BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

REGULAR MEETING
AGENDA

Tuesday, December 10, 2024
3:00 p.m.

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



COUNTY COMMISSIONERS

Brian Welch, Chairman
District 4

Christian Caban, Vice Chairman District 2	Carolyn D. Cummings At-Large I	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.** The media and the public can access the meeting in real time on Comcast channel 16, the Leon County Florida channel on Roku, the County's Facebook page, YouTube channel, Twitter and web site.

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

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

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, December 10, 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 8:00 p.m. on the day before the meeting to provide County staff sufficient time to provide instructions to citizens for comment during the meeting. Anyone needing assistance with registration may contact County Administration at 850-606-5300.

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

INVOCATION & PLEDGE OF ALLEGIANCE

Invocation by Reverend Dr. Kim Buchanan, Pastor, United Church in Tallahassee

Pledge of Allegiance by Commissioner O'Keefe

AWARDS AND PRESENTATIONS

- Proclamation Recognizing Riccardo's Restaurant Celebrating 25 Years of Business in Leon County
  (Commissioner Minor)
- Florida City/County Management Association's Recognition of Leon County Government's 25th Anniversary in the Professional Management Matters Program
  (Mark Ryan, representing the Florida City/County Management Association Board of Directors)
- Presentation of $150,000 Donation from the Friends of the Leon County Public Library
  (Lisa Harvey, President, Friends of the Leon County Public Library)
- Presentation of the Tallahassee – Leon County Commission on the Status of Women & Girls Annual Report
  (Stephanie Shumate, Director, Tallahassee – Leon County Commission on the Status of Women & Girls)

- Presentation of the CareerSource Capital Region Annual Report
  (Jim McShane, Executive Director, CareerSource Capital Region)

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: October 8, 2024 Regular Meeting, October 22, 2024 State and Federal Legislative Priorities Workshop, and October 22, 2024 Leon County Purchasing Policy Workshop
   (Clerk of Court)

2. Payment of Bills and Vouchers
   (County Administrator / Office of Management & Budget)

3. Fiscal Year 2024 Carry Forward Adjustments
   (County Administrator / Office of Management & Budget)

4. Individual Commissioner Appointments to the Library Advisory Board
   (County Administrator / Administration)

5. Acceptance of $150,000 Donation from the Friends of the Leon County Public Library
   (County Administrator / Library Services)

6. 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc., Events
   (County Administrator / Community and Media Relations)

7. Approve the Designation of the County as the Willing Manager for the Bannerman Road Trail Project in support of a Florida Department of Transportation Grant Application
   (County Administrator / Planning Land Management & Community Enhancement)

8. Approval of an Agreement with the American Public Works Association for Reaccreditation
   (County Administrator / Public Works)

9. Amendment to the Florida Department of Environmental Protection Springs Restoration Grant for the Advanced Septic Systems Pilot Project
   (County Administrator / Public Works)

10. Agreement for Stormwater Monitoring with the Northwest Florida Water Management District
    (County Administrator / Public Works)

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

11. Fiscal Year 2025 Insurance Coverage Renewals
    (County Administrator / Office of Management and Budget)

12. Approval of Agreement for Security Guard Services
    (County Administrator / Office of Resource Stewardship)

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

13. Tallahassee – Leon County Commission on the Status of Women & Girls Annual Report
    (County Administrator / Administration)

14. 2024 Annual Affordable Housing Advisory Committee Report of Recommendations
(County Administrator / Human Services & Community Partnerships)

15. Status Report on Transitional Housing in Leon County
(County Administrator / Human Services & Community Partnerships)

16. Status Report on Illegal Dumping in Leon County
(County Administrator / Development, Support & Environmental Management)

17. November 2024 Quarterly Economic Dashboard Report
(County Administrator / Office of Economic Vitality)

18. CareerSource Capital Region Annual Report and Approval of Interlocal Agreement
(County Administrator / Office of Economic Vitality)

CONSENT ITEMS PULLED FOR DISCUSSION

GENERAL BUSINESS

19. After-Action Report on Leon County's Preparation, Response, and Recovery Efforts Related to Hurricane Helene; Revisions to Policy No. 24-1, Grant Application Approval Process"; and Ratification of Disaster Funding Agreements with the Florida Division of Emergency Management
(County Administrator / Emergency Management)

20. Approval to Award Fiscal Year 2025 – Fiscal Year 2027 Tourism Legacy Event Grant Funding
(County Administrator / Tourism)

21. Appointment of Commissioners to Authorities, Boards, Committees, and/or Councils
(County Administrator / County Administration)

22. Full Board Appointments to the Audit Advisory Committee, Canopy Roads Citizens Committee, and the Joint City/County Bicycling Workgroup
(County Administrator / Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

23. First and Only Public Hearing to Consider an Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) Zoning Districts to the Medium Density Residential (MR-1) Zoning District for 9.04 Acres Located at 112 and 116 Horseman Association Road
(County Administration / Planning)

24. First and Only Public Hearing to Consider Adopting a Resolution of Intent to Utilize the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Woodville Highway and Lewis Boulevard
(County Administration / Public Works)

25. First and Only Public Hearing to Consider Adopting a Resolution of Intent to Utilize the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located in the Northeast Lake Munson Sewer System Project Area
(County Administration / Public Works)

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, January 28, 2025 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.**

PUBLIC NOTICE

Leon County Board of County Commissioners
2024 Tentative Meeting Schedule
All Workshops, Meetings, and Public Hearings are subject to change.

Date	Day	Time	Meeting
January 22	Monday	9:00 a.m.	Board Retreat
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 20	Tuesday	3:00 p.m.	Regular Board Meeting
March 19	Tuesday	3:00 p.m.	Regular Board Meeting
April 9	Tuesday	3:00 p.m.	Regular Board Meeting
April 9	Tuesday	6:00 p.m.	Transmittal Hearing on the 2024 Cycle Comprehensive Plan Amendments
April 23	Tuesday	9:00 a.m.	Budget Workshop
May 14	Tuesday	3:00 p.m.	Regular Board Meeting
June 11	Tuesday	3:00 p.m.	Regular Board Meeting
June 11	Tuesday	6:00 p.m.	Adoption Hearing on 2024 Cycle Comprehensive Plan Amendments
June 18	Tuesday	9:00 a.m.	Budget Workshop
July 9	Tuesday	3:00 p.m.	Regular Board Meeting
September 17	Tuesday	3:00 p.m.	Regular Board Meeting
September 17	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 24	Tuesday	CANCELLED	Workshop on the Southside Action Plan
September 24	Tuesday	CANCELLED	Workshop on County's Purchasing Policy
September 24	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 8	Tuesday	3:00 p.m.	Regular Board Meeting
October 22	Tuesday	1:00 p.m.	Workshop – 2025 Legislative Priorities
October 22	Tuesday	**CANCELLED**	**Workshop on the Comprehensive Plan Land User & Mobility Elements Update**
October 22	Tuesday	**3:00 p.m.**	**Workshop – Leon County Purchasing Policy**
November 19	Tuesday	3:00 p.m.	Installation, Reorganization & Regular Board Meeting
December 10	Tuesday	3:00 p.m.	Regular Board Meeting

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

PUBLIC NOTICE

Leon County Board of County Commissioners

2024 Tentative Calendar

Month	Day	Time	Meeting Type
December 2024	*Wednesday 4 – Friday 6*		*FAC Legislative Conference – Hillsborough County – Tampa, FL*
	Tuesday 10	3:00 p.m.	Regular Meeting – County Courthouse, 5th Floor Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency Meeting – City Commission Chambers
	Wednesday 25	Offices Closed	CHRISTMAS
January 2025	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

PUBLIC NOTICE

Leon County Board of County Commissioners
2025 Tentative Meeting Schedule

Date	Day	Time	Meeting
January 27	Monday	9:00 a.m.	Board Retreat
January 28	Tuesday	3:00 p.m.	Regular Board Meeting
February 11	Tuesday	3:00 p.m.	Regular Board Meeting
February 25	Tuesday	2:00 p.m.	Southside Action Plan Workshop
February 25	Tuesday	3:00 p.m.	Comprehensive Plan Land Use & Mobility Elements Update Workshop
March 18	Tuesday	3:00 p.m.	Regular Board Meeting
March 25	Tuesday	1:00 p.m.	Workshop
April 8	Tuesday	3:00 p.m.	Regular Board Meeting
April 8	Tuesday	6:00 p.m.	Transmittal Hearing on the 2025 Cycle Comprehensive Plan Amendments
April 22	Tuesday	1:00 p.m.	Workshop
May 13	Tuesday	3:00 p.m.	Regular Board Meeting
June 10	Tuesday	3:00 p.m.	Regular Board Meeting
June 10	Tuesday	6:00 p.m.	Adoption Hearing on 2025 Cycle Comprehensive Plan Amendments
June 17	Tuesday	9:00 a.m.	Budget Workshop
July 8	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 8	Tuesday	3:00 p.m.	Regular Board Meeting
September 9	Tuesday	3:00 p.m.	Regular Board Meeting
September 9	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 16	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 14	Tuesday	3:00 p.m.	Regular Board Meeting
October 28	Tuesday	1:00 p.m.	Legislative Priorities Workshop
November 18	Tuesday	3:00 p.m.	Installation, Reorganization & Regular Board Meeting
December 9	Tuesday	3:00 p.m.	Regular Board Meeting

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

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

PUBLIC NOTICE

Leon County Board of County Commissioners

2025 Tentative Calendar

Month	Day	Time	Meeting Type
January 2025	Wednesday 1	Office Closed	NEW YEAR'S DAY
	Monday 20	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Monday 27	9:00 a.m.	Board Retreat TBD
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
February 2025	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 13	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 25	2:00 p.m.	Southside Action Plan Workshop County Courthouse, 5th Floor Commission Chambers
	Tuesday 25	3:00 p.m.	Comprehensive Plan Land Use & Mobility Elements Update County Courthouse, 5th Floor Commission Chambers
March 2025	*Saturday 1 – Tuesday 4*		*NACO Legislative Conference* *Washington, D.C.*
	Tuesday 18	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Wednesday 19		*Florida Association of Counties Legislative Day* *FSU Turnbull Conference Center* *Tallahassee, Leon County, FL*
	Tuesday 25	1:00 p.m.	Board Workshop County Courthouse, 5th Floor Commission Chambers
April 2025	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Transmittal Hearing for Amendments on the 2025 Cycle Comprehensive Plan Text Amendments County Courthouse, 5th Floor Commission Chambers
	Tuesday 22	1:00 p.m.	Board Workshop County Courthouse, 5th Floor Commission Chambers
	Saturday 26		*Honor Flight Tallahassee* *Washington D.C.*
May 2025	Thursday 8	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop City Commission Chambers
		3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 20	Offices Closed	EMANCIPATON DAY observed
	Monday 26	Offices Closed	MEMORIAL DAY
June 2025	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers

Month	Day	Time	Meeting Type
June 2025 (cont.)		6:00 p.m.	Adoption Hearing on the 2025 Cycle Comprehensive Plan Text Amendments County Courthouse, 5th Floor Commission Chambers
	Tuesday 17	9:00 a.m.	Budget Workshop County Courthouse, 5th Floor Commission Chambers
	Tuesday 24 – Friday 27		*FAC Annual Conference & Educational Exposition* *Orlando, Orange County, FL*
July 2025	Friday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 8	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Friday 11 – Monday 14		*NACo Annual Conference* *Philadelphia, Philadelphia County, PA*
	Saturday 12 – Wednesday 16		*NAACP National Conference* *Charlotte, NC*
	Wednesday 16 – Saturday 19		*National Urban League Annual Conference* *Cleveland, Ohio*
August 2025	*Thursday 14 – Sunday 17*		*Chamber of Commerce Annual Conference* *Fernandina Beach, FL*
September 2025	Monday 1	Offices Closed	LABOR DAY
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 25/26*
	Tuesday 16	6:00 p.m.*	Second Public Hearing on Final Millage Rate and Final Budgets County Courthouse, 5th Floor Commission Chambers
	Wednesday 17 – Thursday 18		*FAC Innovation & Policy Conference* *Gainesville, Alachua County, FL*
	Thursday 18	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
		5:00 p.m.	Blueprint Intergovernmental Agency Budget Public Hearing City Commission Chambers
	TBD		*Congressional Black Caucus Annual Legislative Conference – Washington D.C.*
These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings			
October 2025	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Saturday 25 – Wednesday 29		*ICMA Annual Conference* *Tampa, Hillsborough County, FL*
	Tuesday 28	1:00 pm	Legislative Priorities Workshop County Courthouse, 5th Floor Commission Chambers
	TBD		*National Organization of Black County Officials (NOBCO) Annual Conference – TBD*
November 2025	Thursday 6	3:00 pm	Blueprint Intergovernmental Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
November 2025 (cont.)	Tuesday 11	Offices Closed	VETERAN'S DAY
	Tuesday 18	3:00 p.m.	Installation, Reorganization and Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Wednesday 19 – Friday 21		*FAC Legislative Conference* *Tampa, Hillsborough County, FL*
	Thursday 27	Offices Closed	THANKSGIVING DAY
	Friday 28	Offices Closed	DAY AFTER THANKSGIVING
December 2025	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 25	Offices Closed	CHRISTMAS
	Friday 26	Offices Closed	DAY AFTER CHRISTMAS
January 2026	Thursday 1	Offices Closed	NEW YEAR'S DAY
	Friday 2	Offices Closed	DAY AFTER NEW YEAR'S DAY
	Monday 19		MARTIN LUTHER KING, JR. DAY

Meetings listed in italics are included in the Board's 2025 Travel Schedule

Capital Region Transportation Planning Agency DRAFT 2025 Meeting Schedule will be provided in October

Citizen Committees, Boards, and Authorities
Current and Upcoming Vacancies

CURRENT VACANCIES

Affordable Housing Advisory Committee
Board of County Commissioners (1 appointment) for 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.
- 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.)
- l. A citizen who currently benefits from a rental housing assistance program, has benefited from an affordable homeownership program, or has experienced an eviction within the 10 years preceding their appointment.

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

Architectural Review Board
City Commission (2 appointments)

Board of Adjustments & Appeals
City Commission (2 appointments)

Canopy Road Citizens Committee
Board of County Commissioners (2 appointments)

Children's Services Council
Governor Ron DeSantis (1 appointment)

Council on Culture & Arts
Board of County Commissioners (1 City recommended appointment)

Joint City/County Bicycling Workgroup
Board of County Commissioners (1 appointment)
City Commission (3 appointments)

Leon County Research & Development Authority
Board of County Commissioners (1 appointment)

Library Advisory Board
Commissioner – District V: David O'Keefe (1 appointment)

FUTURE VACANCIES

DECEMBER 31, 2024

Audit Advisory Committee
Board of County Commissioners (2 appointments)
Clerk of Court (3 appointments)

Children's Services Council
Board of County Commissioners (2 nominations for Governor appointment)

DECEMBER 31, 2024 (continued)

Joint City/County Bicycling Workgroup
Board of County Commissioners (3 appointments)
City Commission (1 appointment)

Library Advisory Board
Commissioner – District I: Bill Proctor (1 appointment)
Commissioner – At-Large II: Nick Maddox (1 appointment)
Friends of the Library (1 appointment)

Tourist Development Council
Board of County Commissioners (2 appointments for Ex Officio – City of Tallahassee Commissioner seats)

JANUARY 31, 2025

Affordable Housing Advisory Committee
Board of County Commissioners (4 appointments) for 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.
g. A citizen who is actively engaged as a real estate professional in connection with affordable housing.
i. A citizen who resides within the jurisdiction of the local governing body making the appointments.
j. A citizen who represents employers within the jurisdiction.
k. A citizen who represents essential services personnel, as defined in the local housing assistance plan. (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.)

Leon County
Board of County Commissioners

Notes for Agenda Item #1

Leon County Board of County Commissioners

Agenda Item #1

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: October 8, 2024 Regular Meeting, October 22, 2024 State and Federal Legislative Priorities Workshop, and October 22, 2024 Leon County's Purchasing Policy Workshop

Review and Approval:	Vincent S. Long, County Administrator Chasity O'Steen, County Attorney
Department / Division Review:	Ken Morris, Assistant County Administrator Edward Burke, Finance Director, Clerk of Court & Comptroller
Lead Staff / Project Team:	Beryl Wood, Clerk to the Board

Statement of Issue:

This item seeks Board review and approval of the following minutes: October 8, 2024 Regular Meeting, October 22, 2024 State and Federal Legislative Priorities Workshop, and October 22, 2024 Leon County's Purchasing Policy Workshop.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of October 8, 2024 Regular Meeting, October 22, 2024 State and Federal Legislative Priorities Workshop, and October 22, 2024 Leon County's Purchasing Policy Workshop.

Attachments:

1. October 8, 2024 Regular Meeting Minutes
2. October 22, 2024 State and Federal Legislative Priorities Workshop Minutes
3. October 22, 2024 Leon County's Purchasing Policy Workshop Minutes

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 8, 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 S. Long, County Attorney Chasity H. O'Steen, and Clerk to the Board Beryl H. Wood.

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

Commissioner Caban moved, seconded by Commissioner Minor, to allow Commissioner Maddox to participate in the meeting telephonically.

The motion carried 5-0 with Commissioner Proctor out of Chambers.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Trinity Joy Whitley, Associate Pastor, Faith Presbyterian Church.

The Pledge of Allegiance was provided by Commissioner Minor.

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the Chaires Little League All-Star Baseball Team as Runners-Up at the State Tournament.
  - Commissioner O'Keefe presented the Proclamation recognizing Chaires Little League All–Star Baseball Team as Runners Up at the State Tournament.
  - Commissioner Welch congratulated the Chaires Little League Team.

- Proclamation Recognizing the St. Augustine Plantation Assisted Living Facility for Efforts to Ensure the Safety of Residents after the May 10th Tornadoes.
  - Commissioner O'Keefe presented the Proclamation recognizing St. Augustine Plantation Assisted Living Facility for their efforts to ensure the safety of residents after the May 10th tornadoes.
  - Meaghan Griffin accepted the Proclamation and thanked the Board for recognizing staff.

- Proclamation Recognizing Barbara Boone, Executive Director of Leadership Tallahassee, for her Dedication to Improving the Community through the Cultivation of Diverse Leaders.
  - Commissioner Minor presented the Proclamation recognizing Barbara Boone, Executive Director of Leadership Tallahassee, for her dedication to improving the community by cultivating diverse leaders.
  - Barbara Boone thanked the Board, family, and friends for the honor and for the proclamation.
  - Vice-Chair Welch thanked her for her leadership with Leadership Tallahassee and her role in his professional development journey.

- Proclamation Recognizing October as Domestic Violence Awareness Month.
  - Chair Cummings presented the Proclamation recognizing October as Domestic Violence Awareness and Prevention Month.
  - Representatives from the Domestic Violence Coordinating Council, Refuge House, and other partner organizations thanked everyone for the Proclamation and support.
  - Commissioner O'Keefe thanked them for bringing awareness to the community.

- Proclamation Recognizing the 60th Anniversary of the Capital Area Community Action Agency.
  - Commissioner Proctor presented the Proclamation recognizing the 60th Anniversary of the Capital Area Community Action Agency.
  - Tim Center, Executive Director, thanked the Board for the recognition and Proclamation.

- **PULLED** - Proclamation Recognizing Pineview Elementary School, Bond Elementary School, and Nims Middle School for Successful Achievement of A and B School Grades for 2024.

- **PULLED** - Proclamation Recognizing Bishop Julius McAllister Elected as the 144th Bishop of Bethel AME Church.

- Update on Leon County's Preparation, Response, and Recovery Efforts Related to Hurricane Helene.
  - County Administrator Long provided an update on Leon County's preparation, response, and recovery efforts related to Hurricane Helene.
  - Kevin Peters, Emergency Management Director, gave an update on Hurricane Helene and Hurricane Milton. He stated that the Big Bend was severely affected by Helene, with 67 mph winds and over 4 ½ inches of rainfall. Across the state, over 2,000 homes were destroyed. He also spoke about Hurricane Milton's projected path.
  - Matthieu Cavell, Community Relations and Resilience Director, gave an update on hurricane communications for the citizens of Leon County. He mentioned that they are currently receiving assistance from FEMA for Hurricane Helene. They have approximately 2,000 applications in Leon County, and the funds will be dispensed within a week. He noted that every address in Leon County will be serviced twice with debris collection. He shared the ways they are preparing for Hurricane Milton.
  - County Administrator Long thanked the Emergency Management Team and any other operational teams for everything they do. He also thanked Chair Cummings for her availability and overall support.
  - Chair Cummings thanked staff for all they did to prepare for Hurricane Helene.
  - Commissioner O'Keefe thanked staff for all they do. He inquired about debris pickup from private contractors.
  - Mr. Cavell stated they follow the Waste Pro Residential Collection Model, but they can contact Public Works if anyone is missed.
  - Commissioner Proctor expressed his gratitude to the staff for their efforts during the storm. He highlighted the need for FEMA to invest in storm centers. He noted that FEMA does not set up operations at the North Florida Fairgrounds because the structure is not adequate to withstand hurricanes. He also raised concerns about the reduction in available hotel accommodations, and the need for reasonable storm rates for individuals evacuating their homes due to storms. Additionally, he requested a review of the tree policy to explore ways to enhance safety in Leon County during storms, to be discussed at the Board Retreat on January 27, 2025.

Commissioner Proctor moved, seconded by Commissioner Caban, to incorporate a review of the Leon County tree policy at the Board Retreat scheduled for January 27, 2025.

The motion passed 7-0.

- Commissioner Caban thanked leadership and staff for their efforts with the storm. He asked Mr. Peters about the wind speed and gusts from Hurricane Helene.
- Mr. Peters responded 140-mph at landfall on the shores of Taylor County.
- Commissioner Caban asked what would happen to a mobile home in a 140-mph wind speed hurricane.
- Mr. Peters stated FEMA advice that mobile homes aren't safe in hurricane winds starting at 75-mph.
- Commissioner Caban shared the need for a storm shelter in Woodville. He added that some residents don't have the means to travel 15-20 minutes north to Rickards High School. He discussed a plan that he would like implanted.
- Commissioner O'Keefe spoke in support of the motion.
- Commissioner Proctor commented on the presence of federal lands in the Woodville area. He suggested that FEMA could utilize these lands to establish an emergency center. Commissioner Caban shared that neighboring counties along the coast often evacuate to Leon County, which could provide an opportunity to include those counties in potential funding of shelters in this area.
- Commissioner Proctor asked when the public takes storm warnings seriously.
- Mr. Peters responded that he would check if there's a study with that behavioral analysis.

Commissioner Caban moved, seconded by Commissioner O'Keefe, to direct staff to initiate a preliminary cost and feasibility assessment for the construction of an emergency shelter in southern Leon County.

The motion carried 7-0.

CITIZENS TO BE HEARD ON CONSENT AND NON-AGENDAED ITEMS

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

- Michael McBride invited the Board to attend a Restorative Justice Forum hosted by Connection First on Friday, October 11th from 6:00 – 8:00 p.m.
- Stanley Sims, 1320 Avondale Way, Tallahassee, FL 32317, expressed his concern about the safety of the homeless population on Pensacola Street, South Monroe, and downtown. He mentioned a new law and how they will be affected.
- Jennifer Bay, 2000 Duneagle Lane, Tallahassee, FL 32317, thanked staff for the status report. She requested the rate increase provided by staff on Towing Services in Leon County at the last Board meeting be approved as soon as possible.

CONSENT

Vice Chair Welch moved, seconded by Commissioner Caban, to approve the Consent Agenda, as presented.

The motion carried 7-0.

1. Minutes: July 9, 2024, Regular Meeting

The Board approved Option #1: Approve the minutes of the July 9, 2024, Regular Meeting Minutes.

2. Payment of Bills and Vouchers

The Board approved Option #1: Approve the payment of bills and vouchers submitted for October 8, 2024, and the pre-approval of payment of bills and vouchers for the period of October 9, 2024, through November 18, 2024.

3. Fiscal Year 2025 Annual Board Retreat Overview

The Board approved Option #1: Accept the Fiscal Year 2025 Annual Board Retreat Overview.

4. Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 116, "County Administrator Evaluation and Annual Reporting Process"

The Board approved Option #1: Ratify annual performance reviews of the County Administrator (Attachments #1 and #2) in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process."

5. Agreement with Emergency Care Help Organization, Inc. to Administer the Leon County Direct Emergency Assistance Program

The Board approved Option #1: Approve Emergency Care Help Organization, Inc., to administer the Leon County Direct Emergency Assistance Program and waive Board Policy No. 96-1 to determine the administration of the Leon County Direct Emergency Assistance Program by Emergency Help Care Organization, Inc., as necessary and desirable for the public welfare; and

Option #2: Authorize the County Administrator to enter into and execute an agreement with the Emergency Help Care Organization, Inc., and any future amendments, in a form approved by the County Attorney.

6. Reauthorization for the Housing Finance Authority of Leon County to Issue Multifamily Housing Revenue Bonds for the Lake Bradford Apartments Affordable Housing Project

The Board approved Option #1: Approve the Resolution reauthorizing the Housing Finance Authority of Leon County to issue $35,000,000 in Multifamily Housing Revenue Bonds for the Lake Bradford Apartments project.

7. Approval of Employee Benefits Services Agreements

The Board approved Option #1: Approve the employee benefits service agreements with Brown & Brown Insurance Services, Inc., Blue Cross and Blue Shield of Florida, Inc., and Capital Health Plan, Inc., subject to legal review by the County Attorney, and authorize the County Administrator or designee to execute the agreements and subsequent amendments.

8. Request to Schedule the First and Only Public Hearing to Consider an Ordinance to Amend Chapter 6 and Chapter 14 of the Leon County Code of Laws related to Hearing Procedure, Administrative Fines and Liens, and Appeals for the Code Enforcement Board and Nuisance Abatement Board for November 19, 2024

The Board approved Option #1: Schedule the first and only public hearing to consider an Ordinance amending Section 6-32 of Chapter 6 of the LCC, relating to Hearing Procedure, and Section 6-34 of Chapter 6 of the LCC, relating to Administrative Fines and Liens, and Section 14-56 of Chapter 14 of the LCC, relating to Appeals for November 19, 2024, at 6:00 p.m.

9. Fiscal Year 2024 Carry Forward Appropriations

The Board approved Option #1: Waive Policy No. 07-2, "Reserves" to increase the FY 2025 Catastrophe Reserve above 2% of the general/fine and forfeiture fund operating expenditures to pay for expenses related to Hurricane Helene; and
Option #2: Authorize the carry forward of FY 2024 appropriations to the FY 2025 budget by approving the associated Resolution and Budget Amendment.

10. Acceptance of the U.S. Department of Homeland Security, Florida Division of Emergency Management, Grant Award

The Board approved Option #1: Accept the U.S. Department of Homeland Security, Florida Division of Emergency Management, Grant Award and authorize the Leon County Sheriff's Office to realize and spend $412,623 to continue supporting one FTE and to purchase equipment for law enforcement.

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

11. Approval to Purchase Shelving for the Main Library Improvements – Second Floor Project

The Board approved Option #1: Approve the purchase of shelving and kiosks for the Main Library Improvements –Second Floor Project from Demco in the amount of $408,760.

12. Bid Award for Construction of the Baum Road Box Culvert Replacement Project

The Board approved Option #1: Approve the bid award to Pyramid Excavation, Inc., in the amount of $620,200 for construction of Baum Road Box Culvert Replacement Project and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

13. Bid Award for Construction of the Old Plank Road at Chicken Branch Culvert Replacement Project

The Board approved Option #1: Approve the bid award to Sandco LLC, in the amount of $1,546,127, for the construction of the Old Plank Road at Chicken Branch Culvert Replacement Project and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

14. Authorization for the Leon County Sheriff to Execute a Lease

The Board approved Option #1: Authorize the Leon County Sheriff's Office to enter into a five-year lease agreement with Commonwealth Property Partners, LLC, for office space.

15. Bid Award for the Leon County Detention Center Roof Replacement Phase III

The Board approved Option #1: Approve the bid award to Lloyd Roofing, Inc., in the amount of $2,947,000 for the Leon County Detention Center Roof Replacement Phase III, and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

16. Bid Award for Leon County Sheriff's Office Administration Building Hazard Mitigation Wind Retrofit Project

The Board approved Option #1: Approve the bid award to Oliver Sperry Renovation and Construction, Inc., in the amount of $1,253,663 for the Leon County Sheriff's Office Administration Building Hazard Mitigation Wind Retrofit Project and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

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

17. End-of-Year Status Report on the Fiscal Year 2024 Commissioner Discussion Items
The Board approved Option #1: Accept the End-of-Year Status Report on the Fiscal Year 2024 Commissioner Discussion Items.

18. Status Report on Leon County's Fee Schedule for Towing Services
The Board approved Option #1: Accept the status report on Leon County's fee schedule for towing services and direct staff to bring back an agenda item with proposed revisions to the County's Towing Ordinance.

19. Fiscal Year 2024 Tangible Personal Property Annual Report
The Board approved Option #1: Accept the FY 2024 Tangible Personal Property Annual Report.

20. Status Report on Railroad Crossing Maintenance and Safety in Leon County
The Board approved Option #1: Accept the status report on railroad crossing maintenance and safety in Leon County.

CONSENT ITEMS PULLED FOR DISCUSSION

There were no consent agenda items pulled.

GENERAL BUSINESS

21. Leon County Detention Facility Needs Assessment Report
County Administrator Long introduced this item. This item sought the Board's acceptance of the Leon County Detention Facility (LCDF) Needs Assessment Final Report (Report) which provides an analysis and recommendations to effectively manage the population of the facility over the next 25 years. The recommendations of the Report primarily focus on system improvements to the criminal court case process, which consist of the Courts, State Attorney's Office, and Public Defender's Office to ensure continued adequate space in the LCDF. The item also recommends annual updates be provided to the Board on the efforts to implement the recommendations detailed in the Report.

Shington Lamy, Assistant County Administrator, introduced Alan Richardson and Patrick Jablonski of Justice Planners. He invited them to provide a presentation that highlighted the stakeholders they engaged and the steps they took to prepare the report.

Mr. Richardson shared data on the population of the detention facility population. He shared that their purpose is to ascertain future criminal justice population and caseload levels as they relate to the capacity of the current detention facility, and the goal is to enable the County to make a series of informed decisions regarding the need to construct a new facility verses possible system changes to reduce the jail population. He shared that interviews were conducted with stakeholders, including:

- Leon County Administration
- Tallahassee Police Department
- Leon County Sheriff's Office
- Office of Intervention and Detention Alternatives
- Office of Information Technology-Judicial Information Systems (JIS) Team
- 2nd Judicial Circuit Criminal Case Management Unit
- Judiciary-Court Administration
- Department of Corrections, Probation Services

Mr. Jablonski shared the Leon County Detention Facility Historical Population. He stated that, at a basic level, two factors determine all detention facility populations, which are bookings and Average Length of Stay (ALOS).

He discussed the Dynamics, Bookings, Length of Stay, Population Forecasting, Population, Facility Main Forecast, Bed Need, Status Alternate Forecast 1, Alternate Forecast 2, Alternate Forecast 3, and Leon Forecast Model Summary Recommendations:

- Expand population data reporting that identifies detainees who may be appropriate candidates for release.
- Continue the use of the Supervised Pretrial Release Program.
- Reduce case processing time for individuals.
- Establish case processing benchmarks and monitor progress.

County Administrator Long thanked Justice Planners.

Public Comment:

- Jessica Yeary, Public Defender, thanked the Board for the study and emphasized the work of her office within the justice system. She discussed the intersection of the criminal justice system and mental health, highlighting the need for long-term mental health housing. She also addressed the ongoing affordable housing crisis. The report highlighted the Post-Diversion Program and the proposal to increase the diversion fee by the State Attorney's Office. She echoed support for the Reentry Program, advocating for continued efforts to provide individuals with second-chance employment opportunities after their release from jail.

Commissioner O'Keefe moved, seconded by Commissioner Minor, to approve Option #1: Accept the Leon County Detention Facility Needs Assessment Final Report and direct staff to provide an annual update on the implementation of the recommendations outlined in the Report.

Commissioner Proctor noted that the report did not include mental health or functionality issues. He asked about maintaining safety for those with mental health issues. He asked about the number of days referring to 242 days.

Teresa Broxton, Office of Intervention and Detention Alternatives, replied that is the average length of time in custody. Moving forward, they will have an average length of stay.

Mr. Jablonski commented on the average length of custody. The best way to judge is the average length of stay, not the average length of custody. He noted they did a population study. He shared that a few pages of the report are dedicated to mental health issues.

Mr. Richardson stated that the assessment evaluated safety.

Commissioner Proctor asked about tracking the population and asked if they have a way to know who is bringing people to jail.

Mr. Richardson responded that they arresting agencies for all individuals coming in.

Commissioner Proctor inquired about the equal interpretation of law enforcement. He asked Mr. Richardson about law enforcement being hypersensitive and overreactive to black criminality.

Mr. Richardson responded that those questions go beyond the scope of this study.

Commissioner Proctor asked Ms. Yeary how to reduce the numbers and if plea agreements have an impact on the number of individuals incarcerated.

Ms. Yeary stated that one of the biggest issues is mental health, noting the cycle of repeated arrests for individuals with mental illnesses. She emphasized that addressing this issue could significantly reduce the jail population. She also pointed out that plea offers are determined by the State Attorney's Office.

Commissioner Minor thanked the Justice Planners for their work. He inquired about Average Daily Population (ADP) increasing at a higher rate than the population at the same time.

Mr. Richardson stated the reason is the average length of stay in the facility.

Commissioner O'Keefe thanked the Justice Planners for the study. He discussed the need for mental health providers, especially in detention facilities, and commented on reducing the length of stay through court processing.

Commissioner Maddox inquired about what other counties are doing to address this issue. He commented that mentally ill individuals should be in a mental health facility not a detention center which is an injustice to them.

Mr. Richardson agreed with Commissioner Maddox's comments and stated that other counties have built a section with a more therapeutic type of environment and receive mental health services from outside providers.

Commissioner Maddox asked how difficult it would be to design a specific portion of the detention center to address mental health issues.

Mr. Richardson stated that it is possible, but accommodating double the capacity of the original design could be challenging due to limited space.

Commissioner Maddox stated he would like to get more information from staff about best practices when it comes to mental health.

Commissioner Proctor discussed the functionality of space relative to the different temperaments of those who are housed and treatment inside the Leon County Detention Center.

Chair Cummings asked if additional judges were needed to help reduce the average length of stay.

Mr. Richardson stated it would be helpful if the State was able to create two more court divisions.

Mrs. Yeary stated that it is not necessarily about getting more judges or more courtrooms, but it is the things they are constantly waiting on to prepare for trial. She stated that, yes, they could stop arresting mentally ill people and placing them in jail. She recommended the Board keep looking for alternative resources.

The motion carried 7-0.

22. Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 4 of the Leon County Code of Laws to Prohibit the Retail Sale of Dogs, Cats, and Rabbits, for December 10, 2024

County Administrator Long introduced this item. As requested by the Board, this item presented a proposed Ordinance to prohibit the retail sale of dogs, cats, and rabbits in unincorporated Leon County and requested Board approval to schedule the first and only public hearing for December 10, 2024, at 6:00 p.m., to consider adoption of the proposed Ordinance. The item also provided information on upcoming renovations to the City of Tallahassee's (City) Animal Services Center (Animal Shelter) and efforts to address capacity during the renovation as requested by the Board.

No speakers.

Commissioner O'Keefe thanked Kate McPaul for bringing the item to their attention. He commended the Animal Shelter staff for working hard on the Foster Program.

Commissioner Caban expressed concern about a legally operating business owner who might be affected by the proposed ordinance. He asked County Attorney O'Steen whether, if the ordinance is enacted, the business owner could take legal action against the county for altering their operations.

- County Attorney O'Steen stated local, state, and federal governments change business regulations all the time and business must comply with those laws.

Chair Cummings stated this item would come back in December for the first public hearing.

County Administrator Long clarified that this item is intended to promote ethical animal sales and will not prohibit breeders from selling animals; it is geared towards retail establishments selling dogs, cats, and rabbits in the unincorporated areas.

Commissioner Maddox clarified to Commissioner Proctor that this item will help prevent animal abuse.

Commissioner O'Keefe moved, seconded by Commissioner Maddox, to approve Option #1: Schedule the first and only public hearing to consider adoption of a proposed Ordinance amending Chapter 4 of the Leon County Code of Laws to prohibit the retail sale of dogs, cats, and rabbits, for December 10, 2024, at 6:00 p.m.

The motion carried 7-0.

23. Adoption of a Resolution to Establish the J.R. Alford Greenway Citizen's Committee

County Administrator Long introduced this item. This item requested the Board adoption of a resolution establishing the J.R. Alford Greenway (JRAG) Citizen's Committee to update the Greenway Management Plan. Pursuant to Florida Statutes, a land management plan must be updated every 10 years with input from a citizen's committee, which consists of community members, professional stakeholders, County and State staff, and a County Commissioner. As a result, this item also sought Board appointment of one County Commissioner to serve on the citizen's committee. The land management plan will be brought back to the Board for approval before submitting to the State for final approval.

Vice-Chair Welch moved, seconded by Commissioner Minor, to approve Option #1: Approve the Enabling Resolution establishing the J.R. Alford Greenway Citizen's Committee , and; Option #2: Appoint Commissioner O'Keefe to serve on the J.R. Alford Greenway Citizen's Committee.

The motion carried 7-0.

24. Nominations to the Governor for Appointment to the Children's Services Council of Leon County

County Administrator Long introduced this item. This item sought the Board's direction for the nomination of eligible applicants to the Governor for appointment to the three seats on the Children's Services Council of Leon County (CSC). There is currently one vacant seat on the CSC and two upcoming vacancies due to the expiration of the terms of Paul Mitchell and Mark O'Bryant on December 31, 2024. Both Paul Mitchell and Mark O'Bryant are eligible for and seeking reappointment.

Vice-Chair Welch moved, seconded by Commissioner Caban, to approve Option #2: Nominate all 35 eligible applicants to the Governor for appointment to the three seats on the Children's Services Council of Leon County.

Commissioner O'Keefe recommended sending only new applicants that had not been rejected previously.

Commissioner Maddox stated he would stick with the motion on the floor.

County Administrator Long asked if the motion should include the two names that would be part of the list of 35 applicants.

Commissioner Proctor stated his objection, expressing concern that their vote is insufficient, and that the Governor is attempting to replace them. Chair Cummings recalled the history of the nomination process.

The motion carried 7-0.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

25. First and Only Public Hearing to Consider an Ordinance Amending the Official Zoning Map to Change the Classification from the Bradfordville Office Residential (BOR) Zoning District to the Bradfordville Commercial-1 (BC-1) Zoning District for 0.92-Acres Located at 6785 Thomasville Road

County Administrator Long introduced this item. This item requested the Board conduct the first and only public hearing to consider an Ordinance amending the Official Zoning Map from the Bradfordville Office Residential (BOR) zoning district to the Bradfordville Commercial-1 (BC-1) zoning district, for a 0.92 acres portion of a parcel located at 6785 Thomasville Road which currently serves as a surface parking lot. The proposed Ordinance would return the parcel to the previous zoning district to allow for additional uses that enable the redevelopment of the subject parcel. This public hearing was quasi-judicial in nature. More information regarding quasi-judicial hearings was provided in the Analysis section.

There were no public comments.

Commissioner Proctor inquired about density impact of what they are accepting.

Artie White, PLACE Director, explained that it is a minor zoning action involving approximately 6,400 square feet of non-residential use.

Vice-Chair Welch moved, duly seconded by Commissioner O'Keefe, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Bradfordville Office Residential (BOR) zoning district to the Bradfordville Commercial-1 (BC-1) zoning district, based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.

The motion carried 7-0.

26. First and Only Public Hearing to Consider an Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Light Industrial (M-1) Zoning District to the Single Family Detached, Attached, and Two-Family Residential (R-3) Zoning District for 18.51 Acres Located at 4767 Capital Circle SE

County Administrator Long introduced this item. This item requested the Board conduct the first and only public hearing to consider a change to the Official Zoning Map from the Light Industrial (M-1) zoning district to the Single Family Detached, Attached, and Two-Family Residential (R-3) zoning district for an approximately 18.51-acre parcel located at 4767 Capital Circle Southeast (SE). The subject property is in the Suburban Future Land Use Map (FLUM) category, and the site is currently vacant. The proposed Ordinance would allow for the placement of a residential redevelopment at the subject parcel. The proposed Ordinance, including a location map. This public hearing was quasi-judicial in nature. More information regarding quasi-judicial hearings was provided in the Analysis section.

Commissioner Proctor inquired about the environmental impact of this area.

Mr. White stated there are no environmental concerns at this site currently; they will have to conduct a more detailed analysis before any residential development could occur.

Commissioner Proctor asked about the specific location on 4767 Capital Circle.

Mr. White stated the location is south of Tram Road on Capital Circle and is currently an empty lot.

Commissioner Minor moved, seconded by Vice-Chair Welch, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Light Industrial (M-1) zoning district to the Single Family Detached, Attached and Two-Family Residential (R-3) zoning district, based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.

The motion carried 7-0.

27. Second and Final Public Hearing on the Federal Fiscal Year 2023 Small Cities Community Development Block Grant Opportunity

County Administrator Long introduced this item. Authorize the County Administrator to submit an application for the Federal Fiscal Year 2023 Small Cities Community Development Block Grant opportunity to fund housing rehabilitation activities).

No public comment.

Commissioner Proctor commented on affordable housing. He encouraged them to explore new grant opportunities for funds that will assist first time home buyers.

Commissioner Maddox moved, seconded by Commissioner Minor, to approve Option #1: Conduct the second and final Public Hearing to receive public comments on the County's draft application for the Federal Fiscal Year 2023 Small Cities Community Development Block Grant opportunity, and;

Option#2: Authorize the County Administrator to submit an application for the Federal Fiscal Year 2023 Small Cities Community Development Block Grant opportunity to fund housing rehabilitation activities.

The motion carried 7-0.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

- Mary Miaisha Mitchell, 1009 Ellington Court, Tallahassee, FL 32304, Executive Director of the Greater Frenchtown Revitalization Council, commented on the Justice 40 Initiative. She shared that the Southeast has been severely neglected and is still having environmental issues. She asked the Board for support of food insecurity.
- Michael Ladner, of 8689 Taff Road, Woodville Highway, Tallahassee, FL 32305, addressed a previous issue he raised on June 11. He stated that he has since discovered additional problems at his home and pointed out that County inspections missed identifying certain code violations. Commissioner Maddox asked Mr. Ladner who he has been working with.
  - County Attorney O'Steen informed the Board that the Ladner family has filed a claim with the County, which is currently under review by the insurer. She noted that the family's attorney has also contacted the County's insurer. Ms. O'Steen advised the Board to consider the matter as being in pre-litigation and recommended refraining from discussing it further.

COMMENTS/DISCUSSION ITEMS

County Attorney O'Steen: No additional items.

County Administrator Long: No additional items.

COMMISSIONER DISCUSSION ITEMS

Commissioner Maddox:

- Requested a Proclamation for the 30th Anniversary of the Capital City Chamber of Commerce.

Commissioner Maddox moved, seconded by Commissioner Caban, to approve a proclamation at the next Board meeting for the 30th Anniversary of the Capital City Chamber of Commerce.

The motion carried 7 – 0.

- Requested a Proclamation for the 2024 MED Week Awardees.

Commissioner Maddox moved, seconded by Commissioner Caban, to approve a proclamation at the next Board meeting for the 2024 MED Week Awardees.

The motion carried 7 – 0.

- Commissioner Maddox congratulated his daughter Nyla on being Miss Blue and Gold, which she will be honored for at the halftime at the Rickard's Homecoming game.

Commissioner O'Keefe:
- Wished everyone a Happy Halloween.

Commissioner Minor:
- Congratulated Ricardo Schneider for his upcoming retirement from Danfoss Turbocor.
- He informed the Board that Hurricane Milton is now a Category Five Hurricane and encouraged everyone impacted to evacuate.
- He thanked all Leon County staff for their excellent work in the preparation, response, and recovery efforts following Hurricane Helene. He also expressed gratitude to the City of Tallahassee for their utility crews and the repair work they performed after the storm.

Commissioner Caban:
- Thanked everyone for the support on the cost and feasibility study for the storm shelter in Woodville.
- He requested an update on the septic to sewer project in Woodville because the roads have been closed since early summer.
    - Brent Pell, Public Works Director, stated that they found a large rock formation in the ground and in the path of construction, so they requested special machinery that will be delivered to the job site in November and the project will continue forward. He added that the project will be completed in May 2025.

Commissioner Proctor:
- Thanked Ms. Mitchell for the comments about the Greater Frenchtown Revitalization Council's request to partner with Leon County. He made a motion to support the Greater Frenchtown Revitalization Council on submission of an application for a federal EPA grant of $3 million and for the County to serve as the fiscal agent for this grant.
    - County Administrator Long stated if the Board moves forward that will be sufficient for staff to assist in pursuing a federal grant.

Commissioner Proctor moved, seconded by Commissioner O'Keefe, for Leon County to support the Greater Frenchtown Revitalization Council on submission of an application for a federal EPA grant and for the County to serve as the fiscal agent for this grant.

The motion carried 7 – 0.

- Commended Ms. Mitchell for her work back in 2019. He shared a memo with County Administrator Long addressing concerns about citizens seeking home mortgages. He expressed concern about bank lending practices and the qualification process, suggesting the need for modifications. He requested an agenda item that includes updated Home Mortgage Disclosure Act data for regulated banks in Leon County, allowing the Board to review and discuss potential future assistance programs for residents.

Commissioner Proctor moved, seconded by Commissioner O'Keefe, to bring an agenda item with updated Home Mortgage Disclosure Act data for regulated banks in Leon County for Board review and discussion of possible future assistance programs for residents.

- Commissioner Caban asked if banking regulations are managed federally.
- County Administrator Long stated they have provided this type of information to the Board in the past, and they are willing to update that information.
- Commissioner Caban suggested they do an event for first-time buyers and walk them through the process.
- Mr. Lamy stated an event was scheduled for October 19th to assist first-time buyers.
- Commissioner Minor stated that if there's discrimination based on race, that is considered illegal. He asked them to consider the updated numbers in Leon County and the barriers including race, income, credit, down payment, etc. He suggested having an updated analysis and figuring out the main barriers.
- Commissioner Maddox inquired about public/private partnerships to help homebuyers for the first time. He suggested looking at the best practices or options in other cities and counties.
- Commissioner Minor asked to include the barriers to home ownership.

The motion carried 7-0.

- Requested a Proclamation recognizing FAMU being ranked as the number one HBCU in the Country and also ranked number 81 out of all Public Universities in the Country.

Commissioner Proctor moved, seconded by Commissioner Maddox, to approve a proclamation recognizing FAMU being ranked as the number one HBCU in the Country and also ranked number 81 out of all Public Universities in the Country.

The motion carried 7 – 0.

- Thanked God for sparring Leon County from Helene and hoping the same with Hurricane Milton.

Vice-Chair Welch:

- Congratulated Chair Cummings for meeting with President Biden.
- Mentioned the upcoming celebration of the 40th Anniversary of the Bond Community Health Center in November. He asked the Board to consider sponsoring the event again like they did in 2019.
  - County Administrator Long stated if the Board approved to the sponsorship and the amount, the County Administrator would execute a budget amendment, and the vote must be unanimous.
  - Commissioner Minor stated he supported the motion but did not want the Board to forget about the policy that they set forth.
  - County Attorney O'Steen stated that under the existing policy the amount is $0, the normal policy is to bring an agenda item no matter the amount.
  - Commissioner O'Keefe stated it is a worthy cause.
  - Commissioner Maddox noted that the contingency fund has a limited amount of money and emphasized the need to be cautious about the requests under consideration. He expressed his support for the motion.

Vice-Chair Welch moved, seconded by Commissioner Maddox, to approve a $3,500 sponsorship for the 40th Anniversary event at Bond Community Health Center next month and authorize the County Administrator to execute a budget amendment from the contingency fund for this amount.

The motion carried 7 – 0.

Chair Cummings:

- Requested a Proclamation recognizing Veteran's Day to be presented at the Operation Thank You breakfast event.

Commissioner Maddox moved, seconded by Commissioner Minor, to approve a proclamation for Veteran's Day.

The motion carried 7 – 0.

- Commended Jelani Marks, Housing Services Manager, for receiving a State Award for Leon County's Affordable Housing Program.
  - Commissioner Maddox stated Mr. Marks has done an amazing job and highlighted how Leon County nurtures employees to work and grow as leaders within the organization. He commended County Administrator Long for being able to recognize talent.
- Commended County Administrator Long for being selected by Florida State University as one of its outstanding graduates.
- Informed the Board recently approved the renaming of a Leon County Courtroom to honor Honorable Judge Augustus D. Aikens, Jr., with a ceremony taking place on November 22nd. She received a request from an artist to commission a bronze bust in honor of Judge Aikens that would be unveiled at the Courtroom dedication ceremony. She requested a motion to authorize the County Administrator to provide funds from the general contingency fund in the amount of approximately $20,000.
  - Commissioner Minor asked for the projected cost of the bust.
  - Chair Cummings stated that it will not exceed $20,000.
  - Commissioner O'Keefe shared his concern with the price and which artist they are using.
  - Commissioner Maddox asked if they commit to it today and discuss the amount at the next meeting, could a replica be placed instead. He added that he does not want to vote where the motion does not pass.
  - Vice-Chair Welch shared his concern with the amount of the bust without a bid or a process. He mentioned Florida State University (FSU) College of Fine Arts has a sculpture department. He does not support the motion. He suggested bringing an agenda item with bids from the craftsman's studio.
  - Commissioner Caban suggested adding an agenda item for the October 22nd Workshop.
  - County Attorney O'Steen reminded the Board that during the workshop meeting there is no public comment allowed so voting on this should not be put in a workshop agenda knowing that there will be no public comment.
  - Chair Cummings stated that the idea was to unveil the bust at the November 22nd ceremony, but if that's not possible they can bring an agenda item for the next regular board meeting and unveil the bust another day.
  - Commissioner Minor voted for the motion to come back so they will have a chance to look at the market prices for a bronze bust. He stated that they need to be responsible with $18,000-$20,000 of taxpayer money that does not belong to them.

- Commissioner Proctor suggested a meaningful portrait, he would like to see something realistic.

Commissioner Maddox moved, seconded by Commissioner Caban, to bring an agenda item to the November 19, 2024, Board meeting, to consider options for a commemorative sculpture or portrait honoring Judge Aikens.

The motion carried 7 – 0.

RECEIPT AND FILE:

- Community Redevelopment Agency Fiscal Year 2025 Budget Adoption.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 7:38 p.m.

ATTEST:

BY: _____
Brian Welch, Chair
Board of County Commissioners

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

DRAFT

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
2025 State & Federal
Legislative Priorities
October 22, 2024

The Leon County Board of County Commissioners met for a Workshop on the 2025 State & Federal Legislative Priorities on Tuesday, October 22, 2024, at 1:00 p.m. in Chambers with Chairman Carolyn Cummings presiding. Vice-Chair Brian Welch, Commissioners David T. O'Keefe, Christian Caban, Bill Proctor, Rick Minor, and Nick Maddox were present. Also present were County Administrator Vincent S. Long, County Attorney Chasity H. O'Steen, and Clerk to the Board Beryl H. Wood.

Facilitators: Ken Morris, Assistant County Administrator
Nikki Paden, Assistant to the County Administrator
Jeff Sharkey and Taylor Biehl, Capitol Alliance Group
Pamela Welsh and Victoria Cram, Squire Patton Boggs

Workshop Overview:

I. Appropriations Request

II. 2025 Legislative Session

Chair Cummings called the meeting to order. County Administrator Long introduced Ken Morris.

Ken Morris, Assistant County Administrator, briefly introduced the workshop. This workshop item sought the Board's approval of recommended state and federal legislative priorities for the 2025 Florida Legislative Session and the second session of the 119th Congress. In addition, as requested by the Board, this item provided a comparative analysis of state appropriations among like-sized counties, the use of contract lobbying services, and provided options to secure additional lobbying services for appropriations for Board consideration.

Nikki Paden, Assistant to the County Administrator, outlined the proposed 2025 Project Line-Item Funding Request.

The County leverages most of its State & Federal Funding through Agency Appropriations.

Analysis:

The 2025 Florida Legislative Session will be held from March 4 through May 2, 2025, with interim committee weeks from December 2024 through February 2025. The first session of the 119th U.S. Congress will convene during the first week of January 2025. This workshop item recommended several policy and appropriations priorities for the 2025 state and federal legislative sessions, arranged as follows:

- Proposed state and federal projects for legislative line-item and agency appropriation requests;
- State-level legislative policy priorities, including support of the FAC 2025 Legislative Priorities, for the 2025 Florida Legislative Session; and
- Federal legislative policy priorities, including support of the NACo 2025 Legislative Priorities, for the first session of the 119th United States Congress.

She stated in recent years, the Board has directed staff to refine the County's substantive policy priorities only to the most pressing issues and to support the Florida Association of Counties (FAC) and National Association of Counties (NACo) in achieving their respective legislative goals. Consistent with this direction, staff sought Board approval of the County's 2025 State and Federal Legislative Priorities, comprised of the state and federal policy and appropriations issues proposed herein.

Upon Board approval, the County's legislative team will continue to engage the local delegation members on the County's projects and policy priorities in preparation for and throughout the upcoming session. She shared as always, staff will keep the Board fully apprised of legislative issues through agenda items and weekly updates during the 2025 legislative session.

Table #1: Proposed 2025 Legislative and Executive Agency Funding Requests

Part A: Projects for State Appropriation Requests		
Request:	Amount:	Project Phase:
World Athletics Cross County Championship at Apalachee Regional Park	$875,000	Event Funding
Leon Works Expo and Junior Apprenticeship	$50,000	Program Funding
Backup Generators – Branch Libraries and Community Centers	$500,000	Capital/Fixed Assets
Lake Munson Slough Embankments	$800,000	Construction
Leon South Regional Water System	$1.6 million	Design/Construction
Leon County Sheriff's Office Helicopter Replacement	$1.4 million	Capital/Fixed Assets
Essential Libraries Initiative (Phase 2)	$2.6 million	Capital/Fixed Assets
Fairgrounds Beautification and Improvement	$13.5 million	Construction
Part B: *Projects for Executive Agency Grant Funding:*		
Northeast Gateway: Welaunee Boulevard	$66 million	Construction
Airport Gateway	$56 million	ROW/Construction
Southside Gateway: Woodville Highway	$65 million	Construction
North Monroe Gateway	$4.5 million	Design/Construction
Northwest Connector: Tharpe Street	$5.3 million	Design
Northeast Connector: Bannerman	$90 million	ROW/Construction
Orange Avenue Widening	$44 million	ROW/Construction
Northeast Park	$450,000	Construction
Magnolia Drive Trail (Phase 3)	$5.4 million	ROW/Construction
Orange/Meridian Placemaking	$3 million	Design/Land Acquisition
Capital Cascades Trail (Segment 4)	$17 million	Construction
Orchard Pond Greenway Trail (Phase II)	$2.5 million	Construction
Williams Landing Boat Ramp	$900,000	Design/Construction
Harbinwood Estates Septic-to-Sewer Project	$32 million	Design/Permit/Acq./ Construction
Centerville Trace Septic-to-Sewer Project	$10.6 million	Design/Permit/Acq./ Construction

Woodville Sewer (Phase 2)	$25 million	Construction
Stormwater Preventative Maintenance Projects**	Several	All Phases
Hazard and Flood Mitigation Projects	TBD	All Phases

PROPOSED POLICY REQUESTS 2025 STATE LEGISLATIVE SESSION

Like most legislation, Leon County's policy requests are generally incremental in nature, focusing on issues specific to Leon County that are built upon over the course of several legislative sessions. Additionally, staff annually evaluates the trends and issues affecting all County programs and services to identify potential legislative policy priorities for the Board's consideration. Significant substantive issues range from maintaining the County's home rule authority to the State's current fiscal challenges and efforts to further reduce the size and scope of State government.

The following is a listing of the proposed Leon County 2025 state legislative policy priorities. A brief overview of each issue was provided and included the specific recommended legislative action.

Protection of the State Workforce

Issue: Recognizing that the state employees who live in Leon County are vital to our community, economy, and diversity, protecting the jobs of these workers from privatization, and advocating for fair wages has continuously been a top priority of the Board during the legislative cycle. This is an issue also strongly supported by members of Leon County's Legislative Delegation.

Action: Support the protection of the state workforce and oppose any reductions to state employee benefits.

Establish Florida's Emancipation Day as a State Holiday

Issue: Emancipation Day in Florida is traditionally celebrated on May 20th to recognize the emancipation of African American slaves. The Emancipation Proclamation was issued by President Abraham Lincoln on January 1, 1863; however, it was more than two years later, at the end of the Civil War, on May 10, 1865, that Union Brigadier General Edward M. McCook arrived in Tallahassee to take possession of the city from Southern forces. On May 20, 1865, after official control of the region was transferred to Union forces, General McCook declared the Emancipation Proclamation in effect. At the September 29, 2020, meeting, the Board approved a resolution of support for establishing May 20th, Florida's Emancipation Day, as a state holiday in celebration of the past, present, and future of Black economic liberation and those who work toward that liberation.

Action: Support legislation establishing May 20th, Florida's Emancipation Day, as a state holiday.

Medicaid Expansion

Issue: The Medicaid program was established in 1965 as a federal-state-local partnership to provide health insurance coverage to low-income children and their families, seniors, and people with disabilities. The federal government provides oversight and broad guidelines for Medicaid, such as minimum eligibility and benefit requirements, while states have flexibility within these guidelines in administering the program, often in partnership and with assistance from counties. This flexibility allows states to respond to unforeseen increases in healthcare needs and costs

due to factors such as changing demographics, new medical technology, and ways to deliver care, as well as public health emergencies such as COVID-19.

Action: Support the expansion of the Medicaid program in Florida to provide coverage eligibility for adults under the age of 65 with incomes up to 138% of the federal poverty level, as provided in the Affordable Care Act.

Amtrak Passenger Rail Restoration

Issue: In August 2005, Amtrak's Sunset Limited passenger rail service for the Gulf Coast region, between New Orleans and Jacksonville through Leon County, was suspended due to the impacts of Hurricane Katrina. Shortly after, Leon County began to engage our local legislative delegation, CSX, the Florida Department of Transportation (FDOT), and others to advocate for the restoration of passenger rail service along the Gulf Coast region.

Action: Support efforts to restore passenger rail service between New Orleans and Jacksonville through Leon County and urge the State of Florida to join the Southern Rail Commission.

Public Safety on College and University Campuses

Issue: Gun rights legislation has taken a prominent role during recent legislative sessions, with a broad variety of bills introduced each year addressing how and where firearms can be carried in Florida, including college and university campuses. In 2015, the Board unanimously approved a resolution supporting Florida State University, Florida A&M University, and Tallahassee State College in their unified opposition to allowing concealed weapons on university and college campuses. This has also been a top priority of the Board during previous legislative sessions.

Action: Oppose statutory changes to section 790.06, F.S., that would allow the concealed carrying of firearms into college or university facilities.

Public Records Exemption for Election Workers

Issue: During the September 14, 2021, meeting, Leon County Supervisor of Elections Mark Earley requested the County's support for legislation that would create new exemptions from Florida's public records laws for elections personnel. Supervisor Earley reported that the proposal originated from the Florida State Association of Supervisors of Elections and, in light of the increasing number of physical threats against Supervisors of Elections and their deputies around the country, has been one of the association's top legislative priorities. Specifically, the proposal seeks an amendment to section 119.071(4)(d)(2), F.S., to create a new subparagraph which reads:

Action: Support a revision to section 119.071(4)(d)(2), F.S., to exempt personally identifying information of elections personnel from public records requests.

Statewide Database for Voting Rights Restoration

Issue: During the 2018 General Election, Florida voters approved Amendment 4 to restore the voting rights of Floridians with felony convictions after they complete all terms of their sentence, including parole or probation, with the exception of murder or sexual offenses. Subsequently, during the 2019 Legislative Session, SB 7066 was approved and later signed into law by the Governor, to carry out the constitutional amendment, which defined the terms of the sentence a felon must complete before voting to include payment of legal, financial obligations, such as fees, fines, and other court costs, associated with a felony conviction. While the State's interpretation

of the terms of sentence to be completed faced court challenges, specifically the inclusion of payment of financial obligations, in 2020 the 11th U.S. Circuit Court of Appeals upheld the State's eligibly requirements for voter restoration.

Action: Support legislation for the creation of a reliable statewide database to determine voter eligibility.

Promoting Resident Ownership of Manufactured-Mobile Home Communities

Issue: Prior to the start of the 2023 State Legislative Session, the Board adopted a legislative priority to support legislation promoting resident ownership of manufactured-mobile home communities. In light of the increasing affordable housing demand nationwide, manufactured-mobile homes are becoming a popular housing alternative due to their affordability compared to other housing options. Manufactured-mobile homes are commonly located in land-lease communities (also known as and referred to in this item as "manufactured-mobile home parks"), in which a resident owns a manufactured-mobile home but leases the land upon which the home is located. In recent years, there has been an increase in the purchase of manufactured-mobile home parks by private investors, which, in many cases, has resulted in adverse impacts for the manufactured-mobile homeowners residing in them. Specially, when changes in ownership of manufactured-mobile home parks take place, residents in such communities may be vulnerable to potential closure of a community or rapid and unexpected increases in the amount of money owed under the land lease, which often drives low-income residents to sell or relocate their manufactured-mobile homes or abandon them altogether. As a result, various states have enacted laws to better support manufactured-mobile homeowners, especially low-income households, by promoting resident purchase opportunities.

Action: Support legislation to expand the notice and first right of refusal requirements for the sale of manufactured-mobile home parks to include unsolicited offers by a third party so that property owners have an opportunity to counter the purchase offer and remain in their homes.

Florida Association of Counties (FAC) Issues

Issue: FAC's mission is to help Florida's counties serve and represent Floridians by preserving county home rule through advocacy, education, and collaboration. Representing all 67 counties before the Florida Legislature, FAC addresses issues that have broad statewide appeal, such as the opposition of unfunded mandates or cost shifts to counties, growth management, annexation, revenue-sharing, and water management issues.

Action: Support the 2025 FAC legislative program unless specific issues conflict with Leon County's interests.

PROPOSED POLICY REQUESTS
119TH UNITED STATES CONGRESS, FIRST SESSION

Each year, staff evaluates the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues at the federal level. Most substantive issues affecting the County at the federal level are coordinated through the County's National Association of Counties (NACo) representation. Squire Patton Boggs, the County's federal contract lobbying firm, works closely with staff on select federal policy issues that have been identified as Leon County priorities by the Board. Staff coordinates regularly with the County's federal lobbying team to strategize on key budget issues, and to identify federal grant opportunities that could potentially fund Leon County projects. In addition, Squire Patton Boggs assists staff in preparing periodic updates for the Board on federal legislative activities.

- Pamela Welsh shared that Congress reconvenes on November 12th. She addressed the legislation that needs to be approved before the year's end, including the National Defense Authorization, Army Core Authorization, the Farm Bill, and the FY25 Budget. She stated the priorities outlined in the FY 25 Budget would primarily be influenced by the outcome of the elections, specifically which party holds control over the White House and Congress. She indicated that it is apparent we will witness an extension of the Farm Bill into next year, given the urgent issues Congress must tackle before the year's conclusion.

- Vicki Cram delivered an update regarding the ongoing election for the White House and Congress, noting that recent polling data suggests a competitive contest for both. She emphasized several legislative priorities that Donald Trump and Kamala Harris would pursue if they were to secure the presidency, including affordable housing, trade/ tariff policies, and immigration reform. She remarked that future infrastructure investments are expected to encompass sewer and water projects. She expressed her gratitude to her team for their dedication and emphasized their eagerness to maintain a productive working relationship with the County.

- Bill Sharkey expressed his appreciation to the Board for the opportunity to represent the County and took a moment to introduce his team, Sean Pittman and Sam Peltier. He provided an update on the County's agenda, stating that the election results will significantly impact their strategic approach. He commended Governor DeSantis for his efforts in mobilizing resources and facilitating cleanup operations in the aftermath of Hurricanes Helene and Milton. He indicated that the race to succeed Governor DeSantis is anticipated to commence following the conclusion of this legislative session. He shared insights regarding the new Florida House and Senate leaders, highlighting potential collaborative opportunities between them. He mentioned that after the November elections, they would have a clearer view of the positioning of our local delegation and other key committee leaders within the state. He emphasized the strong $117 billion budget from last year and stated they expect an additional $3 billion in the next two years. He discussed several key topics for next year, including hurricane recovery, property insurance, ballot amendments, affordable housing, agricultural concerns, and other priorities.

- Sean Pittman expressed his gratitude to the Board for the opportunity to work with the team, noting that it's a pleasure to work in the community where he lives. He praised Capital Alliance Group for their attention to detail and the professionalism they demonstrate to their clients. He elaborated on the expected revenue increase, highlighting how the ballot amendments will contribute to this growth. He noted that there is a significant opportunity to address agricultural issues, mentioning the incoming Senate president's commitment to this cause. He remarked that they should pursue agricultural projects, as that is where the legislature plans to invest funds.

- Mr. Sharkey shared insights from his discussions with incoming Senate President Albritton, highlighting his commitment to tackling food insecurity for children and addressing water issues.

Federal Funding for New Sewer Connections

Issue: For many years, Leon County has worked alongside the City of Tallahassee, the State of Florida, and other partners to expand sanitary sewer system infrastructure, and to convert properties from onsite septic treatment systems to centralized sewer service. Septic systems have been identified as a major source of nutrients (such as nitrogen and phosphorous) in groundwater, lakes, streams, and springs. When there are too many nutrients in surface water,

they act as a fertilizer for fast-growing bacteria and algae. This rapid growth can cause algal blooms that can reduce water quality, kill aquatic animals and plants, and form toxins.

Action: Support the allocation of federal funds to support a new grant program, authorized under Section 50209 of the federal Infrastructure Investment and Jobs Act, that would help cover the costs of connecting low-income individuals to publicly owned wastewater treatment systems.

Amtrak Passenger Rail Restoration

Issue: Amtrak's Sunset Limited passenger rail service for the Gulf Coast Region, between New Orleans and Jacksonville through Leon County, was suspended following Hurricane Katrina in August 2005. Since that time, Leon County has engaged the local legislative delegation, FDOT, and federal and state partners to advocate for the resumption of passenger rail service along the Gulf Coast route. In July 2017, the Gulf Coast Rail Service Working Group, established by Congress to evaluate the restoration of the Gulf Coast rail service route, presented its final report identifying sustained financial support for capital improvement needs and projected operating losses as a key challenge to service restoration. The final report identified short-term and long-term phase projects and federal funding opportunities to support restoration efforts including the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, and the Restoration and Enhancement Grants (REG) Program. More recently, the federal Infrastructure Investment and Jobs Act (IIJA) included $66 billion in funding for passenger and freight rail infrastructure, which is the largest investment in rail transit since the creation of Amtrak 50 years ago. Specifically, the IIJA dedicates new federal funding through the CRISI and REG programs to eliminate Amtrak's backlog of deferred rail maintenance, creates new and renovates existing corridors nationwide, and increases funding for federal competitive grants that support intercity rail improvements.

Action: Support efforts to facilitate the restoration of passenger rail service in the Gulf Coast region.

Federal Cannabis Legislation

Issue: In recent years, several states have passed laws authorizing the use of cannabis for medical and/or recreational use. At this time, 38 states and the District of Columbia have approved measures to regulate cannabis for medical use, and 24 states approved measures to regulate the personal recreational use of cannabis for adults. In Florida, a proposed constitutional amendment will be on the November 2024 General Election ballot for the legalization of the recreational use of cannabis for adults. Regardless of state laws, Article VI of the United States Constitution provides that federal law preempts state law, even when those laws conflict. Accordingly, any possession or use of marijuana, even if legal under state law, remains illegal under federal law and is punishable under the Controlled Substance Act (CSA).

Action: Support federal legislation related to the decriminalization of marijuana at the federal level, including the de-scheduling of marijuana from the Controlled Substances Act.

Federal Lands for Affordable Housing and Public Services

Issue: The federal government owns 99 parcels within Leon County totaling nearly 106,000 acres of land, including a portion of the Apalachicola National Forest, post offices, federal agency offices, Federal Correctional Institution-Tallahassee, and a U.S. Navy Reserve Station. All properties located within the Urban Service Area, as designated in the Tallahassee Leon County Comprehensive Plan, are either improved or within the boundaries of the Apalachicola National Forest. Recognizing that the federal government owns a substantial amount of vacant land

within the County, the Board recently adopted the following Strategic Initiative during its January 2024 Retreat.

Action: Coordinate and engage with the County's federal delegation and lobbying team to evaluate opportunities to acquire eligible, non-conservation, federal lands for the provision of affordable housing and public services.

Foreign Trade Zone Application

Issue: In 1934, the United States created the U.S. Foreign-Trade Zone (FTZ) Program to improve the competitiveness of U.S. companies versus foreign-based companies. An FTZ is a designated area within a country where imported goods can be stored or processed without being subject to import duty which improves U.S. competitiveness by reducing operation costs. Specifically, FTZs encourage value-added activities at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise, as well as other savings. The competitive advantages for businesses located in FTZs vary depending upon the type of operations involved and authority granted by the federal Foreign-Trade Zones Board and U.S. Customs and Border Protection Customs but generally may include duty exemptions/deferrals, inverted tariffs, merchandise processing fee reductions, and others.

Action: Support the City of Tallahassee's application for a Foreign Trade Zone at the Tallahassee International Airport.

National Association of Counties (NACo) Issues

Issue: The National Association of Counties (NACo) advocates with a collective voice on behalf of America's 3,069 county governments. Its membership includes urban, suburban, and rural counties. NACo's advocacy efforts are guided by a policy platform and single-subject policy resolutions adopted at each annual conference by policy committees and the full membership. Each year, most of the County's substantive federal priorities align with NACo's policy platform. For the first session of the 119th Congress, NACo will be advocating for or against a variety of substantive federal issues on behalf of all counties across the nation, including infrastructure funding, health care, and mental health reform, economic and workforce development, development of broadband technology and infrastructure, disaster relief and resilience, and more.

Action: Support NACo's federal legislative program unless specific issues conflict with Leon County's interests.

Comparative Analysis of State Lobbying Contracts and State Appropriations

On September 17, 2024, the Board requested an update on the County's state lobbying services, including an analysis of state appropriations among like-sized counties and their use of contract lobbying services. At that time, the Board requested an option to issue an RFP for additional lobbying services specifically focused on securing appropriations during the upcoming state legislative session. Accordingly, this section of the workshop provided a comparative analysis of like-sized counties to review contracted lobbying services and funding secured in the state budget and concludes with options should the Board wish to obtain additional contract lobbying services specific to appropriations. For the comparative analysis, staff reviewed the FY 2024 – 2025-line-item budget approved by the Legislature (HB 5001) and associated State budget documents (Attachment #5), the Governor's FY 2025 veto list (Attachment #6), and surveyed like-sized counties to gather information on their state legislative lobbying contracts. The information evaluated for this analysis is summarized as follows:

Comparison of Contracted State and Federal Lobbying Services

Ken Morris gave an update. As discussed throughout this item, Leon County utilizes contract lobbying services at the state and federal levels to further the County's legislative goals and in pursuit of appropriations for key local projects. The County's contract lobbying firms provide support by advocating for the County's legislative priorities at the state and federal level. The practice of retaining contract lobbyists is common among local governments to advance legislative priorities and to mitigate or defeat harmful legislation.

- Ms. Paden continued her presentation by displaying graphs and tables comparing lobbying contract expenditures between Leon County and other similarly sized counties. She discussed state funding opportunities available through agency appropriations and line-item funding requests for local projects. She highlighted potential actions the Board could take, which include, but are not limited to:
    - Issue an RFP for Additional State Lobbying Services
    - Provide Additional Funding to Existing State Lobbyist to Expand Services
    - Issue an RFP for State and Federal Lobbying Services for FY 2026

- Chair Cummings expressed her gratitude to the state and federal lobbyists for their informative presentation and the comprehensive written materials they provided. She remarked that she wanted to turn the discussion over to Commissioner Caban, as he had raised several important issues regarding their lobbying contract.

- Commissioner Caban began by providing the Board members with a handout that highlighted key statistics that troubled him. He praised Ms. Paden for her hard work and stated that she did an excellent job. He explained that raising this issue fulfills his commitment to always act in the best interest of Leon County taxpayers, expressing concern that this objective is not currently being achieved, as shown by the figures in his handout. He declared that the State of Florida had been flush with cash, and they have been missing out on opportunities in the budget. He reiterated his desire to issue an RFP to engage an additional firm specifically for appropriations.

- Commissioner O'Keefe inquired about the progress made on their priorities, specifically regarding efforts to reduce PFAS exposure and whether any advancement had been achieved in that area.
    - Ms. Cram responded that they have seen some progress, with the EPA developing rules regarding PFAS and some related legislation. She stated that this remains a priority for them, and they will continue to work with the Board to address the issue.

- Commissioner O'Keefe referenced a report from their last meeting indicating the need to update or expand their detention center, and he inquired about opportunities to expedite that priority.
    - Ken Morris responded by discussing the criteria for differentiating state prisons from local jails and potential changes that could be implemented in that area. He stated that addressing mental health concerns would also be beneficial in reducing the size of the jail population.

- Commissioner Maddox inquired about additional benefits individuals lose upon incarceration, besides Medicaid and voting rights. He expressed concern about rights being taken away before a conviction and suggested that they should examine this issue more closely.

- Commissioner O'Keefe raised the topic of effectiveness regarding the current lobbying firms, particularly in relation to line-item funding. He discussed defensive strategies to mitigate the impact of legislation on the County, noting that one of the key roles of a lobbyist is to prevent surprises. He inquired about the financial impact the County has avoided by using the current lobbying firm.
    - Ms. Paden responded that they avoided the FRS COLA reinstatement and the proposed property tax exemption increase, saving approximately $20 million in cost shifts.

- Mr. Sharkey stated that their top priority has always been to protect the state workforce, mentioning several representatives they've collaborated with to ensure fair compensation for state employees. He responded to Commissioner Caban by emphasizing the County projects they had secured funding through appropriations or agency grants.

- Commissioner O'Keefe stated he rejected the idea of changing lobbying firms at this time, citing that doing so would reflect poor business practices since they just renewed the contract in June. He also noted that the County's political affiliation appears to be a significant factor in why they score lower in certain areas compared to other similarly sized counties, adding that changing lobbying firms wouldn't alter that reality.

- Commissioner Minor inquired about our federal legislative priorities, highlighting a grant application for safety improvements on North Monroe Street that was submitted to the U.S. Department of Transportation but denied this year. He expressed a strong interest in reapplying next year and sought advice on strategies or actions that could improve the likelihood of approval.
    - Ms. Cram responded that they could help and suggested they start with a debrief. She added that they would recommend meeting with the department to discuss the overall direction of transportation in Leon County.

- Commissioner Minor highlighted some of their state legislative priorities and expressed gratitude to the Board for incorporating the Southern Rail Commission into their Amtrak rail restoration efforts. He mentioned that the Florida Association of Counties (FAC) had adopted a legislative proposal to prioritize joining the Southern Rail Commission in order to secure federal funding. He mentioned collaborating with other County Commissioners from across the state on a letter to the Governor and legislative leaders, urging them to have Florida join the Southern Rail Commission. He commented that they excel at securing agency appropriations, totaling around $60 million a year, and inquired about how other similarly sized counties are faring with their agency appropriations.
    - Ken Morris replied that there isn't a statewide system for tracking that information, but they keep track of the data internally.

- Commissioner Minor inquired about their expectations for the success rate of Leon County's line-item appropriations in the upcoming year, while recognizing that various factors could influence the outcome.

  - Mr. Sharkey responded that several factors are at play, including the overall budget and the impact of hurricane recovery. He noted that they have a strong delegation of legislators they collaborate with and highlighted the numerous projects they have submitted on behalf of the County. He mentioned that the Fairgrounds beautification project, costing $13.5 million, is a significant request and remarked that he would categorize projects into different tiers. He concluded by noting that line-item appropriations are somewhat more challenging, whereas applying through agency requests tends to result in a higher success rate.

- Sean Pittman noted that achieving success with the legislature is not a one-dimensional process; rather, numerous factors influence the level of success. He emphasized that having a strategy is crucial, highlighting that relationships are key, and the amount of available funding is among the factors that can determine success. He pointed out that one key strategy they leverage is recognizing the heavily staff-driven nature of the process, building strong relationships with staffers who are part of the community is essential to their approach for success.

- County Administrator Long remarked that they aim to highlight the nuanced nature of the appropriations process, but he emphasized the complexity doesn't diminish their commitment to pursuing appropriations vigorously. He noted the disparity in how the legislature perceives the County's funding, particularly regarding the inclusion of state university funding as part of the County's financial resources.

- Commissioner Minor mentioned that he had collaborated closely with their lobbyist over the years on various issues and has consistently found them to be very responsive to the concerns of citizens in his district. He stated that Leon County receives a substantial amount of state funding, primarily through agency appropriations, with only a limited amount coming from line-item appropriations in recent years. He highlighted the lobbying firm's successes, noting that they played a key role in blocking changes to the FRS that would have cost the county around $20 million. He concluded by stating that, at this time, he is not looking to change their lobbying team, although he would like to see an increase in line-item appropriations.

- Vice-Chair Welch sought clarification about the $117 billion state budget for 2024-2025 and whether an additional $3 billion was expected. He inquired about the potential revenues if Amendment 3 passes, whether it would affect county revenues, and if the state legislature has a plan for using those revenues. He also inquired about the impact of the Homestead Exemption Amendment on county revenues.
  - Mr. Sharkey replied that economists have examined this issue, and if Amendment 3 passes, the legislature will decide how to tax it then.
  - Ms. Paden responded that the Homestead Exemption Amendment would not have as significant an impact as the proposed increase in the property tax exemption, since the Amendment only allows for an annual adjustment based on inflation for the exempt amount.

- Vice-Chair Welch remarked on the state lobbying contract, stating he tends to agree with Commissioner Caban due to the lack of approved line-item projects and the Governor vetoing their priorities. He emphasized the importance of finding firms that can navigate these challenges by building stronger relationships. He suggested hiring an additional lobbying firm with strong connections to legislative staff, one that can deliver a noticeable return on their investment.

- Commissioner Proctor stated that Leon County needs an additional lobbying team to help represent them and expressed that he doesn't see how the community would be disadvantaged by hiring another lobbying firm. He noted that the governor has 10 days to sign or veto bills after the legislature adjourned and highlighted the importance of having individuals with strong relationships with the governor and staff to help Leon County navigate that critical time. He requested Ms. Cram clarify Donald Trump's proposal to open federal land for affordable housing and whether federal approval would be necessary to use federal land in Leon County for that purpose. He stated that if Trump wins, their priority should be to secure more federal property in Leon County, primarily focusing on affordable housing, mental health services, and then jail expansion. He expressed his belief that Leon County is not receiving sufficient funding from the legislature through line-item appropriations, highlighting that as the 14th largest county in the state, they are falling short in securing adequate financial resources relative to our size compared to other counties.

- Chair Cummings expressed her gratitude to the lobbyists, County Administrator, and staff for their time and efforts. She acknowledged the convoluted process across the street but insisted that, as the Capital City, they deserve more and need to secure additional funding. She sought clarification on the currently recommended options, and which one would not negatively impact the existing contract with their state lobbying firm.

    - County Attorney O'Steen responded that option #3 would require an amendment to the existing contract, while option #4 would involve an additional solicitation, resulting in a new contract with a different lobbying firm. She noted that option #3 would be quicker than option #4 but added that either choice would enable them to have an additional lobbying firm in place before session begins.

- Chair Cummings expressed her support for Option #4 and made a motion.

- Commissioner Maddox stated that if they decide to hire an additional lobbying firm, he is unwilling to allocate more than $20,000 to $25,000 for the new firm. He expressed his belief that a new firm could assist Leon County in securing additional funding within that budget. He mentioned that he was comfortable with either Option 3 or Option 4, but he was particularly interested in the timeline and which option could be implemented more quickly.

    - County Administrator Long replied that both options would enable them to hire the additional lobbying firm before the legislative session begins.

Commissioner Maddox moved, seconded by Commissioner Proctor, to approve Option #1: Approve the 2025 State and Federal Legislative Priorities.

The motion carried 7-0.

- Commissioner Caban expressed his appreciation for the input and discussion from his colleagues. He mentioned that he was leaning toward Option #4 and asked Commissioner Maddox if he would be willing to allocate $40,000 to hire an additional firm specifically for appropriations. He stated that he wants firms to submit bids for this contract, but they may not apply if the budget is too low.

- Chair Cummings stated that if they consider Option #4 and assign a specific dollar amount for the upcoming legislative session, she believed it could work.

- Commissioner Maddox inquired whether the contract would include aspirational goals for dedicating a percentage of the work to minority-owned lobbying firms.
    - County Administrator Long responded that if they wish to include that provision in the new contract, they will need to receive formal direction from the Board.

- Commissioner Maddox stated that he would agree to the $40,000, provided that $10,000 of the contract is allocated explicitly to minority-owned firms.

Commissioner Caban moved, seconded by Commissioner Maddox, to approve Option #4: Allocate up to $40,000 to hire a new lobbying firm specifically for appropriations, with $10,000 (25%) dedicated to MWSBE; including an amendment to pull the money from contingency.

The motion carried 5-2. (Commissioner O'Keefe and Commissioner Minor in opposition).

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 2:56 p.m.

ATTEST:

BY: _____
Brian Welch, Chair
Board of County Commissioners

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

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Purchasing Policy
October 22, 2024

The Leon County Board of County Commissioners met for a Workshop on Leon County's Purchasing Policy on Tuesday, October 22, 2024, at 3:00 p.m. in Chambers with Chair Carolyn Cummings presiding. Vice-Chair Brian Welch, Commissioners David T. O'Keefe, Christian Caban, Bill Proctor, Rick Minor, and Nick Maddox were present. Also present were County Administrator Vincent S. Long, County Attorney Chasity H. O'Steen, and Clerk to the Board Beryl H. Wood.

Facilitators: Ken Morris, Assistant County Administrator
Melanie Hooley, Director of Purchasing
Roshaunda Bradley, Director, Office of Management and Budget
Darryl Jones, MWSBE, Deputy Director

Chair Cummings called the meeting to order and welcomed everyone.

County Administrator Long addressed the Board and introduced County staff facilitating the workshop. He stated that as requested by the Board, this workshop item provided a comprehensive analysis of the proposed revisions to County Policy No. 96-1, "Purchasing Policy." The proposed revisions to the Purchasing Policy sought to align the policy and procedures with current best practices, legal requirements related to government procurement, and update terminology for clarity and effectiveness. He then handed the meeting off to Ken Morris, Assistant County Administrator.

Mr. Morris addressed the Board and shared that on January 23, 2024, an agenda item was brought to the Board seeking to update County Policy No. 96-1, "Purchasing Policy." He explained that the Purchasing Policy governs the procurement, supplies, and services that support the County's operations to meet its responsibilities to the citizens daily. The Purchasing Policy touches every County Department and just about everything done by the County. At that time, the Board tabled the item and requested a workshop in May 2024 to review the Purchasing Policy. He noted this workshop has been rescheduled twice due to the May 10th tornadoes and Hurricane Helene, which impacted Leon County in late September 2024. Mr. Morris stated the current Policy has obsolete definitions and sections; does not include all current procurement methods allowed by law; and the small purchase thresholds are reflective of 2017 costs for commodities, equipment, and services. He also introduced the people at the round table who would be leading the discussion and shared they would discuss the three versions of the policy: proposed, current, and redlined.

Melanie Hooley, Director of Purchasing, gave an overview of the Purchasing Policy. She stated they have a Purchasing Policy to assure the best value, which is the most important balance of price, quality, and performance, and to enhance vendor confidence through transparency and fairness. She also discussed grant funding and the significant amount of questions concerning the procurement methods. She highlighted the different procurement methods:

Overview of Purchasing Policy

- Small Purchases
    - Require no official method of procurement.

- Purchasing Quotes
    - Three competitive quotes are required.
- Competitive Sealed Solicitations
    - Invitation to Bid (ITB)
    - Request for Proposals (RFP)
    - Invitation to Negotiate (ITN)

Policy Revisions:

- General Revisions
- Legal Updates
- Purchase Categories Exempt from Competitive Procurement
- Process Improvements
- Purchasing Thresholds
- Contract Award and Signature Authority Thresholds

Ms. Hooley proceeded to discuss general revisions to the Purchasing Policy that were proposed to make it more structured and to remove redundant language by enhancing the overall flow and clarity of the document.

- Highlighting the rights of the Board and the purpose of the Policy to succinctly identify the goals of the Policy and focus on the promotion of fair competition, quality, and cost-effectiveness.
- A restructuring of the document to remove unnecessary duplications.
- An addition of relevant terms and definitions, and removal of obsolete and duplicative terms to ensure that the policy and procedures are clear to staff and prospective vendors.
- Removal of obsolete references to petty cash, which is no longer utilized by County employees and is not an allowable procurement method. At the Board's direction, Purchasing Cards are now used for small purchases instead of petty cash. Purchasing cards offer enhanced security and substantial rebates that are not available with petty cash purchases.

She then highlighted the legal updates.

Leon County purchasing is governed by Ordinances, policies, and, where applicable, State and Federal laws and regulations. In consultation with the County Attorney's Office, the following revisions sought to ensure compliance with applicable State and Federal laws and regulations to achieve the most efficient and effective purchasing methods:

- Update the required E-Verify language per Section 448.095, Florida Statutes. The "E-Verify system" is an Internet–based system operated by the U.S. Department of Homeland Security that allows participating employers to verify the employment eligibility of new personnel electronically.
- Update the Legal and Official Advertisements in accordance with Chapter 50, Florida Statutes (2023), which in many instances no longer requires newspaper advertisements for competitive solicitations. Local governments may now utilize digital advertisements for competitive solicitations, such as Invitations to Bid or Requests for Proposals. While most contractors receive notifications via multiple digital platforms and notification

systems, the current Policy still requires these solicitations to be advertised in a newspaper of general circulation. Eliminating the advertising requirement in print newspapers is consistent with previous Board action related to the use of digital notices for public meeting notices. This change is expected to save the County approximately $4,000 annually.

- Update the Bid Protest Procedure to address the rare instances when a bidder challenges the County's procurement process and initiates a Bid Protest.
- Include and define the Invitation to Negotiate (ITN) solicitation option.

She highlighted several process improvements.

The proposed process improvements seek to enhance the procurement process for prospective vendors through the most efficient and effective purchasing methods.

- Discontinue the use of Field Quotes and removal of obsolete references.
- Procedural revisions for Informal Bids to align with current best practices that ensure greater safeguards and fair competition.
- Addition of an Informal Bid Process reserved for Small Business Enterprise.

She commented on Purchasing Thresholds and shared the table:

Procurement Method	***Current Threshold***	***Proposed Threshold***
Small Purchase Procedures – Tangible Property/Controlled Asset Consumables Warehouse Operations	$1 to $1,000 $1 to $2,500 $1 to $5,000	$1 to $1,000 $1 to **$3,500** $1 to **$7,000**
Purchasing Quotes	$5,000.01 to $50,000	**$3,500.01** to $50,000
Bid – Informal Bid Process – Standard	$50,000.01 to $100,000	$50,000.01 to $100,000
Bid – Informal Bid Process for Small Business Enterprise Program	N/A	**$50,000.01 to $300,000**
Bid – Informal Bid Process for Tenant Renovations / Improvements to County Space Leased by Private Entities	$50,000.01 to $200,000	$50,000.01 to $200,000
Competitive Procurements	$100,000.01 and above	$100,000.01 and above
Blanket Purchase Orders – Non-contractual Contractual	Not to exceed $5,000 Not to exceed annual contract value	Not to exceed **$10,000** Not to exceed annual contract value

Contract Award and Signature Authority Thresholds were shared.

Individual	***Threshold****
Purchasing Director	Procurement Agreements up to **$125,000**
County Administrator	Procurement Agreements up to $250,000 **and Employee Benefits Agreements****
Board of County Commissioners	Procurement Agreements greater than $250,000

Mr. Morris clarified that the Employee Benefits Agreement would apply to benefit programs that do not require additional County funding. He cited pet insurance as an example, explaining that the County Administrator would be authorized to implement a new program for the upcoming

year or, through Human Resources, establishing a legal representation benefit or employee benefit program that provides access to legal education or services often at a reduced cost. This authority would also cover programs with existing vendors that have been previously approved or funded within the Board's budget process. He stated, for instance, after the Board completes the budget process in spring and summer, any approved healthcare cost increases with an existing vendor would grant the County Administrator the authority to finalize that agreement. However, if the County seeks a new vendor, Board approval would still be necessary.

Commissioner Proctor asked about the policies governing procurement methods, specifically questioning the criteria that determine when a bond requires additional categories. He sought clarification on whether these requirements were arbitrary or regulated by state statute or ordinance.

- Ms. Hooley responded that the threshold is set in the County's policy at $200,000. She explained that she has the option to remove categories but would need approval from the County Administrator to do so.

Commissioner Proctor asked Darryl Jones if the bond requirement poses challenges for Black-owned and small businesses. He inquired whether increasing the bond threshold to $350,000–$400,000 would benefit these businesses.

- Mr. Jones responded that bond requirements can often be waived with the County Administrator's approval. He explained that they aim to ensure firms have the necessary bonding capacity by collaborating with the FAMU Small Business Development Center, which connects potential bond providers with businesses. As they reserve more projects for Small Business Enterprises (SBEs), they actively link these businesses with resources to secure the required bonding capacity for specific projects. He emphasized their commitment to supporting minority businesses and prioritizing local businesses.

Commissioner Proctor further inquired about the extent to which local dollars are reinvested into the community versus how much funding goes outside. He asked about the categories of investments made with local procurement dollars and sought clarification on where these funds are allocated.

- Mr. Morris responded that, by definition, all Minority and Women-Owned Business Enterprise (MWBE) funds are local, as MWBE-certified businesses must be based within regional counties. He explained that they do not separate or analyze local versus non-local procurement within the overall procurement process, which is largely local. For larger projects, out-of-town vendors are rare, and typically limited to specialized services like 911 systems or cybersecurity. He also noted that most construction and contracting services are sourced locally.

Commissioner Proctor asked County Attorney O'Steen if there were any legal restrictions that would prevent the County from adopting a policy of prioritizing directing funds to local vendors who can provide necessary services. He sought clarification on whether such a stance to favor local area vendors, whenever possible, would be legally permissible.

- County Attorney O'Steen explained how the procurement process affects the selection of local vendors, using an example. She noted that only cost is considered in sealed solicitations, such as an Invitation to Bid (ITB). For instance, if a vendor from Jacksonville offers a bid that is $10,000 less than a local vendor, the County would select the Jacksonville vendor since cost is the sole criterion. However, she mentioned that in some solicitations, there are criteria allowing local vendors to receive additional points, though this does not apply in an ITB. She explained that, depending on the procurement

method, there may be limitations on whether the County can prioritize a local vendor over the lowest-cost option.

Commissioner Proctor emphasized the significance of prioritizing local reinvestment by directing tax dollars back into community vendors who contribute to the local tax base. He acknowledged uncertainty about whether a formal policy exists, but underscored the Board's commitment to supporting local vendors, indicating that, in practice, they operate with a local preference in mind.

- Ms. Hooley explained that the Board has a 5% local preference policy for bids, with a cap of $20,000. She noted that, under this policy, they have the flexibility to award contracts to a higher bidder if that bidder is local, aligning to support local vendors.

Commissioner Proctor commented on the new category for small business enterprises. He inquired about a new prohibitive basis and why that couldn't be raised from $25,000 to $300,000.

- Daryl Jones commented on the MWBE utilization report, highlighting that the Board aimed to empower minority firms to serve as prime contractors. To support this, they raised project thresholds to $300,000, enabling direct contract awards to minority firms. The updated SBE program allows minority, women-owned, and local businesses to compete without external firms entering the market or out scaling local competitors. He emphasized their goal to optimize opportunities for awarding contracts to these firms as prime contractors.

Commissioner Proctor inquired if it is possible to lower the $25,000 threshold.

- Mr. Morris suggested they look at two lines within the purchasing quotes; the ceiling for purchasing quotes is $50,000. He shared it was a different procurement process for things that are up to $50,000. Once you reach $50,000, you trigger the informal bid process. He noted that for SBE they go higher, in that informal bid process we are going out and seeking contractors exclusively that are SBE, for example, the library roof repair. He stated those were projects that only certified SBE could bid on, due to it being up to $300,000.
- Mr. Jones SBE noted that with procurements that are under $50,000, one of the quotes must come from a certified MWBE.

Discussion followed among the Board.

Commissioner Maddox inquired about the SBE informal bid process range of $50,000 - $300,000.

He inquired about the difference between SBE and MWBE.

- Mr. Jones responded and shared that MWBEs qualify as SBEs. They all qualify as SBEs.
- Commissioner Maddox expressed his support for ensuring MWBEs participate at all levels. He reiterated that MWBEs are involved across all threshold levels in both current and proposed policies. He also noted that the specified percentages are intended as aspirational goals.
- Mr. Jones responded that aspirational goals may be set depending on the project size, but, per the Commission's policy direction, if an MBE (Minority Business Enterprise) or WBE (Women Business Enterprise) is awarded a project with set goals, they already qualify. He clarified that this approach aligns with the Commission's policy directive.

Commissioner Minor discussed OpenGov, the third-party procurement system used for handling informal bids. He noted that one of its updates includes adopting a sealed bid process for these bids. He inquired about other uses of OpenGov, such as posting Requests for Proposals (RFPs).

- Ms. Hooley stated it was for all sealed bidding.

Commissioner Maddox discussed the professional lobbying contract, stating that if they wanted to include a minority component in it, they would have to specify that. He asked about the difference between professional and construction contracts.

- Mr. Jones responded yes for aspirational goals 6% MBE and 5% WBE.

Mr. Morris explained that the existing lobbying contract includes aspirational goals for minority participation. He noted that today's discussion focused on a specific purpose with a narrow scope and budget. For instance, if $40,000 is allocated, they would consider whether the full amount should go to a prime contractor or if a portion should be designated for an MBE (Minority Business Enterprise).

Commissioner Maddox asked if they would have to specify those goals.

- Mr. Jones stated through the process of pre-solicitation, when they meet with the project manager based upon the scope of work, that is how they determine what goals should be ascribed.
- Mr. Morris explained that the disparity study sets different goals for various services but does not include aspirational goals. He noted that market limitations or restrictions on using state and federal funds often prevent them from assigning aspirational goals to certain projects. This information will be clarified in the agenda packet.

Commissioner Proctor commented on the Tallahassee Housing Authority and asked what it has that the County does not. He commented on numbers where Leon County comes in at 35 - 40% and County sets like 4 - 5%.

- Mr. Jones commented on the difference. They are bound by a disparity study that provides the legal defensibility for our program, and based upon that disparity study, that's how we provide our aspirational goals.

Commissioner Proctor inquired about whistleblower protection for those persons who are aware of practices that might be illegal. He inquired if the whistleblower protection segment could be added to the policy for those persons to be protected and not suffer retaliation.

- County Attorney O'Steen reaffirmed that there is already a full whistleblower protection under state and federal law. She commented that they could add an additional section to the policy, but it would mirror those laws.

Commissioner O'Keefe shared that Commissioner Proctor had good points. He inquired about an anonymous abuse fraud line.

- County Administrator Long stated the County already has a fraud hotline established.

Commissioner O'Keefe commented on the importance of balance controls and that they operate efficiently.

Commissioner Caban moved for staff recommendation. He shared that he appreciated the updated, red-lined additions to the Purchasing Policy and agreed that large purchases still require Board approval.

Chair Cummings commented on the addition of the whistle-blower protection reference being added.

Commissioner Caban moved, seconded by Commissioner O'Keefe, to approve Option #1: Approve the revisions to Leon County Policy No. 96-1, "Purchasing Policy." Amend: add whistle-blower protection reference.

The motion carried 7-0.

Chair Cummings thanked everyone for their work on this presentation.

Commissioner Caban thanked Chair Cummings for her leadership, as this would be her final official meeting that she would chair in its entirety.

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 3:53 p.m.

ATTEST:

BY: _____
Brian Welch, 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

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers

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

Statement of Issue:

This item requests Board approval of the payment of bills and vouchers submitted for December 10, 2024, and pre-approval of payment of bills and vouchers for the period of December 11, 2024, through January 27, 2025.

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 December 10, 2024, and the pre-approval of payment of bills and vouchers for the period of December 11, 2024, through January 27, 2025.

Report and Discussion

Background:

The Office of Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the December 10th meeting, the morning of Monday, December 9, 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 January 28, 2025, it is advisable for the Board to pre-approve payment of the County's bills for December 11, 2024, through January 27, 2025, 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 December 10, 2024, and the pre-approval of payment of bills and vouchers for the period of December 11, 2024, through January 27, 2025.
2. Do not approve the payment of bills and vouchers submitted for December 10, 2024, and the pre-approval of payment of bills and vouchers for the period of December 11, 2024, through January 27, 2025.
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

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Fiscal Year 2024 Carry Forward Adjustments

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Roshaunda Bradley, Director, Office of Management & Budget
Lead Staff / Project Team:	Brandy Furbee, Budget Manager Eryn Calabro, Principal Budget & Grants Coordinator

Statement of Issue:

This item seeks Board approval to authorize final Fiscal Year (FY) 2024 carry forward adjustments.

Fiscal Impact:

This item has a fiscal impact. This item recommends adjustments to FY 2024 operating, capital, and grant project carry forwards.

Staff Recommendation:

Option #1: Authorize the carry forward adjustments of FY 2024 appropriations to the FY 2025 budget by approving the Resolution and associated Budget Amendment (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval of a FY 2024 carry forward adjustment budget amendment. The Board approved initial carry forwards at the October 8, 2024, meeting. After the October 8th meeting, a final review was completed of capital project balances and additional year-end accounting adjustments (i.e., journal voucher payments, year-end payables, closing of purchase orders, the posting of interest to select grant projects, and the booking of deferred revenues) which supports the recommended additional carry forward of projects and final adjustments to project balances.

Analysis:

The FY 2024 carry forward adjustment budget amendment lists each operating, capital, and grant project where funds were reduced or increased based on final FY 2024 expenditures (Attachment #1). These funds will be added to or reduced from the FY 2025 budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2024.

Options:

1. Authorize the carry forward adjustments of FY 2024 appropriations to the FY 2025 budget by approving the Resolution and associated Budget Amendment (Attachment #1).
2. Do not authorize the carry forward adjustments of FY 2024 appropriations to the FY 2025 budget.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Resolution and Budget Amendment for FY 2024 Carry Forward Adjustments

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2024/2025; 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 10th day of December, 2024.

LEON COUNTY, FLORIDA

By:_____
Brian Welch, Chairman
Board of County Commissioners

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

By:_____

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

By:_____

FISCAL YEAR 2024/2025
BUDGET AMENDMENT REQUEST

No: BAB25006
Date: 11/27/2024

Agenda Item No:
Agenda Item Date: 12/10/2024

County Administrator
Vincent S. Long

Assistant County Administrator
Ken Morris

Request Detail

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			

Fiscal Year 2024 Carryforward Adjustments (See Attached)

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			

Subtotal: -

Purpose of Request

The FY 2024 carry forward adjustment budget amendment lists each operating, capital, and grant project where funds were reduced or increased based on final FY 2024 expenditures. These funds will be added to or reduced from the FY 2025 budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2024.

Division/Department
2502/25

Brandy Furbee, Budget Manager

Roshaunda Bradley, Budget Director

Approved By: **Resolution** ☒ **Motion** ☐ **Administrator** ☐

FY 2024/2025 Operating Carry Forward Adjustments

Account Description	Fund	Org	Account	Prog	Revenue	Expenditure
1 - General Fund						
Appropriated Fund Balance	001	000	399900	000	3,409	
Human Resources						
Employee Incentives	001	160	54909	513		3,409
General Fund Subtotal					**3,409**	**3,409**

Account Description	Fund	Org	Account	Prog	Revenue	Expenditure
2 - Emergency Medical Services Fund						
Appropriated Fund Balance	135	000	399900	000	108,612	
Emergency Medical Services						
Operating Supplies	135	185	55200	526		108,612
Emergency Medical Services Fund Subtotal					**108,612**	**108,612**

FY 2024/2025 Capital Improvement Carry Forward Adjustments

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Emergency Medical Services: Fund 135						
Appropriated Fund Balance	135	000	399900	000	11,446	
Emergency Medical Services Vehicles & Equipment Replacement	135	026014	56400	526		23,565
Emergency Medical Services Technology	135	076058	55408	526		(12,119)
Fund 135 Subtotal					**11,446**	**11,446**
Government Annex (BOA): Fund 165						
Appropriated Fund Balance	165	000	399900	000	(5,212)	
Leon County Government Annex	165	086025	54600	519		(5,212)
Fund 165 Subtotal					**(5,212)**	**(5,212)**
Huntington Oaks Plaza: Fund 166						
Appropriated Fund Balance	166	000	399900	000	(4,744)	
Lake Jackson Town Center	166	083002	56201	519		(4,744)
Fund 166 Subtotal					**(4,744)**	**(4,744)**
Capital Improvement: Fund 305						
Appropriated Fund Balance	305	000	399900	000	(210,982)	
Transfer from Fund 501	305	950	381501	000	193,351	
General Vehicle & Equipment Replacement	305	026003	56400	519		(52,168)
Apalachee Regional Park	305	045001	56300	572		(20,360)
Parks Capital Maintenance	305	046001	54600	572		(6,000)
Woodville Sewer Project	305	062003	56900	535		(3,577)
Belair-Annawood Septic to Sewer Project	305	062007	56900	535		(13,854)
Stormwater Pond Repairs	305	066026	56300	538		(5,173)
Financial Hardware and Software	305	076001	53400	519		16,656
County Compute Infrastructure	305	076008	56400	519		(263,328)
Geographic Information System	305	076009	54600	539		409,000
Geographic Information System	305	076009	56400	539		(409,000)
Permit & Enforcement Technology	305	076015	53400	537		(2,132)
Permit & Enforcement Technology	305	076015	54600	537		(6,163)
User Computer Upgrades	305	076024	55200	519		(4,959)
State Attorney Technology	305	076047	53400	519		(340)
Public Defender Technology	305	076051	54600	519		207
Records Management	305	076061	54600	519		(62,511)
Justice Information System (JIS) Upgrade	305	076065	53400	519		3,500
Courtroom Minor Renovations	305	086007	54600	519		(40,000)
Courtroom Minor Renovations	305	086007	55200	519		(456)
Courthouse Security	305	086016	54600	519		(1,294)
Courthouse Security	305	086016	55408	519		(1,293)
General Furnishings	305	086017	55408	519		127,000
Courthouse Renovations	305	086027	56201	519		(7,202)
Sheriff Facilities Capital Maintenance	305	086031	56201	523		(389,488)
Building Mechanical Repairs and Improvements	305	086077	56201	519		(14,699)
Building Infrastructure and Improvements	305	086078	56201	519		726,764
Building General Maintenance and Renovations	305	086079	54600	519		(7,814)
Solar Arrays on County Buildings	305	086081	56400	519		50,000
Public Safety Complex	305	096016	56201	529		(10,830)
Voting Equipment Replacement	305	096028	56400	513		(28,118)
Fund 305 Subtotal					**(17,631)**	**(17,631)**

FY 2024/2025 Capital Improvement Carry Forward Adjustments

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Gas Tax: Fund 306						
Appropriated Fund Balance	306	000	399900	000	639,893	
Public Works Vehicles & Equipment Replacement	306	026005	56400	541		896,547
Sidewalk Program	306	056013	56900	541		(175,841)
Intersection and Safety Improvements	306	057001	56900	541		(8,759)
Miccosukee Road Bridge Replacement	306	057918	56900	541		(45,421)
Maylor Road Stormwater Improvements	306	065005	56900	538		(25,320)
Stormwater Preventative Maintenance	306	067006	56900	538		(1,313)
Fund 306 Subtotal					**639,893**	**639,893**
Local Option Sales Tax: Fund 308						
Appropriated Fund Balance	308	000	399900	000	(109,314)	
Sheriff Facilities Capital Maintenance	308	086031	56201	523		(109,314)
Fund 308 Subtotal					**(109,314)**	**(109,314)**
Extended Local Option Sales Tax: Fund 309						
Appropriated Fund Balance	309	000	399900	000	(5,197)	
Fred George Park	309	043007	56300	572		(200)
Community Safety & Mobility	309	056005	55410	541		(4,997)
Fund 309 Subtotal					**(5,197)**	**(5,197)**
Sales Tax Extension: Fund 351						
Appropriated Fund Balance	351	000	399900	000	(106,892)	
Arterial Collector Resurfacing	351	056001	56900	541		(9,716)
Intersection and Safety Improvements	351	057001	56900	541		(97,176)
Fund 351 Subtotal					**(106,892)**	**(106,892)**
Sales Tax Extension 2020: Fund 352						
Appropriated Fund Balance	352	000	399900	000	(200,111)	
L.I.F.E. Rural Rd Safety Stabilization	352	091003	54600	541		(36,483)
L.I.F.E. Miccosukee Sense of Place	352	091004	56300	519		(139,097)
L.I.F.E. Street Lighting	352	091005	55410	541		(2,315)
Sidewalk Program	352	056013	56900	541		(22,216)
Fund 352 Subtotal					**(200,111)**	**(200,111)**
Solid Waste: Fund 401						
Appropriated Fund Balance	401	000	399900	000	(207,415)	
Transfer Station Improvements	401	036023	56300	534		(172,580)
Landfill Closure	401	036043	56300	534		(34,835)
Fund 401 Subtotal					**(207,415)**	**(207,415)**
Insurance: Fund 501						
Appropriated Fund Balance	501	000	399900	000	193,351	
Transfer to Fund 305	501	950	591305	581		193,351
Fund 501 Subtotal					**193,351**	**193,351**

FY 2024/2025 Grant Carry Forward Adjustments

Account Description	Fund	Org	Acct	Prog	Revenue	Expenditure
St. Marks Headwaters						
Appropriated Fund Balance	125	047001	399900	000	(604,392)	
Improvements Other than Buildings	125	047001	56300	572		(604,392)
Subtotal					**(604,392)**	**(604,392)**
Silver Lake to SR20 Blountstown Highway						
Silver Lake to SR20 Blountstown Highway	125	053012	331419	000	(17,335)	
Infrastructure	125	053012	55410	541		(17,335)
Subtotal					**(17,335)**	**(17,335)**
Magnolia Drive Multi-use Trail						
Appropriated Fund Balance	125	055010	399900	000	63,427	
Infrastructure	125	055010	56900	541		63,427
Subtotal					**63,427**	**63,427**
Intersection & Safety Improvements						
Revenue - Capacity Fee	125	057001	363244	000	(1,804)	
Infrastructure	125	057001	56900	541		(1,804)
Subtotal					**(1,804)**	**(1,804)**
Miccosukee Road Bridge Replacement						
Revenue - State Grant	125	057918	331420	000	(238,625)	
Infrastructure	125	057918	56900	541		(238,625)
Subtotal					**(238,625)**	**(238,625)**
Woodville Septic to Sewer						
Revenue - State Grant	125	062003	334354	000	615,112	
Infrastructure	125	062003	56900	535		615,112
Subtotal					**615,112**	**615,112**
Belair-Annawood Septic to Sewer						
Revenue - State Grant	125	062007	334356	000	156,074	
Infrastructure	125	062007	56900	535		156,074
Subtotal					**156,074**	**156,074**
NE Lake Munson Septic to Sewer						
Revenue - State Grant	125	062008	334357	000	(314,395)	
Infrastructure	125	062008	56900	535		(314,395)
Subtotal					**(314,395)**	**(314,395)**
Main Library Construction Grant						
Appropriated Fund Balance	125	912085	399900	000	(311,657)	
Operating Supplies	125	912085	56201	571		(311,657)
Subtotal					**(311,657)**	**(311,657)**
Slosberg Driver Education Act						
Slosberg $3 Driver Education	125	915013	348531	000	8,703	
Other Grants & Aids	125	915013	58300	529		8,703
Subtotal					**8,703**	**8,703**
Local Assistance Tribal Consistency Grant						
Revenue - Southwood Proportional Share	125	917023	331505	000	(38,315)	
Aid to Private Organizations	125	917023	58200	525		(38,315)
Subtotal					**(38,315)**	**(38,315)**
FDEP Springs Restoration						
Revenue - State Grant	125	927128	334368	000	(13,833)	
Improvements Other Than Buildings	125	927128	56300	535		(13,833)
Subtotal					**(13,833)**	**(13,833)**
FDEP FY22 Springs Restoration Grant						
Revenue	125	927130	334368	000	(116,250)	
Infrastructure	125	927130	55410	535		(116,250)
Subtotal					**(116,250)**	**(116,250)**
Small Cities CDBG-CV Old Concord School						
Revenue - Federal Grant	125	932157	331512	000	(295,288)	
Building Improvements	125	932157	56201	572		(295,288)
Subtotal					**(295,288)**	**(295,288)**
Total Fund 125					**(1,108,576)**	**(1,108,592)**

FY 2024/2025 Grant Carry Forward Adjustments

Account Description	Fund	Org	Acct	Prog	Revenue	Expenditure
Friends Library Endowment						
Revenue - Donation	127	913115	337716	000	(4,462)	
Books, Publications and Library Materials	127	913115	56600	571		(4,462)
Subtotal					**(4,462)**	**(4,462)**
Van Brunt Library Trust						
Revenue	127	913200	337725	000	(27,500)	
Other Contractual Services	127	913200	53400	571		(27,500)
Subtotal					**(27,500)**	**(27,500)**
US Treasury Emergency Rental Assistance 2						
Revenue - Federal Grant	127	932079	331612	000	(3,940)	
Emergency Assistance	127	932079	58345	554		(3,940)
Subtotal					**(3,940)**	**(3,940)**
Total Fund 127					**(35,902)**	**(35,902)**
ARPA Woodville Septic to Sewer						
Appropriated Fund Balance	137	062003	399900	000	(2,103,198)	
Infrastructure	137	062003	56900	535		(2,103,198)
Subtotal					**(2,103,198)**	**(2,103,198)**
ARPA NE Lake Munson Septic to Sewer						
Appropriated Fund Balance	137	062008	399900	000	(302,588)	
Infrastructure	137	062008	56900	535		(302,588)
Subtotal					**(302,588)**	**(302,588)**
Total Fund 137					**(732,590)**	**(732,590)**
Grand Total					**(1,877,068)**	**(1,877,068)**

Leon County
Board of County Commissioners

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Commissioner Appointments to the Library Advisory Board

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

Statement of Issue:

This item seeks Board approval to ratify Commissioners' appointments of citizens to the Library Advisory Board.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Ratify Commissioner Proctor's reappointment of Warren Webster Davis to the Library Advisory Board for a two-year term ending December 31, 2026.

Option #2 Ratify Commissioner Maddox's reappointment of Erin Ballas to the Library Advisory Board for a two-year term ending December 31, 2026.

Option #3: Ratify Commissioner O'Keefe's appointment of Kimberly Davis Windham to the Library Advisory Board for a two-year term ending December 31, 2026.

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:

Library Advisory Board (LAB)

Purpose: This Board serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the LeRoy Collins-Leon County Public Library.

Composition: There are 12 total members. Seven (7) at-large members are appointed by the Board with each Commissioner making one appointment; and five (5) ex officio members including a member of the Collins family; the President of the Friends of the LeRoy Collins-Leon County Public Library; the Director of the FSU Florida Center for Reading Research, or designee; the Dean of FAMU's College of Education, or designee; and the Developer of Instruction Technology for Leon County Public Schools, or designee.

At-large members serve two-year terms, expiring on December 31. Members may not serve more than three consecutive full terms, and vacancies are filled for the remainder of an unexpired term.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
12	1	Female – 9 Male – 2	White – 7 Black – 2 Asian – 1 Hispanic / Latino – 1

Vacancies: There is one vacancy due to the resignation of Kiosha Forston. The terms of Warren Webster Davis and Erin Ballas are due to expire on December 31, 2024. Mr. Davis and Ms. Ballas are seeking reappointment. Their applications and meeting attendance records are included as Attachments #1 and #2. The Commissioners have reviewed the eligible applications and have selected the applicants as listed in Table #1.

Table #1: Library Advisory Board

Vacancy *Term Status*	**Term Expiration**	**Eligible Applicants* (Application Attachment #)**	**Gender – Race**	**Recommended Action**
Warren Webster Davis *Served 1 Term Seeking reappointment*	12/31/2024	1. Warren Webster Davis	Male – White	Ratify Commissioner Proctor's reappointment for a two-year term ending December 31, 2026.
Erin Ballas *Served 1 Term Seeking reappointment*	12/31/2024	2. Erin Ballas	Female – White	Ratify Commissioner Maddox's reappointment for a two-year term ending December 31, 2026.
Vacant Seat 5	12/31/2024	3. Kimberly Davis Windham	Female – White	Ratify Commissioner O'Keefe's appointment for a two-year term ending December 31, 2026.

**A total of nine eligible applications were considered for appointment and are included as attachments for reference.*

Options:

1. Ratify Commissioner Proctor's reappointment of Warren Webster Davis to the Library Advisory Board for a two-year term ending on December 31, 2026.
2. Ratify Commissioner Maddox's reappointment of Erin Ballas to the Library Advisory Board for a two-year term ending on December 31, 2026.
3. Ratify Commissioner O'Keefe's appointment of Kimberly Davis Windham to the Library Advisory Board for a two-year term ending on December 31, 2026.
4. Board direction.

Recommendation:

Options #1 through #3

Attachments:

1. Warren Webster Davis application, resume, and attendance record
2. Erin Ballas application, resume, and attendance record
3. Kimberly Davis Windham application and resume
4. Michael Bland application and resume
5. Dr. Mary Alice Harris David application and resume
6. Dr. Contobia Horsey-Adams application and biography
7. Mike Kay application and resume
8. Ashley Alise Ligas application and resume
9. Isabella Joy Miletic application and resume

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

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.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Warren Webster Davis | **Date:** 9/5/2024 11:21:51 AM

Home Address:	1500 Belleau Wood Drive Tallahassee, FL 32308	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 933-2767	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	wwd6761@gmail.com	**How many years have you lived in Leon County?**	47

(EMPLOYMENT INFORMATION)

Employer:	CareerSource Florida	**Work Address:**	2308 Killearn Center Boulevard, Suite 101 Tallahassee, FL 32308
Occupation:	Policy Development Manager		
Work/Other Phone:	(850) 759-4357	**Work Email:**	wdavis@careersourceflorida.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 47

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Jeffrey Phillips, Ph.D.	**Name:**	Dr. Sam Ashoo
Address:	2308 Don Andres Avenue Tallahassee, Florida 32304	**Address:**	9670 Deer Valley Drive Tallahassee, Florida 32312
Phone:	(850) 491-0521	**Phone:**	(850) 445-0404

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

If yes, on what Committee(s) are you a member? *Library Advisory 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)* *Yes*

If yes, please explain *Business dealing with the State Workforce Development Board. I am an employee of CareerSource Florida. While the state board does not do business with the Leon County Public Library, CareerSource Capital Region, the local workforce development board does. I would respectfully abstain from business that included a vote on matters with CareerSource Capital Region.*

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

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

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

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

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

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

Members on this committee must be a resident of Leon County.

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

Signature: *Mr. Warren Webster Davis*

The application was electronically sent: 9/5/2024 11:21:51 AM

WARREN DAVIS

CONTACT

Address : Tallahassee FL 32308

Phone : (850) 933.2767

Email : wwd6761@gmail.com

WWW : linkedin.com/in/warrenwdavis

WWW : Bold Profile

SKILLS

Professional leadership skills including critical thinking; organizing and prioritizing work; project management; talent management; performance evaluations; mitigating crises; policy analysis; and, project reporting.

Proficiency with MS Office Suite; case management tracking applications; scanners, copiers, and other equipment; and, proficient typing 80 wpm.

Strong knowledge of local, state, and federal government; state customer service standards; state public records law; Florida Workforce System; and, federal and state workforce laws.

Strong written and verbal communication skills including attention to detail; writing policies, business letters, and documents in plain language; strategic and administrative policy analysis and writing; and, handling public relations between customers and government.

Professional leadership skills including critical thinking; organizing and prioritizing work; project management; talent management; performance evaluations; mitigating crises; policy analysis; and, project

PROFESSIONAL SUMMARY

Subject Matter Expert and trusted advisor skilled in research, analysis and examination of workforce development system strategies and operations. Interface and collaborate with core and combined partners, local workforce development boards, internal team members, and stakeholders to provide consultative enhancement recommendations based on workforce analysis and leadership instructions. Improve existing processes, procedures, technical enhancements, resource requirements and stakeholder engagement procedures to align with strategic goals.

WORK HISTORY

Project Manager, Writer and Submitter for Workforce Innovation and Opportunity Act (WIOA) Statewide Workforce Development Plans (2018 – 2024), 07/2016 to Current
CareerSource Florida - Tallahassee, Florida

- Developed Florida Two and Four-year Workforce Innovation and Opportunity Act (WIOA) Unified and Combined Workforce Development Plans.
- Successfully managed multiple projects simultaneously by prioritizing tasks according to urgency, resource availability, and alignment with organizational goals.
- Planned, designed, and scheduled phases for development of Statewide and Local Workforce Development Plans.
- Developed comprehensive project plans with clear timelines, milestones, and budget requirements, ensuring timely delivery of high-quality results.
- Established effective communication among team members for enhanced collaboration and successful project completion.
- Monitored progress against established goals, adjusting schedules and resources as needed to keep projects on track.

Policy Analyst, Writer and Subject Matter Expert for CareerSource Florida Strategic Policies and Manager of Strategic Policy Portfolio, 07/2016 to Current
CareerSource Florida

- Ensured effective management of CareerSource Florida Policy Development and directed the development, revision and implementation of more than 20 strategic and administrative policies, offering consultation, leadership to policy development workgroup.
- Collaborated with leadership to identify and prioritize new strategic and administrative policy development concepts.
- Supported Policy Development Workgroup team including staff from CareerSource Florida, FloridaCommerce, WIOA partner agencies, and local workforce development boards in delivery of quality products and services, enhancing usage and introducing new features.
- Briefed Strategic Policy and Performance Council Chair, CareerSource Florida Board members and delivered presentations to CareerSource Florida Board of Directors and stakeholders.

reporting.

Project Manager and Writer of CareerSource Florida Policy Development Framework (2019-2021)
CareerSource Florida

- Identified plans and resources required to meet project goals and objectives.
- Coordinated with cross-functional teams to resolve project issues and mitigate risks.
- Coordinated cross-functional teams and resolved conflicts, maintaining a positive work environment throughout the project lifecycle.
- Provided detailed technical and operational direction in project challenges, consistently meeting deliverables according to deadlines.
- Facilitated change management processes within organizations by effectively communicating benefits of new systems or processes being introduced during projects.
- Maintained open communication by presenting regular updates on project status to customers.

Project manager, writer, and submitter for CareerSource Florida WIOA Annual Reports
CareerSource Florida

- Served as CareerSource Florida team lead for development of WIOA annual reports submitted to the U.S. Department of Labor.
- Established effective communication among team members for enhanced collaboration and successful project completion.

Writer of Council and Committee Charters., 07/2021 to Current
CareerSource Florida

- Provided analysis and recommended process improvements to continually identify, analyze and fix constraints and challenges.
- Collaborated with cross-functional teams including CareerSource Florida, FloridaCommerce, the Governor's REACH Office, the Florida Department of Education, local workforce development boards, and other stakeholders to identify opportunities for process improvement and increased efficiency.
- Improved internal knowledge sharing by developing comprehensive documentation outlining standard operating procedures for various tasks.

Represented CareerSource Florida on Council on Homelessness (DCF); Independent Living Services Advisory Council (ILSAC); Rural Economic Development Initiative (REDI); and Employment First Collaborative, 07/2017 to Current
CareerSource Florida

- Worked well in a team setting, providing support and guidance.
- Strengthened communication skills through regular interactions with others.
- Adaptable and proficient in learning new concepts quickly and efficiently.
- Developed and maintained courteous and effective working relationships with statutory partners responsible for planning strategies and development of annual reports.

Appointed Director of Citizen Services 2007-2016, 07/2007 to 07/2016
Executive Office of The Governor - Tallahassee, Florida

- Responsible for daily operation of constituent services and transition between administrations.
- Hired staff, completed performance evaluations and managed office with up to 20 permanent staff, interns and volunteers.
- Wrote and published Executive Agency Correspondence Manual and Standard Operating Procedures and implementing quality control measures to ensure accurate documentation and reduce errors in oral and written communications.

- Streamlined bureaucratic processes to manage and maintain efficient, well-organized digital filing system.
- Contributed to ongoing process improvements by offering valuable insights and suggestions based on extensive experience in constituent issue analysis and management.
- Alerted constituents of government actions and programs by way of newsletters, personal appearances at town meetings and individual meetings.
- Planned and traveled with the Governor to public gatherings, community events to assist constituents in person.
- Reviewed outstanding requests and redirected workloads to complete projects on time.
- Made reports to Governor and Executive Staff.
- Researched and completed public records requests and Increased transparency in government operations, fostering trust between citizens and elected officials.

Correspondence Analyst, Office of Citizen Services, 05/2003 to 07/2007
Executive Office of The Governor

- Managed high volumes of calls and correspondence including over 100,000 emails, letters and calls annually and ensuring timely responses and resolution of constituent issues.
- Improved customer satisfaction by addressing concerns promptly and providing clear resolutions.
- Prioritized tasks effectively under pressure, meeting strict deadlines without compromising quality or customer satisfaction levels.
- Utilized advanced software tools for data entry and organization, allowing efficient access to important information needed for correspondence analysis.
- Reviewed outgoing communications for adherence to brand guidelines, ensuring consistency across all channels.
- Conducted research to inform responses to complex inquiries, demonstrating thoroughness and attention to detail.
- Edited thousands of letters and emails including responses to customers, communications with executive offices and agencies, and courtesy letters and proclamations.

Data Entry Clerk, Office of Compensation Claims, 06/2002 to 05/2003
Division Of Administrative Hearings - Tallahassee, Florida

- Followed established procedures to enter and process data for thousands of worker compensation claims with accuracy and efficiency.
- Organized, sorted, and checked input data against original documents.
- Scanned documents and saved in database to keep records of worker compensation claims.
- Communicated with supervisors and managed hourly staff to prioritize tasks and ensure timely completion of assigned projects without sacrificing attention to detail.

EDUCATION

B.A. English And History (Double Major), 01/2000
Florida State University - Tallahassee, Florida

PROFESSIONAL ACCOMPLISHMENTS

- Recipient of CareerSource Florida Workforce Professional Excellence Award (2022)

- Project Manager for CareerSource Florida Study on the Impact of the Gig Economy on the State Workforce Development System (2018-2019)
- Vice-Chair of Florida Retirement Commission (2013-2017)

REFERENCES

- MARY LAZOR, (850) 408-1637, mlazor@embarqmail.com
- JENNIFER BRITT, Jennifer.britt@eog.myflorida.com, (850) 544-1353, (850) 717-9402
- JEFF PHILLIPS, Ph.D., (850) 491-0521

Library Advisory Board

Attendance record for *Warren Davis*

Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023
X	X	X	X	X	X	N/A	X	X	X	X	X

Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024
N/A	X	X	X	X	X	N/A	X	X	A

X – Member in attendance

A – Member absent

AE – Member absent excused

N/A – Not Applicable (Not yet appointed, etc.)

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

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.

Applications will be discarded if no appointment is made after two years.

Name: Mrs. Erin Daly D Ballas | **Date:** 10/9/2024 11:15:15 AM

Home Address:	730 E Park Ave Tallahassee, FL 32301-2619	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 728-6387	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	erinballas@paconsultants.com	**How many years have you lived in Leon County?**	20

(EMPLOYMENT INFORMATION)

Employer:	Public Affairs Consultants	**Work Address:**	730 E Park Ave Tallahassee, FL 32301-2619
Occupation:	Lobbyist		
Work/Other Phone:	(850) 728-6387	**Work Email:**	erinballas@paconsultants.com

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 38

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Keyna Cory	**Name:**	Jack Cory
Address:	730 E Park Ave	**Address:**	730 East Park Ave
Phone:	(850) 566-9575	**Phone:**	(850) 566-9175

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

Have you served on any previous Leon County committees?* *Yes*

If Yes, on what Committee(s) have you served? *Library Advisory Board*

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

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

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

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

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

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

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

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

Members on this committee must be a resident of Leon County.

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

Signature: *Mrs. Erin Daly D Ballas*

The application was electronically sent: 10/9/2024 11:15:15 AM

PUBLIC AFFAIRS CONSULTANTS
We Cover Florida Like the Sun



Erin Daly Ballas joined Public Affairs Consultants in 2008 as a legislative intern. Since then, Erin has worked her way up becoming first a legislative assistant then later Associate Partner and now Vice President.

Erin's list of responsibilities is extensive ranging from coordinating client visits with members to managing the office and staff. Erin's experience in the legislative process is vast. She provides testimony in committee meetings and works with members to educate them on issues relating to clients.

Throughout the legislative session, Erin monitors and tracks legislation and amendments that may impact our clients; attends relevant legislative meetings, budgetary meetings and workshops; coordinates meetings with legislators and legislative staff; prepares correspondence, issues briefs and legislative reports for our clients; and maintains the office's legislative calendar.

In addition, Erin also helps in the coordination and execution of all grassroots efforts. She helps in the development of an individualized One Hour Legislative Grassroots program for each client. Erin facilitates the execution of the grassroots programs by coordinating and attending legislative visits with clients throughout the state. These grassroots efforts include organizing members of an association or organization, helping to strategize and effectively communicate a solid message, and advocate on behalf of the organization to the Florida Legislature. Through these meetings Erin ensures that clients build lasting relationships with their local legislators.

Erin has a Master of Science in Applied American Politics and Policy as well as a Bachelor of Science and Arts in Political Science from Florida State University. She has served as an Adjunct Professor at Tallahassee Community College teaching State and Local Government and National Government. Erin resides in Tallahassee with her husband James and their two children, Dayton and Jett.

730 East Park Ave • Tallahassee • Florida • 32301 • Office: 850-681-1065 • Fax: 850-561-1389
PAConsultants.com

Library Advisory Board

Attendance record for *Erin Ballas*

Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Jan 2023	**Feb 2023**	**Mar 2023**	**Apr 2023**	**May 2023**	**June 2023**	**July 2023**	**Aug 2023**	**Sept 2023**	**Oct 2023**	**Nov 2023**	**Dec 2023**
X	A	AE	AE	A	N/A	N/A	A	X	A	AE	A
Jan 2024	**Feb 2024**	**Mar 2024**	**Apr 2024**	**May 2024**	**June 2024**	**July 2024**	**Aug 2024**	**Sept 2024**	**Oct 2024**		
N/A	A	AE	A	AE	A	N/A	A	A	X		

X – Member in attendance

A – Member absent

AE – Member absent excused

N/A – Not Applicable (Not yet appointed, etc.)

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Mrs. Kimberly Davis Windham | **Date:** 2/1/2023 2:47:48 PM

Home Address:	210 Ridgeland Road Tallahassee, FL 32312	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 294-3121	**Do you own property in the Tallahassee City Limits?**	No
Email:	kdwindham@gmail.com	**How many years have you lived in Leon County?**	22

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	**Work Address:**	
Occupation:	PhD Candidate		
Work/Other Phone:			

(OPTIONAL)

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

Race: **Gender:** **Age:**

District: District III **Disabled?**

(RESUME AND REFERENCES)

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

Name:	Faye Watkins, Dean of Florida A&M University Libraries	**Name:**	Dr. Katherine Mooney
Address:	Florida A&M University Samuel H. Coleman Library 525 Orr Drive Tallahassee, FL 32307	**Address:**	Florida State University Department of History 401 Bellamy Building 113 Collegiate Loop Tallahassee, FL 32306
Phone:	(850) 599-3370	**Phone:**	(413) 530-4543

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 on this committee must be a resident of Leon County.

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

Signature: *Mrs. Kimberly Davis Windham*

The application was electronically sent: 2/1/2023 2:47:48 PM

EDUCATION

Florida State University, Tallahassee, FL
PhD Candidate, History – Expected Completion 2024
- Major field: African American History
- Relevant coursework: Art History, Cultural History, Museum Studies, Public History
- Research supported by fellowships from FSU and the Library of Congress

MS, Library and Information Studies – August 2013
- Relevant coursework: Information Needs of Architects, Museum Informatics

BA, History – December 2006
- Major field: African History
- Relevant coursework: African American Literature, Art History, US South

PROFESSIONAL EXPERIENCE

Florida State University, Tallahassee, FL
Graduate Fellow and Teaching Assistant, August 2018 – Present
- Dissertation topic: Cultural heritage in St. Augustine, Florida and Lincolnville, Florida
- Teaching Assistant courses: American History, Native Southeast, Race & Ethnicity in US

Library of Congress, Washington, DC
Junior Fellow, May 2019 – August 2019 (Summer Fellowship)
- Wrote catalog descriptions for the oral histories of African American veterans collected by the Veterans History Project
- Co-curated "Display Day" exhibition on African American veterans drawn from the collections of the Veterans History Project
- Guest writer for *Folklife Today*

Tallahassee Community College, Tallahassee, FL
Reference Librarian, January 2018 – May 2018 (Spring semester appointment)
- Worked effectively and collaboratively on a diverse team of colleagues to promote faculty support and student success in a fast-paced academic library
- Maintained an anti-discriminatory space and quiet library atmosphere for all library patrons

Windham Consulting, Tallahassee, FL
Independent Scholar, January 2017 – December 2018
- Navigated county, state, and national archives to produce 100+ page proprietary report on African American history in Madison County, Florida
- Indexed more than 250 titles for an international publishing house
- Consulted on cataloging, storage, and access for private collections in a variety of media

Florida A&M University, Tallahassee, FL
Architecture Library Manager, March 2014 – July 2017
- Supervised, hired, and evaluated 6 USPS, OPS, and FWS staff
- Supervising preceptor for an MLIS graduate student internship program, Spring 2017
- Planned, organized, and executed a 700 square foot expansion of the Architecture Library, which included instructional technology upgrades and flat storage for oversized collections.
- Secured more than $10,000 in funding for preservation and digitization of oversized materials, improving both conservation and access.
- Solo information literacy instructor on computerized search tools, databases, and library services, reaching more than 300 graduate and undergraduate students in 15 unique courses per annum
- Subject liaison to the arts: supported researchers in art, architecture, humanities, and theatre
- Identified, assessed, and preserved rare books, archival materials, and special collections

Architecture Library Technical Assistant, October 2008 – April 2012

PUBLICATIONS & PRESENTATIONS

Publications

"Review: *Working in the Magic City: Moral Economy in Early Twentieth-Century Miami,* by Thomas A. Castillo." *H-Net Florida* (October 2022).
"A West That Never Was: David Levinthal at the Smithsonian American Art Museum." *Sequitur* 6, no.1 (2019).
(with co-author Tricia Glaser). "Display Day Brings Veterans to the Table." *Folklife Today* (August 2019).
"See the World in the Veterans History Project Archive." *Folklife Today* (July 2019).
"Redefining the Museum for the Digital Age: Kehinde Wiley at the Seattle Art Museum." *ARTifacts* (2016).

Exhibitions

(with co-presenter Tricia Glaser). "Display Day." Veterans History Project, Library of Congress, 2019.
(co-curated class project). "68:18 Student Protest in Print." Florida State University Museum of Fine Arts, 2019.
(group exhibition). "Disinnovation" object and label. Florida State University Museum of Fine Arts, 2019.
(with co-presenters Alvin Lee and Pamela Monroe). "Historical Inquiry as Library Staff Development." Poster Presentation, American Historical Association, 2018.

Presentations

"Dislocating Depersonalization: Reconstructing USCT Social Histories." Southern Studies Conference, 2019.
"Reconstructing USCT Identities." Association for the Study of African American Life and History, 2018.
"Journey to Freedom: A USCT Case Study." New England Historical Association, 2017.
"Open Arts Resources in Higher Education." Art Libraries Society of North America, 2016.
"Architecture Libraries in the 21st Century." University of Florida Libraries, 2016.
"Academic Librarianship." Invited Speaker, FSU American Library Association Student Chapter, 2016.
"Open Educational Resources and Textbook Support in University Libraries." FAMU Libraries, 2015.
"Arts Librarianship." Graduate Practicum Host Librarian, FAMU Architecture Library, 2014.

GRANTS & AWARDS

Library of Congress Junior Fellowship	2019
Barnett Bank Graduate Fellowship in American History	2018
Congress of Graduate Students Travel Award	2018
Art Libraries Society of North America Grant	2017
H.W. Wilson Foundation Award	2009
Pi Delta Phi, French National Honor Society	2006

SERVICE & LEADERSHIP

Judge, National History Day	2019
Representative, Congress of Graduate Students	2018 - 2019
President, Art Libraries Society of North America Southeast Chapter	2017
Chair, Library Subcommittee, Florida A&M University SACS-COC Quality Enhancement Plan	2017
Chair, ARLIS/NA Southeast Chapter Program Planning Committee	2016
Moderator, Image Use Panel Discussion, Institute on Copyright in Higher Education	2016
Recording Secretary, Council of State University Libraries	2015
Recording Secretary, Tallahassee-Leon County Architectural Review Board	2011- 2012

SKILLS

Library, Archive, and Museum

Book repair, Archival storage, Condition reports, Finding aids, Object labels, Gallery text, Statistical reports, Newsletters, Outreach

Teacher Certification

Florida Statement of Eligibility, Social Science, grades 5-9

Languages

French – proficient reading and speaking; Greek – intermediate speaking; Italian – basic reading and speaking; Latin – intermediate reading

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

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.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Michael Bland

Date: 8/23/2024 8:48:08 PM

Home Address:	1901 Wax Myrtle Court Tallahassee, FL 32305	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 264-6753	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	gbreef@comcast.net	**How many years have you lived in Leon County?**	40

(EMPLOYMENT INFORMATION)

Employer:	State of Florida	**Work Address:**	2600 Blair Stone Road Tallahassee, FL 32305
Occupation:	Professional Geologist		
Work/Other Phone:	(850) 245-1892	**Work Email:**	mike.bland@floridadep.gov

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 65

District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Brian Dougherty	**Name:**	Tim Bahr
Address:	2600 Blair Stone Road, Tallahassee, FL 32399	**Address:**	2600 Blair Stone Road, Tallahassee, FL 32399
Phone:	(850) 545-8521	**Phone:**	(850) 245-8790

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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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*

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

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

Members on this committee must be a resident of Leon County.

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

Signature: Mr. Michael Bland

The application was electronically sent: 8/23/2024 8:48:08 PM

Michael J. Bland
1901 Wax Myrtle Court
Tallahassee, Florida 32305

(850) 245-8912 (Work)
(850) 264-6753 (Cell)
gbreef@comcast.net
mike.bland@floridadep.gov

OBJECTIVE: To continue to aid the Department protect the resources of the State and the health of it's people while continuing to grow and expand my knowledge as a Professional Geologist.

EDUCATION:

Florida State University, Tallahassee, FL.
Degree: Master of Science, 5/20
GPA: 4.0 of 4.0
Major: Information, with emphasis on Library Science.

Florida State University, Tallahassee, FL.
Degree: Enrolled in Geology Ph.D. Program, 1986-1991.

University of South Florida, Tampa, FL.
Degree: Master of Science, 12/85.
GPA: 3.70 of 4.0.
Major: Geology, with emphasis on sedimentology and hydrology.

Stockton State College, Pomona, NJ.
Degree: Bachelor of Science, 5/80.
GPA: 3.6 of 4.0.
Major: Geology, with a minor in Marine Science.

EXPERIENCE:

5/16 – Present Florida Department of Environmental Protection, District Support Program, Tallahassee, FL.

Title: Professional Geologist II.

Description: Provide technical review and support services to the Department's Waste Cleanup Program in Tallahassee and the district offices. These services include professional consultation on all aspects of site assessment, risk assessment and remedial action for the Program's government funded cleanup programs, the district waste cleanup enforcement and voluntary programs, cross over issues in the Resource Conservation and Recovery Act and solid waste programs, as well as for the Department's land management programs when they are dealing with questions about actual or potential contamination.

10/13 – 5/16 Florida Department of Environmental Protection, Permitting & Compliance Assistance Program, Solid Waste Section, Tallahassee, FL.

Title: Professional Geologist II.

Description: Reviews Permit applications for landfills in the State. Writes permits for landfill operation in the State. Handles special projects assigned by the Environmental Administrator (EA), Program Administrator and Assistant Division Director. Answers questions about solid waste from District personnel and the general public. Help the EA put together permitting guidelines to aid other permitters while they are writing permits.

6/96 – 9/13 Florida Department of Environmental Protection, Petroleum Restoration Program, Petroleum Cleanup Section 4, Tallahassee, FL.

Title: Professional Geologist Administrator.

Description: Chief geologist for the Bureau; represent the Department as an expert witness at administrative hearings; mediate technical disputes between staff and petroleum cleanup contractors; supervision of Section upper level professional staff; implementation and administration of the Preapproved Advanced Cleanup Program (PAC); implementation and administration of the Petroleum Cleanup Participation Program (PCPP); cost center administrator for preapproval work generated in the Section; negotiate, prepare and track all cleanup cost sharing Agreements/Contracts; prepare and disseminate site assessment related guidance for the Bureau and private sector; assign projects and review staff work; technical review of Contamination/Site Assessment Reports; provide technical assistance to consultants performing contamination/site assessments; answering questions regarding Department rules and directives, DEP requirements, well sampling, monitoring well construction and placement; coordinate the technical review of all non-program site assessment documents for the District offices; review of all SRCO rescission requests; member of every Difficult Site Review committee; member of every State Contractor selection committee; Performance Based Cleanup (PBC) negotiations.

7/94 – 6/96 Florida Department of Environmental Protection, Bureau of Waste Cleanup, Technical Review Section, Tallahassee, FL.

Title: Professional Geologist II.

Description: Supervised petroleum site assessment technical review staff; assigned projects and reviewed staff work; performed technical review of Contamination Assessment Reports; provided technical assistance to consultants performing contamination assessments; answered questions

regarding rules, DEP requirements, well sampling, monitoring well construction and placement, etc.

7/92 - 7/94 Florida Department of Environmental Protection, Bureau of Waste Cleanup, Technical Review Section, Tallahassee, FL.

Title: Professional Geologist I.

Description: Performed technical review of Contamination Assessment Reports; provided technical assistance to consultants performing contamination assessments; answered questions regarding rules, DEP requirements, well sampling, monitoring well construction and placement, etc.; was responsible for some supervision of other reviewers.

2/91 - 6/92 Florida Department of Environmental Regulation, Bureau of Waste Cleanup, Technical Review Section, Tallahassee, FL.

Title: Environmental Specialist II.

Description: Performed technical review of Contamination Assessment Reports; provided technical assistance to consultants performing contamination assessments; answered questions regarding rules, DEP requirements, well sampling, monitoring well construction and placement, etc.; was responsible for some supervision of other reviewers.

2/90 - 6/92 K-Mart, Tallahassee, FL.

Title: Sales Associate.

Description: Worked part time in the electronics section. Assissted customers in chosing electronic merchandise. Used cash register. Closed register at night.

5/86 - 2/91 Florida State University, Beaches and Shores Resource Center, Tallahassee, FL.

Title: Assistant in Research.

Description: Was responsible for writing reports dealing with coastal erosion and historical shoreline changes in Florida for use in determining the location of Florida's Coastal Construction Setback Line.

10/85 - 4/86 University of South Florida, Department of Geology, Tampa, FL.

Title: Research Associate.

Description: Studied the impact of man on Florida's west coast inlets and the sand budget of the adjacent beaches and assisted in writing the final report which was submitted to the Florida Department of Natural Resources, Division of Beaches and Shores.

8/83 - 8/85 University of South Florida, Department of Geology, Tampa, FL.

Title: Teaching Assistant.

Description: Responsible for preparing thin-sections for the Department and some laboratory course instruction.

7/80 - 6/83 Exploration Logging of U.S.A., Houston, TX.

Title: Senior Logging Geologist and Computer Operator.

Description: Well site geology on oil and gas exploratory wells in Texas, Oklahoma, Virginia, West Virginia, New York, and Tennessee. Well site geology and computer operation on off-shore oil and gas exploratory wells in the Baltimore Canyon and Georges Banks, supervision and training of other loggers, client relations.

PUBLICATIONS:

1990 R.E. Noss and M.J. Bland, "Geology and Physiography". In: S.H. Wolfe (ed.), An Ecological Characterization of the Florida Springs Coast: Pithlachascotee to Waccasassa Rivers, U.S. Fish and Wildlife Service, Biological Report 90(21), pp. 4-26.

1988 R.A. Davis, S.C. Knowles, and M.J. Bland, "Role of hurricanes in the Holocene stratigraphy of estuaries: Examples from the Gulf Coast of Florida". Journal of Sedimentary Petrology, Vol. 58, No. 6, pp. 345-367.

1988 M.J. Bland and R.A. Davis, "Sedimentary environments within Little Sarasota Bay, Florida". Journal of Coastal Research, Vol. 4, No. 2, pp. 279-288.

1987 R.A. Davis, A.C. Hine, and M.J. Bland, "Midnight Pass, Florida: Inlet instability due to Man-related activities in Little Sarasota Bay". American Society of Civil Engineers, Coastal Sediments '87, pp. 2062-2077.

1987 M.J. Bland, "Holocene geologic history of Little Sarasota Bay, Florida". Florida Academy of Sciences - 1987 Annual Meeting, Florida Scientist, Vol. 50, Suppl. 1, p. 25.

1987 M.J. Bland, "Storm deposits in the subsurface of Little Sarasota Bay, Florida". Florida Academy of Sciences - 1987 Annual Meeting, Florida Scientist, Vol. 50, Suppl. 1, p. 25.

1986 R.A. Davis, A.C. Hine, M.J. Bland, and D.L. Mearns, Impact of Florida's Gulf Coast Inlets on the Coastal Sand Budget. Final Report submitted to the Florida Department of Natural Resources, Division of Beaches and Shores, Tallahassee, FL, 70 pp.

1985 M.J. Bland, Holocene Geologic History of Little Sarasota Bay, Florida. University of South Florida, Unpublished Masters Thesis, Tampa, Florida, 110 pp.

Expert Witness: CJC Properties Vs DEP 06-002006

DEP Vs Z.K. Mart, Inc. 08-001473EF

The Pantry, Inc. Vs DEP 13-4760

CERTIFICATIONS: Florida Professional Geologist #1326.
OSHA 24 Hour Health and Safety Training, 6/12/91.
CPR Training, 4/10/92.
RCRA 8-Hour Health and Safety Refresher Course, 7/11/03
RCRA 8-Hour Health and Safety Refresher Course, 4/27/05
RCRA 8 Hour Health and Safety Refresher Course, 8/6/10
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/13
Certified Landfill Operator, 11/22/13
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/14
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/15
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/16
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/17
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/18
HAZWOPER 8-Hour Health and Safety Refresher Course, 4/19
HAZWOPER 8-Hour Health and Safety Refresher Course, 5/20
HAZWOPER 8-Hour Health and Safety Refresher Course, 5/21
HAZWOPER 8-Hour Health and Safety Refresher Course, 5/22
HAZWOPER 8-Hour Health and Safety Refresher Course, 5/23
HAZWOPER 8-Hour Health and Safety Refresher Course, 2/24

SKILLS: Proficient in use of computers, computer programs, and computer applications such as EXCEL, Word, Power Point, Outlook, SharePoint, and Windows. Also proficient in the use of the Department's PCT/STCM database, ERIC, Oculus, and People First.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Dr. MaryAlice Harris David | **Date:** 12/10/2023 2:46:04 PM

Home Address:	3234 Salinger Way Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 556-3062	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	madavid1965@yahoo.com	**How many years have you lived in Leon County?**	20

(EMPLOYMENT INFORMATION)

Employer:	n/a	**Work Address:**	
Occupation:	Attorney		
Work/Other Phone:		**Work Email:**	madavid1965@yahoo.com

(OPTIONAL)

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Race: White **Gender:** F **Age:** 58

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Tracy Bane	**Name:**	Tonya Mantay
Address:	3201 Shamrock St. Tallahassee, FL 32309	**Address:**	104 West 5th Ave. Tallahassee, FL32303
Phone:	(850) 894-0061	**Phone:**	(850) 524-0363

Resume Uploaded? Yes

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

I am interested in this position because I am ready to volunteer and I believe in in value of libraries! I have a lifelong relationship with libraries that startred with our weekly community bookmobile in my small hometown and that relationship grewn and developed over my lifetime! Now, more than ever, the local library is a gateway to the world and has so much support available to citizens. I would like to share my experiences and perspective as a way to return the favor for the advantages that that I have had in my life. Libraries have had a big part of my lifelong love of reading and knowledge. So, I would like to be a citizen member of the Library Advisory Board Committee.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

Members on this committee must be a resident of Leon County.

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

Signature: *Dr. MaryAlice Harris David*

The application was electronically sent: 12/10/2023 2:46:04 PM

MaryAlice Harris David

3234 Salinger Way • Tallahassee, Florida 32311

Madavid1965@yahoo.com Cellular Phone: **(850) 556–3062**

PROFILE

- Licensed attorney with 32 years of experience in private and public settings representing the interests of complex organizations and handling legal–medical issues. Retired Air Force JAG with 20 years of advising military commanders, military members and their families.

EDUCATION

LOYOLA NEW ORLEANS SCHOOL OF LAW, New Orleans, Louisiana ***Juris Doctor***, 1991

FLORIDA STATE UNIVERSITY, Tallahassee, Florida ***Bachelor of Science*** in ***Communications*****,** 1987
Minors: ***English*** and ***Psychology***

TEACHING EXPERIENCE

- ***Adjunct Faculty*** **Florida A & M University, School of Journalism,** Tallahassee, Florida 2008-2009
- Taught two semesters of Media Law to undergraduate college students pursuing a media career. The course involved issues about the First Amendment and the role of the media.

PUBLIC PRACTICE

State of Florida Senior Attorney**, AGENCY FOR HEALTH CARE ADMINISTRATION,** Tallahassee, Florida 2007- 2010

- Responsible for all aspects of legal regulation of health care facilities in Florida, to include licensing disputes and hospital inspections and compliance. Worked in the Medicaid legal section to resolve legal disputes over payments and licensing health care institutions receiving state and federal money

PRIVATE PRACTICE

Attorney – Partner**, DAVID & DAVID LAW, PA**, Tallahassee, Florida, 2005 —2007

- Co–founded a private firm, establishing policies, procedures, and systems to optimize accountability and assure quality in serving clients, primarily in the areas of Criminal, Family, and Military Law
- Develop new business through networking and maintaining a firm website to attract local referrals to handle civil litigation, divorces, child support, custody matters and personal injury

MILITARY LAW EXPERIENCE

Judge Advocate General (JAG) Corp, **UNITED STATES AIR FORCE RESERVE -** Current Status –**Retired (1991 – 2011)**

- Provided legal advice to base commanders; counseled local military retirees, dependents and active duty members on which included preparing wills, living wills, and powers of attorney
- Presided as a Hearing Officer on Board Hearings and Investigation
- Served as in–house counsel for a medical group with a 110–bed hospital; advised one–star General, the Commander, physicians, hospital personnel, and base–level attorneys on medical legal topics
- Developed and taught Health Care Law Training Program for medical and legal personnel at five regional hospitals in the Northeastern U. S. and the Azores
- Represented the Air Force in civilian labor law issues, including Merit Systems Protection Board (MSPB)
- Prosecuted three courts-martial and three Administrative Discharge Board hearings

PUBLICATIONS

"Guilty Pleas: A Primer for Trial Advocates" 39 Air Force Law Review 87, January 1996

BAR AFFILIATIONS

- Florida Bar Association

COMMUNITY INVOLVEMENT

- Volunteer at several local schools in Tallahassee Florida including Justice Teaching
- Coached Moot Court team from the Florida State University School of Law in Regional Competition for NBLSA in 2011
- Guardian Ad Litem volunteer

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Dr. Contobia Horsey-Adams | **Date:** 1/26/2023 12:05:39 PM

Home Address:	2264 East Park Avenue Tallahassee, FL 32301	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(407) 780-0282	**Do you own property in the Tallahassee City Limits?**	No
Email:	contobia.adams@gmail.com	**How many years have you lived in Leon County?**	1

(EMPLOYMENT INFORMATION)

Employer:	Department of Education	**Work Address:**	2264 East Park Avenue Tallahassee, FL 32301
Occupation:	Assistant Bureau Chief		
Work/Other Phone:	(407) 782-0282		

(OPTIONAL)

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

Race: Black or African American **Gender:** F **Age:** 61

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Michael Allen	**Name:**	Leyda Whyms
Address:	St. Cloud Florida	**Address:**	Cypress Preserves
Phone:	(407) 870-1485 Ext.66500	**Phone:**	(757) 810-6304

Resume Uploaded? Yes

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

Please see attached!

(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 on this committee must be a resident of Leon County.

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

Signature: Dr. Contobia Horsey-Adams

The application was electronically sent: 1/26/2023 12:05:39 PM

Contobia Horsey-Adams

Biography

Dr. Contobia Horsey-Adams is the newest Assistant Bureau Chief/21st CCLC State Director for the Florida Department of Education. She is known as a passionate student-centered educator continually seeking to improve learning and school culture. She earned BS degree in Political Science and Public Administration from the University of Maryland Baltimore County, a MPA in Public Administration from the University of Baltimore, a Ed.S.in Educational Leadership. & a Ed.D. in Organizational Management-Educational Leadership from the National Louis University. Dr. Adams is an expert in implementing and executing exceptionally high-quality afterschool programs in several states over the past (25) twenty-five years. She created and successfully designed the first afterschool program in several public libraries in both Baltimore and Howard County in Maryland. In 2003, she received an honorary award as outstanding Executive Afterschool Director of the Year.

As an educational leader and advocate for at risk students, Dr. Adams has dedicated endless hours annually, helping families with life skills that are both practical and beneficial in their daily lives. Dr. Adams exemplifies positive, and professional leadership that has made a difference in the lives of so many students, teachers, staff and community members. Dr. Adams has worked with various educators on focusing on student academic performances. Dr. Adams builds positive relationships with various stakeholders including politicians, business partners, and community organizations in the state of Florida. One of her greatest assets is enhancing and building afterschool programs to reach its highest potential.

Dr. Adams makes everyone around her better as she continues to be an educational leader for the state of Florida. She is empathetic to every student's need, every teacher's struggle, and to the community's challenges. Yet, she sees opportunity in every circumstance. Dr. Adams is respected by her peers for her tenacity, her confidence, and her skills. Dr. Adams serves on many afterschool boards Florida Afterschool Alliance (FASA), & National Afterschool Alliance (NAA). She is super excited and honored to serve in her new role and is ready for her new adventure with the Florida Department of Education

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

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Applications will be discarded if no appointment is made after two years.

Name: Mr. Mike Kay

Date: 8/23/2024 3:42:20 PM

Home Address:	1821 Wagon Wheel Cir E Tallahassee, FL 32317	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 877-6830	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	michaelkay@comcast.net	**How many years have you lived in Leon County?**	38

(EMPLOYMENT INFORMATION)

Employer:	Retired	**Work Address:**	
Occupation:	Retired		
Work/Other Phone:	(850) 212-9062	**Work Email:**	

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 67

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Ashley Edwards	**Name:**	Karen Young
Address:	City of Tallahassee Parks, Recreation & Neighborhood Affairs Department 1201 Myers Park Dr.	**Address:**	Buck Lake Elementary School 600 Pedrick Road Tallahassee, FL 32317
Phone:	(850) 891-3853	**Phone:**	(850) 488-6133

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

Members on this committee must be a resident of Leon County.

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

Signature: Mr. Mike Kay

The application was electronically sent: 8/23/2024 3:42:20 PM

Michael D. Kay, PMP®

1821 Wagon Wheel Circle East Tallahassee, FL 32317-7439
Home: 850-877-6830 Cell: 850-212-9062 MichaelKay@comcast.net

Experience Summary

Over forty-four years in the Information Technology field, thirty-four of which have involved management of technical staff and projects. Considerable background in product and project management, requirements analysis, migration planning, and customer consulting.

Work Experience

Managing Director – ESI Services, LLC (ESI), Tallahassee, FL January 2017 to 2024
Manage day-to-day activities of all staff; coordinate projects, sales, customer service, and technical support functions. Retired as of July 1, 2024.

Senior Project Manager – ESI Services, LLC (ESI), Tallahassee, FL March 2003 to present
Responsible for managing all project management staff; managed large variety of projects including custom application development and migrations.

Director of Methods & Procedures – ESI , Tallahassee, FL May 2000 to February 2003
In addition to actively managing projects, defined project-based methodology and procedures for all projects performed by ESI.

Director of Support, Testing, and Education - ESI, Tallahassee, FL December 1998 to April 2000

Manager, Software Engineering - EDP Systems Inc. (ESI), Tallahassee, FL April 1993 to Nov 1998

Senior Technical Consultant - EDP Systems Inc. (ESI), Livonia, MI October 1988 to March 1993

Director of MIS - EDP Systems Inc. (ESI), Tallahassee, FL June 1987 to September 1988

System Software Specialist - EDP Systems Inc. (ESI), Tallahassee, FL June 1983 to June 1987

Visiting Professor - Florida A & M University, Tallahassee, FL June 1982 to June 1983

Data Center Technical Analyst - Burroughs Corporation, Detroit, MI June 1979 to June 1982

Education

Graduate Certificate in Project Management.
Florida State University, Tallahassee, FL. December 2010 (4.0 GPA).

Master of Science in Liberal Arts (incomplete).
Wayne State University, Detroit, MI. Majoring in Computer Science.

Bachelor of Science in Applied Arts and Sciences.
Central Michigan University, Mt. Pleasant, MI. Majored in Computer Science, minored in Mathematics.

Michael D. Kay, PMP®

Community Service

Tallahassee Parks and Recreation Advisory Board – June 2018 to May 2024.

- Chair 2022 to 2024
- Vice Chair 2020-2022
- Winter Festival Parade Judge 2022.

Tallahassee PMI Chapter Board of Directors – VP of Administration 2015-2017.

- Initiated and coordinated annual strategic planning sessions.
- Rewrote/Updated Tallahassee PMI Chapter Bylaws.
- Wrote Tallahassee PMI Chapter Policies and Procedures.

Project Management Professional (PMP) certification from PMI. February 2013 to present.

Member of Project Management Institute (PMI) and Tallahassee PMI chapter since 2007.

The Tallahassee Ballet

- Volunteer activities – ushering at performances, reorganizing/cleaning warehouse.
- Rewrote/Updated bylaws.

Elder Care Services Meals on Wheels – 2002-2006.

UNITE (Unisys user's group) Board of Directors 1995-2003;

- Chairman of the Board
- Secretary/Treasurer
- Director of Marketing
- Director of the Display Room
- Conference Planning Director
- Initiated and coordinated annual strategic planning sessions.
- Rewrote/Updated UNITE bylaws
- Rewrote/Updated UNITE Policies and Procedures
- Recipient of UNITE Star Award (2005).

Volunteer tackle football coach at Swift Creek Middle School – 1999-2023.

Football coach for Tallahassee Tornados Minor League Football – 1996-1998.

Additional community service activities include coaching youth sports (flag football, baseball, and softball) for Tallahassee Parks and Recreation Department and Chaires Little League.

Football coach for high schools in Michigan – Plymouth Canton High School, Highland Park High School, Cranbrook Kingswood Upper School, Birmingham Brother Rice High School.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

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Applications will be discarded if no appointment is made after two years.

Name: Mrs. Ashley Alise Ligas

Date: 12/1/2022 2:19:23 PM

Home Address:	3653 Esplanade Way Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(727) 742-2246	**Do you own property in the Tallahassee City Limits?**	Yes
Email:	ashleyligas@gmail.com	**How many years have you lived in Leon County?**	4

(EMPLOYMENT INFORMATION)

Employer:	KE Law Group PLLC	**Work Address:**	2016 Delta Blvd, Suite 101 Tallahassee, FL 32311
Occupation:	Attorney		
Work/Other Phone:			

(OPTIONAL)

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Race: White **Gender:** F **Age:** 38

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Katie Ibarra	**Name:**	Isabelle Riley
Address:	2659 Yarmouth Lane, Tallahassee, FL 32309	**Address:**	
Phone:	(786) 255-5876	**Phone:**	(850) 980-5900

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 wish to serve on the Library Advisory Board to champion the important services our system provides. I use the library in some form nearly every day, whether it's checking out book for my children, reading ebooks or listening to audiobooks via apps, or attending programs. I believe my professional experiences and personal investment in our libraries have prepared me to make a contribution through the Library Advisory Board. I look forward to hearing from you and thank you for your consideration.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

Members on this committee must be a resident of Leon County.

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

Signature: *Mrs. Ashley Alise Ligas*

The application was electronically sent: 12/1/2022 2:19:23 PM

Ashley A. Ligas, Attorney at Law

3653 Esplanade Way, Tallahassee, FL 32311 | 727-742-2246 | Ashley@AvenirLaw.com

EDUCATION

Florida State University College of Law
Tallahassee, FL
Juris Doctor, May 2008

University of Central Florida
Orlando, FL
Bachelor of Arts, Political Science, May 2005

PROFESSIONAL LICENSE

Florida State Bar, 2013-present

RELEVANT EXPERIENCE

KE Law Group PLLC
Attorney, 2021 — Present **Tallahassee, FL**
Supports the practice in representing many of the largest community developments across Florida. Serves clients in the establishment of community development districts, stewardship districts, special districts, and other quasi-governmental taxing authorities and districts. Deeply experienced in the legislative process and policymaking, has developed contractual agreements for dozens of master planned communities, and is involved in the coordination of bond issuance and public financing matters. Works closely with clients, engineers, developers, management companies, and fellow counsel throughout the community development process.

Capitol Bridge LLC
Senior Supervising Attorney, Adjudication Team (Contract), 2021 **Washington, DC**
Managed a team of 26 adjudicators and attorneys responsible for handling thousands of cases for a government agency. Coordinated all data to measure daily and overall performance and meet various critical deadlines. Trained, coached, and encouraged adjudicators, and developed training materials and resources to support the work of adjudicators and improve workflow processes.

Avenir Law Group PLLC
Partner, 2017 — Present **Tallahassee, FL**
Co-founded boutique estate planning and probate law practice, with partners and of counsel attorneys in multiple locations. Counsels clients on the various aspects of the comprehensive estate planning process. Drafts all related documents including wills, trust agreements, durable powers of attorney, deeds, and business assignments. Manages full and summary administrations for probate of estates, and the administration of trust agreements. Responsible for firm marketing, business, and administrative matters.

South East Florida Apartment Association
Director of Government Affairs, 2011 — 2014 **Fort Lauderdale, FL**
Developed and implemented the overall government relations effort for a large regional housing industry trade association, with a focus on local government. Established and maintained critical relationships with 109 cities and 4 counties within association area. Represented association to industry organizations, and to municipal, county, state, and federal lawmakers and their staffs. Coordinated nearly 200 member meetings for Lobby Days in Tallahassee, in state legislative districts, in Washington, D.C., and in Congressional districts.

Senator Gwen Margolis, The Florida Senate
Legislative Aide, 2010 — 2011 **Miami, FL**
Coordinated legislative agenda for the Senator; analyzed and briefed the Senator on all bills to be presented to committees of which she was a member; collaborated with Senate Bill Drafting, interested parties, and other members of the Senate to draft legislation and amendments on various issue areas; advocated for bills sponsored by the Senator before Senate Committees.

Dan Gelber for Attorney General
State Finance Director, 2009 — 2010 **Miami Beach, FL**
Crafted and executed fundraising plan for $5 million statewide campaign for Florida Attorney General; coordinated all campaign fundraising activities including events, call time, and fundraising for the state party; managed all assistants and interns assigned to the Finance Department; collaborated with Campaign Manager and Scheduler to manage the candidate's schedule.

Senator Dan Gelber, The Florida Senate
Legislative Aide, 2009 **Miami Beach, FL**
Coordinated legislative agenda for the Senator; analyzed and briefed the Senator on all bills to be presented to committees of which he was a member; responsible for all briefings, scheduling, and staffing at events; collaborated with interested parties, and other members of the Senate to draft legislation and amendments; presented bills sponsored by the Senator to Senate Committees.

COMMUNITY INVOLVEMENT

Board Member, Kids Voting Leon County
Member, Parent Teacher Student Association, Florida State University Schools
Past Member, Junior League of Tallahassee and Junior League of St. Petersburg
Past Vice Chair, Diversity & Inclusion Task Force, St. Petersburg Chamber of Commerce

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

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Applications will be discarded if no appointment is made after two years.

Name: Ms. Isabella Joy Miletic | **Date:** 12/12/2023 4:48:50 PM

Home Address:	101 S Woodward Ave Tallahassee, FL 32304	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(321) 474-1690	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	isabellajmiletic@gmail.com	**How many years have you lived in Leon County?**	1

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	**Work Address:**	
Occupation:	Student		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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Race: White **Gender:** F **Age:** 18

District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Gale Workman	**Name:**	Kristie Granholm
Address:	2520 Stone House Court, Tallahassee, FL 32301	**Address:**	kgranholm26@gmail.com
Phone:	(850) 228-1867	**Phone:**	

Resume Uploaded? Yes

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

Public libraries are essential to any thriving community, and as a young female student of Florida State University, I believe that I can help protect and support local libraries with my passion for public access to media and other library programs. As I am pursuing my degree in English Literature, Media, and Culture, I would bring a unique outlook to the library advisory board. Thank you for considering my application.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

Members on this committee must be a resident of Leon County.

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

Signature: Ms. Isabella Joy Miletic

The application was electronically sent: 12/12/2023 4:48:50 PM

Isabella Miletic

101 S Woodward Ave, Tallahassee, FL 32304
isabellajmiletic@gmail.com
321-474-1690

EDUCATION

Florida State University | English Literature | Tallahassee, Florida | August 2023-Present

Melbourne Senior High School | Melbourne, Florida | August 2019-May 2023

- Cumulative GPA: 4.25
- Class rank: 44/540

Relevant Course Work | AP Literature | AP Language and Composition | August 2021-May 2023

- Development of English reading and writing
- Rhetorical analysis of written media
- Synthesizing key sources
- Argumentative and persuasive writing

Relevant Course Work | Digital Information Technology | August 2023-May 2023

- Computer and software fluency
- Word, PowerPoint, and Excel certifications
- Entrepreneurship and Small Business training and certification
- Customer service training

EXPERIENCE

Attendance Office Receptionist Internship | Melbourne Senior High School | August 2023-May 2023

- 2 semester internship
- Receive and transfer phone calls
- File, copy, and organize paperwork
- Greet and assist visitors
- Log all visitors in attendance system
- Receive and transport packages

236 Total Community Service Hours:

Melbourne Senior High School | Instrumental and Musical Tutor | Volunteer | August 2023-May 2023

- Educate young musicians on instrumental and music theory skills
- Play the clarinet in community bands to support their ensemble sound

SPCA Thrift Store and Boutique | Melbourne, Florida | Volunteer | August 2020- May 2023

- Sort donated clothing
- Hang and tag clothing
- Stock shelves
- Clean surfaces

SKILLS

Microsoft Office Specialist-Associate | Word, PowerPoint, Excel | Certified April 2023

Entrepreneurship and Small Business | Certified March 2023

- Customer service
- Oral and written communication
- Time management
- Computer literacy
- Organization
- Multitasking

Leon County
Board of County Commissioners

Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of $150,000 Donation from the Friends of the Leon County Public Library

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Shington Lamy, Assistant County Administrator
Lead Staff / Project Team:	Pamela Monroe, Director, Library Services Kaycee Shiley, Innovation Officer, Library Services

Statement of Issue:

This item seeks Board acceptance a $150,000 donation from the Friends of the Leon County Public Library for enhancements to library services and programs in support of the Essential Libraries Initiative including Phase I of renovations to the Main Library.

Fiscal Impact:

This item has a fiscal impact. A Resolution and associated Budget Amendment is needed to realize the $150,000 donation into the Fiscal Year (FY) 2025 budget (Attachment #1).

Staff Recommendation:

Option #1: Accept the $150,000 donation from the Friends of the Leon County Public Library, Inc., and approve the Resolution and associated Budget Amendment (Attachment #1).

Report and Discussion

Background:

This item seeks Board acceptance a $150,000 donation from the Friends of the Leon County Public Library, Inc. (Friends) for enhancements to library services and programs in support of the Essential Libraries Initiative (ELI) including Phase I of renovations to the Main Library. On November 13, 2024, the Friends' Board approved the donation of $150,000 to the County for the LeRoy Collins Leon County Public Library (Library System).

Adopted by the Board on June 8, 2021, the ELI guides the Library System's daily actions to serve and support citizens as they learn new skills, engage with the community, and pursue creative interests. The four ELI focus areas (Literacy and Lifelong Learning, Business and Workforce Development, Civic and Community Engagement, and Arts and Humanities), guide in the development of all new Library programs and services.

This donation from the Friends advances the following FY 2022 – FY 2026 Strategic Initiative:

- *Implement the Leon County Essential Libraries Initiative. (2022-21)*

This Strategic Initiative aligns with the Board's Quality of Life Strategic Priority:

- *(Q2) Provide relevant and essential offerings through our libraries and community centers which promote literacy, life-long learning, and social equity.*
- *(Q5) Promote livability, health, and sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.*

The Friends was formed in 1954 as a not-for-profit organization to develop community interest and financial support for the establishment of the Leon County Public Library. Since that time, the Friends has continued to build community interest, pride, and support for Library programs and services; educate the community about the Library; encourage use of the Library's many resources; and provide donations for special purchases.

The Friends raise funds through memberships, donations, book sales and other fundraising events. With the funds raised, the Friends provide an annual donation to the Library for its literacy programs and enhancements to materials, supplies, and space. This includes furniture, small playground areas, outdoor book benches and the continued support of the Library of Things, which is a collection of items other than books, ranging from garden tools to kayaks, that can be borrowed from the Library at no charge.

Analysis:

The Library plans to utilize the funds donated by the Friends to further advance the Essential Libraries Initiative. A portion of the funds will support the Phase I renovation of the Main Library which is comprised of enhancement to the second floor and will include upgraded shelving, additional meeting and study room spaces, a podcast room, and a simulator lab. The Friends funds would be utilized to support the technology enhancement associated with the renovations. Phase

I is scheduled to be completed by the end of FY 2025. Additionally, a portion of the funds will be used to support the various ongoing Library programing and events planned for FY 2025 such as summer reading, early learning initiatives, as well as the purchase of additional items for the Library of Things.

Options:

1. Accept the $150,000 donation from the Friends of the Leon County Public Library, Inc., and approve the Resolution and associated Budget Amendment (Attachment #1).
2. Do not accept the $150,000 donation from the Friends of the Leon County Public Library, Inc.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Resolution and associated Budget Amendment

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2024/2025; 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 10th day of December, 2024.

LEON COUNTY, FLORIDA

By:_____
Brian Welch, Chairman
Board of County Commissioners

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

By:_____

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

By:_____

FISCAL YEAR 2024/2025
BUDGET AMENDMENT REQUEST

No: BAB25005
Date: 11/20/2024

Agenda Item No:
Agenda Item Date: 12/10/2024

County Administrator
Vincent S. Long

Assistant County Administrator
Ken Morris

Request Detail

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
127	913115	337716	000	Friends Library Endowment	121,115	32,000	153,115
125	913075	337712	000	Library of Things	2,196	3,000	5,196
125	913045	337714	000	Friends of the Library	81,196	115,000	196,196
				Subtotal:		150,000	

Expenditures

127	913115	55200	571	Operating Supplies	6,115	17,000	23,115
127	913115	55408	571	Machinery and Equipment	45,000	15,000	60,000
125	913075	55200	571	Operating Supplies	1,768	3,000	4,768
125	913045	55200	571	Operating Supplies	35,000	15,000	50,000
125	950	591305	581	Transfer to Fund 305	-	100,000	100,000
				Subtotal:		150,000	

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
305	950	381125	000	Transfer From 125	-	100,000	100,000
				Subtotal:		100,000	

Expenditures

305	086085	56201	571	Building Improvements	2,420,479	100,000	2,520,479
				Subtotal:		100,000	

Purpose of Request

This budget amendment appropriates a $150,000 donation from the Friends of the Leon County Public Library, Inc. for enhancements to library services and programs in support of the Essential Libraries Initiative (ELI).

Division/Department
1219/26

Brandy Furbee, Budget Manager

Roshaunda Bradley, Budget Director

Approved By: **Resolution** ☒ **Motion** ☐ **Administrator** ☐

Leon County
Board of County Commissioners

Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc. Events

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Mathieu Cavell, Director, Community Relations and Resilience
Lead Staff / Project Team:	Kianna Gilley, Public Information and Communications Manager Elizabeth Loeffelman, Public Information Specialist III Danielle Woods, Community Engagement Coordinator

Statement of Issue:

This item requests approval for the 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc. events. It also recommends continuing the partnership with To the Village Square, Inc. as part of the County's ongoing engagement efforts.

Fiscal Impact:

This item has a fiscal impact. Funds to organize the Club of Honest Citizens, a Citizen Engagement Series, and The Village Square events are contemplated in the Fiscal Year (FY) 2025 budget in the amount of $26,500.

Staff Recommendation:

Option #1: Approve the proposed events for the 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc. events.

Report and Discussion

Background:

This item seeks approval for the 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc. events. In addition, the item recommends continuing the arrangement with To the Village Square, Inc. (The Village Square), as a component of the County's significant ongoing engagement efforts, which advances the following FY 2022 – FY 2026 Strategic Initiative:

- *Alongside The Village Square, the Knight Creative Communities Institute (KCCI), and other community partners, continue to engage citizens of diverse backgrounds with innovative programs like Created Equal, the Citizen Engagement Series, Build Your Bucket, and so much more. (2022-34)*

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

- *(G1) Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.*
- *(G3) Inform and engage citizens through multiple outreach platforms to ensure consistent, high-value, transparent communication on our most important issues.*

Leon County has a nationally recognized history of engaging citizens and creating meaningful opportunities for public input. In collaboration with The Village Square, the County offers innovative programs throughout the year, including the Created Equal series, Our Town series, and Club of Honest Citizens. These events have engaged thousands of citizens on issues that matter to the community. Recently, the Our Town series expanded its reach through broadcasts on radio, television, and social media platforms.

In FY 2024, the County continued to collaborate with local organizations to provide dynamic and engaging programming. A key example was the work with the Knight Creative Communities Institute (KCCI) to implement the Crosswalks to Classrooms initiative on Dempsey Mayo Road. This project elevated three crosswalks near W.T. Moore Elementary School and the Westminster Oaks Retirement Community with colorful designs to promote pedestrian safety.

Events such as the 2024 Tallahassee Town Hall gave citizens direct access to their elected officials, while the Citizen Engagement Series offered opportunities for public discussion and input. Additionally, the County hosted the Library Lecture Series, partnered with KCCI on featuring public art projects, and organized a disaster-focused Citizen Engagement Series, among other initiatives. These efforts positioned citizens as co-creators, empowering them to contribute their talents to important community decisions.

Over the past year, Leon County hosted or co-hosted more than 10 citizen engagement events, drawing over 2,000 participants. Beyond these activities, the County continues to offer multiple ways for citizens to provide input throughout the year via the County's website, social media channels, citizen advisory committees, and other engagement platforms.

Analysis:

Outlined below are key events planned for the upcoming year, along with a summary of last year's successes and how Leon County will build on that momentum. Throughout 2025, the County will continue to explore opportunities to leverage community events, speakers, and programs to engage citizens on timely and relevant topics.

I. Created Equal – The Rhythm and Resilience of Black Music

Leon County Government and The Village Square will host the 10th annual Created Equal program in Spring 2025. The program will explore how music in Black culture has both shaped and been shaped by the Black experience throughout history.

Music has always been an integral part of Black history, serving as both a reflection of the challenges faced by Black communities and as a celebration of their resilience and triumphs. From the spirituals sung during slavery to the hip-hop anthems of today, Black music has evolved alongside the Black experience, providing a voice for change and a foundation for cultural expression.

A panel discussion, featuring academic experts, industry professionals, and community members, will dive into the genres, movements, and pivotal moments that highlight the evolution of Black music and its cultural impact. Table talks will provide an opportunity for attendees to share their own experiences and perspectives on the issues discussed by the panelists. These conversations will be facilitated to encourage attendees to engage in meaningful dialogue and share their thoughts and ideas in a small group setting.

The Created Equal event will illuminate the rich history of Black music, showing how it serves as a living chronicle of the Black experience. By examining both the musical and historical timelines, attendees will gain a deeper understanding of how music has been a source of inspiration, solidarity, and empowerment for Black communities across generations.

In 2024, Leon County's *Created Equal* program honored the County's bicentennial by celebrating the contributions of Black and Brown communities throughout its 200-year history. The event featured historians, community leaders, and residents, spotlighting stories of resilience and achievement while highlighting the importance of these narratives in building a more inclusive future. Building on past successes, the program captivated audiences with thought-provoking discussions and multimedia presentations, becoming a central part of the County's bicentennial celebrations.

II. The Big Event: Engaging FAMU, TCC, and FSU Students in Service

The Big Event at Florida State University is one of the largest one-day, student-led service initiatives in the country, bringing together students from FSU, Florida A&M University, and Tallahassee State College. For more than 12 years, Leon County Government has collaborated with FSU to coordinate volunteers, manage logistics, and identify service project locations,

ensuring the event's success each year. This event promotes community cohesion by offering students an opportunity to give back to the residents, nonprofits, and businesses that support them.

Volunteers participate in a variety of service projects, such as gardening, painting, cleanup efforts, and maintenance at nonprofit facilities and private residences across the region. Originating from Texas A&M University, the Big Event has become a celebrated tradition and serves as FSU's premier community service initiative. While the focus extends beyond the number of tasks completed, the event emphasizes unity and meaningful interactions between students and the community.

In 2025, Leon County will continue its support by helping to coordinate service sites, promote volunteer efforts, and engage local media outlets to maximize community impact. Together with FSU, Leon County strives to strengthen the relationship between students and the broader Tallahassee community through these impactful service experiences.

III. Citizen Engagement

Since 2011, the Citizen Engagement Series has fostered meaningful public engagement and strengthened community partnerships. The County will continue this series in 2025 with interactive events such as the Let's Balance! budget simulation game and disaster-preparedness workshops.

Let's Balance! offers participants an inside look at the County's budgeting process. Attendees, including groups like Leadership Tallahassee and the Florida Association of Counties, will work in teams to balance a simulated budget while addressing real-world challenges such as revenue reductions and unfunded mandates.

Disaster Preparedness Workshops will be hosted at the start of hurricane season to ensure citizens are informed and resilient. The event will include hands-on exercises and engagement with Emergency Management staff, nonprofits, and other community partners.

IV. Neighborhood Outreach and Community Engagement

Since March 2024, Leon County has actively focused on strengthening relationships with local neighborhoods and community partners. Through in-person engagements at neighborhood meetings, participation in county and community events, volunteer and tabling opportunities, and digital engagement, the County has promoted civic participation and fostered resilient community connections.

<u>Event Participation</u>

- *Total Events:* Leon County participated in 44 community events, including neighborhood meetings, tabling events, county initiatives, and partnership gatherings.
- *Attendance Impact:* Reached over 6,000 community members through these engagements.

Event Highlights

- *Springtime Tallahassee:* Engaged with over 1,800 attendees.
- *Veterans Stand Down (2-day event):* Served over 1,000 participants.
- *Killearn Estates Fall Festival:* Drew over 400 attendees.
- *Neighborhood Recognition Program:* Notable increase in participation, with 24 neighborhood applicants—a potential program record—driven by consistent in-person and digital engagement efforts.

Neighborhood Engagement

- *Neighborhood Meetings:* Attended 11 neighborhood meetings, connecting with approximately 135 residents.
- *Neighborhood Events:* Supported 4 neighborhood-centered gatherings, reinforcing local ties.

County Initiatives and Events

- *Volunteer Fire Truck Round-Up:* Engaged over 300 attendees.
- *Leon Works Expo:* Connected with over 500 community members focused on workforce development.
- *Created Equal:* Brought together more than 400 participants.
- *Citizens Engagement Series:* Reached 200 attendees, fostering public involvement in County programs.
- *TEAM Leon Street Outreach:* Led street outreach efforts to support direct community assistance.

Tabling Events

- *Total Tabled Events:* Set up informational tables at 16 county and community events, providing resources and information to a broad audience.

Through these ongoing efforts, Leon County continues to expand its community presence and strengthen relationships within the community, supporting the County's mission to serve and collaborate with all residents. These activities contribute to a more engaged, informed, and resilient Leon County.

V. Knight Creative Communities Institute (KCCI) Projects

Through its partnership with KCCI, Leon County will continue to engage citizens in creative placemaking projects that enhance public spaces and showcase local artists.

Crosswalks to Classrooms: This initiative integrates public art with pedestrian safety at crosswalks near W.T. Moore Elementary and the Westminster Oaks Retirement Community.

Fully Booked Placemaking Project: Visitors can explore nature through the Wander and Wonder Trail, which weaves storytelling and outdoor exploration across multiple County parks and libraries.

Art of the Box: Utility boxes at key County locations, including the Apalachee Regional Park and LeRoy Collins Main Library, have been transformed into public art.

Brushstrokes for Books: A community mural project that brought together over 100 volunteers to beautify a 285-foot retaining wall at the Main Library.

VI. Leon County Library Lecture Series

The Library Lecture Series will continue to offer engaging discussions by national, regional, and local speakers throughout 2025, promoting learning, exploration, and community involvement. In 2023-24, the County hosted four well-attended lectures, each exploring a unique theme:

- *Author Amy Rogers* shared insights on preserving personal and cultural recipes, emphasizing how organizing and standardizing them helps pass traditions to future generations.
- *Louis Dilbert*, Director of the FAMU TRIO Educational Opportunity Center, explored the dynamics of multigenerational workplaces, offering strategies to leverage diverse skillsets for increased productivity and team cohesion.
- *Misty Penton*, Tradition Keeper and Storyteller for the Muscogee Nation of Florida, discussed the importance of generational storytelling and oral traditions in shaping modern communities.
- In celebration of the Tallahassee-Leon County Bicentennial, author and historian *Doug Alderson* led a lively discussion on the founding and evolution of Florida's capital, incorporating local history and community heritage.

Building on the success of these 2024 events, the 2025 Library Lecture Series will delve into new topics that inspire conversation, foster connections, and encourage lifelong learning within the community.

VII. The Longest Table

Since 2015, Leon County, the City of Tallahassee, and The Village Square have hosted The Longest Table, an event designed to break down barriers and foster community connections through shared meals and conversation. This initiative has expanded over the years, including student-led versions that bring together high school students from across the County to engage in meaningful discussions about issues that matter to them and their communities.

In 2024, Leon County will sponsor The Kearney Center's Longest Table event on Saturday, December 21 as part of its ongoing commitment to fostering community dialogue and inclusion. This Longest Table event combines a shared community dinner with a memorial service to honor

those in the unhoused community who have passed away, further highlighting the importance of collaboration and compassion in addressing critical local issues.

Looking ahead to 2025, Leon County staff will continue collaborating with partners to support Longest Table events, creating even more opportunities for dialogue and relationship-building. Through these events, the County remains committed to promoting unity, understanding, and stronger connections across diverse groups within the community.

VIII. The Village Square Events

In partnership with The Village Square, the County will continue hosting events like the Our Town Series, which features in-depth discussions between citizens and local officials on pressing community issues. Signature programs include the Town Hall event and Speed Date Your Local Leaders, providing residents with unique opportunities to engage directly with elected officials.

The 2024 Town Hall event, held at WFSU studios, was broadcast live on television, radio, and social media, significantly expanding its audience. Building on that success, the County and The Village Square will explore new ways in 2025 to engage citizens on emerging topics, ensuring that discussions remain timely and impactful.

Between the Citizen Engagement Series, Our Town Series, and other public events, The Village Square anticipates hosting five to seven community programs in 2025, engaging approximately 1,500 to 2,000 participants.

Funding for these initiatives is included in the approved FY 2024 - 2025 budget with $26,500 allocated to support The Village Square's work. This item recommends Board approval of the proposed 2025 schedule of citizen engagement events, continuing the County's longstanding commitment to fostering meaningful community dialogue through interactive programming.

Options:

1. Approve the proposed events for the 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc. events.
2. Do not approve the proposed events for the 2025 Citizen Engagement Series, Club of Honest Citizens, and To the Village Square, Inc. events.
3. Board direction.

Recommendation:

Option #1

Leon County
Board of County Commissioners

Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approve the Designation of the County as the Willing Manager for the Bannerman Road Trail Project in support of a Florida Department of Transportation Grant Application

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Artie White, Director, Department of Planning, Land Management & Community Engagement (PLACE)
Lead Staff / Project Team:	Autumn Calder, Director, Blueprint Intergovernmental Agency Megan Doherty, Planning Manager, Blueprint Intergovernmental Agency

Statement of Issue:

This item seeks Board approval to designate the County as the Willing Manager for the future maintenance responsibilities associated with the Bannerman Road Trail Project as required for a construction grant application to the Florida Department of Transportation (FDOT). The Bannerman Road Trail Project (Trail), an approximately four-mile multi-use trail from Beech Ridge Trail to Meridian Road in unincorporated Leon County, will be constructed by the Blueprint Intergovernmental Agency (Blueprint). Blueprint will submit the construction grant application and, regardless of the grant award, the County anticipates taking over the maintenance responsibilities for the Trail once Blueprint completes construction.

Fiscal Impact:

This item has no fiscal impact. Construction costs for the proposed Bannerman Road Trail Project will be borne by Blueprint and, if the grant is approved, supplemented by the FDOT Shared-Use Nonmotorized Trail (SUN Trail) program. Once construction is complete and the improvements are transferred to the County, the estimated $8,000 annual maintenance costs will be included in the Public Works operating budget.

Staff Recommendation:

Option #1: Approve the designation of the County as the Willing Manager for the FDOT SUN Trail grant application for the Bannerman Road Trail Project and authorize the County Administrator to execute the Certification of Willing Manager for trail maintenance (Attachment #1), subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval to designate the County as the Willing Manager for the future maintenance responsibilities associated with the Bannerman Road Trail Project as required for a construction grant application to the FDOT SUN Trail program. The Bannerman Road Trail Project, an approximately four-mile multi-use trail from Beech Ridge Trail to Meridian Road in unincorporated Leon County (Attachment #2), will be constructed by Blueprint. Blueprint will submit the construction grant application and, regardless of the grant award, the County anticipates taking over the maintenance responsibilities for the Trail once Blueprint completes construction. The Certification of Willing Manager states that the County commits to providing maintenance to the project as the long-term Trail manager to the extent Blueprint's application is approved and subject to a future written agreement between the County and FDOT.

The Bannerman Road Trail Project advances the following FY 2022 – FY 2026 Strategic Initiatives:

- *To further promote Leon County as a biking community, pursue the State's "Trail Town" designation and continue to coordinate with the City, Blueprint, State, and U.S. Forest Service to leverage capital improvements in pursuit of the International Mountain Biking Association (IMBA) designation. (2022-7)*
- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2022-26)*

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

- *(EC4) Grow our tourism economy, its diversity, competitiveness, and economic impact.*
- *(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.*

The Bannerman Road Trail is a component of the larger Blueprint Northeast Corridor Connector: Bannerman Road project, which is one of the 27 Blueprint 2020 infrastructure projects approved by the Blueprint Intergovernmental Agency Board of Directors at the April 22, 2014 meeting. As defined in the 2015 Second Amended and Restated Interlocal Agreement between the City of Tallahassee and Leon County, the Northeast Connector project provides funding for roadway improvements as well as construction of multi-use trails. The trail component (Bannerman Road Trail) will provide new connectivity in northeast Tallahassee with a continuous, separated trail on the south side of Bannerman Road from Beech Ridge Trail to Meridian Road; the Bannerman Road Trail will also connect to the future Orchard Pond Trail and Meridian Greenway, which are also a part of Blueprint's Northeast Connector Project. Design of the Orchard Pond Trail is complete with construction expected in 2025. Preliminary engineering is currently underway for the Meridian Greenway.

The Bannerman Road Trail is currently in the design phase in conjunction with the larger Bannerman Road corridor improvements. Design for improvements to the four-mile roadway is expected to be complete in the Spring of 2025 with construction anticipated to begin in late 2025.

Analysis:

The Shared-Use Nonmotorized (SUN) Trail program was established by the Florida Legislature in 2015 to fund the development of interconnected nonmotorized multi-use trails within the SUN Trail network. SUN Trail pathways are a series of physically distinct trails separate from roadways and motorized traffic. FDOT administers the SUN Trail program which is allocated $50 million per year.

The SUN Trail grant application in development by Blueprint requests funding for the construction phase of the Bannerman Road Trail from Beech Ridge Trail to Meridian Road. A requirement for SUN Trail funding is the willingness and designation of a non-FDOT entity to maintain the facility once constructed. The maintaining entity will reduce safety hazards and ensure a quality level of service on the facility. Maintenance for the facility will include day-to-day upkeep and operation, and activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, and drainage maintenance, including removing debris from culverts. The estimated annual maintenance cost for the four-mile Bannerman Road Trail is approximately $8,000.

At the time of this writing, the 60% design plans are being finalized along with the projected costs to determine the scope of the grant funding request. The grant application is due December 19, 2024, and notification of the award is anticipated to be announced in mid/late 2025. Should the grant application be successful, a subsequent agreement with FDOT will be brought back to the Board to formally establish the County's maintenance responsibilities.

Options:

1. Approve the designation of the County as the Willing Manager for the FDOT SUN Trail grant application for the Bannerman Road Trail Project and authorize the County Administrator to execute the Certification of Willing Manager for trail maintenance (Attachment #1), subject to legal review by the County Attorney.
2. Do not approve the designation of the County as the Willing Manager for the FDOT SUN Trail grant application for the Bannerman Road Trail Project.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Certification of Willing Manager
2. Bannerman Road Trail Location Map

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding

SUNTRAIL FDOT

SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity.

Submit the Certification of Willing Manager(s) for all proposed trail segments.

PART VIII – CERTIFICATION OF WILLING MANAGER(S)

Name of Project:

FROM:

Name of Managing Entity:

Name of Contact and Job Title:

Address:

Municipality, State, and Zip Code:

Contact Email:

Contact Telephone Number:

Signature:

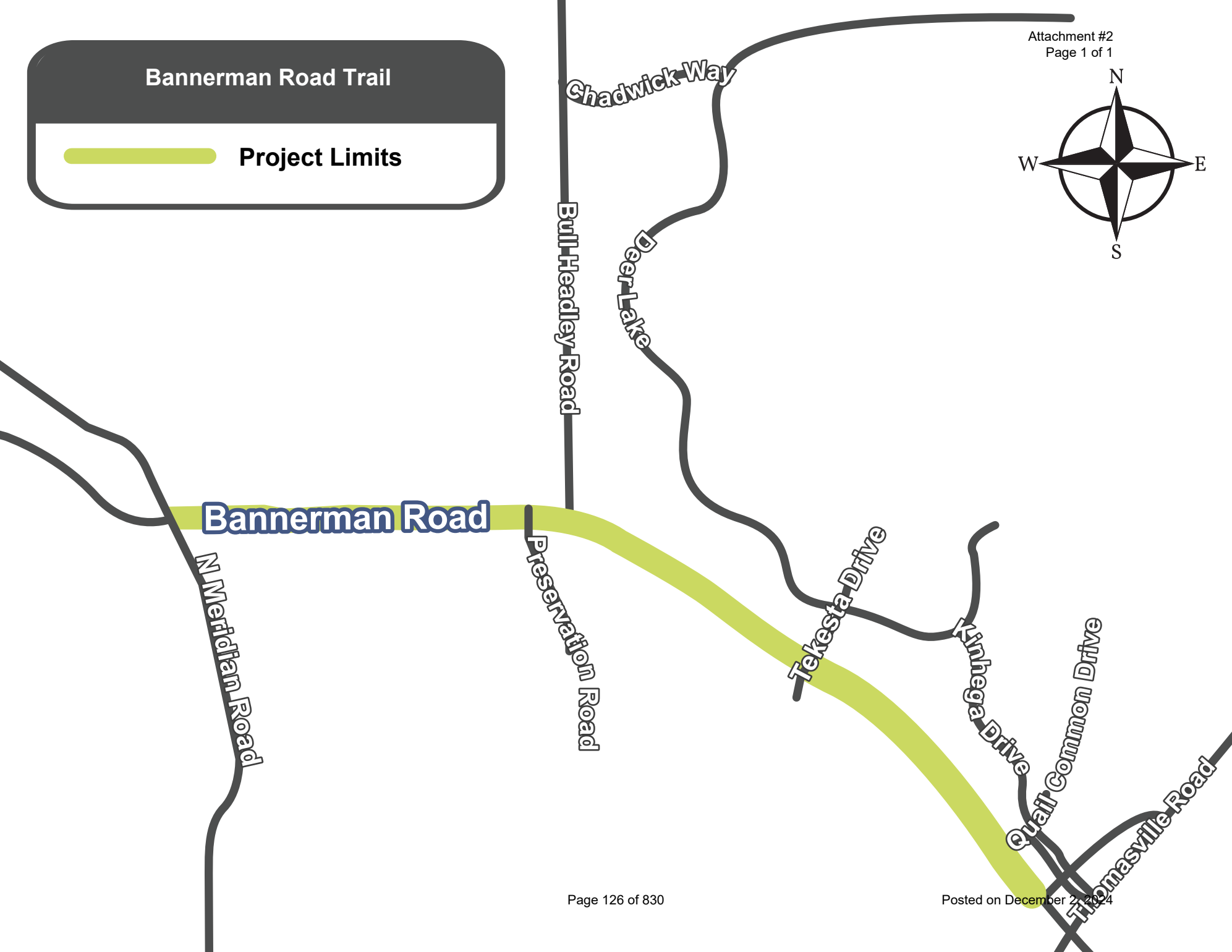
_____

Print Name:

Title:

Date:

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this “Request for Funding” is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement the proposed project; (7) and you possess authorization to sign the certification of the willing manager.


Bannerman Road Trail
Project Limits
N
W
E
S
Chadwick Way
Bull Headley Road
Deer Lake
Bannerman Road
N Meridian Road
Preservation Road
Tekesta Drive
Kinhega Drive
Quail Common Drive
Thomasville Road

Leon County
Board of County Commissioners

Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of an Agreement with the American Public Works Association for Reaccreditation

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff / Project Team:	Timothy Barden, Administrative Services Manager

Statement of Issue:

This item seeks Board approval of an Agreement with the American Public Works Association (APWA) for Leon County's Public Works Department to pursue APWA reaccreditation. The purpose of the accreditation program is to provide a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the *Public Works Management Practices Manual*.

Fiscal Impact:

This item has a fiscal impact. The Accreditation application fee is based on the County's unincorporated population and the number of functional areas that are applicable to the Public Works department for a total cost of $6,225, which is budgeted in the Public Works operating budget.

Staff Recommendation:

Option #1: Approve the Reaccreditation Agreement with the American Public Works Association (Attachment #1), subject to legal review by the County Attorney, and authorize the County Administrator to execute any and all documents associated with Reaccreditation.

Report and Discussion

Background:

This item seeks Board approval of an Agreement with the APWA for Leon County's Public Works Department to pursue APWA reaccreditation. The purpose of the accreditation program is to provide a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the *Public Works Management Practices Manual* (Manual). It is a voluntary, self-motivated approach to objectively evaluate, verify and recognize compliance with the recommended management practices.

This Agreement supports the Board's Governance Strategic Priority:

- *(G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.*

The objectives of the accreditation program are to:

- Create impetus for organization self-improvement and stimulate general raising of standards;
- Offer a voluntary evaluation and education program rather than government regulated activity;
- Recognize good performance and provide motivation to maintain and improve performance;
- Improve public works performance and the provision of services;
- Increase professionalism; and
- Instill pride among agency staff, elected officials and the local community.

As part of the County's previous five-year strategic plan (FY 2012 – FY 2016), a strategic initiative was established for Leon County's Public Works Department to pursue accreditation from the APWA. The accreditation process consisted of a department wide self-assessment of all policies, procedures, and practices in comparison to the nationally recognized and recommended practices contained in the manual. In March 2021, the Leon County Public Works Department received full accreditation from the APWA. Accreditation is granted for a period of four years, at the end of which, the Agency may apply for reaccreditation. Leon County Public Works' current accreditation expires on April 19, 2025.

Other jurisdictions in Florida that have obtained APWA accreditation include: Charlotte County, Hillsborough County, Manatee County, Pinellas County, Okaloosa County, Sarasota County, Sumter County, City of Aventura, City of Coral Springs, City of Fort Myers, City of Gainesville, City of Lakeland, City of Largo, City of North Port, City of Miami Beach, City of Palm Bay, City of Pinellas Park, City of Port St. Lucie, City of St. Petersburg, Village of Wellington, and the City of Winter Haven.

Analysis:

The reaccreditation process will require Leon County Public Works to self-assess and report all policies, procedures, and practices in comparison to the nationally recognized and recommended practices contained in the Manual. The manual consists of 40 chapters. As outlined in the application, compliance with the first 10 chapters is required by every agency seeking accreditation. The evaluated functions (aka Functional Areas as defined by APWA) include areas such as human resources, finance, risk management, engineering, construction management, and fleet maintenance.

Fees for accreditation are based on two criteria: the jurisdiction's population for the unincorporated County, which is 99,891 based on the 2020 Census Data, and the number of functional areas Leon County Public Works is responsible for maintaining. The total fee for this reaccreditation agreement is $6,225, which is budgeted in the Public Works operating budget. The term of the reaccreditation will be for an additional four years.

This item recommends the Board approve the Reaccreditation Agreement with APWA. The reaccreditation process will consist of a review of the current standards and practices, and any necessary updates to meet the requirements of the Manual. Staff anticipates finalizing the reaccreditation process by early spring 2025, prior to the expiration of the current accreditation period.

Options:

1. Approve the Reaccreditation Agreement with the American Public Works Association (Attachment #1), subject to legal review by the County Attorney, and authorize the County Administrator to execute any and all documents associated with Reaccreditation.
2. Do not approve the Reaccreditation Agreement with the American Public Works Association.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Application and Reaccreditation Agreement

ACCREDITATION COUNCIL OF THE AMERICAN PUBLIC WORKS ASSOCIATION

APPLICATION FOR VOLUNTARY ACCREDITATION

Public Works Management Practices Manual - Tenth Edition

Identify if your agency is applying for Initial Accreditation or Re-Accreditation Re-Accreditation

Select option from dropdown feature before going to page two.

Parent Organization: Leon County, Florida

Agency Name(s)*:

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 2280 Miccosukee Road
City: Tallahassee State/Province: Florida Zip: 32308
Mailing Address:
(if different from street address)
City: State/Province: Zip:

- Public Works Agency's Chief Executive: Brent Pell

Title: Director of Public Works
Phone: (850) 606-1537 Cell: (850) 354-2252 E-Mail: PellB@leoncountyfl.gov
APWA Member? ◉ Yes, I.D. Number 766301 ○ No

- Public Works Agency's Accreditation Manager: Tim Barden

Title: Administrative Services Manager
Phone: (850) 606-1546 Cell: (850) 590-3298 E-Mail: Bardent@leouncountyfl.gov
APWA Member? ◉ Yes, I.D. Number 931326 ○ No

All agencies seeking accreditation are required to have at least two APWA members. If the Chief Executive and Accreditation Manager are not both members, do you have at least two members? ○ Yes ○ No

Did you or someone from your office attend a workshop? ◉ Yes ○ No

The agency must address all recommended practices in the Functional Areas for which they have responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual.*

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate eligibility.

In addition, the agency, by execution of this application, agree to follow the processes as defined in the Accreditation Process Guide, including the biennial report.

Executed this day of , .

By: _____, Title: County Administrator

Vincent S. Long
(typed or printed name)

Email application packet to accreditation@apwa.net or forward **2 copies** of signed accreditation agreement, application, and statement of support from chief administrative officer and payment to: APWA Accreditation Program, P.O. Box 505612, St. Louis, MO 63150-5612

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Fees for accreditation are as follows: A Base Fee and Functional Area fee. The base fee is determined by the population served by the agency. The Functional Area fee is determined by the duties the agency has responsibility for. All applicants are responsible for Functional Areas (i.e. Chapters) 1 through 10 in the *Public Works Management Practices Manual* while the remainder must be indicated using the table below. A Functional Area is applicable if the agency administers, manages, or provides services - either directly or through a contractor or outside vendor. The agency must indicate a chapter as YES (Applicable) if they take the lead responsibility of 50% or more of the practices. If the agency is responsible for fewer than 50% of the practices, the chapter may be marked as NO (Not Applicable) with an explanation why (add additional pages if necessary).

Additional fees may include on-site assessment costs, instructional and reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Base Fee by Agency Population (Utilize Most Recent Census Data)

Select Appropriate Box	POPULATION	Amount
	Under 10,000	$0
	10,001 to 25,000	$0
	25,001 to 50,000	$0
✓	50,001 to 100,000	$5,125
	100,001 to 250,000	$0
	250,001 to 500,000	$0
	500,001 to 1,000,000	$0
	More than 1,000,000	$0

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY OR COMMENTS
Chapter 1-10	✓		Required for all agencies
Infrastructure Planning (11)		✓	Services Provided by the Planning Department
Building Code Enforcement (12)		✓	Services Provided by the Department of Development Support and Environmental Management
Engineering Management (13)	✓		
Bid Process (14)		✓	Service provided by the Purchasing Department
Construction Management (15)	✓		
Right-of-Way Management (16)	✓		
Utility Coordination (17)	✓		
Facilities Management (18)		✓	Services Provided by Resource Stewardship
Equipment and Fleet Management (19)	✓		
Parks, Grounds, and Forestry (20)		✓	Services Provided by Resource Stewardship
Solid Waste Management (21)		✓	Services Provided by Resource Stewardship
Solid Waste Collection (22)		✓	Services Provided by Resource Stewardship
Solid Waste Recycling and Reuse (23)		✓	Services Provided by Resource Stewardship
Solid Waste Disposal (24)		✓	Services Provided by Resource Stewardship
Street Maintenance (25)	✓		
Street Cleaning (26)	✓		
Snow and Ice Control (27)		✓	This is not a function of the Department
Stormwater and Flood Management (28)	✓		
Vector Control (29)	✓		
Potable Water Distribution System (30)		✓	Function of the City of Tallahassee
Water Treatment (31)		✓	Function of the City of TallahasseeFunction of the City of Tallahassee
Wastewater Collection and Conveyance (32)		✓	Function of the City of Tallahassee
Wastewater Treatment and Disposal (33)		✓	Function of the City of Tallahassee
Traffic Operations (34)	✓		
Parking (35)		✓	
Cemeteries (36)	✓		
Airports (37)		✓	Function of the City of Tallahassee
Transit Operations (38)		✓	Function of the City of Tallahassee
Bridges (39)		✓	FDOT is responsible for Bridges in Leon County
Beach Management (40)		✓	Leon County does not have any beaches
TOTALS (number of YES and NO, Chapters 11-40)	11	19	Add addt'l pages if req'd to provide explanation of non-applicability

Functional Area Fee

11	Functional Areas (chapters 11 through 40) Each	$ 100	$ 1,100.00

Total Fee = Base Fee + Functional Area Fee = $6,225.00

Rev 4/2020

Posted on December 2, 2024

ACCREDITATION AGREEMENT

This Agreement is entered into between Leon County, Florida ("the Agency") with principal offices located at 2280 Miccosukee Road Tallahassee , Florida 32308 and the American Public Works Association ("APWA"), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Accreditation Council ("the Council") to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual* (the "Manual").

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 11 functional areas, more fully described on the Agency's Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that APWA assess the Agency's practices for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **AGENCY RESPONSIBILITIES:** The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by APWA except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify APWA that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, including, without limitation, the practices set forth in the Manual ("Recommended Practices"), and provide full and accurate results thereof to APWA using software developed and approved by APWA;

1.3 Provide one or more persons to assist APWA's representatives ("Evaluators") in making the necessary inquiries and assessments of Agency information relative to compliance with the Recommended Practices; provide access to files and records and necessary facilities requested by the Evaluators during their inquiries; and

1.4 Respond to all communications from APWA promptly, but in no event later than ten (10) business days from the receipt thereof.

2. **APWA RESPONSIBILITIES:** APWA shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process;

2.2 Provide Evaluators for the purpose of conducting an evaluation of the Agency's responses to the practices contained in the Manual;

2.3 Promptly analyze compliance data and advise the Agency of the results of the evaluation and the need for additional information, if any;

2.4 If the Agency is accredited, (a) provide an award, and (b) make available indicia of accreditation;

2.5 If the Agency is not accredited following an evaluation of its policies and practices, provide the Agency with reasons for the decision; and

2.6 Upon payment of the Agency of a $1,000 appeal fee (which must be paid within sixty (60) days of notice by APWA of the reasons for the decision not to accredit the Agency), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties (the "Effective Date").

3.2 This Agreement shall terminate:

(a) Upon execution of a Re-Accreditation Agreement between the Agency and APWA; or

(b) Either (i) thirty-six (36) months following the Effective Date of this Agreement or (ii) the expiration of any extension to the thirty-six (36) month period granted pursuant to Section 5.3 hereof, unless a successful evaluation is completed prior to such date; or

(c) Upon written notice by the Agency that it withdraws from the accreditation process; or

(d) Upon termination pursuant to Section 5.2 hereof; or

(e) Upon expiration or revocation of the Agency's accredited status.

3.3 Any accreditation granted to the Agency shall have a term of four (4) years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the re-accreditation evaluation before the expiration of such four (4) year term, the accreditation shall lapse at the expiration of the four (4) year term and the Agency shall not thereafter hold itself out as being accredited by APWA. The evaluation may occur up to six (6) months prior to or following the accreditation expiration date without penalty upon agreement of both parties. The expiration date of the accreditation shall remain the same regardless of when the evaluation is conducted.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable. The Agency agrees to one of the following options by completing either subsection (a) or (b) below:

◉ (a) Lump Sum Option

The Agency will remit to APWA a single payment in the lump-sum amount for processing of the accreditation of $6,225.00 , upon the execution of this Agreement by the Agency.

The total amount of $6,225.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via Check No. , or Purchase Order No. .

○ (b) Installment Option

The Agency will remit to APWA a total payment of $ 6,225.00 for processing of the accreditation. The first installment of $3,112.50 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of $3,112.50 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the evaluation, whichever occurs first.

The first installment of $3,112.50 is herein remitted to APWA (payable by check to the order of American Public Works Association) via check number or Purchase Order No. .

5.2 APWA will invoice the Agency for travel costs for the evaluation, including lodging, meals and transportation in accordance with the Staff Travel Reimbursement Policy and Volunteer Travel Reimbursement Policy. An itemized invoice will be delivered to the Agency within sixty (60) days of completion of the evaluation. APWA reserves the right to terminate this Agreement if such payment is delinquent by more than sixty (60) days, and APWA shall not be obligated to refund any fees previously paid.

5.3 The Agency may request and extension of the evaluation by submitting the applicable form and paying a fee as follows:

a) For initial applicants, if the Agency requires more than thirty-six (36) months to complete a successful evaluation, the Agency may request a twelve (12) month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. The Agency may continue to request an additional extension every twelve (12) months thereafter, and agrees to pay the additional twenty-five percent (25%) extension fee, until a successful evaluation has been achieved or this Agreement has been terminated in accordance with Section 3.2 hereof. If approved for an extension, the Agency must move to the current or most immediate previous edition of the Manual if such is not already in use. No additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the thirty-six (36) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency).
b) For currently accredited agencies, if the Agency requires more than six (6) months beyond their accreditation expiration date to complete a successful evaluation the Agency may request a twelve (12) month extension to this agreement. If the extension is granted, the Agency agrees to pay a non-refundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. No such additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the twelve (12) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency). If approved for a twelve (12) month extension the expiration date of the accreditation shall be extended twelve (12) months from original accreditation expiration date. Only one twelve (12) month extension may be requested.

5.4 If the Agency's initial evaluation is not successful (i.e., work after the evaluation is required to achieve minimum compliance for accreditation), and the volume of review necessary for completion would require an additional evaluation(s), the Agency shall reimburse APWA for costs for the subsequent evaluation per the terms of Section 5.2. Additional evaluation(s) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 APWA shall receive and hold confidential any and all nonpublic: (i) reports, files, records and other data obtained from the Agency pursuant to this Agreement and (ii) materials developed by APWA in the furtherance of its responsibilities under this Agreement ("Confidential Information"). APWA shall use reasonable commercial efforts substantially similar to the efforts APWA uses to protect its own confidential information to prevent the disclosure, distribution, or release of the Confidential Information to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal. Notwithstanding anything in this Agreement to the contrary including the above, APWA is specifically authorized, but not required, in the exercise of its sole discretion, to conduct a meeting open to the public regarding the Agency's candidacy for accreditation or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in

which case such meeting shall be closed to the public. Nothing herein shall be construed to require APWA to conduct all or part of its meeting in public, including but not limited to the right of APWA, in the exercise of its sole discretion, to terminate a meeting open to the public at any time and conclude such meeting in a session closed to the public.

6.2 In response to inquiries concerning the accreditation status of the Agency, APWA's reply shall be limited to identifying the Agency's then current status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES: Notwithstanding any provision of this Agreement to the contrary,

7.1 APWA shall have the right to identify the Agency in news releases and its publicity program after the Agency's evaluation has been scheduled, to identify the Agency as seeking accreditation.

8. APWA AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the parties are independent contractors as to one another and neither shall be deemed to be an employee, agent, franchise, partner, or legal representative of the other. Except as specifically set forth herein, neither party shall have any authority to create or assure any obligation on behalf of the other. Each party shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof.

10. SEVERABILITY: If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. CHOICE OF LAW; JURISDICTION AND VENUE: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State where the principal office of the Agency is located. Any arbitration or action to interpret or enforce any right or obligation hereunder shall be brought in the state or federal courts sitting in the jurisdiction encompassing Agency's principal office and the parties irrevocably consent hereby to jurisdiction and venue in any such court.

12. WARRANTY NOT INTENDED OR IMPLIED: It is understood that the award of accreditation represents that only that APWA and/or the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing the Recommended Practices, but neither APWA nor the Council is making any representations that such policies or practices are adequate or appropriate for the Agency. The Agency is solely

responsible for determining whether its policies and practices are adequate and appropriate and the award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services. The Agency shall not make any oral or written disclosure, comment or announcement which conflicts with the provisions of this Section 12. Any oral or written statement by Agency regarding its accreditation status shall comply with any requirements made known to Agency from time to time.

13. WAIVER: Any waiver by APWA of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE: Any notice between the parties shall be in writing, postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS: The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

16. ESTABLISHMENT OF RECOMMENDED PRACTICES: The Agency and APWA agree that the Manual shall be the basis for the self-assessment conducted by the Agency and the evaluation conducted by APWA. The Agency's self-assessment, and APWA's subsequent evaluation, shall both be based upon the edition of the Manual selected per the requirements of the Accreditation Process Guide.

17. ASSIGNMENT: The Agency shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of APWA.

18. DISPUTE RESOLUTION: Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity, or termination thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules"), with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrator shall be selected according to the Rules. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs, expenses and fees, including, without limitation, administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses (including, without limitation, such expenses as copying, telephone, facsimile, postage, and courier fees), witness fees, and reasonable and actual attorneys' fees. The arbitration shall be conducted in the venue identified in Section 11 above.

[Remainder of Page Intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this day of ,

By: _____

Vincent S. Long
(Typed name)

County Administrator
(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf on this day of ,

By: _____
Becky Stein, CAE
Chief Learning Officer

Leon County
Board of County Commissioners

Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Amendment to the Florida Department of Environmental Protection Standard Grant Agreement for the Advanced Septic Systems Pilot Project

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff / Project Team:	Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

This item seeks Board approval to amend the existing Florida Department of Environmental Protection (FDEP) Standard Grant Agreement for the Advanced Septic Systems Pilot Project, to extend the term for the County to fully expend the grant funds to March 31, 2026. The Advanced Septic Systems Pilot Project provides funding to the County to offset the costs to residents in the Wakulla Springs Priority Focus Area that wish to upgrade conventional septic systems to advanced nitrogen-reducing systems. The extension of the Agreement will provide the additional time necessary to upgrade the final two septic systems, resulting in the conversion of more than 80 septic systems through this Project.

Fiscal Impact:

This item has no fiscal impact. FDEP grant funding for the Advanced Septic Systems Pilot Project is included in the County budget and additional time is necessary to complete to fully expend the $1.5 million previously awarded to the County.

Staff Recommendation:

Option #1: Approve the Amendment to the Florida Department of Environmental Protection Standard Grant Agreement for the Advanced Septic Systems Pilot Project (Attachment #1), and authorize the County Administrator to execute the grant amendment, including any future modifications, subject to final legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval to amend the existing FDEP Standard Grant Agreement for the Advanced Septic Systems Pilot Project, to extend the term for the County to fully expend the grant funds to March 31, 2026 (Attachment #1). The Advanced Septic Systems Pilot Project provides funding to the County to offset the costs to residents in the Wakulla Springs Priority Focus Area that wish to upgrade conventional septic systems to advanced nitrogen-reducing systems. The extension of the Agreement will provide the additional time necessary to upgrade the final two septic systems, resulting in the conversion of more than 80 septic systems through this Project.

This Amendment to the Grant Agreement advances the following FY 2022 – FY 2026 Strategic Initiative:

- *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)*

This particular Strategic Initiative 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.*

Based on the shared desire to enhance water quality in our region through nitrogen reduction projects, Leon County and FDEP jointly adopted the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan in fiscal year 2018. This first of its kind multi-year agreement between the state and a county was the result of Leon County's strong commitment to reducing nitrogen levels in the primary springs protection zone and FDEP's willingness to provide a dollar-for-dollar match toward projects in Leon County. In this plan, the parties committed a total of over $63 million for water quality and springs protection infrastructure projects, all within southern Leon County.

In 2017, FDEP designated $1.5 million from the Springs Restoration Program to be used for passive onsite sewage treatment technology to reduce nitrogen entering the aquifer. Leon and Wakulla Counties were selected as target locations to receive equal shares of the funds. On October 24, 2017, the Board accepted $750,000 in grant funds and authorized the County Administrator to execute a grant agreement with FDEP. Wakulla County subsequently declined to proceed with the project, making an additional $750,000 available to expand the project in Leon County. On September 4, 2018, the Board accepted the additional $750,000 in grant funds and authorized the County Administrator to execute a proposed FDEP Grant Agreement for the Advanced Septic Systems Pilot Project. The grant agreement became effective October 30, 2018, awarding a total of $1.5 million in state grant funds to the County with no local match (2018 Grant Agreement).

On September 13, 2022, the Board ratified a new FDEP Standard Grant Agreement, incorporating the terms and conditions of the 2018 Grant Agreement together with new terms and provided an expiration date of December 31, 2024 (Attachment #2). This item seeks an extension through March 31, 2024 to fully expend the FDEP funds by completing the upgrade of two conventional septic systems to advanced nitrogen-reducing systems, and provide final reports to the state.

Analysis:

Leon County distributed funds to qualified citizens to offset a portion of the construction costs to upgrade their conventional septic systems. And with over 80 conventional septic systems converted to advanced nitrogen-reducing systems, this Advanced Septic System Pilot Project is nearly complete. However, funding remains available for the upgrade of two additional systems. The proposed Grant Amendment extends the expiration date of the current Grant Agreement to March 31, 2026, to allow adequate time for the County to coordinate with the property owners to complete their remaining septic system upgrades.

When the 2018 Grant Agreement was developed, the exact construction costs to upgrade each conventional septic system were not known. Therefore, the funding allocations for each project task were based on estimated costs. This proposed Grant Amendment will adjust the FDEP funding allocation between the design, permitting, and construction of the systems to better align with actual project costs. No additional funding is awarded with this amendment.

This item seeks Board approval to modify the existing FDEP Grant Agreement for the Advanced Septic Systems Pilot Project to extend the term of the Grant Agreement to March 31, 2026 to allow adequate time to fully expend the previously awarded state funds and provide final reports to the state.

Options:

1. Approve the Amendment to the Florida Department of Environmental Protection Standard Grant Agreement for the Advanced Septic Systems Pilot Project (Attachment #1), and authorize the County Administrator to execute the grant amendment, including any future modifications, subject to final legal review by the County Attorney.
2. Do not approve the Amendment to the Florida Department of Environmental Protection Standard Grant Agreement for the Advanced Septic Systems Pilot Project.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Amendment No. 1 to Agreement LP37113 between Florida Department of Environmental Protection and Leon County
2. Standard Grant Agreement, dated July 1, 2022

AMENDMENT NO. 1
TO AGREEMENT NO. LP37113
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
LEON COUNTY

This Amendment to Agreement No. LP37113 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Leon County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the "2018 Standard Grant Agreement" with the Grantee for Advanced Septic Systems Pilot Project (Project), effective October 30, 2018; and,

WHEREAS, the Department and Grantee entered into the Agreement, dated July 1, 2022, which, in part, incorporates the terms of the "2018 Standard Grant Agreement" as Exhibit A thereto; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to remove a task from the Grant Work Plan; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to permit delays and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of Exhibit A to the Agreement is hereby revised to change the Date of Expiration to March 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. The following is hereby added to Exhibit A, Attachment 1 in Section 8:

   State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

   The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. Exhibit B, Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

4. Exhibit A, Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

LEON COUNTY

By: _____
Authorized Signature

Vincent S. Long, County Administrator
Print Name and Title

Date: _____

Approved as to Legal Sufficiency:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

_____
Kyle L. Kemper, Sr. Assistant County Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Jackie Noval, DEP Grant Manager

_____
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

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STANDARD GRANT AGREEMENT

This Agreement (the "Standard Grant Agreement") is made and entered into this 1st day of July, 2022, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Grantee") and the State of Florida Department of Environmental Protection, (hereinafter referred to as "Department").

RECITALS

WHEREAS, the Grantee and the Department entered into a State of Florida Department of Environmental Protection Standard Grant Agreement, Number LP37113, effective October 30, 2018, for the Advanced Septic Systems Pilot Project (the "Project"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein (the "2018 Standard Grant Agreement"); and,

WHEREAS, prior to the expiration of the 2018 Standard Grant Agreement on June 30, 2022, the parties intended to extend its term with the execution of Amendment No. 1 to Agreement LP37113, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein (the "Proposed Amendment"); and,

WHEREAS, in order to complete the Project as intended, the parties wish to enter into this Standard Grant Agreement under the same terms and conditions as the 2018 Standard Grant Agreement, as modified by the Proposed Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the parties do agree as follows:

Posted on December 2, 2024

DocuSign Envelope ID: 5647F6D6-D865-4D70-A489-7729A02D417D

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into the terms of this Standard Grant Agreement.

2. **Terms and Conditions**. The parties hereby acknowledge and agree that this Standard Grant Agreement shall be governed by the terms and conditions contained in the 2018 Standard Grant Agreement as modified by the terms and conditions of the Proposed Amendment, which terms and conditions are hereby incorporated herein and made a part hereof by this reference.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Standard Grant Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2022.08.04 08:19:27 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date:

Mary-Elizabeth Parker Digitally signed by Mary-Elizabeth Parker Date: 2022.08.03 14:45:24 -04'00' Adobe Acrobat version: 2022.001.20169
Mary Elizabeth Parker, DEP Grant Manager

Zachary Easton Digitally signed by Zachary Easton Date: 2022.08.03 16:30:15 -04'00'
Zachary Easton, DEP QC Reviewer

LEON COUNTY, FLORIDA

By: DocuSigned by: Vincent S. Long
Vincent S. Long, County Administrator

Date: 8/1/2022

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

By: DocuSigned by: Gwendolyn Marshall Knight
178D7F95C3774F4...

DocuSigne

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

By: DocuSigned by:
FF021CB924984F0...
Daniel J. Rigo, Sr. Assistant County Attorney

Posted on December 2, 2024

Exhibit "A"
2018 Standard Grant Agreement

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Advanced Septic Systems Pilot Project** — Agreement Number: **LP37113**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Leon County** — Entity Type: County
   Grantee Address: **301 South Monroe Street, Tallahassee, Florida 32301** — FEID: **59-6000708** (Grantee)

3. Agreement Begin Date: **Upon Execution** — Date of Expiration: **June 30, 2022**

4. Project Number: *(If different from Agreement Number)* — Project Location(s): **Lat/Long (30.327, -84.283)** a
   Project Description: **The grantee will manage the design, installation, and construction of passive nitrogen reduction systems for homes within the BMAP area.**

5. Total Amount of Funding: **$1,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**FY16-17 GAA Line Item 1600**	**$1,500,000.00**
☐ State ☐Federal		
☐ Grantee Match		
	Total Amount of **Funding+** Grantee Match, if **any:**	**$1,500,000.00**

6. Department's Grant Manager
   Name: **Mary-Elizabeth Parker** or successor
   Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-0000**
   Phone: **(850) 245-2818**
   Email: **Mary.e.parker@dep.state.fl.us**

   Grantee's Grant Manager
   Name: **Theresa B. Heiker, P.E.** or successor
   Address: **Stormwater Management Coordinator, 2280 Miccosukee Road, Tallahassee, Florida 32308**
   Phone: **(850) 606-1526**
   Email: **HeikerT@LeonCountyFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☐ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a)(l):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ *NIA*

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

Leon County — **GRANTEE**

Grantee Name

By: Vincent S. Long — 6.24.18
(Authorized Signature) — Date Signed

Vincent S. Long, County Administrator

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By: J J — 6/30/18
Secretary or Designee — Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Leon County, Florida
By:

ATTEST:
Gwendolyn Marshall
Clerk & Comptroller
Leon County, Florida
By: Clerk

DWRA Additional Signatures

Mary-Elizabeth Parker, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

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

ATTACHMENT 1

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

2. Grant Administration.

a. Order of Precedence. **If** there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. **If** the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. **If** a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: **(1)** an increase or decrease in the Agreement funding amount; **(2)** a change in Grantee's match requirements; **(3)** a change in the expiration date of the Agreement; and/or **(4)** changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; **(2)** the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

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

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. **If** Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. **If** Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten **(10)** days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. **If** the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

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

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

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

b. Overhead/Indirect/General and Administrative Costs. **If** Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. **If** Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. **If** Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. **If** the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. **If** miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. **If** land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. **If** Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. **If** the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving **30** days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty **(30)** days of the effective date of termination. The Department shall not pay any invoices received after thirty **(30)** days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. **If,** after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. **If** the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. **If** Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. **If** Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. **If** this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

   ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

   iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP37113

ATTACHMENT2

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

1. Scope of Work.
The Project funded under this Agreement is Advanced Systems Pilot Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July I, 2016 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

Reimbursement	Match	Category
☐	D	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, *N*/A.
☐	☐	b. Indirect Costs, *N*/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. **Travel.**
Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

7. **Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

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

9. Insurance Requirements

.Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

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

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

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

13. State-owned Land.

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

14. Office of Policy and Budget Reporting.

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

15. Additional Terms.

None

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ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Advanced Septic Systems Pilot Project

PROJECT LOCATION: The Project will be located in a Leon County (Grantee) neighborhood within the Wakulla BMAP Priority Focus Area 1. Specific project site locations will be determined by the County with concurrence by the Northwest Florida Water Management District (District), the Florida Department of Environmental Protection (Department) and the Florida Department of Health (FDOH). Coordinates for the approximate center of the project area are 30.327, -84.283. See attached Figure 1 for a location map.

PROJECT BACKGROUND: In October 2015, the Upper Wakulla River (UWR) Basin Management Plan (BMAP) was adopted to identify high priority areas and strategies to reduce nitrate levels in Wakulla Springs. The BMAP identified onsite sewage treatment and disposal systems (OSTDS), as one of the largest nitrogen sources in the BMAP-area of Wakulla Springs and the UWR. The OSTDS-initiative is part of the management strategies that the BMAP identifies to address nitrate loading. "The objective of the OSTDS-initiative is to identify effective, financially feasible strategies to reduce existing loading and prevent future nutrient loading from OSTDS sources." (p.27 of the BMAP). This project may be a demonstration of the effectiveness and financial feasibility of this strategy of selected nitrogen reduction technologies by OSTDS.

PROJECT DESCRIPTION: The project will begin with the identification of passive OSTDS with enhanced nitrogen removal capability. These passive systems will be evaluated and selected for installation on this project by the technical review team, assembled by the County, to include staff from the Department, the District, Leon County, and FDOH. The exact location and number of units, within the Wakulla BMAP Priority, is to be determined.

TASKS and DELIVERABLES: All deliverables should be submitted electronically unless otherwise indicated.

Task 1: Pre-Design Study

Deliverables: The Grantee will assemble and coordinate the technical review team to perform a pre-design study to detail the scope of the project in the analysis area, outline design options, and identify tasks required to complete the project.

Documentation: The Grantee will submit the final pre-design report.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package and publish notice and solicit bids, conduct pre-bid meetings, and respond to bid questions, in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete the permitting, installation and construction of the passive nitrogen reduction systems. Bidding and contractor selection must be approved by the Department prior to submitting any invoices for any subcontractor work associated with the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid, 2) access to all inquiries, questions, and comments regarding the bid documents, if applicable, 3) the bid package. 4) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractors, and design professionals, and overall project coordination and supervision.

Documentation: With each payment request the Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will manage the construction and installation of the passive nitrogen reduction systems in accordance with the construction contract documents.

Documentation: The Grantee will submit with each payment request a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Cateeory	Budget Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	$25,000	07/01/2017	12/31/2021
2	Bidding and Contractor Selection	Contractual Services	$5,000	01/01/2019	12/31/2021
3	Project Management	Contractual Services	$200,000	07/01/2017	12/31/2021
4	Construction	Contractual Services	$1,270,000	05/01/2019	12/31/2021
		Total:	$1,500,000		

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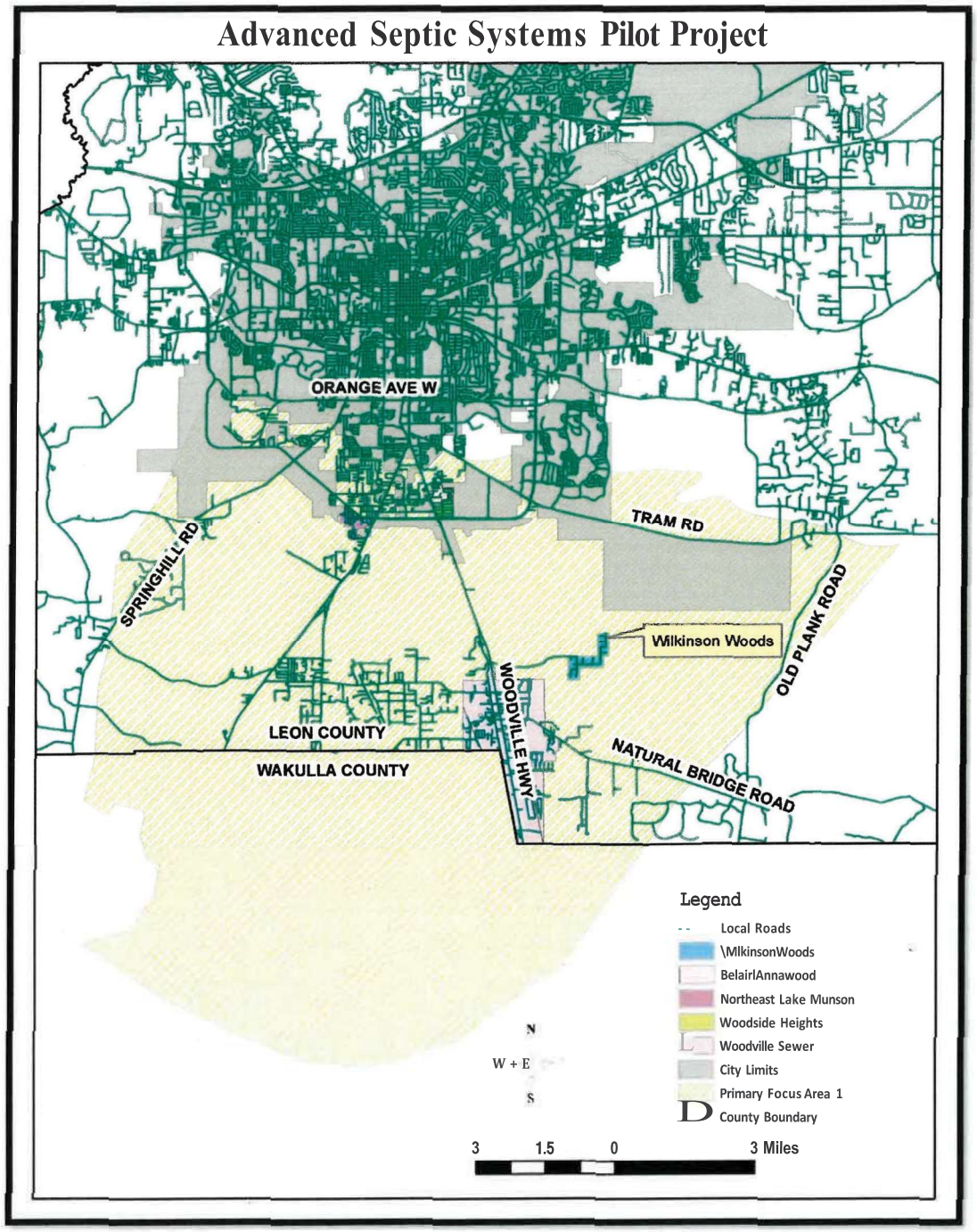
Figure 1


Advanced Septic Systems Pilot Project
ORANGE AVE W
TRAM RD
SPRINGHILL RD
OLD PLANK ROAD
Wilkinson Woods
WOODVILLE HWY
LEON COUNTY
WAKULLA COUNTY
NATURAL BRIDGE ROAD
Legend
Local Roads
\MlkinsonWoods
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Northeast Lake Munson
Woodside Heights
Woodville Sewer
City Limits
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Figure Z

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Posted on December 2, 2024

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. **If** the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., H Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." **If** Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. **If** the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 0MB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 0MB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provi ions of 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 In state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215 .97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in 0MB Circular A-133, as revised, and 2 CFR §200.S0l(a) (the number of copies required by Sections .320 (d)(l) and (2), 0MB Circular A-133, as revised, and 2 CFR §200.S0l(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 0MB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), 0MB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT-I

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Followine::					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Sub ject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, Line Item 1600	2016-2017	37.052	Florida Springs Grant Program	$1,500,000	087870

Total Award	$1,500,000

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Posted on December 2, 2024

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP A2reement No.:	**LP37113**
Grantee Name:	Leon County
Grantee Address:	2280 Miccosukee Road, Tallahassee, Florida 32308
Grantee's Grant Mana2er:	Theresa B. Heiker, P.E.
Reportin2 Period:	
Project Number and Title:	LP0 1102 - Advanced Systems Pilot Project

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:
A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task 1: Pre-Design Study:
Progress for this reporting period:

Identify any delays or problems encountered:

Task 2: Bidding & Contractor Selection:
Progress for this reporting period:

Identify any delays or problems encountered:

Task 3: Project Management:
Progress for this reporting period:

Identify any delays or problems encountered:

Task 4: Construction:
Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements ofDEP Agreement No. LP37113 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBITC
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. L P37113 Payment Request No. _____ Request Date: _____

Grantee: *(Name & Mailing Address)*
Leon County Board of County Commissioners
2280 Miccosukee Road
Tallahassee, Florida 32308

Grantee's Grant Manager: Theresa B. Heiker, P.E.

Task No(s). _____ Task Amount(s) Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1: Pre-Design Study	$ -	$ -	$ -	$ -	$ -
Task 2: Bidding & Contractor Selection	$ -	$ -	$ -	$ -	$ -
Task 3: Project Management	$ -	$ -	$ -	$ -	$ -
Task 4: Construction	$ -	$ -	$ -	$ -	$ -
Task 5:	$ -	$ -	$ -	$ -	$ -
Task 6:	$ -	$ -	$ -	$ -	$ -
Task 7:	$ -	$ -	$ -	$ -	$ -
Task 8:	$ -	$ -	$ -	$ -	$ -
Task 9:	$ -	$ -	$ -	$ -	$ -
TOTAL AMOUNT	$	$	$	$	$
TOTAL BUDGET (ALL TASKS)	$			$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	$			$	
TOTAL REMAINING (ALL TASKS)	$			$	

GRANTEE CERTIFICATION

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

Grantee s Certification of Payment Request

I, ---------- . on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____ , do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

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

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

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

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

Engineer's Certification of Payment Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the project
(name of Grantee)

described in the Agreement and do hereby certify that for DEP Agreement No._____ and Payment Request No. _____:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

_____
Signature of Professional Engineer

_____
Firm or Affiliation

_____ _____
(Date) (P.E. Number)

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
PAYMENT REQEUST NUMBER: Number of payment request
REQUEST DATE: Date reqeust is submitted
GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
TASK NO.: This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK AMOUNT REQUESTED: This should match the amount on the *"TOTAL TASK BUDGET AMOUNT"* line for the *"AMOUNT OF THIS REQUEST"* column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the *"TOTAL AMOUNT"* line. Enter the amount of all Tasks on the *"TOTAL BUDGET (ALL TASKS)"* line. Enter the total cumulative amount of this request **and** all previous payments on the *"LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"* line. Deduct the *"LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"* from the *"TOTAL BUDGET (ALL TASKS)"* for the amount to enter on the *"TOTAL REMAINING (ALL TASKS)"* line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current reqeusted amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed tlie approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the *"TOTAL PAYMENT REQUEST"* line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the *"TOTAL AMOUNT"* line for this column. Enter the match budget amount on the *"TOTAL BUDGET (ALL TASKS)"* line for this column. Enter the total cumulative amount of this and any previous match claimed on the *"LESS TOTAL CUMULATIVE PAYMENTS OF"* line for this column. Deduct the *"LESS TOTAL CUMULATIVE PAYMENTS OF"* from the *"TOTAL BUDGET (ALL TASKS)"* for the amount to enter on the *"TOTAL REMAINING (ALL TASKS)"* line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled *"TOTAL PAYMENT REQUEST."* The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

ENGINEER'S CERTIFICATIONj Must be signed by Professional Engineer when Construction is being reqeusted for reimbursement.

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

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT - PART II

REIMBURSEMENT DETAIL

Grantee Name:	Leon County				Payment Request No.:			
DEP Agreement No.:	LP37113							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number(4)	Budget Category
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
Totals:				$ -	$ -			

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee, that is not being requested for reimbursement by this grant

3 **Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount (1).

4 **Task/Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to Water and Springs Restoration Program. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

Be sure the E-mail payment request includes the following:
Cc: Department's Grant Manager
Subject: Project Number_Disbursement Number: example- LP14025_Dish 1
Attachments:
1) Exhibit C Payment Request Summary
2) Request for Payment Part II Reimbursement Detail
3) Copies of invoices
4) Proof of payment (copies of canceled checks, front and back or EFT verification)
5) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Mary-Elizabeth Parker (850) 245-2818
Mary.E.Parker@dep.state.fl.us

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

caries Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Memorandum

TO: Noah Valenstein, Secretary
THROUGH: Drew Bartlett, Deputy Secretary
FROM: Trina Vielhauer, Director -")v"'"'
SUBJECT: Request for Delegation for Springs Projects
DATE: December 15, 2017

ISSUE: The Division of Water Restoration Assistance (Division) is requesting delegation of signature authority for all springs program projects.

BACKGROUND: The Division implements springs project appropriations through grant agreements with water management districts or local governments.

ASK: The Division requests delegation of final signature authority for the grants, agreements and amendments that are at the Secretary or Deputy Secretary signature level for of all springs program projects.

I hereby delegate final signature authority to the Division Director.

Noah Valenstein, Secretary

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-cantera
Lt. Governor

Noah Valenstein
Secretary

April 2, 2018

Mr. Brett Cyphers
Executive Director
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

Re: LP01102- Northwest Florida Water Management District (NWFWMD)
Advanced Septic Systems Pilot Project

Dear Mr. Cyphers:

The Department reviewed the District's request to transfer the project management of agreement LP01102 from the District to Leon County to improve the efficiency of these processes. In response to the request, the Department approved the cancellation of the active agreement with the District, and will contract directly with Leon County, as requested.

Per Section 8 B. of the Grant Agreement, the Department may terminate the Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. Please consider this letter the required notice: Thirty days (30) from the date of this letter, agreement LP0I 102 will be tenninated, per the District's request.

After this Agreement is tenninated, the grant funds wiU be awarded to Leon County for this project.

Please call Sandy Waters at (850) 245-2815, if you have any questions.

Sincerely,

Trina Vielhauer, Director
Division of Water Restoration Assistance

TV/mep

cc: John Crowe - NWFWMD
Sandy Waters - FDEP
Cheryl Minskey- FDEP

AMENDMENT NO. 1
TO AGREEMENT NO. LP37113
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
LEON COUNTY

This Amendment to Agreement No. LP37113 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Leon County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Advanced Septic Systems Pilot Project (Project), effective October 30, 2018; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the Project; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to more time being needed to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	**Grantee's Grant Manager**
Name: Mary-Elizabeth Parker	Name: Anna Padilla, P.E.
Address: Florida Dept of Environmental Protection	Address: Leon County Public Works
3900 Commonwealth Boulevard	2280 Miccosukee Road
Tallahassee, Florida 32399-0000	Tallahassee, Florida 32308-0000
Phone: (850) 245-2818	Phone: (850) 606-1539
Email: Mary.E.Parker@FloridaDEP.gov	Email: PadillaA@LeonCountyFL.gov

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

5. Exhibit C, Payment Request Summary Form, is hereby deleted in its entirety and replaced with Exhibit C-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit C, shall hereinafter refer to Exhibit C-1.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

LEON COUNTY

By: _____
Authorized Signature

Vincent S. Long, County Administrator
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Mary-Elizabeth Parker, DEP Grant Manager

_____
Zachary Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form
Exhibit	C-1	Payment Request Summary Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Advanced Septic System Pilot Project

PROJECT LOCATION: The Project will be located in the Cities of Tallahassee and Woodville within Leon County; Lat/Long (30.327, -84.283). See Figure 1 for a location map.

PROJECT BACKGROUND: Leon County utilized the Upper Wakulla River (UWR) Basin Management Action Plan (BMAP) to identify high priority areas and strategies to reduce nitrate levels in Wakulla Springs. Onsite sewage treatment and disposal systems (OSTDS) are one of the largest nitrogen sources in the Wakulla Springs and the UWR, as indicated in the BMAP. The OSTDS-initiative is part of the management strategies, the BMAP identified, to address nitrate loading. The OSTDS-initiative assisted in the identification of effective, financially feasible strategies to reduce existing loading and prevent future nutrient loading from OSTDS sources. This project may be an important demonstration of the effectiveness and financial feasibility of selected nitrogen reduction technologies.

These funds were awarded to Leon County (Grantee); the Northwest Florida Water Management District and the Florida Department of Health will work in conjunction with the Grantee on this project.

PROJECT DESCRIPTION: The Grantee will create a comprehensive technical review team to identify and evaluate passive OSTDS with enhanced nitrogen. Although the exact location and number of units within the BMAP is to be determined, approximately 75 of those identified will be selected for approved measures, which will be an upgraded to In-ground Nitrogen-reducing Biofilter Media Layer Systems (INRB).

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

This project grant is part of a multi-year springs improvement plan, which may be amended, and was selected based on local contributions pledged toward specified approved projects for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year to include an anticipated date that additional funding will be needed for the projects listed in Attachment 3-1, Figure 2, ***"Multi-year Springs Funding Plan: Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan."*** Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the ***"Multi-year Springs Funding Plan: Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan".*** Under this Agreement, **"Leon County"** projects identified in Figure 2 will have priority consideration as funds become available and these projects do not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will assemble a team to complete the design and detail the scope of the project to be completed in the BMAP PFA-1 and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the INRB systems.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct and install INRB passive nitrogen reduction systems in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final designs; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$25,000	07/01/2017	06/30/2024
2	Bidding and Contractor Selection	Contractual Services	$5,000	07/01/2017	06/30/2024
3	Project Management	Contractual Services	$725,000	07/01/2017	06/30/2024
4	Construction	Contractual Services	$745,000	07/01/2017	06/30/2024
		Total:	$1,500,000		

Note that, per Section 8.h. of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Location Map

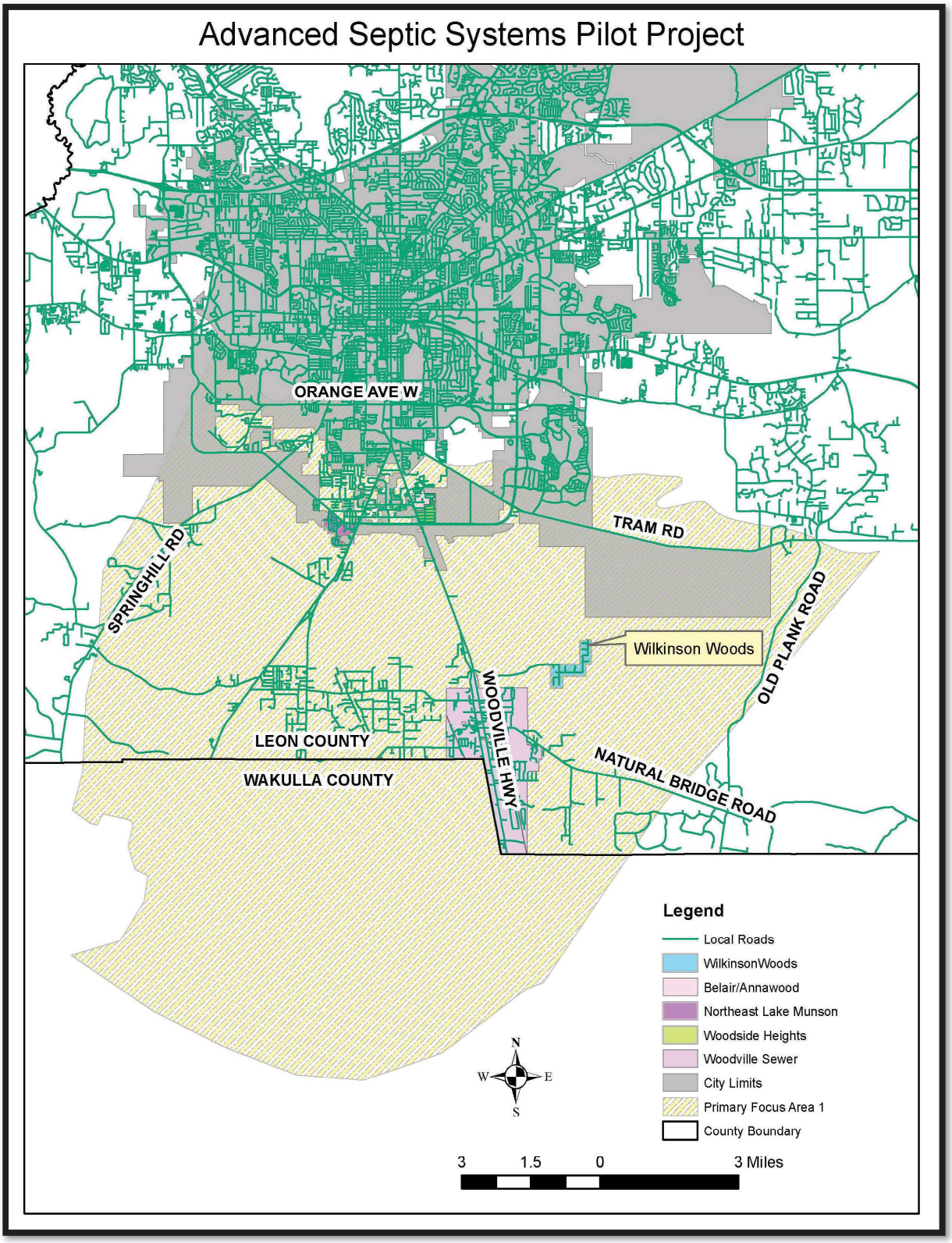

Figure 2: Multi-year Springs Funding Plan

Multi-year Springs Funding Plan (2022)
6th Annual Update to the Multi-year Springs Funding Plan with Leon County
(Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan)

Grant Project Name	Project Number	Project Status:	Original Cost (Estimated)	Org.	COST by GRANT YEAR											Septic Systems Upgrade/Removal Funcing TOTALS:			
					Pre-SFY17	SFY2016-2017	SFY2017-2018	SFY2018-2019	SFY2019-2020	SFY2020-2021	SFY2021-2022	SFY2022-2023	SFY2023-2024	SFY2024-2025	SFY2025-2026	TOTALS (By Springs FY)	TOTALS (By Phases)	TOTALS (By Contributor)	TOTALS (By Agreement No.)
Leon County Septi: to Sewer Project, FY 14-15	LP37110	Completed	$75,000.00	STATE	$75,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
				MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
Lake Munson Target Area WW Improvements, Springs FY 14-15	LP37112	Completed	$1,000,000.00	STATE	$341,729.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$341,729.89	$841,729.89	$2,640,578.67	$5,440,578.67
				MATCH	$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00			
Woodside Heights Sewer Connection, Springs FY 15-16			$4,600,000.00	STATE	$1,950,000.00	$348,848.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,298,848.78	$4,598,848.78	$2,800,000.00	
				MATCH	$1,950,000.00	$350,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,300,000.00			
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP37113	Active/Executed	$750,000.00	STATE	$0.00	$1,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00
				MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP0110E	Active/Executed	$9,200,000.00	STATE	$0.00	$4,600,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,600,000.00	$9,200,000.00	$4,600,000.00	$9,200,000.00
				MATCH	$0.00	$4,600,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,600,000.00		$4,600,000.00	
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	Active/Executed	$3,500,000.00	STATE	$0.00	$0.00	$1,750,000.00	$444,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,194,000.00	$3,944,000.00	$2,194,000.00	$3,944,000.00
				MATCH	$0.00	$0.00	$1,750,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,750,000.00		$1,750,000.00	
Woodville Sewer System Project, All Phases, Springs FY 16-17	LP37114	Active/Executed	$3,000,000.00	STATE	$0.00	$1,500,000.00	$0.00	$0.00	$3,750,000.00	$0.00	$3,500,000.00	$6,200,000.00	$5,775,000.00	$0.00	$0.00	$18,725,000.00	$37,450,000.00	$18,725,000.00	$37,450,000.00
				MATCH	$0.00	$1,500,000.00	$0.00	$0.00	$3,750,000.00	$0.00	$3,500,000.00	$6,200,000.00	$5,775,000.00	$0.00	$0.00	$18,725,000.00		$18,725,000.00	
Leon County Septi: Upgrade Incentive Program, (Septic System Upgrades) Springs FY 20-21	LPF3701	Drafted (Awaiting County Signature)	$1,000,000.00	STATE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,111,111.11	$0.00	$0.00	$0.00	$0.00	$1,111,111.11	$2,222,222.22	$1,111,111.11	$2,222,222.22
				MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,111,111.11	$0.00	$0.00	$0.00	$0.00	$1,111,111.11		$1,111,111.11	
Comprehensive Wastewater Treatment Facilities, (WWT Feasibility Analysis) FY 21-22	LP37115	Active/Executed	$1,000,000.00	STATE	$0.00	$0.00	$250,000.00	$250,000.00	$0.00	$0.00	$0.00	$500,000.00	$500,000.00	$500,000.00	$0.00	$2,000,000.00	$4,000,000.00	$2,000,000.00	$4,000,000.00
				MATCH	$0.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	$500,000.00	$500,000.00	$500,000.00	$0.00	$2,000,000.00		$2,000,000.00	
		TOTAL (Original Cost Estimated):	$24,125,000.00	ALL	$4,816,729.89	$14,398,848.78	$3,750,000.00	$694,000.00	$8,000,000.00	$0.00	$9,222,222.22	$13,400,000.00	$6,550,000.00	$1,000,000.00	$0.00	$61,831,800.89	$63,831,800.89	$63,831,800.89	
				STATE	$2,366,729.89	$7,948,848.78	$2,000,000.00	$694,000.00	$3,750,000.00	$0.00	$4,611,111.11	$6,700,000.00	$4,275,000.00	$500,000.00	$0.00	$32,845,689.78			$63,831,800.89
				MATCH	$2,450,000.00	$6,450,000.00	$1,750,000.00	$0.00	$4,250,000.00	$0.00	$4,611,111.11	$6,700,000.00	$4,275,000.00	$500,000.00	$0.00	$30,986,111.11	$30,486,111.11		

NOTES:

1. Grantee reports annually on septic tanks addressed per project.
2. MATCH refers to Local Contributons, as referenced in the work plan. County meets required 50% for project/phases
3. **BOLD FONT** indicates **executed** agreements and/or **TOTALS**.
4. **BLUE FONT** indicates anticipated, but not yet **executed** agreements/figures.
5. In 2021, LP01108 received $444,000.00 from LP01103 (NWFWMD agreement)
6. LP0110E: County requested FY19-20 septic system upgrade funding moved to LP0110E during 2020 MYP review.
7. LPF3701 for $1,111,111.11 was drafted and is with Leon Co. for signature before DEP execution.
8. LP37114 (All Phases):
   - Leon County breaks LP37114 into Phases internally. Not broken into Phases in DEP agreement.
   - Phase 1A in Springs FY16-17 & FY19-20 ; Phase 1B in Springs FY21-22 (LP37114)
   - Phase 1C-1 in FY22-23 ; Phase 1C-2 in FY23-24 (LP37114)
9. List of Terminations/Continuations included in the Multi-Year Plan:
   - LP37112 is a continuation of a portion of the budget for S0807 (Pre-2017 NWFWMD multi-year plan)
   - LP37113 is a continuation of the budget for LP01102 (Pre-2017 NWFWMD multi-year plan)
   - LP37114 is a continuation of LP01104 (from the Pre-2017 NWFWMD multi-year plan

Rev.: 06.2022

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Posted on December 2, 2024

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

DEP Agreement No.:	LP37113
Project Title:	Advanced Septic Systems Pilot Project
Grantee Name:	Leon County
Grantee's Grant Manager:	Anna Padilla, P.E., C.F.M.
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Preconstruction Activities

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Bidding and Contractor Selection

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Project Management

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Construction

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

Local Contributions:
For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

- **Summary of local contributions**:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager **(*Original Ink or Digital Timestamp*)**	Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C-1
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Leon County
Board of County Commissioners

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Agreement for Stormwater Monitoring with the Northwest Florida Water Management District

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff / Project Team:	Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

This item seeks Board approval of an Agreement for Stormwater Monitoring with the Northwest Florida Water Management District to continue the collection of water levels and rainfall data throughout Leon County.

Fiscal Impact:

This item has a fiscal impact. The total cost for the three-year agreement is a not to exceed amount of $169,000. Funding for this agreement is included in the Public Works Engineering Services operating budget.

Staff Recommendation:

Option #1: Approve the Agreement for Stormwater Monitoring with the Northwest Florida Water Management District (Attachment #1), 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 approval of an Agreement for Stormwater Monitoring with the Northwest Florida Water Management District (District) (Attachment #1). With this Agreement, the District will continue the collection of water level and rainfall data at gauges located throughout the County. The data collected will continue to allow real-time monitoring of water levels in waterbodies around the County and will aid in updating flooding elevation data as growth and development occurs.

This Agreement advances the following FY 2022 – FY 2026 Strategic Initiative:

- *Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2022-16)*

This particular Strategic Initiative 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's commitment to hydrologic data collection, and the partnership with the District to facilitate the monitoring program, has spanned several decades. In 1986, the District initiated surface water quantity data collection as part of the Stormwater Master Plan for the urban basins for the City of Tallahassee (City) and the County. The work continued and, in 1989, was memorialized under a tri-party agreement for water quantity and dry weather data collection that was executed in a contract in 1992. Thereafter, on October 28, 1997, the Board approved a new contract which included an additional provision for supplementary monitoring efforts (e.g., additional gauges) as needed for a specified cost. The District updated the contract in 2006 to incorporate specific monitoring activities performed independently for the City and County (e.g., additional monitoring requested by either the City or County).

The joint agreements between the District, the City, and the County continued and were renewed on an annual basis until 2021 when the District revised the agreement structure to simplify the contract and improve execution efficiency. At the June 14, 2022 meeting, the Board approved a new contract between the District and the County, with a separate contract to be entered between the District and the City. The services provided by the District to the County have not changed under the new contract structure.

The total cost for the new three-year agreement is a not to exceed amount of $169,000. Funding for this agreement is included in the annual Public Works Engineering Services operating budget.

Analysis:

Through the Agreement for Stormwater Monitoring, District staff will continue to install, maintain, and operate the gauging equipment to measure rainfall and water levels throughout the County. Near real-time data is available through a Web Portal (https://nwfwmd.aquaticinformatics.net/), which provides valuable information on precipitation amounts around the County as well as water levels in various waterbodies. The information collected is summarized by the District and provided to the County in an annual report which can be used to track and update flood elevation data through time as growth and development occurs.

The Stormwater Flow Monitoring Program includes operation and maintenance of 22 surface water and rainfall data collection stations in the County. The annual contract amount for the three years: $53,487 in FY 2025, $56,303 in FY 2026, and $59,210 in FY 2027, for a total of $169,000 over the three-year period of the agreement. This covers the station operation, maintenance, and equipment. The continuation of this monitoring program is subject to written approval by both parties and appropriation of funding for the program by the County in its annual fiscal year budget. The contract amount may be re-negotiated on an annual basis upon three (3) months written notice by the District to the County, but any change to the contract amount shall only be effective upon written approval by both parties.

Should the County's monitoring equipment need repair or replacement, the County is responsible for all associated repair and replacement costs. Additional funding would be provided by the County and incorporated into an amended Agreement to be executed by the County Administrator, subject to legal review by the County Attorney. Funding for the Program is included in the Engineering Services operating budget.

Options:

1. Approve the Agreement for Stormwater Monitoring with the Northwest Florida Water Management District (Attachment #1), and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.
2. Do not approve the Agreement for Stormwater Monitoring with the Northwest Florida Water Management District.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Agreement for Stormwater Monitoring Contract between Northwest Florida Water Management District and Leon County.

AGREEMENT FOR STORMWATER MONITORING
Between
Northwest Florida Water Management District
And
Leon County
CONTRACT NO. 25-014

THIS CONTRACT is entered into between LEON COUNTY, FLORIDA, a charter county and political subdivision created and existing under the laws of the State of Florida, hereinafter called the "COUNTY" and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida water management district operating under the authority of Chapter 373, Florida Statutes, hereinafter called the "DISTRICT".

WITNESSETH:

That for the consideration and under the provisions hereafter stated and referred to moving from each to the other of the said parties, respectively, it is mutually understood and agreed as follows:

1. That the DISTRICT, having personnel knowledgeable in the area of hydrologic data collection and being located and operating near Tallahassee, Florida, has submitted, at the request of the COUNTY, a proposal to provide services for the operation and maintenance of monitoring stations in Tallahassee, Florida. The services provided by the DISTRICT are described in the attached Scope of Work (EXHIBIT A) attached hereto and made a part hereof by reference.

2. That the COUNTY has awarded this CONTRACT to accomplish the services in accordance with EXHIBIT A to the DISTRICT, which will, at its own cost and expense, perform the work described in EXHIBIT A and furnish the materials required to accomplish the work specified in this document. Ownership of all hydrologic monitoring equipment purchased for this CONTRACT is outlined in the attached Scope of Work (EXHIBIT A).

3. This CONTRACT is effective October 1, 2024, and shall remain in effect until November 15, 2027, by which date all requirements shall be completed.

4. This CONTRACT may be terminated in whole or in part in writing by either party for its convenience, provided that either party is given: (1) not less than thirty (30) calendar days written notice (delivered by Certified Mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation between the COUNTY and DISTRICT prior to termination.

5. In the event the COUNTY terminates this CONTRACT, the DISTRICT shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement of materials or services made by the DISTRICT as of the date of termination.

6. The DISTRICT shall submit invoices to the COUNTY on a semi-annual basis for up to fifty (50) percent of the Contract Amount identified in Paragraph 8 of this CONTRACT. Invoices shall be paid by the COUNTY within thirty calendar days.

7. The DISTRICT shall be compensated up to $53,487 for fiscal year 2024-2025, up to $56,303 for fiscal year 2025-2026, and up to $59,210 for fiscal year 2026-2027 for this CONTRACT, for station operation,

maintenance, and equipment under the terms of this CONTRACT. The maximum compensation to the DISTRICT under this CONTRACT shall be $169,000 (the "Contract Amount"). The continuation of this monitoring program in subsequent years is subject to written approval by both parties and appropriation of funding for the program by the COUNTY in its annual fiscal year budget. The Contract Amount may be re-negotiated on an annual basis upon three (3) months written notice by the DISTRICT to the COUNTY, but any change to the Contract Amount shall only be effective upon written approval by both parties.

8. The COUNTY and DISTRICT agree that any changes to this CONTRACT must be preceded by written approval.

   A. A Change Order to this CONTRACT is required for changes in Scope of Work (as defined in EXHIBIT A) that do not involve changes to the Contract Amount. Changes in Scope of Work include, but are not limited to, alteration of the telemetry system, coordination with a third party, or collection of additional field observations. All Change Orders must be in writing and must be signed by both parties in order to be effective.

   B. A formal amendment to this CONTRACT is required for changes which cause an increase or decrease in the Contract Amount. Changes to the Contract Amount and all amendments must be in writing and signed by both parties in order to be effective.

9. The COUNTY and DISTRICT agree to comply with s. 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

10. The DISTRICT agrees to maintain hydrologic monitoring equipment for the COUNTY at monitoring stations as outlined in the Scope of Work (EXHIBIT A) for the duration of this CONTRACT.

11. The COUNTY shall have the option to request in writing that the DISTRICT provide additional monitoring services, subject to written agreement thereto by the DISTRICT. Compensation for additional monitoring services shall be invoiced on a prorated basis to the COUNTY in accordance with the fee schedule described in the written agreement.

12. The COUNTY shall have access to any books, documents, papers, and records of the DISTRICT directly pertinent to this CONTRACT for the purpose of making audits, examinations, excerpts, and transcriptions. The DISTRICT shall maintain required records including hydrologic data and other records pertinent to this CONTRACT for three years after the COUNTY makes final payment and all other pending matters are closed. The DISTRICT shall provide all hydrologic data collected under this CONTRACT to the COUNTY, in digital format acceptable to the COUNTY, prior to permanent archiving of the information.

13. It is expressly understood and agreed that this CONTRACT states the entire agreement of the parties, and that the parties are not bound by any stipulations, representations, or promises not included in this CONTRACT.

14. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals l. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered

when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

15. The District and Leon County Project Managers for this Agreement are identified below:

COUNTY	DISTRICT
Leon County Public Works Department	Northwest Florida Water Management District
Attn: Anna Padilla, Contract Manager	Attn: Steve Costa, Contract Manager
(or her successor)	(or his successor)
2280 Miccosukee Road	81 Water Management Drive
Tallahassee, Florida 32308	Havana, FL 32333
Email: PadillaA@leoncountyfl.gov	Email: Steve.Costa@nwfwater.com

The foregoing addresses and Contract Managers of the COUNTY and DISTRICT may be changed at any time and from time to time by notice to the other in the manner stated above.

16. The DISTRICT shall be an independent contractor with respect to all work performed hereunder and neither the DISTRICT nor those employed by the DISTRICT to perform such work shall be deemed the agents, representatives, employees, or servants of the COUNTY in the performance of such work or any part thereof. The DISTRICT assumes full responsibility for supervising and directing its own employees.

17. The DISTRICT shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the COUNTY. Any subcontractors who may be employed by the DISTRICT and approved by the COUNTY must also adhere to all provisions of this Agreement.

18. During the term of this CONTRACT, the DISTRICT's Drug-Free Workplace Plan, approved by the State Division of Workers Compensation and adhering to the requirements of section 440.102, Florida Statutes, shall continue to be enforced for DISTRICT employees.

19. Precaution shall be exercised at all times by the DISTRICT for the protection of all persons, including employees, and property. The DISTRICT shall be expected to comply with all applicable laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action to notify the COUNTY where hazardous site conditions occur. The COUNTY shall be responsible for providing safe access to monitoring sites and will be responsible for mowing, ditch maintenance and similar activities to ensure safe access. The DISTRICT will not conduct monitoring at any site where conditions are determined be unsafe for personnel or equipment. The DISTRICT will not conduct monitoring during tropical storm or hurricane events, as defined by the presence of storm warnings or storm watches. The COUNTY or DISTRICT may order work to be stopped if conditions exist that present immediate danger to persons or property. The DISTRICT acknowledges that such a stoppage will not shift responsibility for any damage from the DISTRICT to the COUNTY.

20. The DISTRICT shall procure and maintain insurance as follows: General Liability, with limits no less than $1,000,000 per occurrence; $1,000,000 per occurrence for personal injury; and $1,000,000 for property damage; Automobile Liability, with combined single limit of not less than $1,000,000; Workers Compensation and Employers Liability, with limits not less than $1,000,000 for each accident for Bodily Injury by Accident, $1,000,000 policy limit and $1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance shall be furnished to the COUNTY prior to beginning operations, and all

such insurance policies shall provide for thirty (30) days' notice to the COUNTY of cancellation or any material change in the terms of the insurance policies.

21. During the performance of this CONTRACT, the DISTRICT agrees to comply with the requirements of Executive Order 11246, Equal Employment Opportunity, and all amendments thereto relating to Equal Employment Opportunity. The DISTRICT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, status as a parent, sexual orientation, or gender identity.

22. Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine, and travel restrictions.

23. This CONTRACT is governed by the laws of the State of Florida.

24. Vendor Lists (Public Entity Crime/Discriminatory/Antitrust Violator) and Non-Profit Organization

    A. 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to s. 287.134, F.S. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

    C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity, pursuant to s. 287.137, F.S. Questions regarding the antitrust violator vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

25. Other Statutory Provisions

A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is $100,000 or more, the District shall disclose any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contract, the District must also provide a copy of such disclosure to the Department of Financial Services.

B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

C. Anti-human Trafficking. The District can provide, if requested, an affidavit signed by an officer or a representative under penalty of perjury attesting that the District does not use coercion for labor or services as defined in section 787.06, F.S.

D. Iron and Steel for Public Works Projects. If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:

i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the District's minimal use of foreign steel and iron materials if:

i. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

ii. the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (except transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this CONTRACT in triplicate the day and year indicated below.

LEON COUNTY

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

Date:

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H O'Steen, County Attorney

By: _____

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

By:_____

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Approved by the District on the _____ day of _____, 2024.

By: _____
Lyle Seigler
Executive Director

EXHIBIT A

SCOPE OF WORK

Leon County Stormwater Monitoring

The Hydrologic Stormwater Monitoring Program by the DISTRICT includes twenty-two (22) stage and rainfall data collection and monitoring locations in Leon County, Florida as set forth below. The cost and scope of work for operation and maintenance of this program are outlined below.

This monitoring program is intended to collect stage and rainfall data at select COUNTY stormwater monitoring locations. The data collected will provide continuous records of precipitation and surface water stage and provide the data needed for evaluating stormwater conditions to improve management of stormwater and develop future stormwater projects.

Scope of Work

1. Four (4) stage/rainfall data collection stations, seven (7) stage data collection stations and eleven (11) rainfall data collection stations will be maintained at the locations listed below (Table 1). Twenty (20) of these stations will include continuous data collection with cellular telemetry. Fifteen (15) stations will include tipping bucket rain gauges. The DISTRICT will maintain two (2) additional tipping buckets (rainfall gauges) to allow for laboratory calibrations and rotation of field equipment on an annual basis. The DISTRICT will also retain one (1) data logger with a cellular modem at DISTRICT headquarters as back-up inventory.

2. Twenty (20) telemetered stage/rainfall, stage or rainfall sites will be maintained by the DISTRICT for the purpose of providing real-time data access to the COUNTY. The DISTRICT shall be responsible for acquiring and maintaining cellular telemetry services (Table 1). The DISTRICT shall provide assistance with set-up and maintenance of antennas, power supply, loggers and modems.

3. The stage stations will be maintained at North American Vertical Datum (NAVD) 1988 elevations.

4. Data collection stations will be serviced by DISTRICT Hydrologic Specialists as required, but at least once per month, to perform maintenance on recording equipment and to retrieve data in a computerized machine-readable format. Replacement of equipment may take several months. Procurement, production and delivery of new equipment or warranty repairs may exceed 30 calendar days. After receipt of replacement equipment and/or replacement parts, repairs shall be completed by the DISTRICT within 10 calendar days.

5. Data will be graphed, verified and stored in the DISTRICT Hydrologic Database available to the COUNTY and the public. A semi-annual summary report will be submitted to the COUNTY and will include stage and rainfall data. The report will be comprised of reviewed data, daily precipitation values, period of record precipitation graphed, and period of record stage graphed. The report will be submitted 45 days following the end of each reporting period.

6. Digital copies of the data will be provided to the COUNTY with each quarterly report. The digital data will be in PC-compatible excel format data files.

7. All hydrologic monitoring equipment purchased by the DISTRICT for this CONTRACT, unless purchased on behalf of the COUNTY for this CONTRACT, shall be the property of the DISTRICT. The DISTRICT will be responsible for all repair costs, repair parts and replacement costs for all DISTRICT monitoring equipment. All hydrologic monitoring equipment purchased by the COUNTY for this CONTRACT or purchased on behalf of the COUNTY for this CONTRACT, as identified in writing prior to such purchase, shall be the property of the COUNTY, including the platforms used to mount the monitoring equipment. The COUNTY will be responsible for all repair costs, repair parts and replacement costs for all COUNTY monitoring equipment. Purchases made on behalf of the COUNTY within the existing CONTRACT budget shall be approved through execution of a work order bearing the dated signatures of the Contract Managers (who are set forth below). Purchases made on behalf of the COUNTY that exceed the CONTRACT budget shall require approval from the or their delegated representative.

8. An inventory statement for COUNTY-owned equipment will be provided at least once annually to include the date the inventory confirmation was performed, equipment manufacturer, model, serial number, current condition, and any inventory ID numbers provided by the COUNTY. Enhanced inventory tracking may be added through amendment to the CONTRACT.

Table 1. Monitoring Station Descriptions

Station Name	NWFID	Map Ref	Station type	Uses Cellular Telemetry
Munson Slough @ Capitol Circle	8434	3	Stage	x
Alford Arm Tributary @ Miccosukee	8459	14	Stage	
Alford Arm Tributary @ Buck Lake	8460	15	Stage	x
Lake Lafayette Outfall	8471	35	Stage	x
Lauder Pond	11328	680	Stage	
Lake Bradford	12082	662	Stage	x
Lake Munson Outfall	12763		Stage	x
Capitol Circle Landfill (Munson Slough)	11284	601	Rainfall	x
Herron Steel	11285	602	Rainfall	x
Restoration Place | Christian Heritage	11288	605	Rainfall	x
Tuck Site- N Centerville	11293	610	Rainfall	x
City Well- Limoges Dr	11296	613	Rainfall	x
Apalachee Regional Park	11299	616	Rainfall	x
Bannerman Rd	11325	654	Rainfall	x
Wakulla Work Center	11369	803	Rainfall	x
Military Trail	11370	804	Rainfall	x
Miccosukee Community Center	12149	753	Rainfall	x
Ft. Braden Rainfall	12728	827	Rainfall	x
Ames Sink	7795	555	Stage+Rainfall	x
Lake Jackson Retention Pond	11289	606	Stage+Rainfall	x
Still Creek	11359	729	Stage+Rainfall	x
Lake Iamonia Outfall	11373	810	Stage+Rainfall	x

Budget

The maximum compensation to the DISTRICT under this CONTRACT shall be $169,000 (the "Contract Amount"). The DISTRICT shall be compensated up to $53,487 for fiscal year 2024-2025, up to $56,303for fiscal year 2025-2026, and up to $59,210 for fiscal year 2026-2027 for this CONTRACT, for station operation, maintenance, and equipment under the terms of this CONTRACT.

The DISTRICT shall submit invoices to the COUNTY on a semi-annual basis based on a cost-incurred basis not to exceed the annual contract amount described above. Invoices shall be paid by the COUNTY within thirty calendar days.

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Leon County
Board of County Commissioners

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Fiscal Year 2025 Insurance Coverages

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Roshaunda Bradley, Director, Office of Management & Budget
Lead Staff / Project Team:	Shelley Cason, Risk Manager

Statement of Issue:

This item seeks Board approval for the placement of necessary insurance coverages for Fiscal Year (FY) 2025.

Fiscal Impact:

This item has a fiscal impact. The overall cost of the recommended insurance premiums (exclusive of health) for FY 2025 will be $2,999,155. This is a $194,247 (6.93%) increase over the 2024 expiring coverage. Adequate funding is included in the FY 2025 budget for these costs.

Staff Recommendation:

Option #1: Approve the FY 2025 insurance coverages and authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation, and General Liability as specified in Renewal Option 1 (Attachment #1):

- Property and Flood Insurance: Zurich American Insurance Company, $1,086,415 with flood insurance; and Wright National Flood Insurance Company, $2,768 for Woodville Community Center and Branch Library, which has a small portion of the parcel within a FEMA mapped flood zone.
- Inland and Marine Insurance: XL Specialty Insurance Company, $115,800.
- General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): The Phoenix Insurance Company, $1,094,405 and Lloyds of London, $10,526.
- Excess Workers' Compensation: Florida Municipal Insurance Trust: $334,653.
- Cyber Security Insurance: Chubb, ACE American Insurance Company.
- As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Aviation, Crime and Drone liability coverages, $184,974.

Report and Discussion

Background:

This item seeks Board approval for FY 2025 insurance coverages (exclusive of health) for Property, General Liability and Excess Workers' Compensation (Attachment #1).

Leon County annually purchases insurance to protect the County's fixed assets (i.e., buildings and equipment) in the event of natural or manmade disasters. The County is dedicated to overall safety of its employees and requires extensive workplace safety training, unfortunately it is inevitable that employees are still sometimes injured while working and require medical treatment. The County is self-insured for workers' compensation claims up to $500,000. To alleviate costs above this threshold, the County purchases excess workers' compensation insurance. Also, given the diverse nature of County operations, other specific insurances are purchased for areas such as aviation, medical malpractice, and pollution.

As detailed in the analysis, the total cost for FY 2025 insurance is $2,99,155, or an increase of $194,247 (6.93%). Annually, based on historic trends and market conditions, the County's insurance costs increased approximately 10-12% per year. For FY 2025, most of the increase is associated with the County's auto/liability insurances. Florida has some of the highest auto insurance rates in the country and is ranked within the top five states for claims. The auto increase continues to be a direct result of several factors including, high traffic density, high percentage of uninsured drivers, natural disasters, and a higher number of claims. Similarly, according to the County's broker, the increase in auto/liability coverage is driven by current market conditions, increased exposure from County growth and historical loss impact from previous years. Most of the remaining County's insurances have increased moderately as projected.

To obtain insurance, an RFP (Request for Proposal) was advertised in February 2021 for Insurance Broker Services, and a new broker services agreement (Agreement) was established with Brown & Brown of Florida, Inc. (Brown & Brown) as of October 1, 2021, in the amount of $24,500 annually. The Agreement established a broker services agreement to place coverage for three years (with two one-year renewal options at the County's sole discretion). The County is currently in the first of the two one-year renewal options of the Agreement.

The County's current insurance coverages expire December 15, 2024. As part of the renewal process, it is acknowledged that the County's existing insurers (Zurich, Travelers, and the Florida Municipal Insurance Trust) should be the minimum standard for any other bids that are considered. Brown & Brown sought quotes using the same deductibles and limits currently maintained by the County.

Prior to 2001, the County obtained its insurance coverages (exclusive of health insurance) through a competitive bid process. The result was that the County purchased each line of insurance independent of the other (i.e., property separate from general liability, separate from automobile etc.) Each purchase had a fee or commission associated with it and therefore the County paid multiple fees or commissions. To avoid multiple commissions, the County procured a broker services agreement in 2016, and more recently in 2021, and under the Agreement, now pays one

service fee to a single broker for obtaining the necessary insurance. The County benefits in using this approach by mitigating costs through the annual competitive procurement of insurances and validating that the current levels of insurance coverage are adequate in the changing insurance market.

Analysis:

The County purchases three main lines of insurance (property, general liability, and excess workers' compensation) and then a series of smaller coverages. Annually, Brown & Brown is required to obtain quotes from the County's current carriers for property and general liability (Zurich and Travelers, respectively) and at least two additional quotes (or proof of effort) for each line of coverage from A.M. Best "A+" XV rated carriers to ensure competitive pricing (Attachment #2).

During the annual budget process, the Office of Management and Budget forecasts anticipated increases in insurance costs. Over the past four years, the cost of most commercial lines of insurance premiums have continued to increase. Insurance premiums are driven by numerous factors, such as: increased frequency and severity of natural catastrophes; and economic inflation and claims histories for the entity requesting insurance. In general, the County's insurance costs have increased consistent with overall market conditions. This year, the current auto/liability insurance market has seen a higher-than-normal increase in premiums, related to a market impacted by several factors in the state of Florida. Adequate funds are available in the FY 2025 Budget to cover this year's insurance premiums increases.

Workers' compensation costs increases are based on the total increase in the amount of the payroll for the insured employees. Although the County's claims have started to trend down, the cost of medical services have steadily increased over the past three years. A discussion of the distinct categories of insurance and changes in premiums follows.

Property Insurance:

With a string of insurance company departures leaving the south, the amount of increased named weather events in the southeast, especially Florida, caused a negative reaction in the property insurance market and resulted in a continuous rise in premiums and other changes in this line of coverage in recent years. This is an important line of coverage and provides insurance for the County's most expensive fixed assets, its buildings. To purchase "TIV" (total insurable value) insurance is extremely difficult, and often comes with reduced coverage on other perils. Having adequate insurance coverage assists the County when applying for FEMA reimbursement for building damages. While FEMA will not reimburse costs paid from insurance claims, FEMA can deny project reimbursements if adequate insurance is not maintained on the County's property.

Brown & Brown contacted multiple insurance providers to provide quotes for property insurance. Exclusive of named storm events which were capped at $50 million, last year's property insurance provided for full replacement coverage insurance which, according to Brown & Brown, is now considered almost non-existent in the property insurance market. Zurich, the County's current property insurance provider, provided an option this year continuing to offer full replacement

coverage, with a $50 million aggregate for named storm events. Additionally, Zurich has offered to include flood insurance up to $10 million with their quote this year.

Last year flood insurance was extremely difficult to purchase, and Zurich would not offer flood insurance with their quote. Additional flood insurance could have been purchased through another carrier, however, due to the limited number of structures located in a floodplain (i.e., boat landing, playgrounds, bathrooms) that are valued within the current $100,000 deductible, Brown & Brown did not recommend purchasing the additional flood insurance last year. However, considering the uptick in severe weather events this year, including the Bicentennial Storm that occurred in April 2024, it was important that this line of coverage was included in 2025 to protect all County structures.

Several other insurance companies provided quotes but would not base the quote on the total insured value of property and had much higher premiums and deductibles. Given the favorable pricing, terms, and conditions offered by Zurich, the County's insurance broker recommends continued property insurance placement with Zurich.

Also, Brown & Brown recommends that the County maintain the one additional flood insurance policy for the Woodville Community Center and Branch Library, which has a small portion of the parcel within a FEMA mapped flood zone. This is a low-cost policy in the amount of $2,768 that was purchased two years ago and there is a slight reduction in the related premium (Attachment #3).

Inland Marine:

Inland marine insurance provides a very broad coverage against loss such as theft, vandalism or damages to the County's combined tools and equipment inventory valued at $19.6 million. Brown & Brown approached multiple providers that resulted in limited options, some requiring "bundling" with other lines of coverage that resulted in substantial cost increases.

XL Specialty Insurance Company provides a very broad coverage against loss such as theft, vandalism or damages to the County's combined tools and equipment inventory valued at $19.6 million and scheduled property floater valued at $2.9 million for EDP (electronic data processing) and voter equipment. XL Specialty Insurance Company continues to be the best option for coverage on the County's combined tools and equipment inventory. There is a 5.25% increase in the premium this year due to additional equipment being added to the inventory. The provider has provided one option, which leaves the current deductible at $15,000 and $5,000 for all other perils. Brown & Brown is recommending that Leon County continue with XL Specialty Insurance Company for their inland marine insurance.

General/Public Official Liability and Automobile:

General Liability and Automobile quotes were obtained from the incumbent carrier, Travelers. Multiple other carriers were approached, but they either declined to provide quotes or required "bundling" with other lines of coverage that resulted in substantial cost increases.

In 2024, Travelers increased the general liability deductible limits from zero to $25,000. For 2025, Travelers has provided only one option that maintains last year's deductibles. All deductibles are $25,000 except for Employee Benefits Liability which remains at $1,000. Last year, the auto liability deductible limits included a tiered deductible: $1,000 on any auto under $100K and $5,000 on any vehicle over $100K. However, for 2025, the automobile deductible for comp/collision will be a flat $5,000.

According to Brown & Brown, the increase in the cost for this line of coverage by $190,961, or 21.14%, is driven mostly by automobile claims. While the automobile claims have slightly declined, the cost to settle the claims has increased dramatically. Florida has some of the highest auto insurance rates and is ranked within the top five states for auto claims. The auto increase continues to be a direct result of several factors including; high traffic density; high percentage of uninsured drivers; natural disasters; and a higher number of claims.

Workers Compensation:

The County maintains a self-insured retention of $500,000 per claim for Workers' Compensation, and Excess insurance is triggered only when an individual claim exceeds this retention. Multiple other carriers were approached, and all declined to quote based on the current Florida Municipal Insurance Trust pricing, terms, and conditions. The quote from Florida Municipal Insurance Trust is $334,653 at the current self-insured retention, which reflects a 3% decrease in the premium (Attachment #4). Brown & Brown is recommending that the County continue with Florida Municipal Insurance Trust for the Excess Workers Compensation. Florida Municipal Insurance Trust does not have a maximum amount it will pay for each claim, which reduces the County's long-term liability risk for workers' compensation claims.

The Florida Municipal Insurance Trust, established in 1992 under Section 163.01, Florida Statutes, is a local government self-insurance pool exercising the joint power and authority of its multiple local government members. Leon County's continued membership in the Trust is authorized upon Board approval during the annual renewal process and payment of the annual premium.

Cyber Security:

With the passage of House Bill 7055, effective July 1, 2022, Section 282.3186, Florida Statutes, prohibits local government entities who experience ransomware incidents from paying ransoms or otherwise complying with ransom demands. Cyber security insurance coverage will pay for damages caused by extortion efforts including the costs of determining the extent of the network damage and correcting the problem. Cyber liability is an extremely difficult line of insurance to purchase for local governments, due to the increase in cyberattacks and the length of time it takes to fund and procure additional security measures in an ever-changing digital environment. Data breaches remain commonplace, even among the most secure network systems. Maintaining cyber security insurance is a highly recommended best practice.

Brown & Brown approached multiple insurance providers to request quotes for cyber security insurance, but they either declined to quote or offered the County reduced coverage with higher premiums. The current cybersecurity insurance carrier, ACE American Insurance, Chubb, is the best option of coverage and has provided a slight reduction in premium as well as a reduced

deductible. Coverage limits and deductible amounts of cyber security insurance is confidential and exempt from public record per Chapter 119.0725, Florida Statutes.

Other insurance coverages:

In addition to the large categories of coverage, the County is also insured for Pollution Liability, Accidental Death and Dismemberment, Crime (employee dishonesty), Aviation, Drone, and Medical Malpractice. As part of the Agreement, Brown & Brown provides the County the best pricing for these categories and obtains the necessary coverages for the County.

The increase in insurance premiums is within the amount forecasted in the FY 2025 budget.

Table #1: Summary of County Insurance Premiums and Recommendations as Provided by the Broker of Service

Coverage Type	2024 Coverage Cost	Recommended 2025 Renewal Cost	$ Change (+/-)	% Change (+/-)
Property/Flood Insurance	$1,077,585	$1,086,415	$8,830	0.82%
NFIP Flood Coverage	$2,914	$2,768	($146)	(5.01%)
Inland Marine	$110,036	$115,800	$5,764	5.24%
General Liability, Public Official & Auto	$903,444	$1,094,405	$190,961	21.14%
Med/Malpractice	$10,526	$10,526	$0	0%
Excess Workers' Comp	$345,102	$334,653	($10,449)	(3.03%)
Third Party Admin.	$89,850	$89,850	$0	0%
Pollution	$64,552	$68,774	$4,222	6.54%
AD&D	$3,375	$3,375	$0	0%
AD&D – Law Enforcement	$19,507	$19,481	($26)	(0.13%)
Aviation	$79,350	$80,374	$1,024	1.29%
Crime	$6,854	$6,512	($342)	(4.99%)
Cyber Security	Exempt	Exempt	($5,611)	(9.22%)
Drone Liability	$6,438	$6,458	$20	0.32%
Broker Fee	$24,500	$24,500	$0	0%
Total	**$2,804,908**	**$2,999,155**	**$194,247**	**6.93%**

Options:

1. Approve the FY 2025 insurance coverages and authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation, and General Liability as specified in Renewal Option 1 (Attachment #1):
    - Property and Flood Insurance: Zurich American Insurance Company, $1,086,415 with flood insurance; and Wright National Flood Insurance Company, $2,768 for Woodville Community Center and Branch Library, which has a small portion of the parcel within a FEMA mapped flood zone.
    - Inland and Marine Insurance: XL Specialty Insurance Company, $115,800.
    - General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): The Phoenix Insurance Company, $1,094,405 and Lloyds of London, $10,526.
    - Excess Workers' Compensation: Florida Municipal Insurance Trust: $334,653.
    - Cyber Security Insurance: Chubb, ACE American Insurance Company.
    - As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Aviation, Crime and Drone liability coverages, $184,974.

2. Do not authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation and General Liability as specified in Renewal Option 1.

3. Board direction.

Recommendation:

Option #1

Attachments:

1. Summary of options provided by Brown & Brown
2. Quotation Market Summary
3. Quotation by Wright National Flood Insurance Company
4. Quotation Summary by Florida Municipal Trust Fund

LEON COUNTY BOARD OF COUNTY COMISSIONERS 2024 - 2025 RENEWAL

2024 - 2025 RENEWAL PREMIUMS - OPTION 1

Coverage Description	PROPOSED COVERAGES - 12/15/2024-2025						
	Carriers	Limits	Deductible / SIR	Expiring Premium 2023-2024	Renewal Premium 2024-2025	Premium Difference Exp vs Renewal	Premium Percentage Difference
Property **Premium Includes Terrorism Premium - $8,092.00** & FIGA Surcharges of - $11,818.74	Zurich American Ins Co	**Property - $493,829,528 (Includes Extra Expense Values of $1,850,000)** **Named Storm Loss Limit - $50,000,000** **All Other Wind & Covered Perils - Covered Up to Policy Limits** **IM Scheduled Equipment - Not Covered** **Unscheduled Equipment - Not Covered** **Flood - Up to $10,000,000 - Varies by Location**	**Named Storm: Approx - 5% of the Scheduled Values Per Location with a Minimum of $100,000** **All Other Perils: Varies from $25,000 to $100,000 Per Occ. Depending on the the Property Value.**	*$ 1,077,585.37*	*$ 1,086,414.74* *	*$ 8,829.37*	*0.82%*
NFIP Flood Coverage - 8000 Old Woodville Rd., Tallahassee, FL. 32305-1105	Wright Flood	Building Value - $1,287,346 Building Flood Limit - $250,000 Contents Value - $47,000 Contents Flood Limit - $47,000	Building Deductible - $25,000 Contents Deductible - $25,000	*$ 2,914.00*	*$ 2,768.00*	*$ (146.00)*	*-5.01%*
Inland Marine - **Includes Optional Terrorism Premium of $1,135.00** & FIGA Surcharges of $1,146.53	XL Specialty Ins. Co	Scheduled Contractor's Equipment - $17,694,176 Unscheduled Tools & Equipment - $425,000 Unscheduled - Leased, Rented or Borrowed Equipment - $50,000 Scheduled Property Floater - EDP Equipment - & Voting Machines - $2,947,231.40	Contractor's Equipment - Flood - $25,000 ; All Other Covered Perils - $15,000 Voting Machines & Equip - Windstorm Ded. 5% with a Min. $25,000 ; All Other Covered Perils - $5,000	*$ 110,035.76*	*$ 115,799.53*	*$ 5,763.77*	*5.24%*
General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI *Includes coverage for Tactical Medical Program* *Including Terrorism* Automobile Liability & Auto Physical Damage Umbrella Includes FIGA Surcharges & FL Expense Constant of $7,317.00	The Phoenix Ins Co Travelers Insurance Companies	GL: $1,000,000/$3,000,000 Abuse & Molestation - $1,000,000/$2,000,000 Employee Benefits - $1,000,000/$3,000,000 Management Liability - $1,000,000/$3,000,000 EPLI - $1,000,000/$3,000,000 Auto: $1,000,000 Umb: $2,000,000	GL: $25,000 Abuse & Molestation: $25,000 EBL: $1,000 Public Entity Mgmt Liability: $25,000 Public Entity EPLI: $25,000 Auto Liability BI & PD: $25,000 Physical Damage Ded. - Comp/Coll: $5,000/$5,000 Hired Auto Phys Damage: Comp/Coll: $1,000/$1,000 Umb: $10k SIR	*$ 903,444.00*	*$ 1,094,405.00*	*$ 190,961.00*	*21.14%*
Med/Malpractice - Dr. Kim Landry	Lloyds of London/Beazley *CRC Insurance*	$1,000,000/ $3,000,000	$2,500	*$ 10,526.26*	*$ 10,526.26*	$ -	*0.00%*
Excess Workers' Comp	Florida Municipal Ins Trust	$1,000,000	$500,000	*$ 345,102.00*	*$ 334,653.00*	*$ (10,449.00)*	*-3.03%*
Third Party Admin.	TPA			*$ 89,850.00*	*$ 89,850.00*	$ -	*0.00%*
Pollution - Site / Tank (Terrorism Premium: Additional $3,228)	Illinois Union Ins Co *Chubb*	Site Pollution Limits - $5,000,000 Per Event / $7,000,000 Aggregate Tank Financial Responsibility Limit - $1,000,000/$2,000,000 3 Underground Tanks & 13 Above Ground Tanks Indoor Environmental Conditions - at 311 & 315 Calhoun St. Only Sublimit $2,000,000 Includes New Tank at 15011 Cromartie Road	Site Pollution - $10,000 Per Pollution Condition Tank Pollution - $10,000 Per Pollution Condition EXCEPT 2 AST Tanks Installed in 1986 at 301 S. Monroe St. - $50,000 Per Pollution Condition **1 UST T**ank installed in 1991 at the Detention Facility - Retention Could Increase Due to Age of the Tank	*$ 64,552.00*	*$ 68,774.00*	*$ 4,222.00*	*6.54%*
AD&D - Court Mandated Work Program (Rate: $1.75/Person) Based on 2,500 Participants	ACE American Ins Co *Chubb*	$250,000	$0	*$ 3,375.00*	*$ 3,375.00*	$ -	*0.00%*
AD&D - Law Enforcement ***2 Year Policy - Effective Until 12/15/2026*** ***Annual Installment* s**	Hartford Life & Accident Ins Co	In the Line of Duty - $75,000 Fresh Pursuit Coverage - $75,000 Unlawful & Intentional Benefit - $225,000 24 Hour Acc Protection on Policyholder Aircraft - $375,000	$0	*$ 19,507.00*	*$ 19,481.00*	*$ (26.00)*	*-0.13%*
Aircraft Liability & Hull Coverage *Additional Premium to Include War & Terrorism - $5,258.06* Premium Includes FIGA Surcharges of $782.63	Old Republic Ins. Co.	Aircraft Liability - $1,000,000; Medical Payments - $10,000 Hull Values - $3,400,000 Additional Equipment - $2,001,000 Hangarkeepers Liability - $1,000,000	Aircraft - In Motion: $0.00 ; Not in Motion: $0.00 Additional Equipment - In Motion: $1,000 ; Not In Motion: $1,000	*$ 79,350.00*	*$ 80,373.63*	*$ 1,023.63*	*1.29%*
Crime ***3-yr policy effective until 12/15/2027*** **Annual Installments**	Travelers Casualty & Surety Co	$1,000,000	$10,000	*$ 6,854.00*	*$ 6,512.00*	*$ (342.00)*	*-4.99%*
Cyber Liability Premium Includes FIGA Surcharges of $547.17	ACE American Ins. Co. *Chubb*	[redacted]	[redacted]	*$* [redacted]	*$* [redacted]	*$ (5,610.40)*	*-9.22%*
Drone Liability & Equipment Coverage 4 Drones Additional Premium to Include War & Terrorism - $296.00 Premium Includes FIGA Surcharge of $63.33	Old Republic Aeropspace, Inc.	$1,000,000	**Drones - In Motion: $0.00 ; Not in Motion: $0.00**	*$ 6,438.00*	*$ 6,458.33*	*$ 20.33*	*0.32%*
Broker Fee	Brown & Brown			*$ 24,500.00*	*$ 24,500.00*	$ -	*0.00%*
			Total Premium:	*$ 2,804,907.96*	*$ 2,999,154.66*	*$ 194,246.70*	*6.93%*

MARKET SUMMARY

MARKET:	LINE OF COVERAGE:	RESPONSE:
Incumbent: Zurich American Ins. Co.	Property Coverage & Equipment Breakdown Included –	**Quoted** – $1,086,414.74 - Named Storm Loss Limit of $50MM & Flood Limit Loss Limit of $10MM. Flood Limit Varies for Each Location
Incumbent: Wright Flood – NFIP	8000 Old Woodville Rd., Tallahassee, FL	**Policy Issued Effective 01/16/24 to 01/16/25 -** $2,768.00
Incumbent: XL Specialty Ins. Co.	Inland Marine – Equipment and EDP	**Quoted -** $115,799.53
Incumbent: Travelers Insurance	General Liability / Employee Benefits Liability / Public Entity Management Liability / Public Entity EPLI; Including Coverage for Tactical Medical Program; Including Terrorism; Automobile Liability & Automobile Physical Damage; Umbrella	**Quoted** – Total Premium $1,094,405.00 (Includes Surcharges of $7,800.00) **General Liability & EBL** - $166,045.00 **Public Officials Management Liability** - $121,755.00 **Employment Practices Liability -** $85,894.00 **Automobile Liability & Physical Damage -** $642,490.00 **Umbrella/Excess Liability** – $70,421.00
Incumbent: Lloyd's London	Med/Malpractice - Dr. Kim Landry	**Quoted** – $10,526.26
Incumbent: Chubb Group	Pollution - Site / Tanks – Includes New Tank at 15011 Cromartie Rd.	**Quoted** –$68,774.00
Incumbent: Chubb Group	AD&D - Court Mandated Work Program	**Quoted** – $3,375.00
Incumbent: Hartford Insurance	AD&D - Law Enforcement - 2 year policy - Effective 12/15/2024 to 12/15/2026	**Quoted -** $19,481.00
Incumbent: Travelers	Crime Coverage - 3 year policy - Effective 12/15/2024 to 12/15/2027	**Quoted** - $6,512.00
Incumbent: Chubb Group	Cyber Liability With Added Coverages	**Quoted** – $55,264.17 - $1MM Limit – SIR Reduced to $100,000
Incumbent: Old Republic Aerospace, Inc.	Aircraft Hull & Liability / Drone Physical Damage & Liability	**Quoted** – Aircraft - $80,373.63 **Quoted** – Drones - $6,458.33
Preferred Governmental Insurance Trust (PGIT)	Property & IM, Casualty Lines, Excess WC	**Declined** – Could not Match or Better Incumbent Pricing With the Current Loss History
Travelers National Property	Property & Inland Marine	**Declined** - Would not be Able to Compete with on Rate and Would not be Able to Include Flood Coverage.
Liberty Mutual.	Property & Inland Marine	**Declined** – Not a Market for Public Entities or Property Schedules in Florida
Chubb Group	Property & Inland Marine	**Declined** – Not a Market for 100% CAT Exposure in Florida

MARKET SUMMARY

MARKET:	LINE OF COVERAGE:	RESPONSE:
Bridge Specialty – Broker	Property Only	**Declined:** **AMRISC** – Could Only Provide Estimated 50% Capacity & Cannot Compete with Current Program Because of Open Claim and Existing Damage **ARCH** – Excess / Buffer Layer Only **ASPEN** – Quota Share Option Only, Cannot Compete with Zurich **AWAC** – Primary $10M Potential 25% Capacity **AXIS -** $5M Max Line, Quota Share Buffer **BALANCE/TRISURA** – Excluding Wind Only **BEAZLEY** – Buffer Layer / Primary Play. Cannot Compete with Zurich **CATALYTIC** – Not a Market fit **CORE/STARSTONE** – Primary / Buffer Play. $100K MP Their Share **EVEREST** – Able to Provide $2.5M p/o $10M Primary. Would Need Roughly $1M LP **ICAT** – Not a Market fit due to Size of Schedule **INTACT** – High Excess Attachment. Could Potentially Provide $10M – $15M Line Size With Wind **IRONSHORE** – Primary or Buffer Layer Potential. Would Roughly put up a $2.5M-$5M Line **MARKEL** – Excess Only. Could Likely put up a $5M Line Size. **NAVIGATORS** – Quota Share, Would be $5M Max Line Size **RLI** – Buffer Play. Needs to Quota Share **RSUI -** $75K MP Their Share. Would be Small Line in Buffer **SOMPO** – Buffer Would be Best fit, $5M Max Line Size **TOPA** – Not a fit due to TIV Size **VELOCITY** – Potential Primary Capacity. Open Claim Causes Rate Issues. **VENTUS** – Better fit for ARCH due to TIV size. **WKFC** – Excluding Wind – TIV too Large
Gemini Ins. Co.	General Liability / Employee Benefits Liability / Public Entity Management Liability / Public Entity EPLI Automobile Liability	**Quoted** - $3MM Each Occurrence Limits & $6MM Aggregate Limit With $500,000 SIRs for Each Line of Coverage (No Auto Phys Dam) – Premium of $500,000
Starr Insurance Co.	Cyber Liability	**Quoted** - [redacted] – Sublimits and Policy Wording are not as Strong as the Incumbent Renewal Quote.
UCPM - Navigators	Tank & Site Pollution (Environmental)	**Pending Indication** – May be Able to Compete on Rate but Acknowledged That the SIR on the Older Tanks (20 Years Old or Older)Would be Increased at Renewal.
Chubb Group	Aviation Hull & Liability and Aviation – Drones	**Declined** – Would Not be Able to Improve on Current Pricing or Last Year's Indication.

WRIGHT
Wright National Flood Insurance Company

A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL99.001 1124
7993173
11/13/24
2000 11523 FLD RGLR

FLOOD DECLARATIONS PAGE

AMENDED EFFECTIVE: 11/08/24

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1152127362 02	1152127362	General Property Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 1/16/24 To: 1/16/25 12:01 am Standard Time	11/13/2024	0702836	09 1152127362 01

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412
BB.CARRIERS@BBROWN.COM

LEON COUNTY BOARD OFCOUNTY COMMISSIONER
301 S MONROE ST STE 201
TALLAHASSEE FL 32301-1861

Property Location (if other than above) **Address may have been changed in accordance with USPS standards.**
8000 OLD WOODVILLE RD, TALLAHASSEE FL 32305

Rating Information

Rate Category: Rating Engine
Primary Residence: N
Building Occupancy: Non-Residential Building
Building Description: Government Owned

Property Description: Slab on Grade, 1 floor

Flood Risk: X
First Floor Height: 1.1 ft
Method Used to Determine First Floor Height: FEMA Determined
Date of Construction: 07/01/2007
Prior NFIP Claims: 0 S

Replacement Cost Value: 1,287,346

Coverage		Deductible	Annual Premium
BUILDING	$250,000	$25,000	$2,255.00
CONTENTS	$47,000	$25,000	$420.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

ICC Premium:	$51.00
Community Rating Discount:	$632.00
FULL RISK PREMIUM:	$2,094.00
DISCOUNTED PREMIUM:	$2,094.00
Reserve Fund Assessment:	$377.00
Federal Policy Service Fee:	$47.00
HFIAA Surcharge:	$250.00
REVISED TOTAL ANNUAL PAYMENT	$2,768.00

THIS IS NOT A BILL

Premium Paid by: Agent

Forms and Endorsements:

WFL 99.415 1021 1021 FFL 99.310 0120 0120 WFL 99.118 1021 1021

This policy is issued by NAIC company 11523
Wright National Flood Insurance Company A stock company
Copy Sent To: As indicated on back or additional pages, if any.

Patricia Templeton-Jones, President

FLORIDA MUNICIPAL INSURANCE TRUST

Florida Municipal Insurance Trust
First Installment Billing - 24/25 Fund Year

FMIT # 0675 **Invoice Date:** 11/1/2024

Invoice ID #: INV-41332-D2W2 **Due Date:** 12/15/2024

Bank ACH: Capital City Bank
217 N. Monroe St.
Tallahassee, FL 32301

RTN#/ABA#: 063100688 ACCT#: 0032620701

Acct Type: Checking

Acct Name: Florida Municipal Insurance Trust

ATTN: Shelley Cason

Leon County By and Through Its Board of County Commissioners

301 South Monroe Street Suite 201

Tallahassee, FL 32301

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

Policy Summary

	General Liability	Cyber Liability	Auto Liability	Auto Physical Damage	Property	Workers' Comp.	Total
Gross Premium	$0	$0	$0	$0	$0	$334,653	$334,653
Total Net Premium	**$0**	**$0**	**$0**	**$0**	**$0**	**$334,653**	**$334,653**

Current Installment

Coverage	Premium	Total Net Premium
Workers Compensation Coverage	$83,663.25	$83,663.25
Total Installment Amount		**$83,663.25**

Total Due by 12/15/2024 **$83,663.25**

NOTE: THIS RENEWAL IS BASED ON ALL COVERAGES. IF ANY OF THE LINES OF COVERAGE ARE NOT RENEWED, THE OTHER LINE PRICING WILL CHANGE OR COVERAGE OFFERINGS ON THE REMAINING LINES COULD BE WITHDRAWN ALTOGETHER.

POLICIES WILL BE MADE AVAILABLE AFTER OCTOBER 1, 2024 AND CAN BE VIEWED AND PRINTED ONLINE ONCE PAYMENT IS RECEIVED. ELECTRONIC POLICIES ARE ALSO AVAILABLE AFTER OCTOBER 1, 2024 UPON REQUEST.

Please see below for a copy of our Premium Installment Plan, Penalty Policy and ACH Instructions.

***** **Please return a copy of this invoice with your payment to the Tallahassee office or send ACH information, Invoice Number and Amount Paid in an email to AccountsReceivable@flcities.com.*****

PLEASE READ THIS PAGE CAREFULLY

NO COVERAGES, TERMS OR CONDITIONS ARE TO BE ASSUMED

All Trust Programs are Non-Assessable

Terms of this Agreement:

Premiums shown are subject to year-end audit adjustments

All coverages provided by the Florida Municipal Insurance Trust are on an occurrence format. The Florida Municipal Insurance Trust does not automatically include prior acts (tail) coverage.

2024 / 25 PREMIUM INSTALLMENT PLAN

First Installment	Second Installment	Third Installment	Fourth Installment
25% minimum due October 1, 2024	25% minimum due January 1, 2025	25% minimum due April 1, 2025	25% minimum due July 1, 2025

NOTE: If the total net premium is under $6,000.00 the installment provision does not apply

Payment is to be forwarded to the League Office in Tallahassee.

For any other coverages, the premium is billed by the Florida League of Cities and due in full at inception, regardless of the size of the premium

Forty-five (45) Days Notice of Cancellation and Non-Renewal

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and / or policies will apply.

Florida Municipal Insurance Trust (FMIT)
ACH instructions to remit payment to FMIT

Bank:	Capital City Bank 217 N. Monroe St. Tallahassee, FL 32301
RTN#/ABA#:	[redacted]
ACCT#:	[redacted]
Acct Type:	Checking
Acct Name:	Florida Municipal Insurance Trust

Payments for insurance deductibles cannot be made via ACH. Deductible payments should be made by check and mailed to the Florida League of Cities Orlando office. If you have questions, contact the person whose name is listed on the deductible invoice.

Please note: When making ACH payments to the FMIT, email the invoice number, payment amount, and a copy of the invoice for which the payment applies to: accountsreceivable@flcities.com. (A PDF image of the invoice is preferred.) This information will ensure that the funds are applied to your account in a timely manner.

For questions regarding ACH payments, please contact Thomas Johnsen, Accounting Specialist1, for the Florida Municipal Insurance Trust, at (850) 701-3612 or tjohnsen@flcities.com.

Leon County
Board of County Commissioners

Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreement for Security Guard Services

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Maggie Theriot, Director, Office of Resource Stewardship
Lead Staff / Project Team:	John Leeds, Operations Director, Office of Resource Stewardship Melanie Hooley, Director, Division of Purchasing

Statement of Issue:

This item seeks Board approval of an Agreement with Barkley Security Agency, Inc. for private security guard services utilizing a cooperative purchasing process from a State of Florida Term Contract.

Fiscal Impact:

This item has a fiscal impact. The estimated annual cost is $360,000 to provide services for the Leon County Courthouse, LeRoy Collins Library, Public Safety Complex, Intervention and Detention Alternatives, and Amtrak Station Visitor Center. The actual costs will be based on the need to provide private security guards to cover special events, support early voting, and related security needs. Adequate funds are available in the respective department operating budgets.

Staff Recommendation:

Option #1: Approve the Agreement with Barkley Security Agency, Inc. for private security guard services utilizing a cooperative purchasing process from a State of Florida Term Contract (No. 92121500-24-STC), 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 of an Agreement (Attachment #1) for private security guard services to Barkley Security Agency, Inc. through a State of Florida (State) Term Contract. The State Term Contract enables Leon County to select a pre-approved private security guard vendor that has been competitively procured by the State.

Since 2021, Leon County has relied on Barkley Security Agency, Inc. to provide private security services to meet critical needs across various facilities and events. The services rendered under the existing contract are set to expire on March 8, 2025.

The County's Purchasing Policy No. 96-1, Section 6.06, "Cooperative Purchasing", 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 large scale, state-wide buying power of the state agency, thereby reducing costs. The State Term Contract (Contract # 92121500-24-STC) contains cooperative purchasing language allowing the County to utilize the Agreement. Among the nine eligible private security vendors under this contract, Barkley Security Agency, Inc. offers the lowest-cost solution, making it the most cost-effective choice for Leon County. Additionally, Barkley is a certified minority-owned business and the only local vendor among all available options.

Analysis:

Security of Leon County facilities, employees, and citizens is of upmost importance and private security guard services help ensure this need is met. In addition to securing Leon County facilities through the presence of armed and/or unarmed security guards, private security also fulfills additional roles such as monitoring building systems and managing parking. These services are billed on an hourly basis, with rates varying according to the level and expertise required, which depends on whether the guard is armed and their experience and training levels. Currently, private security operates in four Leon County facilities, providing services tailored to the unique needs of each building, program, or occupant:

- Leon County Courthouse: Unarmed guards oversee after-hours building access and surveillance systems.
- LeRoy Collins Public Library: Unarmed guard provides physical security within the library and monitors the surrounding grounds.
- Public Safety Complex: Armed guards offer 24/7 physical security, monitor and control building access, and oversee building systems.
- Intervention and Detention Alternatives: Armed guards provide physical security and operate x-ray machines during normal business hours.
- Amtrak Station Visitor Center (Inactive): Unarmed guard provides physical security and monitors the surrounding grounds. Operations at this site are currently inactive due to tornado damage sustained on May 10, 2024.

The estimated annual cost is $360,000 for existing services. However, the actual costs fluctuate based on the need for additional security services throughout the year. Private security guards are deployed to cover special events, support early voting, and related security needs at Leon County facilities. The initial term of the Agreement aligns with the provisions of the State Term Contract and shall continue until canceled in writing by the County with 30-days' notice, or upon expiration of the State Term Contract, whichever comes first.

Options:

1. Approve the Agreement with Barkley Security Agency, Inc. for private security guard services utilizing a cooperative purchasing process from a State of Florida Term Contract (No. 92121500-24-STC), 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 Agreement with Barkley Security Agency, Inc. for private security guard services.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Draft Agreement for private security guard services

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 **BARKLEY SECURITY AGENCY, INC.** hereinafter referred to as the ("Contractor"), (each a "Party" or together 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 to the County the following services: Security Guard Services in accordance with: 1) State Term Contract # 92121500-24-STC, incorporated herein by reference, of which the cover pages identifying the contract is attached to this Agreement as Exhibit A, with the full Solicitation Documents available to view in the Leon County Purchasing Division office 2) Service Level Agreement, incorporated herein as Exhibit B; 3) the Leon County Technical Specifications, to the extent that it is not inconsistent with this Agreement or with Exhibit A; incorporated herein as Exhibit C; and 4) Price Sheet, attached hereto and incorporated herein as Exhibit D, (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A, the provision contained in Exhibit A, shall govern and control.

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 commence upon execution by the County and shall continue until canceled in writing by the County with 30-day notice or the expiration of State of Florida State Term Contract # 92121500-24-STC, whichever comes first.

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 Services as outlined in Section 1 above, it shall be remunerated by the County according to the prices attached as Exhibit C, which is attached hereto.

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:	John Leeds
Street Address:	1907 S. Monroe St.
City, State, Zip Code:	Tallahassee, Florida 32301
Telephone:	850-606-5000
E-mail:	LeedsJ@LeonCountyFl.gov

B. The Contractor's Project Manager is:

Name:	Lomar Barkley
Street Address:	18229 Blue Star Highway
City, State, Zip Code:	Quincy, Florida 32351-7195
Telephone:	850-627-2151
E-mail:	Lbark1948@aol.com

C. Notices to the Contractor are to be submitted to:

Name:	John Leeds
Street Address:	1907 S. Monroe St.
City, State, Zip Code:	Tallahassee, Florida 32301
Telephone:	850-606-5000
E-mail:	LeedsJ@LeonCountyFl.gov

D. Invoices are to be submitted to:

Name:	Lomar Barkley
Street Address:	18229 Blue Star Highway
City, State, Zip Code:	Quincy, Florida 32351-7195
Telephone:	850-627-2151
E-mail:	Lbark1948@aol.com

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:

   1) General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

   2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).

   3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.

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

   5) Crime/Fidelity Insurance Policy. The Contractor shall maintain a Crime/Fidelity insurance policy. Policy shall cover both crime and dishonesty exposures. Policy shall be endorsed to provide coverage for losses of client property occurring both inside and outside of client premises. Policy shall include, but not be limited to,

coverage for employee theft, forgery, alteration, computer and funds transfer fraud. Policy shall include coverage for Third Party Crime.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County. Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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

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 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. PAYMENT AND PERFORMANCE BOND

A Combination Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution

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.

15. PERFORMANCE MEASURES

There will be a financial consequence for failure to meet the performance measures listed below. The financial consequence will be applied per occurrence. The performance measures listed are in addition to the performance measures listed in Section 22.10 of Florida State Contract 92121500-24-STC.

Financial Consequence (per occurrence)				
#	Performance Measure	Performance Measure Detail	Application of Financial Consequence	Financial Consequence
1	Proper use of facility	No misconduct, theft, vandalism, or un-authorized visitors or activities.	Each offense	$500
2	Timely attendance	No arriving late or leaving early. For purposes of financial consequence, late is a minimum of 1 hour off scheduled start time or four or more instances of tardiness (less than 1 hour) in one 30-day period. Leaving a post early will not be tolerated.	Each offense	$100
3	Properly following Post Orders	See "Site Specific Performance Measures" in each Post Order associated with this contract. Post Orders will be provided for all locations.	Each offense	$100
4	Guard shall be alert and attentive	No headphones, cell phones, sleeping, or other distractions.	2nd offense within calendar month.	$50
5	The Leon County Contract Manager shall have an updated list of all guards to include their location(s) and schedule.	This should be updated immediately when there is a change in guards or schedule. For last minute emergencies (sick leave, etc.) the Leon County Contract Manager shall be emailed a notification.	Each offense	$50
6	Smoking is only permitted in designated areas.	Guard may take breaks during permitted times to smoke in designated areas only.	2nd offense within calendar month.	$50
7	Proper reporting of afterhours incidents	After hour monitoring should include fires, flooding, power failures, criminal activities, etc. Section J(5) and Post Orders provide additional information specific to certain facilities.	Each offense	$100
8	Responsive to Leon County needs and stated Post Orders	Leon County will provide written communication regarding consistent minor issues including a corrective action date. Financial consequences will be applied if minor issues continue past the corrective action date. The corrective action plan will provide a minimum of seven days for the Contractor to implement changes.	Each offense upon date set in corrective action plan	$500

16. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

17. INDEMNIFICATION

For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with this Agreement (including any determination arising out of or related to the Agreement that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the County), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the County (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property.

Without limiting this indemnification requirement, the County may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the County. Nothing herein is intended to act as a waiver of the County's sovereign immunity or to be deemed consent by the County to suit by third parties.The Contractor acknowledges that ten dollars ($10.00) of the Contract Sum paid to the Contractor, and the promises and covenants herein, constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

18. AUDITS, RECORDS, AND RECORDS RETENTION

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 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. The Contractor is required to also provide an unredacted copy of the redacted information. 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 un-redacted Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. By entering this Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION
ATTN: MELANIE HOOLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: HOOLEYM@LEONCOUNTYFL.GOV

19. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

20. TERMINATION

Leon County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder or, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon 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. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime. Contractor and its affiliates shall

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

22. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be grounds for termination of this Agreement by the County.

23. EMPLOYMENT ELIGIBILITY VERIFICATION

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.

24. NON-WAIVER

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

25. DELAY

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

26. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of this Agreement, Contractor shall obtain the prior written consent of the County.

27. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when

upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

28. SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

29. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

30. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida.

31. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

32. SEVERABILITY

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

33. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

34. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

35. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

36. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

37. 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

ATTACHMENTS

Exhibit A – State of Florida State Term Contract # 92121500-24-STC
Exhibit B – Service Level Agreement
Exhibit C – Leon County Technical Specifications
Exhibit D - Price Sheet
Exhibit E - Anti Human Trafficking Affidavit

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____

Vincent S. Long
County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall 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: _____

Daniel R. Krumbholz
Assistant County Attorney

Date: _____

BARKLEY SECURITY AGENCY, INC.

By: _____

Printed Name _____

Title: _____

Date: _____

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

State Term Contract
No. 92121500-24-STC
For
Security Guard Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Barkley Security Agency, Inc.** (Contractor) with its principal place of business located at **18229 Memorial Bluestar Highway, Quincy, FL 32351**, collectively referred to herein as the "Parties."

Pursuant to ITB No. 23-92121500-ITB-V3, the Contractor was awarded to provide Security Guard Services in the following Region(s): **1, 2, 3, and 4**

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on October 1, 2024, or on the last date this Contract is signed by all Parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier or renewed in accordance with the Enterprise Standard Terms and Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Enterprise Standard Terms and Conditions.

III. Order of Precedence.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit C, Enterprise Standard Terms and Conditions
d) Exhibit B, Contractor's submitted Price Sheet
e) Exhibit D, Region Map
f) Exhibit E, SLA Document

Docusign Envelope ID: 687543F3-AC36-40B4-A5E0-0EFB523F1A93

State Term Contract No. 92121500-24-STC
For
Security Guard Services

IV. Contract Management.

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:
Lomar C. Barkley
Barkley Security Agency, Inc.
18229 Blue Start Highway
Quincy, FL 32351
Telephone: (850) 627-2151
Email: Lbark1948@aol.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Barkley Security Agency, Inc.

Signed by:
Lomar C. Barkley
E34552531DA0464...
Lomar C. Barkley, CEO/VP

9/30/2024 | 2:14 PM EDT
Date:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...
Pedro Allende, Secretary

10/2/2024 | 9:00 AM EDT
Date:

Service Level Agreement
Security Guard Services

This Service Level Agreement (SLA) is between Leon County, Florida, ("Customer," or "County") and Barkley Security Agency, Inc. ("Vendor," or "Contractor"), authorized to transact business in the State of Florida, (each a "Party" or together the "Parties").

The Parties enter into this SLA pursuant to State Term Contract No. 92121500-24-STC (Contract) in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

SECTION 1. TERM

1.1. Initial Term
The initial SLA term shall begin on the last date it is signed by all Parties and shall continue until cancelled in writing by the County with 30-day notice or the expiration of State of Florida State Term Contract # 92121500-24-STC, whichever comes first.

1.2. Renewal Term
Upon written agreement, the SLA may be renewed in whole or in part. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

SECTION 2. SLA DOCUMENT

2.1. The Agreement and exhibits set forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

The Agreement
Exhibit A
Exhibit B
Exhibit C
Exhibit D

SECTION 3. CONTRACT ADMINISTRATION

3.1. Contract Manager

See Agreement Section 7.

In the event the Customer changes the Contract Manager, the Customer will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

3.2. Contractor Representative

See Agreement, Section 7

SECTION 4. ADDITIONS TO THE STATE TERM CONTRACT SCOPE OF WORK REQUESTED BY THE CUSTOMER

Service Level Agreement
Security Guard Services

See Agreement, Exhibit C- "Leon County Technical Specifications"

4.1. GENERAL PRIVATE SECURITY REQUIREMENTS AND SPECIFICATIONS

See Agreement, Exhibit C- "Leon County Technical Specifications"

SECTION 5. FACILITIES/LOCATIONS

The Customer shall provide the Contractor with the attached - Facility List in accordance with this SLA. During the term of the Contract, the Customer shall have the right to add and/or delete facilities covered by this SLA by updating the Facility List and providing a copy thereof to the Contractor. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Except as expressly set forth in this paragraph, no amendment to this SLA Document will be effective unless it is in writing and signed by both Parties.

SECTION 6. TRANSITION PLAN

Within 10 working days after the Agreement execution, the Agreement Project Manager will conduct a kick-off meeting and/or conference call with the Contractor to discuss the Scope of Work and services needed.

SECTION 7. CUSTOMER FURNISHED ITEMS

See Agreement, Exhibit C, Section C.

SECTION 8. CONTRACTOR DELIVERABLES

8.1 The services to be provided are armed and/or unarmed Security Guard Services, as specified in the Agreement and in accordance with Chapter 493, Florida Statutes, at the facilities and locations identified in the attadched Facility List and their associated parking structures and sites.

The Contractor will be responsible for the following tasks/deliverables at each location, in addition to the tasks/deliverables required by the Agreement:

See Agreement, Exhibit C- "Leon County Technical Specifications" (Exhibit C).

SECTION 9. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES

See Agreement, Section 15. "Performance Measures"

Facility List

Facility	Facility Hours of Operation	Total Weekly Number of Hours	Type of Security Officer
	Total Hours:		

LEON COUNTY TECHNICAL SPECIFICATIONS

A. OVERVIEW

Leon County is seeking the services of a qualified professional security guard services contractor to provide private security services for the Leon County Courthouse, Public Safety Complex, Medical Examiner's Office, Main library, Bank of America Building, Office of Intervention and Detention Alternatives, and other locations that may later be designated by the County. All services shall meet or exceed the performance specifications and requirements listed in herein. The County reserves the right to negotiate for any related commodities or services not specifically identified herein.

B. GENERAL PRIVATE SECURITY REQUIREMENTS AND SPECIFICATIONS

The Contractor shall ensure security guards and any provided security guard services properly carry out the primary duty of safeguarding County employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with this contract. The Contractor shall perform the work at the worksite set forth and in accordance with the bid specifications and requirements. Work related to this private security services bid includes the following:

1. Provide physical security at Leon County facilities;
2. Building access control and monitoring;
3. Monitor building systems;
4. Monitoring building for fires, floods, and other emergencies;
5. Operate walk-through and hand-held metal detectors;
6. Operate x-ray machines;
7. Operate and monitor security systems and cameras; and
8. Read, understand, and follow building procedures and protocols.

The Contractor shall do the following in relation to performing any work related to the worksite pursuant to this Bid:

(a) Provide all necessary labor, materials, equipment, tools, and supplies;
(b) Supervise all workers involved in performing services at the worksite;
(c) Ensure that all work is performed in a professional manner and up to Leon County Standards; and
(d) Ensure that only quality equipment and quality materials are used in connection with performing services at the worksite.

C. COUNTY FURNISHED ITEMS

The County shall provide the following items to the Contractor as part of the Private Security Services contract.

1. Post Orders for each facility including the On-Call contact list for facilities staff.
2. A background check on all guards prior to being stationed in any Leon County Facility. The background check shall be updated every six months.
3. Keys or access cards may be issued to security guards for specific sites. The Contractor is responsible

for securing and maintaining the keys or access cards. The County will replace lost keys or access cards at the Contractor's expense. Reports will be written on all lost keys or access cards.

4. The County will be responsible for making adequate workspace available for the Contractor at each facility. The County may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of security guard services. The Contractor assumes full responsibility for all equipment and materials issued by the County for performance of the services provided under this Contract.

D. HIRING STANDARDS / MAINTAINING EMPLOYMENT

The Contractor shall ensure the security guards meet or exceed the minimum hiring standards set forth below before assignment to a County facility. The Contractor shall ensure the security guards maintain these standards for employment throughout the Contract term, including any renewal term. The County reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

1. Minimum Hiring Standards: The County requires the Contractor's security guards meet or exceed the minimum standards set forth below before assignment to the premises:
   a. Must possess a state issued identification card.
   b. Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
   c. Successfully pass a drug test upon hire.
   d. Successfully pass background check as described in Section E(l) of this document.
   e. Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to the County upon request.
   f. Complete all required training courses as mandated in state and locality of employment.
   g. Meet state licensing requirements for the applicable security guard position prior to placement in accordance with the applicable provisions in Chapter 493, Florida Statutes, and Chapter 5N-1, Florida Administrative Code
   h. The Contractor's employees must be able to read, write, speak, and understand English clearly.
   i. Physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the County that either of or both of these physical requirements are not necessary).
   j. Maintain a well-developed level of maturity necessary for professional interaction.
   k. Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with Section E(7) of this document.
   I. Act in accordance with the terms and conditions of this Contract and Post Orders.
   m. Be familiar with and ensure the facilities are in compliance with all existing standards, codes, rules, and regulations. Report to County Contract Manager any failures or insufficiencies in the delivery of any service.
   n. Be responsive at all levels of service to meet County needs.

2. The Contractor's hiring practices will be in conformance will all relevant federal and state employment laws.

3. The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-

alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all security guards and to the County upon request.

4. Security guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under this Contract and it will be the responsibility of the Contractor to timely provide replacement services at the County's location. The Contractor will be required to comply with and enforce this policy, with respect to the Contractor's employees, as part of employment.

5. The use or possession of property belonging to County, or another person without the permission of the rightful owner of such property is not permitted. Security guards found in violation of this term must immediately cease providing services under this Contract and it will be the responsibility of the Contractor to timely provide replacement services.

6. The County shall reserve the right to contact local authorities to conduct reasonable searches of security guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

7. Security guards will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the County's Contract Manager or Facility Manager to leave the post. Security guards shall bring their necessary meals for consumption on the premises. Security guards are allowed to eat at desk/post.

E. PRIVATE SECURITY REQUIREMENTS

The Contractor shall furnish trained and qualified armed and unarmed security guards to provide services as requested. This service will be continuous, regardless of weather, disaster, and/or threatened or actual organized labor actions. Specific requirements shall include, but may not be limited to the following:

1. Building Access: Leon County will furnish all background checks for security guards. Security guards stationed at Leon County facilities shall fill out a Background Check Authorization Form. The completed form and a copy of their driver's license shall be submitted to the County Contract Manager for review. Background check must be approved prior to personnel being stationed in a County facility.

   A complete list of employees working under this contract shall be provided by the Contractor to the County Contract Manager. The list shall include employee name, rank and level, assigned location(s), schedule{s), and date of last background check. Any changes shall be updated and submitted to the County Contract Manager prior to the new employee gaining access to a building. Any person or persons who reports for work and identifies themselves as someone other than those contained upon this official security guard list shall be denied access to the building and reported to the proper authorities. Sharing of access badges is prohibited and may result in termination of the contract. Additionally, the County Contract Manager shall be notified prior to the termination of an employee with an access badge.

   The County will process a background check on all employees operating under this contract every six (6) calendar months regardless of the initial background check.

The County reserves the right to reject any proposed security personnel based on background check information.

No unauthorized persons shall be brought into any facility.

Theft, vandalism, or other similar acts will not be tolerated.

2. Staffing and Certifications: Contractor must ensure that only fit and proper person(s) are hired and that the appropriate skill sets are deployed to fit site specific needs. All employees assigned by the Contractor to perform the work as outlined under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned.

   The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform security guard services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the County Contract Manager upon request.

3. Performance Standards: The County shall be the sole determinant of all standards referenced in these specifications, including but not limited to, standards of conduct, dress standards, standards for management response and cooperation, etc. Complaints, concerns, or comments presented by the County regarding any of these standards and the measure of the Contractor's performance thereunder shall not be subject to debate.

4. Damage Repair- Contractor will be responsible for the cost to repair any damage to the facility, to include existing structures, surfaces, and fixtures, determined to be caused by the Contractor. This is to include personal items in staff's work spaces.

5. Reporting and Follow-up- The County Contract Manager reserves the right to monitor any work or location at any time. If the County Contract Manager deems the work out of compliance with the bid specifications, the Contractor will be notified in writing of the deficiencies. Contract deduction shall be administered per the Agreement.

   The Contractor shall designate a single point of contact to be the liaison for the County staff in order to handle the day-to-day operations.

   The Contractor shall maintain a duty roster of all security guards and security management employees to be provided to the County Contract Manager on a monthly basis. Any person(s) who reports for work and identify themselves as someone other than a person listed upon the official security guard duty roster shall be denied access to the facility and reported to the proper authorities.

   All incidents as described in Section F(2) shall be reported within 24 hours of the occurrence.

6. Responsiveness- The Contractor shall arrange for a Contractor Representative (which may be the Contractor themselves) and an alternate to be the primary contacts for services and inquiries. The Contractor Representative or alternate must respond to inquiries from County personnel within 60 minutes.

7. Uniforms- Security guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the Contractor, unless otherwise specified by the County. All security guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the

employee as a security guard working for the Contractor and include a picture 10 badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the County. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. The County will provide the Contractor with notice of a security personnel reporting to work not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.

8. Equipment- Contractor's equipment must be owned by the company and readily available to be assigned to use under the terms of the contract. The Contractor will supply all additional materials as required to fulfill this contract. Equipment required to fulfill contract may include but are not limited to:

   a. Passenger vehicles with markings identifying it as a security vehicle owned by the contractor;
   b. Communication equipment such as radios or cell phones;
   c. Flashlights and other equipment that assist security guards in physical security of the building;
   d. Metal detector wands; and
   e. Any other equipment or accessories deemed necessary to fulfill the obligations under this contract.

9. Administration- The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract, and shall have sole responsibility for the supervision, daily direction and control, payment of salary {including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the County for the actions of its personnel. Contractor's management responsibilities include, but are not limited to, the following:

   a. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the County;
   b. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the County;
   c. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
   d. Ensuring high quality results are achieved through task performance.

10. Conduct- All security guards shall refrain from conduct that is illegal and/or unethical. At all times while on duty guards are also expected to exercise good and sound judgement when dealing with the public and employees working in the facilities. Any guards discovered to be engaging in illegal and/or unethical conduct or exercising poor judgment in any way while on the job shall be asked to leave the premises at once and shall not be reassigned to any other County facility unless approved in writing by the County Contract Manager.

    The Contractor shall provide the County with a replacement security guard(s) when the County requests to rotate or transfer security guard(s) when deemed necessary by the County.

F. **PRIVATE SECURITY SPECIFICATIONS**

Security guards shall enforce the County's security policies, procedures and orders and ensure security guards perform all duties in accordance with the terms of this Contract and the Post Orders provided by the County.

1. POST ORDERS: Post Orders shall be provided for each facility or location in which private security is utilized under this contract. The only exception to this is posts that last less than two weeks such as special events or other temporary needs.

These instructions and Post Orders may include, but are not limited to: standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and Post Orders will be provided by the County and it is the responsibility of the Contractor to distribute the Post Orders to security guards. Security guards are responsible for reviewing and complying with the instructions and Post Orders.

2. GENERAL EXPECTATIONS: This section provides minimum expectations associated with operating in all County facilities. However, not all expectations will be applicable to each facility. Specific expectations for each facility will be provided through Post Orders (Section F{l).

a. Presence on Job: Security guards are to remain on the assigned premises at all times during the specified work schedule. During a shift the buildings shall not be left unattended for any reason. Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property. Sleeping and other distractions will not be tolerated.

Security guards shall take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards and security incidents. The security guard will take appropriate action on any breach of security, suspicious activity or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS) and the County's facility manager.

b. Flags: Security guards are responsible for the raising and lowering of building flags.

c. Doors: Security guards are responsible for securing all entrances and exits to the building during after-hours. Security guards are expected to escort employees to vehicles after-hours when requested provided there is a second security guard on duty to ensure proper coverage of the facility.

d. Building Access: Proper protocols per Post Order shall be followed for granting access to facilities. Security guards are expected to monitor building access and ensure only authorized individual access the facility. After hours, guards are not to allow anyone to enter a facility unless they produce a valid building access badge.

e. Custodial Service: Security guards shall monitor the entry and exit of custodial staff as they enter County facilities to clean. Security guards will be expected to check custodial staff in and out each evening and provide building access badges when checking in staff.

f. Impropriety/Misbehavior: Report all suspicious and/or illegal behavior in accordance with the law, good security practices and sound judgement. After the occurrence of any incident, the security guard shall submit a written report at the end of the shift. Any building occupants not conforming to appropriate standards of behavior shall be asked to leave and escorted from the building by the security guard. Security and safety incidents shall be handled immediately. All incidents shall be handled jointly by the security guard and any designated staff or the appropriate law enforcement agency.

g. **Inspections:** Security guard shall inspect the building at regular intervals as specified in Post Orders. Inspection should include checking the building perimeter and verifying that all exterior doors remain securely closed. Interior building inspections should be done to ensure the building is secure and buildings systems are functional (i.e. no flooding, fires, smoke, or alarms). Irregular routes and times shall be used to conduct these inspections.

h. Data Centers: Security guards are expected to monitor data centers during after- hours. Specific requirement shall be provided in Post Orders when applicable.

i. Fire Alarm/Emergency Response: Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed. Security guards are expected to contact police or the fire department immediately and contact the County afterwards should the nature of the emergency warrant such a response.

j. Malfunction/Observances: Note and record all casual observances relating to the building, equipment, or utility malfunctions. Based upon the degree of severity of malfunction involved, the security guard shall contact Facilities Management per the Post Orders contact list.

k. Minors: Security guard shall remain after hours when minor child is left on the premises after normal operating hours. The Guard must be available for such after- hours duty at any time such incident may occur and must remain with the minor child until the parent(s) or guardian(s) arrive.

I. Guard Stations: Guard stations are to be occupied at all times while on duty. A minimum of two security guards will be utilized in buildings in which guards are expected to inspect the facility so that one guard can remain at the guard station at all times.

m. Equipment: The Contractor shall provide necessary equipment (vehicles, wands, etc.) and security guards shall understand how to operate said equipment.

n. Reports: Identify and provide a written report of security and safety violations within 24 hours to the County Contract Manager, unless immediate action is necessary. security guards are to have effective report writing skills. Security guards shall maintain files for security-related documentation at each security station (Post Orders, Site-Specific instructions, training materials, etc.)

o. Other: Other specific duties may be added to or deleted.

i. Duties may be added by written communique to the Contractor in the form of revised Post Orders (these shall be observed as permanent instructions); or
ii. Duties may be added by verbal instruction to the Contractor or security guard on duty upon his/her daily report to work (these shall be viewed as temporary instructions).

G. TRAINING

1. Each security guard shall complete all trainings as required by the County prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to the County Contract Manager upon request.
2. All formal training of security guards is to be administered by an experienced individual with strong subject matter expertise who is appropriately certified (by an accredited institution of learning or governmental/educational certification body). All training will be at the sole cost and expense of the Contractor. The Contractor is responsible for the following:

a. Ensuring security guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part Ill, Florida Statutes.

b. Training all staff in the County's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment.
c. Coordinating and facilitating staff development, licenses, permits, and certifications.
d. Conducting Americans with Disabilities Act (ADA) training, to include service animal training.
e. Ensuring each security guard completes sixteen (16) hours of orientation and basic security training related to general high-rise and mid-rise building issues.

3. County locations and facilities shall not be used as a training site for the Contractor's personnel.

4. The Contractor, at the Contractor's expense, shall ensure that newly assigned security guards and supervisors are trained at a minimum in the following areas:

a. Orientation and basic security training related to general high-rise and mid-rise building issues.
b. Patrol and observation techniques.
c. Report writing.
d. Customer service and public relations.
e. Fire safety and prevention.
f. Bomb recognition.
g. Conflict management.
h. Interpersonal skills.
i. Incident investigation.
j. Crime prevention.
k. Handling threatening/hostile individuals.
I. Handling violence in the workplace.
m. Computer operations.
n. Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.
o. Compiling employee log sheets to log the inspections and observations of rounds.

H. PRICE ADJUSTMENTS AND INFORMATION

1. PRICE ADJUSTMENTS. Upon request by the Contractor and at the discretion of the County, price adjustments may be negotiated annually beginning with the first extension period. Any price adjustment shall not exceed changes in the Consumer Price Index for all Consumers (CPI-U), for the twelve (12) month period prior to the contract extension.

2. ADDITIONS & DELETIONS. Leon County reserves the right to add and subtract locations and schedules based on need. Pricing at the hourly rate listed in Exhibit C, Price Sheet is for all current and future locations.

3. SECURITY GUARD LEVELS. Higher level experience of guards as listed in Post Orders is allowed however Leon County will only pay rates for security guards at the levels listed in the Post Order.

4. If authorized in writing by the Leon County Contract Manager, overtime pay will be allowed. Overtime pay shall not exceed 25% of the contracted rate. Overtime will not be authorized in instances in which it is the Contractor's lack of staff, poor planning, or negligence. Holiday or other pay rates are not authorized.

I. EMERGENCY SERVICES

1. Assist County personnel in emergency situations as identified by the County. If an emergency extends beyond the normal working hours, the security guard will be paid for additional hours at the standard rate of pay unless the work performed in the emergency situation exceeds 40 hours and such overtime has been

authorized by the County. Security guards may be diverted by the County from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the County for such diversion of security guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the security guard due to their participation in such emergency activities

2. NATURAL DISASTER: Many County facilities are activated during hurricane and other natural disasters. Normal services are expected to continue at buildings that are activated during natural disasters. Additional private security services shall be provided upon request by the County Contract Manager with a minimum hour requirement of four (4) hours per day.

PRICE SHEET
Security Guard Services State Term Contract No. 92121500-24-STC

Contractor	Barkley Security Agency, Inc.

Initial Term Pricing

Security Guard Services

Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service Length - Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly	$ 17.97	$ 17.97	$ 17.97	$ 17.97							
Security Guard Level II	Hourly	$ 19.02	$ 18.97	$ 19.02	$ 19.02							
Security Guard Level III	Hourly	$ 21.00	$ 19.89	$ 21.00	$ 21.00							
Security Guard Level IV	Hourly	$ 22.89	$ 22.89	$ 22.89	$ 22.89							
Security Guard Level V	Hourly	$ 23.00	$ 23.00	$ 23.00	$ 23.00							
Security Guard Level VI	Hourly	$ 24.00	$ 24.00	$ 24.00	$ 24.00							
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly	$ 17.97	$ 17.97	$ 17.97	$ 17.97							
Security Guard Level II	Hourly	$ 19.02	$ 18.97	$ 19.02	$ 19.02							
Security Guard Level III	Hourly	$ 21.00	$ 19.89	$ 21.00	$ 21.00							
Security Guard Level IV	Hourly	$ 22.89	$ 22.89	$ 22.89	$ 22.89							
Security Guard Level V	Hourly	$ 23.00	$ 23.00	$ 23.00	$ 23.00							
Security Guard Level VI	Hourly	$ 24.00	$ 24.00	$ 24.00	$ 24.00							
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly	$ 17.97	$ 17.97	$ 17.97	$ 17.97							
Security Guard Level II	Hourly	$ 19.02	$ 18.97	$ 19.02	$ 19.02							
Security Guard Level III	Hourly	$ 21.00	$ 19.89	$ 21.00	$ 21.00							
Security Guard Level IV	Hourly	$ 22.89	$ 22.89	$ 22.89	$ 22.89							
Security Guard Level V	Hourly	$ 23.00	$ 23.00	$ 23.00	$ 23.00							
Security Guard Level VI	Hourly	$ 24.00	$ 24.00	$ 24.00	$ 24.00							

Exhibit D Price Sheet
Security Guard Services
State Term Contract No.
92121500-24-STC

Contractor	Barkley Security Agency, Inc.

Initial Term Pricing

Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service Length - Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly	$ 17.97	$ 17.97	$ 17.97	$ 17.97							
Security Guard Level II	Hourly	$ 19.02	$ 18.97	$ 19.02	$ 19.02							
Security Guard Level III	Hourly	$ 21.00	$ 19.89	$ 21.00	$ 21.00							
Security Guard Level IV	Hourly	$ 22.89	$ 22.89	$ 22.89	$ 22.89							
Security Guard Level V	Hourly	$ 23.00	$ 23.00	$ 23.00	$ 23.00							
Security Guard Level VI	Hourly	$ 24.00	$ 24.00	$ 24.00	$ 24.00							
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly	$ 17.97	$ 17.97	$ 17.97	$ 17.97							
Security Guard Level II	Hourly	$ 19.02	$ 18.97	$ 19.02	$ 19.02							
Security Guard Level III	Hourly	$ 21.00	$ 19.89	$ 21.00	$ 21.00							
Security Guard Level IV	Hourly	$ 22.89	$ 22.89	$ 22.89	$ 22.89							
Security Guard Level V	Hourly	$ 23.00	$ 23.00	$ 23.00	$ 23.00							
Security Guard Level VI	Hourly	$ 24.00	$ 24.00	$ 24.00	$ 24.00							
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly	$ 17.97	$ 17.97	$ 17.97	$ 17.97							
Security Guard Level II	Hourly	$ 19.02	$ 18.97	$ 19.02	$ 19.02							
Security Guard Level III	Hourly	$ 21.00	$ 19.89	$ 21.00	$ 21.00							
Security Guard Level IV	Hourly	$ 22.89	$ 22.89	$ 22.89	$ 22.89							
Security Guard Level V	Hourly	$ 23.00	$ 23.00	$ 23.00	$ 23.00							
Security Guard Level VI	Hourly	$ 24.00	$ 24.00	$ 24.00	$ 24.00							
Emergency Response Security Guards - Armed	Hourly	$ 29.00	$ 29.00	$ 29.00	$ 29.00							
Emergency Response Security Guards - Unarmed	Hourly	$ 28.00	$ 28.00	$ 28.00	$ 28.00							

Exhibit D: Price Sheet
Security Guard Services
State Term Contract No.
92121500-24-STC

Contractor	Barkley Security Agency, Inc.

Initial Term Pricing

Ancillary Equipment

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly	$ 2.00	$ 2.00	$ 2.00	$ 2.00							
Vehicles - Golf cart	Hourly	$ 3.00	$ 3.00	$ 3.00	$ 3.00							
Vehicles - Automobile	Hourly	$ 5.00	$ 5.00	$ 5.00	$ 5.00							
Vehicles - SUV	Hourly	$ 5.00	$ 5.00	$ 5.00	$ 5.00							
Vehicles - 4WD truck	Hourly	$ 6.00	$ 6.00	$ 6.00	$ 6.00							
Vehicles - Bicycle	Daily	$ 16.00	$ 16.00	$ 16.00	$ 16.00							
Vehicles - Golf cart	Daily	$ 52.00	$ 52.00	$ 52.00	$ 52.00							
Vehicles - Automobile	Daily	$ 52.00	$ 52.00	$ 52.00	$ 52.00							
Vehicles - SUV	Daily	$ 52.00	$ 52.00	$ 52.00	$ 52.00							
Vehicles - 4WD truck	Daily	$ 55.00	$ 55.00	$ 55.00	$ 55.00							
Vehicles - Bicycle	Monthly	$ 250.00	$ 250.00	$ 250.00	$ 250.00							
Vehicles - Golf cart	Monthly	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00							
Vehicles - Automobile	Monthly	$ 1,410.00	$ 1,410.00	$ 1,410.00	$ 1,410.00							
Vehicles - SUV	Monthly	$ 1,450.00	$ 1,450.00	$ 1,450.00	$ 1,450.00							
Vehicles - 4WD truck	Monthly	$ 1,450.00	$ 1,450.00	$ 1,450.00	$ 1,450.00							

AFFIDAVIT IN COMPLIANCE WITH ANTI HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), being duly sworn, hereby attests under penalty of perjury that:

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative of the Entity.
3. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement in this declaration may subject me to criminal penalties.
5. I am authorized to provide this affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NOT.

_____
SIGNATURE OF AFFIANT

Affiant's Name: _____
Title: _____
Entity: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [____] physical presence or [____] online notarization, this _____ day of _____, 20_____, by _____.

_____
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary and Affix Notary Seal)

[___] Who is personally known to me, or
[___] Who produced identification; Type of identification produced: _____

_____

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.

Leon County
Board of County Commissioners

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator
Lead Staff / Project Team:	Nicki Paden, Assistant to the County Administrator for Legislative and Strategic Initiatives

Statement of Issue:

This item seeks the Board's acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls 2024 Annual Report.

Fiscal Impact:

This item has no fiscal impact. However, the County allocates $68,750 annually to the Oasis Center for Women & Girls (Oasis) for the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG). In addition, the Oasis Center receives additional funding through the Community Human Services Partnership (CHSP) process for other specific programs.

Staff Recommendation:

Option #1: Accept the Tallahassee-Leon County Commission on the Status of Women and Girls 2024 Annual Report (Attachment #1).

Report and Discussion

Background:

This item seeks the Board's acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls 2024 Annual Report (Attachment #1).

The Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) provides policy recommendations to the County and the City with the goal of promoting issues that affect women and girls in the community. The Oasis Center for Women & Girls (Oasis), a leading organization in the community on issues affecting women and girls, provides administrative support to the CSWG including assistance in the preparation of its annual report to the Board. The County and the City of Tallahassee (City) each provide funding for these services on an annual basis.

At its June 14, 2022 meeting, the Board approved the CSWG's request for increased funding for additional staffing and programming support related to the "CSWG 2.0: Proposal for Re-imagining and Expanding." At that time, the County and City each provided funding in the amount of $20,000, for a total of $40,000 annually. As detailed in the proposal (Attachment #2), the CSWG requested an increase of $48,750 from both the County and the City to increase the CSWG's staffing support, research capacity, development of digital resources, and programming and engagement. As approved, the County and the City's annual funding commitment is currently $68,750 each (for a total of $137,500). Overall, since establishment of the CSWG in 2013, the County has provided over $400,000 to the Oasis Center for the CSWG. In addition, the Oasis Center also receives additional funding through the Community Human Services Partnership (CHSP) process for other specific programs.

In October 2022, the CSWG hired a full-time Director to oversee and manage the efforts of the CSWG, who works in coordination with the Oasis's Executive Director, Kelly Otte, in implementing the "CSWG 2.0: Proposal for Re-imagining and Expanding." This item presents the Commission on the Status of Women and Girls 2024 Annual Report. The CSWG Director, Stephanie Shumate, will provide a brief presentation to the Board on the Annual Report and will be available to answer any questions.

Analysis:

The CSWG's 2024 Annual Report details program activities and services provided throughout the past year, as well as promotional efforts, partnerships, and other highlights. The following provides a summary of these efforts with additional information available in Attachment #1.

- ***Highlights of CSWG Program Activities and Services Provided in 2024:***
    - Expanded Staffing: In July 2024, Oasis hired a new part-time Program Assistant to provide additional administrative support for the CSWG. The CSWG also secures undergraduate interns from local universities every semester. In addition, the CSWG partnered with the Florida State University's Center for Leadership and Service to have a Community Ambassador placed with the CSWG during the Spring 2024 semester.

- 2024 Women and Girls Summit: The CSWG planned, organized, and hosted the Women and Girls Summit focused on Advocacy, Resilience, and Empowerment on April 15, 2024. The event included over 200 attendees, 60 volunteers, 19 sessions, and 45 sponsors.
- Supporting the Expansion of the County's Paid Parental Leave Policy: The CSWG advocated for the expansion of Leon County's Paid Parental Leave Policy. During the FY 2025 budget process, the Board approved increasing the Paid Parental Leave benefits to provide eight weeks of 100% paid leave for County employees following the birth or adoption of a child. Previously, the County provided full compensation for the first two weeks of parental leave followed by incremental reductions through week six.
- Free Childcare at CSWG Events: The CSWG established a new partnership with a local business, Seminole Sitters, to assist in providing free child care at all future CSWG hosted and partnered events and programming.
- Development of the CSWG's Digital Dashboard: The CSWG selected local data science firm, Knowli, Inc., to serve as the main developer of the CSWG's Women and Girls Wellbeing Dashboard which is anticipated to be launched by December 2024.

As noted previously, the CSWG Executive Director, Stephanie Shumate, will be available to answer any questions during the Board meeting.

Options:

1. Accept the Tallahassee-Leon County Commission on the Status of Women and Girls 2024 Annual Report (Attachment #1).
2. Do not accept the Tallahassee-Leon County Commission on the Status of Women and Girls 2024 Annual Report.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Tallahassee-Leon County Commission on the Status of Women and Girls 2024 Annual Report
2. CSWG's Proposal for Re-imagining and Expanding and Associated Increased Funding Request (June 2022)

EXHIBIT C
Agency Performance Report Format

Agency Name: The Oasis Center for Women and Girls
Agency Representatives: Kelly Otte (Executive Director) & Stephanie Shumate (CSWG Director)
Annual Report
October 1, 2023 - September 30, 2024

Please provide the following information and please keep the report to a maximum of five pages. (Not including attachments)

1. **Program Name:** Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG)

2. **Program Objective:** The CSWG is an Advisory body to the Leon County Board of County Commissioners and the Tallahassee City Commission. The City and County charged the CSWG with the responsibility of providing input and recommendations, as needed, on approaches with which to address issues affecting women and girls. This is the second year the CSWG is working under the CSWG 2.0 plan. The goal of CSWG 2.0 is to regularly assess gender equity and measure the well-being of women and girls locally and to provide leadership through research, policy and program development, education, outreach and collaboration, advocacy, and strategic partnerships. The CSWG is also tasked to develop and host a biennially women and girls summit, which was held on Monday, April 15th, 2024. The goal is to educate the community about issues and solutions important to women and girls, as well as provide an opportunity for women and girls to attend relevant workshops and connect with community partners.

3. **Summary of Program Activities and Services Provided To Date:** Oasis provides staff support to the CSWG including but not limited to administrative support (scheduling, publicly noticing, minutes), communication (internal and external), executive support (partnership development, strategic planning, and facilitation), event planning, research, reporting, budgeting, and accounting. The CSWG 2.0 Plan has been driving the work of the Commission for the last two years and is a nice foundation for years to come with the expanded scope of work with the CSWG. The 2.0 Plan originally had 13 goals and deliverables, progress from 23/24 is detailed as follows:

   1. Update, refine, and prioritize the previous 142 recommendations - The refined policy recommendations from last program year (22/23) were prioritized within each of our six dimensions (Economic Security, Education, Employment & Earnings, Health & Development, Political Equity, and Violence & Safety) this year and further research for those areas of focus was conducted on the committee level to guide potential policy changes. Research continues to occur to ensure comprehensive policy changes will be brought forth to the County and the City and will help guide the work of those committees for the next few years.

   2. Expand staffing - Oasis, in partnership with CSWG leadership, recently hired a new part-time Program Assistant (July 2024) and continues to secure undergraduate interns from local universities every semester. We have partnered with the Center for Leadership and Service at FSU to have a Community Ambassador placed with the CSWG during the Spring 2024 semester who assisted immensely with our 24 Hour Child Care Facility research project and have a new CAP student placed with the CSWG for a full academic year (August 2024-May 2025).

3. Restructure Committees - Nothing changed with our Committee Structure this program year, we still have our seven standing committees: Organizational and Bylaws Committee, and the six dimensions: Economic Security, Education, Employment & Earnings, Health & Development, Political Equity, and Violence & Safety. We also created and facilitated several ad hoc committees (Bicentennial, Dashboard, LGBTQ+, Nominating, Summit Planning, and WGC Collaborative).

4. Expand membership of committees - There was continued recruitment of key members of the public to serve on committees as Community Committee Members (CCMs). Those volunteers represent various sectors and areas of expertise. 85 Community Committee Members served on at least one CSWG Committee in this capacity during the 23/24 program year, that is 38 more CCM's than the 22/23 program year, a 80.85% increase.

Our CSWG Commissioners and Community Committee Members volunteered over 2,550 hours this past year, a 93.18% increase.

5. Develop a Strategic/Action Plan to guide the work and priorities of the CSWG for 1-3 years - We use the Action Plan created in July 2023 as a guide for the work this year and will continue to use it as a guide for the upcoming 24/25 year.

6. Coordinate Continuum Connection with Women & Girl Serving Organizations - The CSWG hosted two major community-wide connection events for women working in organizations whose mission includes serving women and girls. These events were held on 12/13/23 and 9/30/24. We also held a series of smaller events focused on specific topics on 1/16/24, 4/24/24, 6/4/24, 6/15/24, and 7/17/24 (Virtual Event). Over 50 different organizations and 130 people attended one or more of these events. We continue to edit and update the Collaborative Women and Girls Serving Organization database with organizations and individuals that provide direct services or information that pertains to Women and Girls issues and concerns.

7. Organize an Empowerment Summit for Women & Girls - The CSWG Summit was a major priority of the CSWG this program year and took quite a bit of planning and time commitment from CSWG staff and Commissioners. The Summit was hosted on Monday, April 15, 2024 at the FSU Turnbull Conference Center and the theme of the Summit was Advocacy, Resilience, and Empowerment. There were five tracks available for attendees to choose from: Advocacy, Resilience, Empowerment, Women Can Run, and a Youth specific track for our young women in attendance at the Summit. CSWG partnered directly with Leon County Schools to ensure we had at least two young women from every public high school present at the Summit.

The Summit kicked off with a luncheon and keynote speaker, Dr. Lisa Hinkelman, Founder and CEO of Ruling Our Experiences, ROX, a national nonprofit authority on girls that conducts large-scale national research with girls, delivers evidence-based programs in schools nationwide, and equips adults to better support and empower girls. Dr. Hinkelman also led a breakout session titled: *Confident Girls, Competent Women: Strategies for Cultivating Confidence and Leadership in a Complicated World.*

Over 200 people attended the Summit and 60 volunteers dedicated their time day-of to ensure the Summit was executed flawlessly. There was a community wide application process to solicit speakers and presenters, and we hosted 47 speakers or panelists, who provided engaging content at one of the 19 informative sessions.

The Summit Planning Committee consisted of 25 volunteers composed of CSWG interns, current and former Commissioners, CCM's, and other community partners who met monthly starting at the end of the 22/23 program year and then biweekly starting in February of

2024. The Committee secured over 45 organizations, businesses, or individuals to provide financial or in-kind sponsorships for the Summit. One of the biggest priorities for the Summit Committee was to ensure there would be free childcare for any attendee. Thanks to the partnership of Kids Incorporated of the Big Bend, for the entire duration of the Summit, 11:30am-7:30pm, we were able to provide free childcare at the Summit. This was a first for a community wide event of this kind and the CSWG is committed to providing childcare at all of our major community events.

The Summit was a huge success for the CSWG, and the community as a whole! Important issues and conversations focused on some of our most vulnerable citizens were elevated, along with ideas and potential solutions discussed, and connections and collaboration fostered to continue to improve the lives of women and girls in our community. The next CSWG Summit will be held in the 25/26 program year.

8. Develop a Digital Dashboard Measuring the Wellbeing of Women & Girls Lives - The development of the digital dashboard has proven to be a major undertaking and we are in final stages of contract negotiations with the data science company and a potential website design firm. The Wellbeing Dashboard's timeline has an anticipated launch by the end of the 2024 calendar year. The data science company, Knowli, and Reubin O'D. Askew School of Public Administration and Policy Lab at Florida State University, along with the CSWG's Dashboard Ad hoc Committee, will work diligently to wrap up this extensive project in the next few months.

9. Digital Resource Library (DRL) - We have gathered 100's of articles and digital resources organized utilizing the six dimensions. We are in the process of overhauling our website and there will be a dedicated page for this resource library on our new website in the next few months. It is a requirement of every CSWG Commissioner to submit at least one article or resource per month to the DRL.

10. Resource Development - We continue to work with the CSWG Commissioners to identify potential sources of funding for the work of CSWG 2.0, including foundations, individual donors, and state and federal funding. As stated above we did identify 40 organizations, businesses, and individual donors to fund the biennial Summit and continue to research additional funding for the Digital Dashboard of Wellbeing.

11. Community Calendar of Events - In June of 2023 we published the Tallahassee-Leon County Women & Girls Community Calendar on our CSWG website and this calendar is updated daily with events related to women and girls and important awareness months, weeks, and days. We also have a submission form on the website for organizations and nonprofits to directly submit events for us to add to the calendar. (https://tallahasseeleoncswg.com/meetings-event-calendar/)

12. Research and Provide Supplemental Information in Relation to the Anatomy of a Homicide Report - In a follow up publication to the Anatomy of a Homicide Report, the Leon County Community-Based Violence Intervention and Prevention Initiative: Phase I Report, domestic and intimate partner violence was included in the research conducted by the Center for Criminology and Public Policy Research for the Leon County Sheriff's Office. This report was published in October 2023.

13. Regular, On-Going Work - We organized and provided support to 11 monthly Commission meetings, (September 2024 Full Commission meeting was canceled due to Hurricane Helene) and the seven standing committees. In addition we organized six Ad Hoc Committees (Bicentennial, Dashboard, LGBTQ+, Nominating, Summit Planning, and WGC Collaborative) that meet as needed.

i. We hosted three community wide connection events on 12/13/23, 4/15/24 (Summit), and 9/30/24. These events were designed to foster connection and collaboration with organizations and individuals that work directly with women and girls in our community. Building a bigger collective impact among service providers and agencies in a gender specific manner is vital to the work of CSWG.

ii. We also hosted a series of smaller events focused on specific topics on 1/16/24 (Early Learning Coalition Tour), 4/24/24 (Economic Security Women Wednesday Event), 6/4/24 (Kids Inc. Tour), 6/15/24 (Tallahassee Police Department Youth Roundtable), and 7/17/24 (Women and Girls STEAM Women Wednesday Virtual Event).

4. Program Expenditures To Date: *Please see attached Financial Expenditures Report*

5. Personnel Positions Hired to Support Program:

Stephanie Shumate, CSWG Executive Director (10/22 - present)
Emily Friedlander, CSWG Interim Program Assistant (4/23 - 7/23)
Amanda Hernandez, CSWG Program Assistant (8/23 - 4/24)
Gabrielle Seibert, CSWG Program Assistant (7/24-present)
Unpaid Internships:
Emily Friedlander, CSWG Intern (1/23 - 4/23)
Amy Yao Hou, CSWG Intern (6/23 - 12/23)
Karley Gordon, CSWG Intern (1/24 - 7/24)
Daniela Vergara, Community Ambassador Program Student (1/24 - 4/24)
Rosario Barraza, Community Ambassador Program Student (8/24 - present)
Chloe Evers, Social Media & Marketing Intern (10/24 - present)

6. Summary of Promotional Activities, Fundraising, and Other Related Efforts To Date:

- We staffed an outreach table at five events this year to help bring awareness to the CSWG's work.
- We significantly increased the CSWG's social media footprint to help raise awareness of CSWG's work:

Facebook Analytics FY 23-24 vs. FY 22-23

- Reach: ↑**60.4%**
- Content Interactions: ↑**5.5%**
- Link Clicks: ↑**190.7%**
- Profile Visits: ↑**96.6%**
- Page Followers: ↑**23.3%**

Instagram Analytics FY 23-24 vs. FY 22-23

- Reach: ↑**112.3%**
- Content Interactions: ↑**100%**
- Link Clicks: ↑**100%**
- Profile Visits: ↓**0.9%**

LinkedIn Analytics FY 23-24 vs. FY 22-23

- Impressions: ↓**2.37%**
- Reactions: ↓**32.95%**
- Posts: ↓**31.48%**
- Page Views: ↑**60.69%**

- Followers: ↑**94.28%**
- Unique Visitors: 136
- Link Clicks: 195
- Members Reach: 2,925

7. List 5 highlights your agency has performed in the past six months:

LAST SIX MONTHS: April 1, 2024 - September 30, 2024

- Planned, organized, and hosted the Women and Girls Summit focused on Advocacy, Resilience, and Empowerment on April 15th, 2024 with over 200 attendees, 60 volunteers, 19 sessions, 5 tracks, and secured 45 sponsors to support the Summit financially. We provided FREE children enrichment activities for anyone attending the Women & Girls Summit through partnership with Kids Incorporated of the Big Bend.
- Worked with Leon County Human Resources Department and the Leon County Board of County Commissioners to expand the parental leave policy to 100% paid leave for 8 weeks for both parents with both birth and adoption. This new policy was unanimously approved by the BOCC and Leon County now has one of the most comprehensive parental leave policies in the state of Florida.
- Held meetings and started conversations with the City of Tallahassee Human Resources Department and City of Tallahassee Mayor and Commissioners to expand the current parental leave policy with the City of Tallahassee. We look forward to an expanded policy with the City in the coming months.
- Developed a partnership with a local business, Seminole Sitters, to assist in providing FREE child care at all future CSWG hosted and partnered events, and programming.
- Selected local data science firm, Knowli, Inc. to serve as the main developer of our Women and Girls Wellbeing Dashboard and we are in the final stages of negotiating the contract and scope of work of the Dashboard with an anticipated launch date in December 2024!

8. If possible, please provide participant program satisfaction data:

A satisfaction survey completed from our 04/15/24 Summit indicated:

- 94.4% said they were "Very Likely or Likely to have future involvement with the CSWG.
- 69% said they would "be interested in helping with the planning and execution of the next CSWG Summit."
- 69% said they would "be interested in serving as a Community Committee Member (CCM) or already serve as a CCM on one of the CSWG's standing Committees."
- 92.85% said they were"Very Satisfied or Satisfied" with the Advocacy Track breakout sessions.
- 100% said they were"Very Satisfied or Satisfied" with the Resiliency Track breakout sessions.
- 89.65% said they were"Very Satisfied or Satisfied" with the Empowerment Track breakout sessions.
- 100% said they were"Very Satisfied or Satisfied" with the Youth Track breakout sessions.
- 100% said they were"Very Satisfied or Satisfied" with the Women Can Run Track breakout sessions.

9. List any agency partnerships and collaborations related to this program

The CSWG has extensive partnerships and support from a wide array of organizations who attend our events, participate on committees, partner, collaborate, and present to the Commission. A comprehensive list is below.

The bolded organizations below represent someone serving from that group as a Community Committee Member on one of the CSWG committees.

- **2-1-1 Big Bend**
- **4 Generations**
- Achieving My Purpose
- **AMB Wealth Advisors**
- **Apalachee Regional Planning Council**
- Beta Delta Sigma Rhoers
- Big Bend AFTER Reentry Coalition
- Big Bend Cares
- Big Bend Homeless Coalition
- Boys & Girls Clubs of the Big Bend
- Boys Town North Florida
- Brehon Family Services
- Capital Area Community Action Agency
- **Capital Area Healthy Start Coalition**
- Capital City Chamber of Commerce
- Capital City Youth Development Corporation
- Capital Tea
- CareerSource Capital Region
- Children's Home Society
- Choosing Me Unselfishly LLC.
- Club 25
- Common Ground School
- **Connection First**
- **Consulting Together Community Outreach, Inc.**
- **Council on the Status of Men and Boys**
- **CSSJ Florida**
- Cultivating Queens
- DISC Village
- **Divine Revelations Ministries, Inc.**
- **Domestic Violence Coordinating Council**
- Domi Station
- **Early Learning Coalition of the Big Bend Region**
- Elder Care Services, Inc.
- **ESP Media**
- First Steps Prep Childcare Preschool
- Florida A&M University
- **FAMU BIHR**
- **FAMU TRIO**
- **FAMU Victim Advocacy Program**
- Florida Agency for Healthcare Administration
- Florida Commission on the Status of Women
- Florida Department of Corrections
- **Florida Department of Health in Leon**
- Florida Girls Initiative
- Florida Impact to End Hunger
- Florida State University
- **FSU Center for Academic Retention and Enhancement (CARE)**
- **FSU Center for Leadership & Service**
- **FSU MAAPP Program - Masters of Applied American Politics & Policy**
- FSU Panama City Pre-Collegiate Programs
- **FSU PCC TRiO Talent Search & CROP**
- FSU Upward Bound Program
- **FSU Votes**
- Foundation for Leon County Schools
- Foundation4ARTS
- Frenchtown Neighborhood Improvement Association
- GFWC Woman's Club of Tallahassee
- Girl Flo Project
- Girls on the Run Panhandle
- Girls Scouts of Gateway Council
- Girls2Divas
- Godby High School
- Good News Outreach
- Greater Frenchtown Revitalization Council, Inc.
- Greater Tallahassee Chamber of Commerce
- Guardian ad Litem Foundation

Oasis, page 6

- HAND Up Project, Inc,
- Haven for Healing, Wellness and Restoration, LLC
- Her Campus
- International Rescue Committee
- JahSunJewels LLC
- **Jim Moran Institute for Global Entrepreneurship**
- Junior Achievement Big Bend
- **Junior League of Tallahassee**
- **Kids Incorporated of the Big Bend**
- **Kile Consulting**
- **Ladies Learning to Lead**
- **Leadership Tallahassee**
- **League of Women Voters**
- Legal Services of North Florida
- Leon County Children's Services Council
- **Leon County Health Department**
- Leon County School District
- **Leon County Schools Early Childhood Education Programs**
- **Leon County Sheriff's Office**
- Life Skills and Leadership Training
- Lutheran Social Services of North Florida
- Mayor's LGBTQ Advisory Council
- **Melanin Mothers Meet**
- **NAMI- Tallahassee**
- National Society of Black Women in Medicine
- **Neighborhood Medical Center**
- Notable Impressions
- Oasis Center for Women and Girls
- **Office of Economic Vitality**
- P.E.O.
- Pace Center for Girls
- Pittman Law Group
- **Planned Parenthood**
- **Precision Building & Renovating**
- Project S W A N Inc
- Public Defender's Office, Second Judicial Circuit
- Reclamation of Royalty
- **Refuge House**
- Reproductive Benefits Group Fund
- Rotary Youth Camp
- **Rx Consulting**
- Safe Families for Children - North Florida
- Second Harvest of the Big Bend
- Seminole Sitters
- **SG Mental Health Counseling**
- **She Academy Inc.**
- She's A Rose
- Sickle Cell Foundation, Inc
- Sister Girls
- Sister to Sister
- South City Foundation
- STEMS4Girls, Inc.
- Strong Women in Heels, Inc
- Superior Realty Group
- **Survive and Thrive Advocacy Center**
- Talent Search and College Reach Out Program - FSU
- **Tallahassee Community College**
- **Tallahassee Community College Police Department**
- Tallahassee Lassie Pet Care, LLC
- Tallahassee Memorial Hospital
- Tallahassee Police Department
- Tallahassee Senior Center/Citizen's Foundation
- Tallahassee State College
- The Learning Pavilion
- **The Ounce of Prevention Fund of Florida**
- Trydent Consulting
- Turn About, Inc.
- **Unconquered by Debt - FSU**
- Unitarian Universalist Church of Tallahassee
- United Faculty of Florida

- United Partners for Human Services
- VolunteerLEON
- WFSU Public Media
- Whole Child Leon
- **Women Wednesdays**
- Yep She Kan Network, Inc
- Young Engineers Tallahassee
- Youth Leadership Tallahassee
- Zonta Club of Tallahassee

CSWG 23/24 Year End

	23/24 Actual	
Revenue		
4100 Grants		
4120 City and County	137,500.00	
Carry Forward	12,352.00	1
4505 CSWG Summit	18,770.11	
Revenue	**$ 168,622.11**	
Expenditures		
6020 Community Relations	120.00	
6070 Communications	1,500.00	
6110 CSWG Community Events	624.00	
6111 CSWG Summit Event	12,735.76	2
6150 Dues and Subscriptions	250.00	
6160 Employee Screenings	129.00	
6170 Copy Machine Maintenance	500.00	
6200 Gas/Mileage/Transportation	250.00	
6300 Insurance		
6330 General Package Liability	2,000.00	
Total 6300 Insurance	**$ 2,000.00**	
6410 IT Support	1,271.20	
6411 IT- CSWG	0.00	
6420 Licenses/Permits/Reports	0.00	
6440 Marketing		
6460 T-shirts	750.00	
Total 6440 Marketing	**$ 750.00**	
6465 Meeting Expenses	100.00	
6470 Miscellaneous	140.09	
6500 Occupancy		
6501 Rent	1,313.69	
6510 Maintenance & Repair	0.00	
6505 Utilities	1,852.31	
Total 6500 Occupancy	**$ 3,166.00**	
6600 Office Supplies	1,602.06	
6610 Computer Peripheral	7.99	
6620 Computer Software	39.95	
Total 6600 Office Supplies	**$ 1,650.00**	
6630 Travel	208.19	
6700 Payroll Expenses		
Total 6700 Payroll Expenses	**$ 116,412.73**	
6740 Postage and Delivery	156.35	
6750 Printing	484.09	
6760 Professional Fees		

6761 Accounting		2,000.00
Total 6760 Professional Fees	**$**	**2,000.00**
6800 Program Expense		
6860 CSWG		3,423.05
Total 6800 Program Expense	**$**	**3,423.05**
6920 Staff Training		105.00
6923 Staff Events/Appreciation		149.85
Total Expenditures	**$**	**148,125.31**
Net Operating Revenue	**$**	**20,496.80**

$8,352.00	1
$4,000.00	1
6,034.35	2
$2,110.45	
$20,496.80	

CSWG 24/25 Budget

		24/25 Budget
Revenue		
4100 Grants		
4120 City and County		137,500.00
Carry Forward		20,496.80
4505 CSWG Summit		0.00
Revenue	**$**	**157,996.80**
Expenditures		
6020 Community Relations		0.00
6070 Communications		1,000.00
6110 CSWG Community Events		800.00
6111 CSWG Summit Event		0.00
6150 Dues and Subscriptions		200.00
6160 Employee Screenings		75.00
6170 Copy Machine Maintenance		540.00
6200 Gas/Mileage/Transportation		100.00
6300 Insurance		
6330 General Package Liability		2,000.00
Total 6300 Insurance	**$**	**2,000.00**
6410 IT Support		750.00
6411 IT- CSWG (DASHBOARD/WEBSITE)		15,000.00
6420 Licenses/Permits/Reports		250.00
6440 Marketing		
6460 T-shirts		300.00
Total 6440 Marketing	**$**	**300.00**
6465 Meeting Expenses		0.00
6470 Miscellaneous		150.00
6500 Occupancy		
6501 Rent		3,000.00
6510 Maintenance & Repair		500.00
6505 Utilities		2,000.00
Total 6500 Occupancy	**$**	**5,500.00**
6600 Office Supplies		1,922.91
6610 Computer Peripheral		0.00
6620 Computer Software		200.00
Total 6600 Office Supplies	**$**	**2,122.91**
6630 Travel		500.00
6700 Payroll Expenses		
Total 6700 Payroll Expenses	**$**	**123,458.89**
6740 Postage and Delivery		100.00
6750 Printing		300.00
6760 Professional Fees		

6761 Accounting		2,000.00
Total 6760 Professional Fees	**$**	**2,000.00**
6800 Program Expense		
6860 CSWG		1,500.00
Total 6800 Program Expense	**$**	**2,500.00**
6920 Staff Training		200.00
6923 Staff Events/Appreciation		150.00
Total Expenditures	**$**	**157,996.80**
Net Operating Revenue	**$**	**-**

The Tallahassee/Leon County Commission on the Status of Women & Girls
CSWG 2.0: Proposal for Re-imagining and Expanding (June 2022)

I. Summary

The Tallahassee/Leon County Commission on the Status of Women & Girls (CSWG) and The Oasis Center for Women & Girls are requesting an increase in funding from both the City of Tallahassee and Leon County of $68,750 each. The additional funds will enable the CSWG 2.0 to provide tangible, measurable outcomes on the changes in women's lives using six dimensions of well-being for women: (1) Health & Development, (2) Safety, (3) Education, (4) Employment & Earnings, (5) Economic Security, and (6) Political Equity, and then publish an annual Well-Being Indicator for women and girls living in Leon County.

The CSWG will impact positive change using research to craft policy and program recommendations, develop educational material to help with outreach and advocacy, and collaborate to forge strategic partnerships. CSWG 2.0 will enable the CSWG to lead more effectively by providing full-time and increased staffing, programming support, event funding, research support, and more, as outlined below. In addition, the CSWG will review, refine, and update the 142[3] recommendations they've previously made to improve the lives of women and girls in Tallahassee/Leon County.

These improvements are necessary in order to provide increased service to the Tallahassee City Commission and the Leon County Board of County Commissioners, and in turn, improve the lives of women and girls as well as the overall quality of life in our community.

II. The Why

When women thrive, their families and community prosper. Yet despite decades of progress in job opportunities, earnings, and political leadership, women still face persistent barriers to attain economic security, safety from gender motivated violence, physical and mental health care, and representation in elected positions. The economic, health, safety, and leadership disparities are particularly acute for women of color (who face the compounding effects of racism and sexism), women with disabilities, LGBTQIA+ women, and other marginalized groups who face discriminatory practices unique to them. The COVID-19 health and economic crisis has only exacerbated these inequalities, thereby endangering the progress some women have been able to achieve in their workplace, home, and community.

III. History

In April of 2011, The Leon County Board of County Commissioners (County) established the Leon County Commission on the Status of Women and Girls as an advisory committee. In March of 2013, the City of Tallahassee (City) joined the County and created the new Tallahassee/Leon County Commission on the Status of Women & Girls (CSWG)[4]. By jointly establishing and funding the CSWG, the City and County took a strong stand in support of women and girls in our community. For the past 11 years, both the City and County have annually reaffirmed their support.

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[1] All references to 'women and girls' include gender-expansive individuals (cis women and girls, trans women and girls, nonbinary individuals, gender-nonconforming individuals, genderqueer individuals, and any women or girl identified individuals).

[2] Oasis and the CSWG invited all former and current CSWG Commissioners, the Oasis board of directors and staff to begin working on this reimagining of the CSWG. This was followed by a smaller group that utilized the information gathered and began to outline a plan. This plan was drafted by the CSWG and Oasis leadership and approved by unanimous vote by both the CSWG and the Oasis Board of Directors.

[3] See page 7 for a list of the recommendations.

[4] See page 13 for the March 2013 Joint Resolution.

The 2013 Joint Resolution states, in part: *WHEREAS, while there has been significant progress made, there is still work to be done before women and girls achieve economic, education, and employment parity, and WHEREAS, we must understand the current challenge that face our female citizens to best equip women and girls with the knowledge, skills, and equal access to reach for the promise of tomorrow.*

The resolution further states the CSWG shall have as its goal the promotion of awareness of issues that affect women and girls in the community, including, but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence, and more.
The City and County charged the CSWG with the "responsibility of providing input and recommendations, as needed, on approaches with which to address issues affecting women and girls."

II. The Commissioners

The CSWG is composed of twenty-one commissioners who volunteer their time. Fourteen of the commission seats are appointed by City and County Commissioners. The remaining seven seats are filled by the CSWG and ratified by the City and County.[5] Terms are for two years, and commissioners may be reappointed for two additional terms, not to exceed three consecutive terms, or six years. The CSWG is governed by bylaws approved by the body and by both the City and County.[6] To date, ninety-two women have served as commissioners.

III. The Oasis Center for Women & Girls (Oasis)

The Oasis Center, a leading organization in the community on issues affecting women and girls, provides all administrative support to the CSWG. The County and City each provide funding in the amount of $20,000 for these services. As approved by the Board in 2011, one-half of the County's funding ($10,000) is provided to the Oasis Center specifically for research and development support to the CSWG. By contracting with Oasis for administrative support, this staffing model facilitates collaborative development, with input from related organizations, of research and policy recommendations that address the unique needs of women and girls in the community.

IV. Structure

The CSWG utilizes a committee structure to accomplish its work. The scope of the committees has changed over the years but has centered around economic security, education, health, development, violence and safety, girls, crime, and justice. In addition, the CSWG has an Organizational and Bylaws Committee focused on the operational aspects of the CSWG and is composed of the Chair, Vice-Chair and Committee Chairs.

V. CSWG 1.0

For more than 11 years, the CSWG has researched, identified inequities in practices and conditions that affect women and girls, and made recommendations to address inequities. Established as an Advisory Committee in 2011 in Leon County and in 2013 as a joint City/County effort, the CSWG first tackled the almost total lack of consolidated and local information available to answer the question 'what is the status of women and girls in Tallahassee/Leon County?'. The amount of research the CSWG has compiled and produced on a wide array of issues such as maternal health, sexual violence, workplace violence, crime and women and girls and much more is provoking and has led to the CSWG making 142 recommendations on policies, practices, or actions that could improve the lives of women and girls in our community.

[5] See page 18 for a complete list of CSWG Commissioners since 2011.
[6] See page 19 for a copy of the current Bylaws.

Annual Reports[7]: Since 2012, the CSWG has provided the City and County with annual reports detailing the status of women and girls in Tallahassee/Leon County. Each of these reports is important, unique, novel in its research, and all have made intentional recommendations aligning with gaps or needs. Moreover, each report compiles data from multiple sources to provide an overall depiction of issues impacting the lives of women and girls.

IX. Challenges and Opportunities

Data and information about the status of women and girls in Tallahassee/Leon County were woefully inadequate prior to the creation of the CSWG, and it is appropriate that the first chapter of its work was focused on gathering reliable information and data.

A challenge for the CSWG has been limited funding, which currently only allows for one part-time coordinator position. Part-time positions largely attract college students, and while there have been outstanding coordinators, the turnover of staff prevents long-term strategies and seriously limits the CSWG's ability to nurture and maintain strong partnerships. While the volunteer commissioners are hardworking and dedicated, increased professional staff is necessary to move the CSWG to the operating level required to expand its reach and increase its outcomes.

Lack of consistency from year to year and the inability to move recommendations to action are identified by both current and former commissioners as the greatest challenges for the CSWG. Adequate staffing is key to addressing these challenges.

Additional stakeholders must be consulted, engaged, and undertake mutual ownership in addressing the issues facing women and girls. Inclusion of and engagement by community members, not just agencies and organizations, is critical.

There are ninety-two former CSWG commissioners who are being underutilized. Many of them have expressed a strong willingness to work with the CSWG, yet appropriate staffing is needed to organize these efforts.

IX. CSWG 2.0

In April 2022, The CSWG and Oasis convened two meetings to discuss the future of the CSWG and reimagine its future. Both meetings involved current and former CSWG commissioners, as well as staff and board members of The Oasis Center for Women & Girls. The draft of this plan was then presented to The Oasis Center for Women and Girls' Board of Directors at their meeting on April 22, 2022, and the full CSWG at their meeting on April 29, 2023. Both the CSWG and the Oasis Board of Directors unanimously and enthusiastically approved this plan.

The goal of the CSWG 2.0 will be to regularly assess gender equity and measure the wellbeing of women and girls locally and to provide leadership through research, policy and program development, education, outreach and collaboration, advocacy, and strategic partnerships. We anticipate these efforts will direct the work of the CSWG for several years.

Changes that are necessary to meet these outcomes are:

Update, refine, and prioritize the 142 recommendations, develop strategies to address them, make policy recommendations, and convene interested parties to produce results.

[7] Visit the CSWG website to review the annual reports. https://tallahasseeleoncswg.com/research-publications

Expand staffing to include a full-time Executive Director and a part-time administrative support position. Oasis, in partnership with the CSWG, will hire a full-time skilled leader/manager to serve as Executive Director and who will oversee the administrative needs of the CSWG, identify and engage stakeholders, monitor, evaluate, and report about the CSWGs activities and outcomes; organize the annual summit, town hall meetings, listening sessions, maintain an active website including dashboard (see outcomes below), supervise interns, expand the research capacity of the CSWG, strengthen the CSWG's relationships with the City and County; expand the involvement of the CSWG commissioners in supporting the work of the City and County. There will be a part time administrative support person whose responsibilities will include recording and transcribing minutes, maintaining the website, and conducting research.

Restructure Committees to be more closely aligned with the six dimensions of women and girls' wellbeing in our community, including (1) Health & Development; (2) Safety, (3) Education, (4) Employment & Earnings; (5) Economic Security; and (6) Political Equity, as well as subcommittees on topics such as Single Mothers, Housing & Homeless, Maternal Health, Sexual Violence, etc., or a similar structure.

Expand membership of committees to include former CSWG commissioners, direct service organizations, and experts from FAMU, FSU, and TCC working on those issues, such as Whole Child & the Leon County Health Department, Refuge House, Survive and Thrive Advocacy Center, the Domestic Violence Coordinator Committee, Leon County School District, Big Bend Minority Chamber, Oasis, Pace Center for Girls, Big Bend Homeless Coalition, She Academy, LCSO, TPD, and many more.

Develop a strategic plan guiding the work and priorities of the CSWG for 1-3 years, including the development of performance indicators and other metrics to evaluate, analyze, and measure defined goals and desired outcomes. Planning will include focus groups with diverse women and girls and involvement of both City and County staff.

Coordinate Continuum Connection with Women & Girl Serving Organizations: The CSWG 2.0 will host quarterly meetings with organizations and agencies that serve women and girls to increase awareness of available resources, increase coordination, collaboration, and information sharing. The CSWG 2.0 will utilize these meetings to share key findings from its research.

Organize an Empowerment Summit for Women & Girls: CSWG 2.0 will develop and host a bi-annual summit. The goal is to educate the community about issues and solutions important to women and girls, as well as provide an opportunity for women and girls to attend relevant workshops and connect with community partners.

Develop a Digital Dashboard Measuring the Wellbeing of Women & Girls Lives: CSWG 2.0 will create a tool that measures the six dimensions of women and girls' wellbeing[8] using data from available sources, such as state agencies, law enforcement, the school district, providers, etc. to highlight current information. Each dimension will be composed of indicators that have been standardized and combined to create dimension scores, on a scale from zero to 100. The six-dimension scores will be combined to create an overall Women's Well-Being Index score for Tallahassee/Leon County. The CSWG 2.0 will approach the Jim Moran Center, the local colleges of Economics and other local university professors and/or students to create this dashboard. This Wellbeing Indicator will be a very useful tool to measure the effectiveness of efforts over time.

[8]Health & Development, Safety, Education, Employment & Earnings, Economic Security, and Political Empowerment.

Digital Resource Library: CSWG 2.0 will create a library of articles available on their website. The Articles will be categorized by key topic areas, and available to all citizens who are looking for articles about women and girls. The digital article Library will also be linked to other article libraries throughout the web. The goal is to have an extensive resource for the community as well as the nation.

Resource Development: The Executive Director will work with CSWG commissioners and Oasis to identify potential sources of funding for the work of CSWG 2.0, including foundations, individual donors, and state and federal funding. A key priority will be identifying additional funding for the Digital Dashboard and Wellbeing Indicator and the bi-annual summit.

Community Calendar of Events: The CSWG 2.0 will work with a web designer to develop a web-based community-wide calendar of events related to women and girls.

Research and Provide Supplemental Information in Relation to the Anatomy of a Homicide Report. The CSWG will work with the Leon County Sheriff's Office and other partners to identify data related to women and girls and homicides in Leon County. This complementary supplement to the Anatomy of a Homicide Report will review the role that women play in the lives of the men who commit homicides, as mothers, girlfriends, and victims, as well as women as perpetrators of homicide.

Regular, On-Going Work: The CSWG 2.0 will continue hosting issue-oriented events, town halls and listening sessions, schedule regular meetings with City and County Commissioners and staff and produce a midyear and annual report of activities and outcomes.

X. Budget

Description	CSWG 2.0	Current CSWG
Personnel (CSWG Executive Director $82,500 including benefits; Oasis Executive Director (supervision, contract responsibility, expertise, facilitation) $12,000; Administrative Support @ 20 hrs./week x $15/hour = $18,500 including benefits)	$112,500	$28,500
Operating Expenses (rent, communication, utilities)	$5,000	$4,300
Liability Insurance (property, professional liability)	$1,000	$1,000
Events (Public Hearings, Town Halls, Provider Meetings, Annual Meeting, etc. room rental, fees and babysitting and food for attendees)	$3,500	0
Committee Activities	$1,000	$450
Supplies	$1,650	$200
Equipment	$600	$600
Professional Services (Accounting, bookkeeping)	$1,000	$750
Mileage Reimbursement	$500	$0
Staff training	$500	$280
Graphic Design, Printing	$1,500	$1,500
Algorithm Development/Website/Dashboard Programming/Design	$10,000[9]	0
Strategic Planning, Annual Retreat, New Commissioner Orientation	$2,500	$1,000
Misc. Expenses (social media ads for events, plaques for service, etc.)	$250	$700
Food at meetings	$0	$720
Total	**$141,500[10]**	$40,000

[9] Two-year expense to develop algorithm, design website and maintenance thereafter.
[10] $68,750 each from the City and County + $4,000 in donations received in 2022.

Leon County
Board of County Commissioners

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: 2024 Annual Affordable Housing Advisory Committee Report of Recommendations

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Shington Lamy, Assistant County Administrator
Lead Staff / Project Team:	Abigail Thomas, Director, Human Services & Community Partnerships Jelani Marks, Housing Services Manager Chelisa Kirkland, Affordable Housing Coordinator

Statement of Issue:

This item seeks Board acceptance of the 2024 Annual Affordable Housing Advisory Committee Report of Recommendations, and adoption of the Resolution in support of the proposed revisions to the County's State Housing Initiatives Partnership Local Housing Assistance Plan.

Fiscal Impact:

This item has a fiscal impact. The proposed revision to the County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan includes additional upfront costs for the installation of HVAC systems with higher energy standards utilizing County SHIP funds. As provided in the Analysis section, this investment is estimated to provide homeowners an average savings of 15% in utility costs.

Staff Recommendation:

Option #1: Accept the 2024 Annual Affordable Housing Advisory Committee Report of Recommendations (Attachment #1).

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

Report and Discussion

Background:

This item seeks Board acceptance of the 2024 Annual Affordable Housing Advisory Committee (AHAC) Report of Recommendations (Attachment #1), and adoption of the Resolution in support of the proposed revisions to the County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Attachment #2).

SHIP is administered by the Florida Housing Finance Corporation and is the primary source of funding for Leon County's Housing programs which serve to increase and preserve the stock of affordable housing in Leon County. The SHIP program funds a variety of the County's housing programs, such as Down Payment Assistance, Emergency Home Repair, Home Rehabilitation, Home Replacement, Rental Development and Homeownership Development. Section 420.9072, Florida Statutes, requires each jurisdiction that receives SHIP funding to create an AHAC that shall submit an annual report of recommendations.

As established in Florida Statutes, the AHAC is comprised of at least eight but no more than 11 Leon County citizens appointed by the Board that represent various organizations and industries. On September 17, 2024, the Board created a new membership category for AHAC appointment, 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. Applications for appointment to the new seat will be brought to the Board for consideration in early 2025.

The AHAC's main responsibility is to review the established policies and procedures, ordinances, land development regulations, and the comprehensive plan, and to recommend specific actions or initiatives which encourage or facilitate development of affordable housing, while protecting the ability of property to appreciate in value. The Leon County AHAC is required to submit an annual report to the Board of County Commissioners that includes recommendations on the implementation of affordable housing incentives found in Section 420.9076 (4)(a) - (k), Florida Statutes. Recommendations may include modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions, including recommendations to amend the comprehensive plan and corresponding regulations, ordinances, and other policies. Policy recommendations often include amendments to the Leon County SHIP Local Housing Assistance Plan (SHIP-LHAP), which governs the provision of SHIP-funded affordable housing programs and must be adopted by the Board.

As required by Statute, the AHAC's Annual Report of Recommendations (Annual Report) must be adopted by a majority of its members at a public hearing. The Leon County AHAC held its public hearing on November 6, 2024. The AHAC is required to submit its Annual Report of Recommendations to the Board no later than December 31, 2024. The Annual Report must include recommendations on the implementation of affordable housing incentives identified in Florida Statutes. The AHAC's Annual Report recommends that the County maintain current practices for incentives identified in Florida Statutes. Per Florida Statutes, within 90 days of receipt of the

AHAC Annual Report, the Board must adopt an amendment to its SHIP-LHAP incorporating any of the recommended changes that it intends to implement.

The Annual Report includes a recommendation to revise the green building and energy savings requirements for the County's housing programs in the County's SHIP-LHAP (Attachment #2) by updating the minimum energy efficiency ratings required for air conditioning systems replaced or installed in the County's affordable housing projects, which would result in lower monthly utility costs for affected households. The Analysis section also provides an update on the development of an inclusionary housing ordinance with the City as recommended by the AHAC and subsequently directed by the Board. The update includes recent actions taken by the Florida Legislature to address affordable housing and its ongoing impact in the development of the inclusionary ordinance which is expected to be brought back to the Board in spring 2025.

Analysis:

During 2024, the Leon County AHAC held six public meetings to produce the recommendations included in the Annual Report, including two joint meetings with the City of Tallahassee AHAC. On November 6, 2024, the County AHAC conducted a public hearing, as required by Florida Statutes, to adopt its 2024 Annual Report of Recommendations.

As previously stated, Florida Statutes requires that the AHAC Annual Report address the incentives identified in Section 420.9076 (4)(a)-(k). These incentives include expedited permitting for affordable housing projects, the allowance of affordable accessory dwelling units in residential zoning districts, the allowance of flexible lot configurations, and the support of development near transportation hubs and major employment centers, all of which the County currently has in place. The 2024 AHAC Annual Report addresses the incentives that the County currently has in place and recommends continuing the current practices.

As mentioned earlier, the Annual Report notes that the action taken by the Board to create a new membership category on the AHAC 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 vacant seat on the AHAC is anticipated to be filled in early 2025 with a candidate that meets the new membership qualification. The opportunity to apply is being promoted through the County's website, social media, and the County Link newspaper advertisement. In addition, the County is working in coordination with the Tallahassee Housing Authority, which administers the Housing Choice Voucher Program in the community; Legal Services of North Florida, which assists low-income residents with housing evictions issues; and other local partners to notify citizens about the opportunity to serve on the AHAC.

Recommended Change to the Leon County SHIP-LHAP

In its 2023 Annual Report, the County AHAC recommended that County staff explore ways to encourage "design excellence" by further incorporating energy efficiency and accessibility requirements for affordable housing projects into the County's SHIP-LHAP. On February 7, 2024, the AHAC held a workshop on Green Building and Energy Saving Requirements, featuring an

overview of the current requirements included in the County's SHIP-LHAP and a presentation by ReThink Energy Florida on recommendations for potential updates to the County's energy-saving requirements. ReThink Energy Florida is a non-profit organization dedicated to educating and engaging the public on energy issues, including the use of fossil fuels and the need for renewable energy and diminished energy consumption.

Citing air conditioning costs which tend to be a leading driver of utility expenses in the average household, ReThink Energy Florida recommended that the AHAC consider increasing the minimum Seasonal Energy Efficiency Ratio (SEER) rating required for Heating, Ventilation and Air Conditioning (HVAC) units installed in the County's Home Rehabilitation, Home Replacement, Emergency Repair, Homeownership Development and Rental Development projects, which would result in lower monthly utility bill amounts for the affected low-income households. SEER is a measurement of the efficiency of an HVAC system. Currently, the SHIP-LHAP requires that, when economically feasible, the County and its contractors utilize Energy Star-certified central HVAC units with a minimum SEER rating of 14, and packaged HVAC units with a minimum SEER rating of 11.7. The AHAC recommends updating the energy saving requirements in the SHIP-LHAP to include Energy Star-certified central HVAC units with a minimum SEER rating of 15 and packaged air conditioning units with a minimum SEER rating of 14, in line with national standards from the U. S. Department of Energy. The updated SEER rating minimum is expected to increase the cost of the HVAC system installed in homes rehabilitated or replaced by the County with SHIP funding seven percent (7%) and provide the homeowners an average savings of 15% in utility costs.

Inclusionary Housing Policy and the Live Local Act

In 2021, the County AHAC recommended jointly with the City AHAC that the County and City adopt a uniform inclusionary housing ordinance. The intent of an inclusionary housing ordinance is to increase production of affordable housing units within high market rate developments for low-to-moderate income households to encourage economic integration and access to high-quality amenities such as schools. In February 2022 the County Commission and City Commission directed County and City staff to partner with the Florida Housing Coalition (FHC), which provides local governments technical support on the implementation of the SHIP program, to draft Inclusionary Housing Ordinances for the County and City to be considered by the County Commission and City Commission, respectively. Since that action, the Legislature adopted the Live Local Act in 2023 to encourage greater private sector investment in affordable housing which included providing up to 100% property tax exemption for rental units restricted to low-income and workforce housing as well as preempting local governments from regulating the zoning, density, or height for certain multifamily rental developments in any area zoned for commercial, industrial, or mixed-use. In 2024, the Legislature made changes to the Live Local Act providing some local governments the ability to opt-out of the property tax exemptions for certain housing projects and clarification on the preemption of certain zoning areas.

The County and City have been working with FHC to evaluate the impacts of the Live Local Act and ensure that an inclusionary housing ordinance aligns with the recent actions taken by the Legislature. The proposed ordinance would include incentives that align with the Live Local Act and other statutory authority and/or requirements to increase the stock of affordable housing. The

final recommendation of an inclusionary housing ordinance is expected to be brought to the Board in spring 2025. The consideration and adoption of a uniform inclusionary housing ordinance would be taken up by the Board and City Commission separately.

The Live Local Act will also be detailed in the item requested by the Board on November 19, 2024 regarding the Capital Area Justice Ministry's proposal to shift a percentage of the County's portion of infrastructure surtax proceeds dedicated to transportation and road projects, to affordable housing. That item will highlight the variety of incentives available to developers through the Live Local Act to build affordable housing in the community which includes up to 100% property tax exemption and its financial impact to Leon County.

Options:

1. Accept the 2024 Annual Affordable Housing Advisory Committee Report of Recommendations (Attachment #1).
2. Adopt the Resolution approving the proposed revisions to FY 2024 – 2026 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan (Attachment #2).
3. Board Direction.

Recommendation:

Options #1 and #2

Attachments:

1. 2024 Annual Affordable Housing Advisory Committee Report of Recommendations
2. Resolution and revised FY 2024-2026 Leon County SHIP Local Housing Assistance Plan

Affordable Housing Advisory Committee

2024 Report of Recommendations

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EXHIBIT A: NOTICE OF PUBLIC HEARING

AFFORDABLE HOUSING ADVISORY COMMITTEE

November 6, 2024

Dear County Commissioners,

It is with immense honor that I submit the Leon County Affordable Housing Advisory Committee's 2024 housing policy recommendations for your consideration and acceptance.

During 2024, our Committee received presentations and considered invaluable input from County staff and community organizations, hosted two joint meetings with the City of Tallahassee Affordable Housing Advisory Committee and held hours of deliberation and discussion. Through these processes, we crafted the recommendations in this report, which the Committee feels strongly will enable the County to continue to address housing affordability issues within our community and as such the Committee approved all recommendations unanimously.

On behalf of the Committee, please accept our gratitude for allowing us to serve our fellow citizens in this capacity. We are deeply appreciative of the continuing commitment this Board has toward ensuring all citizens of Leon County have affordable housing options.

Sincerely,
Lawrence Tobe

Affordable Housing Advisory Committee Chair

Executive Summary

Section 420.9076, Florida Statutes, requires that each jurisdiction in Florida receiving State Housing Initiatives Partnership (SHIP) funds shall appoint an eight- to eleven-member Affordable Housing Advisory Committee (AHAC). Each member represents a different role in the affordable housing industry. The AHAC is mandated to review Comprehensive Plan Elements, County Ordinances, Land Development Regulations, and County Policies and Procedures to identify regulatory barriers to affordable housing and to recommend incentives to create more affordable housing. Section 420.9076, Florida Statutes, requires the Committee to produce a report to submit to the County Commission and to the Florida Housing Finance Corporation (FHFC) annually by December 31st or risk the forfeiture of annual allocations of SHIP funds.

The Committee met a total of six (6) times in 2024; four (4) times as the individual Committee, and two (2) times jointly with the City of Tallahassee (City) AHAC. Committee members reviewed various County documents as required by law as well as the *2023 County Affordable Housing Advisory Committee Report of Recommendations*. The Leon County AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report, which details the scope of the Committee's work and the resulting recommendations, to the Board of County Commissioners, Florida Housing Finance Corporation, and the Florida Housing Coalition as required by Florida Statutes. The final report was also sent to the Directors of the Tallahassee-Leon County Planning Department, Development Services and Environmental Management Department, County Attorney's Office, Real Estate Management Department, and the City of Tallahassee Housing and Community Resilience Department for review.

Summary Table of Recommendations

All AHAC recommendations were discussed and voted upon by members. Table #1 provides a summary of 2024 AHAC Recommendations. As reflected in Table #1, the AHAC recommends the continued practice of statutorily required incentives. Over the past year, the AHAC has been working with the City AHAC to provide County and City Staff input on recommendations for the development of a uniform inclusionary housing ordinance.

Table #1: Summary of 2024 Affordable Housing Advisory Committee Recommendations Table

Subject	Committee Recommendation
Section 420.9076 (4) (a) Expedited Permitting	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (b) No Impact Fees	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (c) Flexible Densities	**Recommendation:** None.
Section 420.9076 (4) (d) No Special Capacity Provisions	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (e) Allowance of Affordable Accessory Units	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (f) Reduction of Parking Requirements	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (g) Flexible Lot Configurations	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (h) No Modified Street Requirements	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (i) Collaborative Policy Evaluation	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (j) Inventory of Locally Owned Public Lands	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (k) Support of Development Near Transportation Hubs	**Recommendation:** Maintain the current practice.

BACKGROUND

In 1992, the Florida Legislature enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session Laws (the "Sadowski Act"), allocating to local governments a portion of documentary stamp taxes on deeds for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act, codified at Florida Statutes, Sections 420.907-420.9079 (SHIP Statutes). The SHIP Statutes require participating local governments to establish an Affordable Housing Advisory Committee (AHAC) which is responsible for reviewing and evaluating all aspects of the County's housing activities that impact the production of affordable housing and is specifically directed to consider and evaluate the implementation of the incentives set forth at Section 420.9076(4).

In 1993, the Board of County Commissioners (Board) incorporated SHIP Act provisions by adopting Ordinance No. 93-2, which was codified in the Code of Laws of Leon County at Chapter 8, Article V, Sections 8-151 through 8-156, entitled Affordable Housing Assistance (Code of Laws). Since its establishment, the Board has adopted ordinances in 2007, 2016, and 2020 amending the Code of Laws, to align its provision with amendments to the SHIP.

Most recently, in 2020 the Florida Legislature adopted House Bill 1339, further amending Sections 420.907-420.9079, F.S. (SHIP Statute). The SHIP Statute, as amended, requires a County Commissioner to serve on the AHAC and requires the AHAC to provide an annual, rather than triennial, report to the Board. Also, a copy of the report must be submitted to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, currently the Florida Housing Coalition, in addition to providing the report to the Florida Housing Finance Corporation (FHFC) which administers the State Housing Initiatives Partnership (SHIP) program. As such, on September 29, 2020, the Board adopted Ordinance No. 20-34, amending the Code of Laws to incorporate the provisions of House Bill 1339.

Composition of the Affordable Housing Advisory Committee

The Office of Human Services and Community Partnerships' Division of Housing Services serves as Staff for the AHAC. SHIP Statute requires that there be at least eight (8) but not more than 11 committee members, including one locally elected official, with representation from at least six of the following categories:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(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 s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing

board may appoint a designee who is knowledgeable in the local planning process.

(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.

(j) A citizen who represents employers within the jurisdiction.

(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Table #2 lists the appointed Committee members, along with their category affiliation and appointment date, who participated in the production of this report.

In line with Leon County's culture of community engagement, the Board of County Commissioners created a new membership category for AHAC appointment on September 17, 2024, 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 vacant seat on the AHAC will likely be filled in early 2025 with a candidate that meets the new membership qualification. The opportunity to apply will be promoted through the County's website, social media, and the County Link newspaper advertisement. In addition, the County will work in coordination with the Tallahassee Housing Authority, which administers the Housing Choice Voucher Program in the community; Legal Services of North Florida, which assists low-income residents with housing evictions issues; and other local partners to notify citizens about the opportunity to serve on the AHAC.

Table #2: Affordable Housing Advisory Committee Membership

Name	Category Represented	Begin Term
1. Nick Maddox	County Commissioner	01/01/2023
2. Lawrence Tobe	Resident Within the Jurisdiction Making Appointment	04/01/2023
3. Oral Payne	Engaged in Residential Homebuilding	04/01/2023
4. Bruce Strouble	Advocate for Low-Income Persons	03/21/2023
5. Rachel Brubaker Stevens	Real Estate Professional	04/01/2023
6. Sean William Morgan	Home Building Industry	01/23/2024
7. Trina Searcy	Real Estate Professional	04/01/2023
8. Will Shepherd	Planning Commission Member	09/18/2024
9. Madelon Horwich	Resident Within the Jurisdiction Making Appointment	04/01/2023
10. Tee Thompson	For-profit Provider of Affordable Housing	07/10/2024
11. Vacant		

Affordable Housing Advisory Committee Recommendations

As established in the SHIP Statute, the Committee is responsible for annually reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the County housing activities that impact the production of affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out in Section 420.9076(4)(a)-(k), F.S. Based on the Committee's evaluation, it may recommend to local government that it modify, provide exceptions, and/or create new plans, policies, procedures, and other governing authority documents that would encourage production of affordable housing which must be approved at a public hearing by affirmative vote of a majority of the membership in accordance with the SHIP Statute.

The Committee conducted a public hearing, held four (4) public meetings, and met jointly with the City AHAC during two (2) additional public meetings in 2024 to produce this report and the recommendations herein. The Committee has specifically considered and evaluated the strategies set forth in Section 420.9076(4), F.S., to formulate the following recommendations and submits them to the Board for possible incorporation into its housing strategy:

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Section 163.3177(6)(f)3, F.S.

Current Practice: Expedited permitting of affordable housing projects is accomplished by administrative direction, close coordination, and teamwork, which 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 staff are the designated liaisons with the Affordable Housing Program and assist with the resolution of difficult permitting issues.

AHAC Recommendation: Maintain the current practice.

(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Current Practice: Leon County does not impose impact fees. Impact fees were eliminated in 1995.

AHAC Recommendation: Maintain the current practice.

(c) The allowance of flexibility in densities for affordable housing.

Current Practice: Although the Land Development Code (LDC) does not specifically address density flexibility for affordable housing, it does provide 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 and reducing permitting costs. [Section 10-7.402(4) of the LDC]

AHAC Recommendation: None at this time. Currently, County and City staff continue to work with the Florida Housing Coalition (FHC) to refine its Inclusionary Housing policy recommendations based on feedback received during multiple public engagement events held throughout 2022 and 2023. These recommendations are expected to address density bonuses for affordable housing projects. Staff anticipates bringing back final recommendations on inclusionary housing in early 2025.

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Current Practice: The concurrency management system treats all projects the same and does not provide special provisions for affordable housing projects. (Article III of the LDC)

AHAC Recommendation: Maintain the current practice.

(e) The allowance of affordable accessory residential units in residential zoning districts.

Current Practice: 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)(2) of the LDC]

AHAC Recommendation: Maintain the current practice.

(f) The reduction of parking and setback requirements for affordable housing.

Current Practice: The LDC allows a permit applicant the ability to file a request of the Parking Standards Committee for reduction to the parking requirements based upon data supporting such a request. (Article VII, Division 5, Subdivision III of the LDC – Parking and Loading Standards; Section 10-1.106 of the LDC)

AHAC Recommendation: Maintain the current practice.

(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Current Practice: Many zoning districts already provide for zero-lot-line development patterns. The Department of Development Support & Environmental Management staff provides flexibility in design in order to reduce impervious surface area consistent with Low Impact Design ordinance and to identify other efficiencies. (Sections 10-7.502 and 10-4.308 of the LDC)

AHAC Recommendation: Maintain the current practice.

(h) The modification of street requirements for affordable housing.

Current Practice: Street requirements for affordable housing are not different than for other types of housing development. Uniformity of roadways can help to minimize negative views of affordable housing. Emergency vehicles require the same mobility in affordable housing developments as in others.

AHAC Recommendation: Maintain the current practice.

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Current Practice: County staff conducts collaborative evaluation (Department of Development Services & Environmental Management, Human Services and Community Partnerships & Public Works) of potential impactful policies, procedures, ordinances, regulations, or plans.

AHAC Recommendation: Maintain the current practice.

(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

Current Practice: County staff prepares, and makes available to the public, a printable inventory of County-owned lands suitable for affordable housing.

AHAC Recommendation: Maintain the current practice.

(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Current Practice: Applicable zoning districts such as the Mahan Corridor, the Lake Protection Node districts, and others are designed to promote this incentive by providing mixed use development patterns centered near major intersections. These zoning districts are intended to accomplish several goals including, but not limited to: providing convenience goods to area residents within a short distance of home, maximizing infrastructure, minimizing automobile dependency, promoting transit, and facilitating compatibility with nearby neighborhoods. (Sections 10-6.654.1 and 10-6.660 of the LDC)

AHAC Recommendation: Maintain the current practice.

Additional Recommendations

From review and evaluation of County ordinances, regulations, comprehensive plan, policies, and procedures, the Committee makes the following, additional recommendations to the Board for consideration of incorporation into its housing program strategy:

Leon County Policy

Inclusionary Housing Policy

In 2021, the County AHAC recommended jointly with the City AHAC that the County and City adopt a uniform inclusionary housing policy. Subsequently, the County Commission and City Commission directed County and City staff to partner with the Florida Housing Coalition to draft updated Inclusionary Housing Ordinances for the County and City that are identical and mandatory within the Urban Services Area, to be considered by the County Commission and City Commission, respectively. The County AHAC has continued to work with the City AHAC and staff on the finalization of recommendations for the development of a uniform inclusionary housing ordinance and associated incentives. County staff is expected to present final recommendations for an inclusionary housing ordinance to the Board of County Commissioners by Spring of 2025.

SHIP Local Housing Assistance Plan

Every local government participating in SHIP is required to have an active Florida Housing Finance Corporation-approved Local Housing Assistance Plan (LHAP). Generally, local governments submit LHAPs by May 2, once every three years, covering the three state fiscal years beginning July 1 of the year the plan is submitted. LHAPs are designed to detail how each local government will expend SHIP funds allocated to them for each of the three fiscal years.

Green Building and Energy Saving Requirements

AHAC Recommendation: Update the HVAC system requirements in the SHIP-LHAP to include Energy Star-certified central Heating, Ventilation, and Air Conditioning (HVAC) units with a minimum Seasonal Energy Efficiency Ratio (SEER) rating of 15 (or 14.3 SEER2) and packaged air condition units with a minimum SEER rating of 14.0 (or 13.4 SEER2), in line with national standards from the U. S. Department of Energy.

- Current Policy: When economically feasible, the County and/or sponsors are required to use Energy Star-certified central HVAC units with a minimum SEER of 14, and packaged HVAC units with a minimum SEER of 11.7.

- Analysis: In its 2023 Annual Report, the AHAC recommended that County staff continually explore ways to encourage "design excellence" by further incorporating energy efficiency and accessibility requirements for affordable housing projects into the County's SHIP-LHAP. On February 7, 2024, the AHAC held a workshop on Green Building and Energy Saving Requirements, featuring an overview of the current requirements included in the County's SHIP-LHAP and a presentation on recommendations for potential updates the County's energy-saving requirements from the Co-Executive Director of ReThink Energy Florida. Citing the fact that air conditioning is a leading driver of utility costs in the average household, one of the recommendations from ReThink Energy Florida was to increase the minimum SEER rating required for HVAC units utilized in the County's Home Rehabilitation, Home Replacement, Emergency Repair, Homeownership Development and Rental Development projects from 14 to 15, or possibly 16. SEER is a measurement of the efficiency of an HVAC system. SEER2 is an updated, more accurate methodology that was introduced as the new standard in 2023. As of January 2024, all new HVAC systems have a SEER2 rating, and new products will continue to be marked with both a SEER and SEER2 rating for several years. In consideration of the high pricing of 16-SEER HVAC units and in line with national standards from the U.S. Department of Energy, the AHAC recommends updating the HVAC system requirements in the SHIP-LHAP to include Energy Star-certified HVAC units with a minimum SEER rating of 15 (or 14.3 SEER2) and packaged air conditioning units with a minimum SEER rating of 14.0 (or 13.4 SEER2).

Committee Adoption of the 2024 Report of Recommendations

The Committee officially adopted the report by affirmative vote of a majority of the membership at a public hearing on November 6, 2024. Notice of the public hearing to adopt the final report was published in the *Tallahassee Democrat* (Exhibit A) and posted on the County's website. The notice included how interested persons could obtain a copy of the final report.

Plan for Implementation

At the December 10, 2024 County Commission meeting, Commissioners will consider acceptance of the AHAC's report to comply with the state-mandated December 31, 2024, deadline. As required by SHIP Statutes, the County Commission must review and discuss the Committee's recommendations and vote to adopt the recommendations they plan to implement within 90 days of receipt. County Commissioners may adopt to implement any AHAC recommendations into policy or regulatory documents, including amending the appropriate LHAP to include new affordable housing incentive strategies.

LEON COUNTY RESOLUTION NO. _____

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; and

WHEREAS, Leon County's Local Housing Assistance Plan is being revised to update the minimum energy efficiency requirements for applicable SHIP-funded affordable housing projects.

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 revised 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.

3. Leon County's Local Housing Assistance Plan is being revised to update the minimum energy efficiency requirements for applicable SHIP-funded affordable housing projects.

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 10th day of December 2024.

LEON COUNTY, FLORIDA

By:_____
Brian Welch, Chairman
Board of County Commissioners

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

By:_____

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

By:_____

LEON COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

As Revised by the Leon County Board of County Commissioners on ~~July 9, 2024~~ December 10, 2024

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Section 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.

"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 15 (or 14.3 SEER2)~~4~~. Packaged units are allowed in studios and one-bedroom units with a minimum of 14~~1.7~~ SEER (or 13.4 SEER2);
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:

A. Down Payment Assistance	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 OR not in a CLT	CLT Homes	Newly Constructed or 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.

- 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:

- 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.

B. Home Ownership Development	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. 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, 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.

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;
- 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.

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 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.

C. Home Rehabilitation	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 - $100,000
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 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.
- 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.
- 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.

D. Home Replacement	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

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 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.

E. Emergency Housing Repair & Housing Resilience	Code 6

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;
  - 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 by flood insurance must have and maintain sufficient flood insurance coverage.
- 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.

F. Disaster Recovery	Code 5, 16

a. 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:

1. purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. rental assistance (including security deposit) for eligible recipients that have been displaced from their homes due to a disaster;
3. purchase assistance for eligible recipients that have been displaced from their homes due to a disaster;
4. temporary utility, mortgage and/or rent payments for citizens financially impacted by a declared disaster.

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:

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;
2. payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
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
4. post-disaster repair, rehabilitation, demolition and/or replacement for structural and non-structural damages.

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.

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.

G. Foreclosure Avoidance	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 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

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.
- Except for Disaster Recovery, previous Foreclosure Avoidance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.

H. Rental Development & Rehabilitation	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.

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;
- 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.

I. Housing Rental Assistance	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 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.

Section 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.

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

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.

Section 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 #15

Leon County Board of County Commissioners

Agenda Item #15

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Transitional Housing in Leon County

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Shington Lamy, Assistant County Administrator
Lead Staff / Project Team:	Abigail Thomas, Director, Office of Human Services and Community Partnerships Jackie Fortmann, Human Services Analyst

Statement of Issue:

As requested by the Board, this item provides a status report on transitional housing in Leon County for homeless individuals and families. The item specifically defines transitional housing as recognized by the U.S. Department of Housing and Urban Development, identifies current transitional housing programs in the community, efforts to secure funding for transitional housing through the Big Bend Continuum of Care, and the County's continued commitment to address homelessness primarily through investment in permanent housing.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on transitional housing in Leon County.

Report and Discussion

Background:

As requested by the Board at its July 9, 2024 meeting, this item provides a status report on transitional housing in Leon County for individuals and families experiencing homelessness. The item specifically defines transitional housing as recognized by the U.S. Department of Housing and Urban Development (HUD), identifies current transitional housing programs in the community, efforts to secure funding for transitional housing through the Big Bend Continuum of Care (CoC), and the County's continued commitment to address homelessness primarily through investment in permanent housing. The CoC is recognized by HUD and the State of Florida as the regional planning and oversight organization for homelessness in Leon County and seven neighboring counties.

This status report advances the following FY 2022 – FY 2026 Strategic Initiative:

- *Work with the City of Tallahassee, Big Bend Continuum of Care, Kearney Center, and other local stakeholders to enhance engagement and awareness of resources available for individuals and families experiencing homelessness in order to support safe, stable, and inclusive neighborhoods. (2023-54)*

This particular Strategic Initiative aligns with the Quality of Life Strategic Priority:

- *(Q4) Support and promote access to basic healthcare, mental health, affordable housing, and homeless prevention services to our community members most in need.*

According to the HUD and the National Alliance to End Homelessness, the primary approach to ending homelessness is through permanent affordable housing. According to the Shimberg Center for Housing Studies at the University of Florida (Shimberg Center), the highest affordable housing need in Leon County is affordable rental units for extremely and very low-income households earning 50% or less of the Area Median Income (AMI) ($44,350 for a household of four).

Leon County has a long history of addressing homelessness and affordable housing needs through the increase the stock of permanent housing in the community. Over just the past two years, the County has provided $5.765 million in direct funding to increase the number of permanent affordable housing rental units and authorized approximately $183 million in bond financing for the development and redevelopment of affordable multifamily housing projects that will result in more than 1,200 new affordable rental units within the next 12-18 months.

Transitional housing is distinct from permanent housing and has traditionally been funded by state, federal, private sources. HUD, which administers federal funding for homeless programs, defines transitional housing as temporary housing (up to 24 months) that provides supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing serves as a bridge between emergency homeless shelters (i.e., Kearney Center, HOPE Community, etc.) and permanent housing (i.e., Tallahassee Housing Authority, Vet Village, etc.).

There are more than ten transitional housing programs in Leon County with more than 500 beds (Attachment #1). Transitional housing programs exist for youth, veterans, and victims of domestic violence. Additionally, there are several programs for men and women being released from incarceration as well as for individuals in recovery from substance use disorders. CoC has identified through its Strategic Plan, that the highest priority for transitional housing in Leon County is for families, youth, and those with substance use disorders. As detailed in the Analysis, the CoC is leading the effort to coordinate with local providers to secure federal and state funding to expand transitional housing bed capacity. In December 2024, the CoC submitted an application with Capital City Youth Services (CCYS) to HUD in the amount of $500,000 to establish 24 additional transitional housing beds in Leon County for youth that have experienced domestic violence. In addition, in 2025, the CoC plans to submit applications through HUD as well as the Department of Justice (DOJ) in 2025 for up to $1.2 million to establish up to 40 additional transitional housing beds in Leon County.

In addition to investment in permanent housing, Leon County has actively worked with local partners to expand access to transitional housing in the community in order to reduce homelessness. This year, the County, in partnership with the City and the Children Services Council of Leon County (CSC-Leon), established line-item funding for the emergency homeless shelters that included the expansion of case management to connect individuals and families experiencing homelessness to transitional and permanent housing in the amount of more than $3 million over the next two years. On September 17, 2024, the Board approved the establishment of the Rental Housing Assistance Program (RHA Program) in the amount of $100,000 as recommended by the Public Safety Coordinating Council (PSCC) to assist homeless individuals released from the Leon County Detention Facility access transitional housing programs in the community as well as reduce recidivism. The County is working closely with the CoC to increase transitional housing in the community by leveraging current County investments to secure larger and sustainable federal funding through HUD and DOJ.

Analysis:

The following section of the Analysis defines transitional housing including its distinction from permanent housing; describes the funding model for transitional housing; identifies current transitional housing programs in the community and the CoC's efforts to expand transitional housing capacity; and highlights the County's continued commitment to address homelessness through transitional housing and permanent housing.

What is Transitional Housing?

HUD defines transitional housing as temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing programs are typically operated by nonprofit organizations that cover housing costs and accompanying supportive services for program participants for up to 24 months.

Additionally, transitional housing providers assist clients with wraparound services to secure long-term housing, income, healthcare, and other services to improve their quality of life. Transitional housing programs are often targeted to specific populations including victims of domestic

violence, persons recovering from substance use disorders, unaccompanied and pregnant or parenting youth, and individuals released from incarceration.

Successful transitional housing programs provide a significant step to ending homelessness. Beyond temporary housing, transitional housing programs provide a supportive environment where individuals and families can rebuild their lives and regain stability. Through services such as comprehensive case management, life skills training, financial literacy, and access to essential resources, individuals are empowered to address the root causes of their housing instability and develop the tools needed for long-term self-sufficiency.

Eligibility for transitional housing programs can vary depending on the specific program, its funding sources, and its target population. However, the primary requirement to access transitional housing is that individuals or families must be experiencing homelessness or at imminent risk of becoming homeless. Participants must also be willing to participate in the program and work toward their goal of permanent housing, which typically involves meeting with case managers, attending workshops or training sessions, and adhering to program rules and expectations. Some programs specifically serve certain populations, such as families with children, veterans, youth, survivors of domestic violence, or individuals with disabilities.

Funding of Transitional Housing Programs

Transitional housing programs are traditionally funded through a combination of private, state, and federal funding, as well as nominal rent and/or program fees from participants. At the federal level, providers can receive funding from various sources. For example, CCYS which provides shelter and services to homeless, runaway, and at-risk youth, receives annual transitional housing funding through the U.S. Departments of Health and Human Services (HHS) and DOJ. The transitional living program provides a temporary safety net and strong emotional support system for young people to transition to self-sufficiency. As further discussed in the following section, the CoC is leading the effort to secure additional federal funding for transitional housing in the community.

Transitional Housing in Leon County

There are more than ten transitional housing programs in Leon County with more than 500 beds (Attachment #1). Transitional housing programs exist for youth, veterans, and victims of domestic violence. Additionally, there are several programs for men and women being released from incarceration as well as for individuals in recovery from substance use disorders. These programs are often at capacity and have waiting lists due to limited access to permanent housing which the County is working to address in coordination with local partners to increase in the community.

As mentioned earlier, the CoC has identified transitional housing for youth, families, and individuals with substance use disorders as the highest transitional housing need in the community. To address this need, the CoC is actively working with existing programs and potential new providers to secure additional federal funding. In December 2024, the CoC applied with CCYS to HUD in the amount of $500,000 to establish 24 additional transitional housing beds in Leon County for youth that have experienced domestic violence. In addition, in 2025, the CoC plans to

submit applications through HUD as well as DOJ in 2025 for up to $1.2 million to establish up to 40 additional transitional housing beds in Leon County.

Leon County Continued Commitment to Address Homelessness

As mentioned earlier, the primary approach to ending homelessness is through affordable housing and the highest affordable housing need in Leon County is affordable rental units for extremely and very low-income households earning 50% or less of the AMI. Therefore, over just the past two years, the County has provided $5.8 million in direct funding to increase the number of permanent affordable housing rental units and authorized approximately $183 million in bond financing for the development and redevelopment of affordable multifamily housing projects that will result in more than 1,200 new affordable rental units within the next 12-18 months.

The County has also actively worked with local partners to expand access to transitional housing in the community to reduce homelessness. The County, in partnership with the City and the CSC-Leon, established line-item funding for the emergency homeless shelters that included the expansion of case management to connect individuals and families experiencing homelessness to transitional and permanent housing. The homeless shelters are critical in the continuum of linking individuals and families to resources such as transitional housing that will improve their quality of life. The County, City, and CSC-Leon will invest more than $3 million in the homeless shelters over the next two years.

Additionally, at the September 17, 2024 meeting, the Board approved the PSCC's recommendation to fund the RHA Program in the amount of $100,000 to provide housing assistance to homeless individuals released from the Leon County Detention Facility. The RHA Program provides up to $4,000 per individual to rent a private rental unit or a bed space in a transitional housing program, which provides an opportunity to access programs that can reduce recidivism and keep recently released individuals from experiencing unsheltered homelessness. The County is working closely with the CoC to increase transitional housing in the community including identifying the County's investment in the emergency homeless shelters, the RHA program, ad permanent housing as leverage to secure larger and sustainable federal funding as part of the COC's application when appropriate.

Conclusion

As outlined in the analysis, HUD defines transitional housing as providing temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing serves as a bridge between emergency homeless shelters and permanent housing. There are more than 10 transitional housing programs in Leon County. The CoC is actively working with existing programs and potential new providers to secure additional federal funding to expand transitional housing beds in Leon County. In December 2024, the CoC applied with CCYS to HUD in the amount of $500,000 to establish 24 additional transitional housing beds in Leon County for youth that have experienced domestic violence. In addition, in 2025, the CoC plans to submit applications through HUD as well as the DOJ in 2025 for up to $1.2 million to establish up to 40 additional transitional housing beds in Leon County.

The County remains committed to increasing and preserving the stock of permanent affordable housing for low-income households as well as individuals and families exiting homelessness. Additionally, the County has actively worked with local partners to expand access to transitional housing in the community in order to reduce homelessness through established line-item funding for the emergency homeless shelters for more than $3 million over the next two years in coordination with the City and CSC-Leon as well as the establishment of the RHA Program in the amount of $100,000 to assist homeless individuals released from the Leon County Detention Facility with accessing transitional housing programs to reduce recidivism. The County continues to work closely with the CoC in its efforts to expand transitional housing in the community by leveraging current County investments to secure sustainable federal funding.

Options:

1. Accept the status report on transitional housing in Leon County.
2. Do not accept the status report on transitional housing in Leon County.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Transitional Housing Programs in Leon County

Transitional Housing Programs in Leon County

Agency	Population Served	Bed Capacity
Capital City Youth Services	Youth	15
Refuge House	Domestic Violence	88
Tallahassee Veterans Village	Veterans	52
Good News Outreach - Maryland Oaks Crossing	Families	150
Good News Outreach - Mercy House	Substance Abuse/Re-Entry (Men & Women)	19
Oxford House	Substance Abuse (Men & Women)	118
Good Samaritian Network - Chelsea House	Domestic Violence/Re-Entry (Women)	6
Good Samaritian Network - Good Samaritan Inn	Re-Entry (Men)	40
Living Harvest	Substance Abuse/Re-Entry (Men)	25
Demp House	Substance Abuse (Men)	8
CARE Tallahassee	Re-Entry (Men)	28
Making Miracles Group Home	Families	8
Joseph House	Re-Entry (Men)	8
		565

Leon County
Board of County Commissioners

Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Illegal Dumping in Leon County

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management Maggie Theriot, Director, Office of Resource Stewardship Brent Pell, Director, Public Works
Lead Staff / Project Team:	Scott Brockmeier, Chief Development Resources Officer Emma Smith, Director, Code Compliance Services

Statement of Issue:

As requested by the Board, this item provides a status report on the County's efforts to mitigate and respond to illegal dumping in our community.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1 Accept the status report on illegal dumping in Leon County.

Report and Discussion

Background:

On July 9, 2024, the Board requested a status report on illegal dumping in Leon County. This item provides a status report and overview on the County's efforts to mitigate and respond to illegal dumping in our community.

Illegal dumping refers to the unlawful act of disposing or dumping trash on public or private property, in an unpermitted area. While illegal dumping can occur anywhere, it most often happens along public rights-of-way (ROW), on vacant or abandoned lots, and on forested lands. To avoid detection, illegal dumping often occurs late at night and is commonly referred to as "midnight dumping" or "fly dumping". Violators are typically trying to avoid paying disposal fees or do not want to be inconvenienced with the time and effort required for proper disposal. Due to the adverse effects illegal dumping presents to public health, natural resources, and land values, state laws are vigorously enforced by multiple law enforcement agencies (i.e., Florida Highway Patrol, Leon County Sheriff's Office (LCSO), Florida Department of Environmental Protection, and the Fish and Wildlife Conservation Commission) while local ordinances are enforced by LCSO or through the County's Code Compliance. Litter and illegal dumping violations can result in fines and penalties.

Analysis:

Illegal dumping is a serious offense in the State of Florida and in Leon County that can result in criminal prosecution and civil fines. In addition to the quasi-judicial and judicial procedures in place to address this issue, there are local and statewide programs aimed at reducing illegal dumping and creating public awareness.

Leon County's efforts to address illegal dumping includes the provision of convenient disposal options for solid waste, recyclable materials, yard debris, and bulk waste. Specifically, unincorporated residents have free access to four Rural Waste Service Centers (RWSC). This service is necessary, as it supplements the voluntary curbside services subscription model the County adopted in 2012, which costs $24.33 per month and is billed on a quarterly basis. Unlike the "mandatory" model adopted by the City of Tallahassee and neighboring Wakulla and Gadsden Counties, the "voluntary" model does not require all residents to subscribe to the service. Therefore, the residents who do not subscribe are self-managing their day-to-day disposal of waste, which at times may result in unintended accumulation of waste and could lead to illegal dumping.

Illegal Dumping Laws

According to Florida's 'Litter Law', Chapter 403.413, Florida Statutes (Attachment #1), it is unlawful for any person to dump litter in any manner or amount in or on any of the following areas:

(a) Any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefor. When any litter is thrown or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, are in violation of this section;

(b) Any freshwater lake, river, canal, or stream or tidal or coastal water of the state, including canals. When any litter is thrown or discarded from a boat, the operator or owner of the boat, or both, are in violation of this section;

(c) Any water control district property or canal right-of-way, unless the district board of directors or the district manager or his or her designee has given prior consent. When any litter is thrown or discarded from a boat, the operator or owner of the boat, or both, are in violation of this section;

(d) Any private property, unless the owner has given prior consent and unless the dumping of such litter by such person will not cause a public nuisance or otherwise be in violation of any other state or local law, rule, or regulation.

The Litter Law is enforced by all law enforcement officers and carries penalties that vary depending on the amount (weight and volume) discarded. Litter dumped from commercial use sources or that is hazardous, as defined in Chapter 403.703, Florida Statutes, can result in felony charges of the third degree. Table #1 shows the penalties associated with the amount of litter dumped.

Table #1: Statutory Penalties for Littering

Amount of Litter	Penalty
≤ 15 pounds or ≤ 27 cubic feet volume	Noncriminal infraction, punishable by a civil penalty of $150
> 15 pounds and < 500 pounds	First-degree misdemeanor, punishable by imprisonment for up to one year and a $1,000 fine
> 500 pounds or > 100 cubic feet	Third-degree felony, punishable by imprisonment for up to five years and a $5,000 fine

Leon County's Illegal Dumping Ordinance (Attachment #2) - Article VI, Sec. 18-176 – Ch. 18, Leon Code of Laws, states that it is unlawful for any person to dump, leave, or bury any solid waste on public or private property without the written consent of the owner of such property; to cause or permit the accumulation on real property owned or controlled by him of solid waste in such quantities as to constitute a nuisance; or to fail to deliver solid waste to the solid waste disposal system within a reasonable period of time. Any person who violates the provisions of this section may be charged with a misdemeanor and prosecuted in accordance with Section 1-9, General Penalty, Continuing Violations (Attachment #3). Except as otherwise provided by law or ordinance, a person convicted of a violation of this Code is subject to fines not to exceed $500 or by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment.

Illegal dumping in Florida carries stiff penalties targeted at discouraging the damaging act. Illegal dumping is a crime but unless someone is caught in the act, it can be difficult to enforce. Most recently, in the wake of Hurricane Helene, a Louisiana debris hauler was caught dumping 120-cubic yards of storm debris on private property and was arrested by the New Port Richey Police Department. The hauler now faces felony charges. In another instance, earlier this year in Ocala, Florida, the Florida Fish and Wildlife Conservation Commission (FWC) arrested two men who

were charged with dumping nearly 3,000 pounds of trash in the Ocala National Forest. The FWC has charged them with committing a felony since the overall amount illegally dumped exceeded 500 pounds or 100 cubic yards.

While these two examples illustrate the severity of such illegal dumping violations statewide, illegal dumping is also a problem in Leon County. It occurs in both rural and urban areas, however, it can be more prevalent in the rural and forested areas. The Apalachicola National Forest (ANF), which comprises more than 570,000 acres, is a prime target for these illegal dumping perpetrators. To combat these activities and associated environmental impacts, several clean-up events which remove several tons of trash are held annually. Last year alone, volunteers collected over 5.2 tons of trash from the ANF. In 2022, volunteers removed over 15 tons of trash from the ANF, and since 2006, a total of 245.7 tons of trash has been removed. Leon County's Solid Waste Division participates in the event and contributes equipment and staff, as well as sorting and disposal. Illegal dumping in the forest is investigated and enforced by local law enforcement in coordination with the U.S. Forest Service and the FWC.

Leon County Code Compliance Enforcement Methods:

When illegal dumping within the public ROW is reported, the initiated case is forwarded to the appropriate jurisdictional agency depending on ownership (i.e., Leon County, the City of Tallahassee, or the Florida Department of Transportation). All other illegal dumping on private property within the unincorporated area is investigated and enforced by the Department of Development Support and Environmental Management's (DSEM) Code Compliance Services Division. Enforcement on private property is processed pursuant to Chapter 14 of the Leon County Code of Laws, Property Safety and Maintenance (Attachment #4). Upon validation of an alleged violation, enforcement action begins with the notification of the property owner with corrective actions and compliance deadlines. Should compliance not be achieved within the established time frame, the case is referred to Leon County's Code Enforcement Board (CEB) for resolution. CEB hearings are quasi-judicial in nature and allow for the presentation of evidence, testimony, and findings of fact. The CEB's authority to adjudicate cases, impose penalties and liens, and authorize lien foreclosure proceedings is established in Chapter 162, Florida Statutes. The CEB is comprised of citizens of Leon County appointed by the Board of County Commissioners for three-year terms. The CEB conducts publicly noticed hearings to enforce County laws relating to environmental management (stormwater, trees, and landscaping), zoning and land use, control of junk accumulations in the community, building code, mowing, etc. The CEB has the authority to impose administrative fines and other non-criminal penalties where a violation of a code provision has occurred, with the goal of obtaining compliance. The purpose of the CEB and the complaint driven Code Compliance program 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.

Once a complaint is received, an inspection is conducted to determine if a violation exists in accordance with the Leon County Code of Laws. During FY 2023 – 2024, staff received 24 illegal dumping complaints in the County ROW. Of the 24 complaints received, six were invalid and 18 were investigated and referred to Leon County Public Works for collection and proper disposal. Of those 18 complaints, 17 were located within the general areas of the Capital Circle SW and NW

corridors. If the complaint for illegal dumping is verified by viewing the violator's personal information in the pile of waste, the matter is referred to LCSO consolidated dispatch to file a report to investigate further. There were no illegal dumping reports filed with LCSO this past fiscal year.

On October 29, 2024, the LCSO, in partnership with Leon County Government, hosted an event highlighting the installment of a new LCSO Forestry Patrol Deputy. The deputy will provide dedicated law enforcement and expanded coverage in western Leon County which includes the forested areas. The expanded law enforcement initiative was incorporated into the County's Fiscal Year (FY) 2025 budget, and was first outlined in the Board's June 18, 2024, Preliminary Budget Workshop. The initiative reflects the Board's continued commitment to public safety, ensuring faster response times and increased law enforcement presence in remote and forested areas.

Leon County Code Compliance Incentive Programs

As a commitment to keeping the community clean and beautiful, Leon County has implemented various programs, events, and practices to deter illegal dumping. The following includes some of those programs and services which help keep Leon County beautiful.

Adopt-A-Road

Leon County protects the beauty of our public roads and thoroughfares through regular maintenance and programs such as the "Adopt-A-Road" program. With more than 100 miles of roads available for adoption in Leon County, this Adopt-A-Road program allows residents and organizations to commit for two-years to conduct regular clean-ups. As an acknowledgement for their efforts, the program offers dedicated road signs recognizing the name of the residents or organizations that have pledged to keep the roadside clean. And while this program provides the community with a means to participate and be recognized for their efforts, Leon County actively removes litter along the County's 660 miles of county roadsides. And while Leon County deploys appropriate equipment and crews to remove litter and debris from county ROW, we also coordinate with the Florida Department of Transportation in those instances where illegal dumping has occurred on state roads for removal.

Tire Amnesty Days

Since 2019, the County has hosted an annual Waste Tire Amnesty Event for citizens to dispose of waste tires. In FY 2023, Leon County was awarded a Waste Tire Amnesty Event grant and received a reimbursement of $19,738 for successfully processing and disposing of over 108 tons of tires (equivalent to approximately 10,000 tires) during the event. In continued partnership with the FDEP, a grant was again awarded to the County for a 2024 amnesty program to remove waste tires from Leon County. Tire Amnesty Days are available to all Leon County residents with a valid ID and offers free disposal of up to 25 passenger car tires per resident. Leon County broadcasts messages about the program to the community through social media platforms and news media announcements. The program typically runs five weeks, from late February to the middle of May, with four locations for tire drop-off. This year the program collected 145.7 tons of tires for recycling.

Hazardous Household Waste Collection

Leon County collects hazardous household waste for free at several collection centers, including the Household Hazardous Waste Center at 7550 Apalachee Parkway, the drop-off site at 1800 North Blairstone Road, or any of the four Rural Waste Service Centers. Hazardous waste items such as flammable, corrosive, reactive, toxic, or electrical components are all accepted at the collection centers.

Reporting Illegal Dumping

Citizens may contact the Leon County DSEM / Code Compliance Services Division to file a complaint. Complaints are received through telephone calls, citizen online reporting, or in person. As noted above, complaints about illegal dumping on public property are routed to the appropriate jurisdictional agency, while illegal dumping on private properties are handled as miscellaneous junk cases and processed by the Leon County Code Compliance Services Division. An informational flyer on how to file a code complaint with Leon County is available on DSEM's website (Attachment #5).

In summary, Leon County government and local law enforcement agencies work continuously to combat illegal dumping through enforcement of local and state laws. In addition, Leon County has implemented many successful programs, events, and practices aimed at reducing illegal dumping and creating public awareness. These programs and events offer convenient, cost-free solutions aimed at preventing illegal dumping and have been vital in ensuring our community remains safe and clean.

Options:

1. Accept the Status Report on Illegal Dumping in Leon County.
2. Do not accept the Status Report on Illegal Dumping in Leon County.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Florida's Litter Law, Ch. 403.413, Florida Statutes
2. Leon County's Solid Waste Ordinance
3. Leon County General Penalties and Continuing Violations Ordinance
4. Leon County Property Safety and Maintenance Ordinance
5. "How to File a Code Complaint with Leon County" Flyer

The Florida Senate

2024 Florida Statutes

Title XXIX	Chapter 403	**SECTION 413**
PUBLIC HEALTH	ENVIRONMENTAL CONTROL Entire Chapter	**Florida Litter Law.**

403.413 Florida Litter Law.—

(1) SHORT TITLE.—This section may be cited as the "Florida Litter Law."

(2) DEFINITIONS.—As used in this section:

(a) "Aircraft" means a motor vehicle or other vehicle that is used or designed to fly but does not include a parachute or any other device used primarily as safety equipment.

(b) "Commercial purpose" means for the purpose of economic gain.

(c) "Commercial vehicle" means a vehicle that is owned or used by a business, corporation, association, partnership, or sole proprietorship or any other entity conducting business for a commercial purpose.

(d) "Dump" means to dump, throw, discard, place, deposit, drain, discharge, or dispose of. The term includes, with respect to balloons, to intentionally release, organize the release of, or intentionally cause to be released.

(e) "Law enforcement officer" means any officer of the Florida Highway Patrol, a county sheriff's department, a municipal law enforcement department, a law enforcement department of any other political subdivision, the Department of Environmental Protection, or the Fish and Wildlife Conservation Commission. In addition, and solely for the purposes of this section, "law enforcement officer" means any employee of a county or municipal park or recreation department designated by the department head as a litter enforcement officer.

(f) "Litter" means any personal property; garbage; rubbish; trash; refuse; can; bottle; box; container; paper; balloon; tobacco product; pharmaceutical of any kind; tire; household item; shed; appliance; mechanical equipment or part; building or construction material; tool; machinery; wood; motor vehicle or motor vehicle part, including a truck, trailer, or motor home; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility; or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations, but excluding permitted, regulated, or authorized drainage, pumping, or runoff of surface water or stormwater.

(g) "Motor vehicle" means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other vehicle that is powered by a motor.

(h) "Person" means any individual, firm, sole proprietorship, partnership, corporation, or unincorporated association.

(i) "Vessel" means a boat, barge, or airboat or any other vehicle used for transportation on water.

(j) "Water control district" means a water control district that exists pursuant to chapter 298 or was created by special act of the Legislature.

(3) RESPONSIBILITY OF LOCAL GOVERNING BODY OF A COUNTY OR MUNICIPALITY.—The local governing body of a county or a municipality shall determine the training and qualifications of any employee of the county or municipality or any employee of the county or municipal park or recreation department designated to enforce the provisions of this section if the designated employee is not a regular law enforcement officer.

(4) DUMPING LITTER PROHIBITED.—Unless otherwise authorized by law or permit, it is unlawful for any person to dump litter in any manner or amount in or on any of the following areas:

(a) Any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefor. When any litter is thrown or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, are in violation of this section.

(b) Any freshwater lake, river, canal, or stream or tidal or coastal water of the state, including canals. When any litter is thrown or discarded from a boat, the operator or owner of the boat, or both, are in violation of this section.

(c) Any water control district property or canal right-of-way, unless the district board of directors or the district manager or his or her designee has given prior consent. When any litter is thrown or discarded from a boat, the operator or owner of the boat, or both, are in violation of this section.

(d) Any private property, unless the owner has given prior consent and unless the dumping of such litter by such person will not cause a public nuisance or otherwise be in violation of any other state or local law, rule, or regulation.

(5) DUMPING RAW HUMAN WASTE PROHIBITED.—Unless otherwise authorized by law or permit, it is unlawful for any person to dump raw human waste from any train, aircraft, motor vehicle, or vessel upon the public or private lands or waters of the state.

(6) PENALTIES; ENFORCEMENT.—

(a)1. Except as provided in subparagraphs 2. and 3., any person who dumps litter in violation of subsection (4) in an amount not exceeding 15 pounds in weight or 27 cubic feet in volume and not for commercial purposes commits a noncriminal infraction, punishable by a civil penalty of $150, from which $50 shall be deposited into the Solid Waste Management Trust Fund to be used for the solid waste management grant program pursuant to s. 403.7095.

2.a. If a person violates subparagraph 1. by intentionally dumping litter onto private property for the purpose of intimidating or threatening the owner, resident, or invitee of such property, the person commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

b. If a person violates subparagraph 1. by intentionally dumping litter onto private property for the purpose of intimidating the owner, resident, or invitee of such property and such litter contains a credible threat, the person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. For purposes of this subparagraph, the term "credible threat" has the same meaning as in s. 784.048(1).

c. If the penalty for a violation of this subparagraph is reclassified under s. 775.085, such a violation is considered a hate crime for purposes of the reporting requirements of s. 877.19.

3. A person who is 6 years of age or younger who intentionally releases, organizes the release of, or intentionally causes to be released balloons as prohibited by s. 379.233 does not violate subsection (4) and is not subject to the penalties specified in subparagraph 1.

In addition, the court may require a person who violates this subsection to pick up litter or perform other labor commensurate with the offense committed.

(b) Any person who dumps litter in violation of subsection (4) in an amount exceeding 15 pounds in weight or 27 cubic feet in volume, but not exceeding 500 pounds in weight or 100 cubic feet in volume and not for commercial purposes is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. In addition, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed. Further, if the violation involves the use of a motor vehicle, upon a finding of guilt, whether or not adjudication is withheld or whether imposition of sentence is withheld, deferred, or suspended, the court shall forward a record of the finding to the Department of Highway Safety and Motor Vehicles, which shall record a penalty of three points on the violator's driver license pursuant to the point system established by s. 322.27.

(c) Any person who dumps litter in violation of subsection (4) in an amount exceeding 500 pounds in weight or 100 cubic feet in volume or in any quantity for commercial purposes, or dumps litter which is a hazardous waste as defined in s. 403.703, is guilty of a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083. In addition, the court may order the violator to:

1. Remove or render harmless the litter that he or she dumped in violation of this section;

2. Repair or restore property damaged by, or pay damages for any damage arising out of, his or her dumping litter in violation of this section; or

3. Perform public service relating to the removal of litter dumped in violation of this section or to the restoration of an area polluted by litter dumped in violation of this section.

(d) A court may enjoin a violation of this section.

(e) A motor vehicle, vessel, aircraft, container, crane, winch, or machine used to dump litter that exceeds 500 pounds in weight or 100 cubic feet in volume is declared contraband and is subject to forfeiture in the same manner as

provided in ss. 932.703 and 932.704.

(f) If a person sustains damages arising out of a violation of this section that is punishable as a felony, a court, in a civil action for such damages, shall order the person to pay the injured party threefold the actual damages or $200, whichever amount is greater. In addition, the court shall order the person to pay the injured party's court costs and attorney's fees. A final judgment rendered in a criminal proceeding against a defendant under this section estops the defendant from asserting any issue in a subsequent civil action under this paragraph which he or she would be estopped from asserting if such judgment were rendered in the civil action unless the criminal judgment was based upon a plea of no contest or nolo contendere.

(g) For the purposes of this section, if a person dumps litter or raw human waste from a commercial vehicle, that person is presumed to have dumped the litter or raw human waste for commercial purposes.

(h) In the criminal trial of a person charged with violating this section, the state does not have the burden of proving that the person did not have the right or authority to dump the litter or raw human waste or that litter or raw human waste dumped on private property causes a public nuisance. The defendant has the burden of proving that he or she had authority to dump the litter or raw human waste and that the litter or raw human waste dumped does not cause a public nuisance.

(i) It is the duty of all law enforcement officers to enforce this section. If a member of a water control district board of directors or a district manager discovers that a person has committed unlawful dumping in violation of paragraph (4)(c), he or she must report the incident to the appropriate law enforcement agency with jurisdiction over the district. A law enforcement officer may enter any district canal right-of-way, property, or facility to respond to such an incident.

(j) Any person who violates the provisions of subsection (5) is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083; provided, however, that any person who dumps more than 500 pounds or more than 100 cubic feet of raw human waste, or who dumps any quantity of such waste for commercial purposes, is guilty of a felony of the third degree, punishable as provided in paragraph (c).

(7) ENFORCEMENT BY CERTAIN COUNTY OR MUNICIPAL EMPLOYEES.—Employees of counties or municipalities whose duty it is to ensure code compliance or to enforce codes and ordinances may be designated by the governing body of the county or the municipality to enforce the provisions of this section. Designation of such employees shall not provide the employees with the authority to bear arms or to make arrests.

(8) ENFORCEMENT OF OTHER REGULATIONS.—This section does not limit the authority of any state or local agency to enforce other laws, rules, or ordinances relating to litter or solid waste management.

History.—ss. 1, 2, 3, 4, 4A, ch. 71-239; s. 1, ch. 75-266; s. 1, ch. 77-82; s. 1, ch. 78-202; s. 7, ch. 80-382; s. 1, ch. 82-63; s. 1, ch. 88-79; s. 56, ch. 88-130; s. 12, ch. 89-175; s. 14, ch. 89-268; s. 1, ch. 90-76; ss. 16, 17, ch. 91-286; s. 378, ch. 94-356; s. 1, ch. 95-165; s. 11, ch. 97-103; s. 205, ch. 99-245; s. 1, ch. 2005-200; s. 2, ch. 2007-184; s. 26, ch. 2012-88; s. 3, ch. 2016-174; s. 12, ch. 2019-141; s. 20, ch. 2020-158; s. 1, ch. 2023-24; s. 1, ch. 2023-236; s. 2, ch. 2024-263.

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Sec. 18-176. - Offenses.

It shall be unlawful for any person:

(1) To dump, leave, or bury any solid waste on public or private property without the written consent of the owner of such property;

(2) To cause or permit the accumulation on real property owned or controlled by him of solid waste in such quantities as to constitute a nuisance; or

(3) To fail to deliver solid waste to the solid waste disposal system within a reasonable period of time. Any person who violates the provisions of this section shall be deemed guilty of a misdemeanor and shall be punished according to section 1-9.

(Code 1992, § 18-176; Ord. No. 95-11, § XVI, 7-25-1995)

Sec. 1-9. - General penalty; continuing violations.

(a) In this section "violation of this Code" means:

(1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.

(2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.

(3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.

(b) In this section "violation of this Code" does not include the failure of a county officer or county employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.

(c) Except as otherwise provided by law or ordinance, a person convicted of a violation of this Code shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment. With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.

(d) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise, the imposition of civil fines or other administrative actions.

(e) Violations of this Code that are continuous with respect to time may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

(Code 1980, §§ 1-8—1-10; Code 1992, § 1-9)

State Law reference— Penalty for violation of county ordinances, F.S. § 125.69.

ARTICLE III. - JUNK

Sec. 14-30. - Findings of fact and intent.

It is found and determined that a large amount of junk has and is accumulated in the county and that accumulations of junk constitute a menace to the public health, safety and welfare of the citizens of the county and mar and detract from the natural beauty of the county. The intent of this article is to alleviate this menace by providing for the prohibition of junk as herein set forth. The Board of County Commissioners authorizes the use of any and all means, including the use of county funds, to abate junk should the junk threaten public health, safety or welfare.

(Code 1992, § 14-30; Ord. No. 17-04, § 5, 3-7-2017)

Sec. 14-31. - Prohibited conditions.

(a) No owner or occupant shall cause or permit junk, litter, or junked or abandoned motor vehicles to remain in or upon any yard, garden, lawn, open outbuilding or open area of any private property in the county for a period in excess of 15 days, other than in an enclosed litter receptacle or in connection with a business enterprise or activity, lawfully situated and zoned, and possessing a license or permit to store such junk upon its premises.

(b) No person shall drop, deposit, discard or otherwise dispose of any abandoned property in or upon any public property in the county, except in litter receptacles or in an area lawfully established and maintained as a garbage or waste disposal site, sanitary landfill or junkyard. Any article of abandoned property bearing a person's name or address or registered in a person's name, found on public property in a place other than as authorized, shall be presumed to be the property of such person and it shall be presumed that such person placed or caused to be placed such article of abandoned property where found. When a violation of this section is observed by any person, and the abandoned property is dumped or disposed of on public property has been ejected from a vehicle, the owner or operator of such vehicle shall be presumed to be the person who ejected such abandoned property. These presumptions shall be rebuttable by presentation of competent evidence to the contrary.

(Code 1992, § 14-31; Ord. No. 89-23, § 2(11-3), 8-15-1989; Ord. No. 17-04, § 5, 3-7-2017)

Sec. 14-32. - Enforcement.

(a) Section 14-31(a) shall be enforced by the code enforcement board pursuant to the enforcement procedures outlined in chapter 6. If an owner fails to comply with an order of the code enforcement board requiring compliance with this article, the county may, in addition to any

further action taken by the code enforcement board as to the noncompliance, cause the junk to be abated as provided in article V of this chapter.

(b) Section 14-31(b) shall be enforced by law enforcement officers. Any person who violates the provisions of section 14-60(b) is guilty of an offense and shall be punished as provided in section 1-9 and as provided in F.S. § 705.103, as amended.

(c) In the event that an abandoned property is found upon public property in violation of this article, then a law enforcement officer may cause a notice to be placed upon the abandoned property in substantially the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY. This property, to-wit: (set forth brief description), is unlawfully upon this property (set forth brief description of location) in violation of chapter 14, Code of Laws, Leon County, Florida and must be removed within five days from the date of this notice; otherwise it shall be subject to removal and disposal pursuant to chapter 705, Florida Statutes. The owner will be liable for the costs of removal, storage, publication of notice, and disposal. Dated this:

_____ /_____/_____

Signed: _____

LAW ENFORCEMENT OFFICER (set forth name, title, address and telephone number of law enforcement officer)

(d) Such notice shall be not less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. In addition to posting, the law enforcement officer shall make a reasonable effort to ascertain the name and address of the owner. If such is reasonably available to the law enforcement officer, he shall mail a copy of such notice to the owner on or before the date of posting. If the property is a motor vehicle or a vessel, the law enforcement agency shall contact the department of highway safety and motor vehicles in order to determine the name and address of the owner and any person who has filed a lien on the vehicle or vessel. Upon receipt of this information, the law enforcement agency shall mail a copy of the notice by certified mail, return receipt requested, to the owner and to the lien holder, if any.

(e) If, at the end of the period specified in the notice, the abandoned property has not been removed, then the law enforcement officer may cause the abandoned property to be removed as provided in F.S. ch. 705.

(f) Any person may seek an injunction against any violation of this article and recover such damages as he may suffer, including, but not limited to, the cost of removal of any abandoned property.

(Code 1992, § 14-32; Ord. No. 17-04, § 5, 3-7-2017)

HOW TO FILE A CODE COMPLAINT WITH LEON COUNTY



CODE VIOLATIONS CONSIST OF A WIDE RANGE OF INFRACTIONS, INCLUDING BUT NOT LIMITED TO:

- ✓ *Building without a permit*
- ✓ *Dilapidated structures*
- ✓ *Overgrown grasses, weeds and shrubbery*
- ✓ *Accumulation of miscellaneous junk and debris*
- ✓ *Inoperable vehicles*
- ✓ *Illegal signs on County right of way*

Leon County Code Compliance Services promote, protect, and improve the health, safety, and welfare of all citizens by enforcing adopted ordinances and policies for the unincorporated area of the county, ranging from land development and land use regulations to codes governing such things as junk, debris, unpermitted structures, and more. Our goal is to educate residents about the codes and ordinances of Leon County while striving to achieve voluntary compliance on all issues.

TO FILE A COMPLAINT:

Visit LeonCountyFL.gov/CitizensConnect, or use your phone to scan the QR code to submit a Code Complaint Form. Pursuant to Florida Statutes 162.06 (1)(b), complainants generally cannot remain anonymous.

MORE INFORMATION

WHAT HAPPENS AFTER A CODE COMPLAINT IS FILED:

- ✓ Once a complaint is received, an initial inspection is conducted within 48-72 hours.
- ✓ If the complaint is valid, efforts are made to contact the property owner as the responsible party to remedy the alleged violation.
- ✓ The property owner is given a timeframe to come into compliance. Since the severity of the violations may vary, the time to bring the property into compliance may differ.
- ✓ Failure to timely comply means the case can be referred to the County's Code Enforcement Board for Resolution.

CREATING COVENANTS:

Some neighborhoods have covenants to establish and uphold community standards, promote community, and preserve appeal.

Creating neighborhood covenants involves several steps that require careful planning and legal considerations. If your neighborhood is interested in implementing and managing covenants, we advise seeking guidance from a private attorney. Please note that the County does not enforce private restrictions or covenants.



For more information, contact the Leon County Department of Development Support and Environmental Management (DSEM) / Code Compliance Program at CodeCompliance@LeonCountyFL.gov or call 850-606-1300.

Leon County
Board of County Commissioners

Notes for Agenda Item #17

Leon County Board of County Commissioners

Agenda Item #17

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: November 2024 Quarterly Economic Dashboard Report

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Artie White, Director, Planning, Land Management & Community Enhancement (PLACE)
Lead Staff / Project Team:	Keith Bowers, Director, Office of Economic Vitality (OEV) Dan Lucas, Business Intelligence Manager, OEV

Statement of Issue:

This item seeks Board acceptance of the November 2024 Quarterly Economic Dashboard Report which analytically quantifies the economic health and growth of Leon County every quarter to evaluate local economic vitality.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the November 2024 Quarterly Economic Dashboard Report (Attachment #1).

Report and Discussion

Background:

This item seeks Board acceptance of the November 2024 Quarterly Economic Dashboard Report which analyzes the economic health and growth of Leon County every quarter to quantify local economic vitality.

Since February 2017, the Tallahassee-Leon County Office of Economic Vitality (OEV) has produced the *Quarterly Economic Dashboard* to give a consistent recurring snapshot of the local economy and to demonstrate the ongoing efforts to support economic vitality and provide a return on investment. The Dashboard is designed to appeal to local decision-makers and business leaders outside Leon County who may be considering company expansion or relocation. In addition to the *Quarterly Economic Dashboard*, in 2019, OEV began producing a monthly data release, *Data Driver*, which has City and County employment, unemployment, and other statistics. OEV also produces the *Annual Economic Review*, a one-year and five-year retrospective of the indicators featured in the *Quarterly Economic Dashboard*. In 2020, the International City/County Management Association recognized the *Quarterly Economic Dashboard* with a Certificate of Achievement in Performance Management.

Analysis:

OEV staff monitors key economic metrics and tracks current economic trends and conditions important to the local economy. The Data Center is the community's most comprehensive database of over 80 economic indicators, updated continuously to ensure visitors can retrieve the most accurate data. The Dashboard supplements the Data Center as a snapshot of the local economy by focusing on the 13 key and most commonly requested economic indicators in a consistent format that is easy to read and follow.

The most recent Dashboard has data from the third quarter of 2024 (Q3, July-September) which is the latest information available for the 13 indicators (Attachment #1). The Dashboard metrics include:

- **Employment** levels for Q3 2024 averaged 196,598, up 0.5% from 195,540 in Q3 2023. Average employment has increased year-over-year for 14 consecutive quarters in the Metropolitan Statistical Area (MSA), which includes Gadsden, Jefferson, Leon, and Wakulla Counties.
- MSA **Initial Claims for Unemployment Compensation** in Q3 2024 totaled 497 which is down 7.8% from Q2 2024 and 6.8% less year-over-year from Q3 2023.
- Q3 2024 **New Single-Family Construction Permits** totaled 109 (78 from the City and 31 from the County), down 27.3% from Q3 2023.
- The **Median Single-Family Home Sales Price** in Q2 2024 was $342,000, up 3% compared to Q2 2023 ($332,000) and was up 12.1% from the previous quarter ($305,000 in Q1 2024). The quarter-to-quarter median price for the Tallahassee metro area has decreased in five of the past eight quarters.

- **Tourist Development Tax Receipts** in Q2 2024 were down 5.6% from Q2 2023. Receipts increased by 12.8% from Q1 2024 (receipts for Q2 were higher than Q1 in 19 of the past 20 years). Receipts were 32% higher than the five-year Q2 average of $1.88M during 2019-2023.
- **TLH Passengers** totaled 235,771 in Q3 2024, the most for any Q3 since 2005, and 8.8% more than the Q3 2023 total of 216,670. The Q3 2024 total was 32% higher than the 10-year Q3 average of 178,094 during 2014-2023.
- The MSA 3-month average **Unemployment Rate** was 3.8% in Q3 2024, up 0.4 points from 3.4% in Q3 2023, and up 0.3 points from 3.5% in Q2 2024. The 3-month average Unemployment Rate has been under 4% since Q4 2021.
- The **Average Weekly Wage** in the MSA was $1,128 in Q1 2024, up $71 (6.7%) year-over-year compared to $1,057 in Q1 2023. During 2019-2023, the average year-over-year Q1 increase was 4.7%.
- **Mortgage Foreclosures** in Leon County totaled 38 in Q3 2024, down from 68 in Q3 2023. Foreclosures in Q3 2024 were 64% lower than the 10-year Q3 average of 104 during 2014-2023.
- The **Office Vacancy Rate** was 4.7% as of Q3 2024, down from 5.2% in Q3 2023.
- The **Industrial Vacancy Rate** was 3.1% in Q3 2024, up from 1.8% in Q3 2023, and down 0.5 points from 3.6% in Q2 2024, the steepest quarterly rate of decrease since Q3 2020. Industrial vacancy has been under 4% every quarter since Q2 2018.
- Average monthly MSA **Labor Force** was up 0.9% from 202,424 in Q3 2023 to 204,325 in Q3 2024. The Labor Force has increased year-over-year for 14 consecutive quarters.
- **Taxable Sales** in the MSA totaled $1.67 billion in Q2 of 2024, 2.8% more than in Q2 of 2023. Taxable sales in Q2 2024 were 15.1% higher than the Q2 average of $1.45 B during 2019-2023.

The economic indicators of the Tallahassee MSA and continued focus on economic vitality support the recent designation as the strongest economy in the United States by *Area Development* magazine. The 6.7% growth in average weekly wage in Q1 2024 exceeded the quarterly regional inflation rate of 3.6% (CPI-U South), resulting in an effective increase of 3.1%. Workforce indicators for Q3 2024 included a modest 0.5% increase in employment levels and a 0.9% growth in the labor force compared to Q3 2023. The 3-month average unemployment rate has been under 4% since Q4 2021. The vacancy rate for Office properties was under 5% for three consecutive quarters for the first time since Q3 2019. The vacancy rate for Industrial properties has held steady under 4% every quarter since Q1 2018. Median single-family home sales prices have stabilized, with year-over-year increases of 3% or less since Q3 2023. Mortgage foreclosures are down by almost two-thirds compared to the 10-year Q3 average. Initial unemployment claims are down 76% compared to the 10-year Q3 average.

Staff monitors and analyzes these and other indicators to further support the implementation of the adopted Economic Development Strategic Plan and to ensure that policymakers, business operators, and the public have the information they need to make informed business decisions.

Options:

1. Accept the November 2024 Quarterly Economic Dashboard Report (Attachment #1).
2. Board direction.

Recommendation:

Option #1

Attachment:

1. November 2024 Quarterly Economic Dashboard

November 2024 Edition

QED
Quarterly Economic Dashboard

OFFICE OF ECONOMIC VITALITY

Indicator* – Most Recent Quarter		Since Last Year	What Does This Mean?
EMPLOYMENT	196,598 (3rd qtr. 2024)	+0.5% Up 1,058 from Q3 2023	**Employment** was up 0.1% from the Q2 2024 average of 196,312. Average employment has increased year-over-year 14 consecutive quarters.
UNEMPLOYMENT CLAIMS	497 (3rd qtr. 2024)	-6.8% 36 fewer than in Q3 2023	MSA **Initial Claims for Unemployment Compensation** in Q3 2024 were down by 42 (-7.8%) from 539 in Q2 2024, and 76% less than the 10-year Q3 average of 2,044 during 2014-2023.
NEW SINGLE-FAMILY CONSTRUCTION PERMITS	109 (3rd qtr. 2024)	-27.3% 41 fewer than in Q3 2023	**Single-Family Construction Permits** in Leon Co. totaled 109 (City of Tallahassee, 78; Unincorporated Leon Co., 31), down 23.8% from 143 permits in Q2 2024, and 29% lower than the 10-year Q3 average of 171 permits during 2014-2023.
MEDIAN SINGLE-FAMILY HOME SALES PRICE	$342,000 (2nd qtr. 2024)	+3.0% Up $10K from Q2 2023	**Median Sales Price** was up 12.1% from Q1 2024, has risen in 13 of the past 20 quarters in the MSA, and has been more than 20% lower than the statewide median sales price since Q3 2021.
TOURIST TAX RECEIPTS	$2.47 M (2nd qtr. 2024)	-5.6% Down $146K from Q2 2023	MSA **Tourist Development Tax Receipts** increased by 12.8% from Q1 2024 (receipts for Q2 were higher than Q1 in 19 of the past 20 years). Receipts were 32% higher than the 5-year Q2 average of $1.88M during 2019-2023.
TALLAHASSEE PASSENGERS	235,771 (3rd qtr. 2024)	+8.8% 19,101 more than in Q3 2023	**TLH Passengers** in Q3 2024 were the most for any Q3 since 2005, and 32% higher than the 10-year Q3 average of 178,094 during 2014-2023.
UNEMPLOYMENT RATE	3.8% (3rd qtr. 2024)	+0.4 pts. Up from 3.4% in Q3 2023	The MSA 3-month average **Unemployment Rate** was up 0.3 points from 3.5% in Q2 2024. The 3-month average Unemployment Rate has been under 4% since Q4 2021.
AVERAGE WEEKLY WAGE	$1,128 (1st qtr. 2024)	+6.7% $71 more than in Q1 2023	MSA **Average Weekly Wage** increased 6.7% from Q1 2023, exceeding the 4.7% average year-over-year Q1 increase during 2019-2023.
MORTGAGE FORECLOSURES	38 (3rd qtr. 2024)	-44.1% 30 fewer than in Q3 2023	**Mortgage Foreclosures** in Leon Co. were down by 22 from a total of 60 in Q2 2024. Foreclosures in Q3 2024 were 64% lower than the 10-year Q3 average of 104 during 2014-2023.
OFFICE VACANCY RATE	4.7% (3rd qtr. 2023)	-0.5 pts. Down from 5.2% in Q3 of 2023	**Office Vacancy** was up 0.3 points from 4.4% in Q2 2024, and has been under 6% since Q1 2020.
INDUSTRIAL VACANCY RATE	3.1% (3rd qtr. 2024)	+1.3 pts. Up from 1.8% in Q3 of 2023	**Industrial Vacancy** was down 0.5 points from 3.6% in Q2 2024, the steepest quarterly rate of decrease since Q3 2020. Industrial vacancy has been under 4% every quarter since Q2 2018.
LABOR FORCE	204,325 (3rd qtr. 2024)	+0.9% Up 1,901 from Q3 2023	MSA avg. monthly **Labor Force** was up 953 (0.5%) from Q2 2024. Labor Force has increased year-over-year 14 consecutive quarters.
TAXABLE SALES	$1.67 B (2nd qtr. 2024)	+2.8% Up $46M from Q2 2023	MSA **Taxable Sales** in Q2 2024 were up 1.8% from Q1 2024, and 15.1% higher than the Q2 average of $1.45 B during 2019-2023.

Note: Q1 = January-March; Q2 = April-June; Q3 = July-September; Q4 = October-December. All metrics are for the Tallahassee MSA unless stated otherwise.
Sources: Florida Department of Economic Opportunity, Labor Market Information, Local Area Unemployment Statistics (LAUS); Bureau of Labor Statistics, Quarterly Census of Employment and Wages (QCEW); Florida Department of Economic Opportunity, Reemployment Assistance Data; Florida Legislature's Office of Economic and Demographic Research; Florida Department of Revenue, Office of Tax Research; City of Tallahassee Growth Management Department and Leon County Department of Development Support & Environmental Management; Leon County Clerk of Courts; Tallahassee Board of Realtors; Tallahassee International Airport; CoStar Property.

*Leading: May signal future changes; Lagging: May confirm pattern already in progress; Coincident: Occurs in real-time and clarifies condition of economy.

Put into Words…

- **Employment** was up 0.1% from the Q2 2024 average of 196,312. Month-to-month employment levels have increased in 35 of the past 60 months, with an average gain of 150 per month. Average employment has increased year-over-year 14 consecutive quarters.
- **Initial Claims for Unemployment Compensation** in Q3 2024 were down by 42 (-7.8%) from 539 in Q2 2024, and 76% less than the 10-year Q3 average of 2,044 during 2014-2023. Quarterly claims have been under 700 since Q3 2021.
- **New Single-Family Construction Permits** Single-Family Construction Permits in Leon County were down 23.8% from 143 permits in Q2 2024, and 29% lower than the 10-year Q3 average of 171 permits during 2014-2023. The City of Tallahassee accounted for 72% of Q3 2024 permits; unincorporated Leon County, 28%. Total permit value was $28 million, down 21% from the 10-year (2014-2023) Q3 average, and down 34% from the 5-year (2019-2023) Q3 average of $42.2 million.
- The Q2 2024 **Median Single-Family Home Sales Price** was up 12.1% from Q1 2024, has risen in 13 of the past 20 quarters in the MSA, and has been more than 20% lower than the statewide median sales price since Q3 2021. The quarter-to-quarter median price for the Tallahassee metro area has decreased in five of the past eight quarters.
- **Tourist Development Tax Receipts** increased by 12.8% from Q1 2024 (receipts for Q2 were higher than Q1 in 19 of the past 20 years). Receipts were 32% higher than the 5-year Q2 average of $1.88M during 2019-2023.
- The volume of **TLH Passengers** in Q3 2024 was the most for any Q3 since 2005, and 32% higher than the 10-year Q3 average of 178,094 during 2014-2023. Passenger traffic has increased month-to-month in 33 of the past 60 months.
- The 3-month average **Unemployment Rate** in Q3 2024 was up 0.3 points from 3.5% in Q2 2024. The 3-month average Unemployment Rate has been under 4% since Q4 2021 and under 5% since Q2 2021.
- The Tallahassee metro area **Average Weekly Wage** was up 6.7% from Q1 2023, higher than the 4.7% average year-over-year Q1 increase during 2019-2023. The 4-quarter moving average has increased in all but one quarter since 2017, comparing same quarter of the prior year. The Q1 2024 average weekly wage was 81% of the State's average ($1,394).
- Leon County **Mortgage Foreclosures** were down by 22 from a total of 60 in Q2 2024. Foreclosures in Q3 2024 were 64% lower than the 10-year Q3 average of 104 during 2014-2023. Foreclosures have been under 100 per quarter since Q4 2019.
- The **Office Vacancy Rate** was up 0.3 points from 4.4% in Q2 2024, and has been under 6% since Q1 2020. The **Industrial Vacancy Rate** was down 0.5 points from 3.6% in Q2 2024, the steepest quarterly rate of decrease since Q3 2020.
- The Tallahassee metro area average monthly **Labor Force** was up 953 (0.5%) from Q2 2024. Labor Force has increased year-over-year 14 consecutive quarters.
- **Taxable Sales** in Q2 2024 were up 1.8% from Q1 2024, and 15.1% higher than the Q2 average of $1.45 B during 2019-2023. Leon County accounted for 86% of metro area taxable sales.

Leon County
Board of County Commissioners

Notes for Agenda Item #18

Leon County Board of County Commissioners

Agenda Item #18

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: CareerSource Capital Region Annual Report and Approval of Interlocal Agreement

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal R. Ezzagaghi, Assistant County Administrator Artie White, Director of Planning, Land Management, & Community Enhancement (PLACE)
Lead Staff / Project Team:	Keith Bowers, Director of the Office of Economic Vitality

Statement of Issue:

This item provides an annual report from CareerSource Capital Region (CareerSource) and seeks Board approval of a revised Interlocal Agreement between Leon, Gadsden, Jefferson, and Wakulla Counties and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, designating CareerSource as the region's central employment agency to carry out state and federal workforce initiatives and laws (Attachment #1).

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the Interlocal Agreement between Leon, Gadsden, Jefferson, and Wakulla Counties and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region through June 30, 2028 (Attachment #1).

Report and Discussion

Background:

This item provides an annual report from CareerSource and seeks Board approval of a revised Interlocal Agreement between Leon, Gadsden, Jefferson, and Wakulla Counties and CareerSource, designating CareerSource as the region's central employment agency and to carry out state and federal workforce initiatives and laws (Attachment #1).

CareerSource serves as the administrative agency of the local workforce development board and is charged with leading the effective delivery of workforce development programs throughout the region. In recent years, Leon County has entered into agreements with CareerSource, as an employment agency, to further support the delivery of workforce development programs in the community including the designation of the County's libraries as CareerSource affiliate locations and expanding the County's Summer Youth Training Program.

The County's partnerships with CareerSource advances the following FY 2022 – FY 2026 Strategic Initiative:

- *Collaborate with regional workforce and talent partners to connect companies and education institutions with training programs to inform, support, and recruit entry level technology talent. (2022-9)*

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

- *(EC-2) Support programs, policies, and initiatives to attract, create, and promote expansion of business, entrepreneurship, job creation, workforce development, economic equity and mobility.*

In 2021, the Reimagining Education and Career Help (REACH) Act was approved by the Florida Legislature and signed into law by Governor DeSantis. The REACH Act established a comprehensive blueprint for the state's talent development ecosystem and directed the CareerSource Florida Network to eliminate multiple layers of administrative entities to improve coordination of the workforce development system. The alignment and consolidation of local workforce development areas through the REACH Act resulted in the Jefferson County workforce development area's realignment into CareerSource Capital Region.

As designated under the Workforce Innovation and Opportunity Act (WIOA), Leon, Gadsden, Jefferson, and Wakulla Counties comprise the workforce development area for the Capital Region (Region 5). CareerSource serves as the administrative agency of the local workforce development board and is charged with leading the effective delivery of workforce development programs throughout Region 5. The Region 5 Workforce Development Consortium (Consortium), which consists of one representative from the Leon, Gadsden, Jefferson and Wakulla County Commissions, meets twice a year and is responsible for reviewing and approving the local workforce board budget and annual audit. Commissioner Maddox currently serves as the Board's designee on the Consortium.

On May 12, 2015, the Board approved an Interlocal Agreement between CareerSource and the Boards of County Commissioners of Leon, Gadsden, and Wakulla Counties. The agreement defined the roles and responsibilities of each party, establishing CareerSource as the central employment agency for Region 5. In December 2020, following guidance from the Florida Department of Economic Opportunity, CareerSource and the regional counties entered into a new Interlocal Agreement, effective through June 30, 2025, with automatic one-year renewals thereafter. The parties are executing a new agreement due to Jefferson County being added as a party to the Consortium.

This agenda item seeks approval of a revised Interlocal Agreement between CareerSource Capital Region and the counties of Leon, Gadsden, Jefferson and Wakulla, which establishes the roles and responsibilities of the respective Boards of County Commissioners and CareerSource as the primary employment agency for Region 5.

Analysis:

The proposed CareerSource Interlocal Agreement between CareerSource and Leon, Gadsden, Jefferson and Wakulla Counties largely mirrors the current Interlocal Agreement in establishing the authorities and responsibilities of each of the counties and CareerSource in accordance with federal and state law. As the administrative agency of the local workforce development board (LWDB), CareerSource connects employers with qualified, skilled and talented local citizens with employment and career development opportunities to achieve economic prosperity in the Capital Region. The LWDB develops the region's strategic workforce development plan; identifies occupations for which there is a demand in the area and selecting training institutions that may provide training; solicit the input and participation of the local business community in the provision of services for the residents of the region; provide policy guidance and procedures for programs established by CareerSource; and, provides oversight and monitoring activities. The Tallahassee-Leon County Office of Economic Vitality serves as the County's staff liaison to CareerSource and serves on the local workforce development board (LWDB).

As outlined in the revised CareerSource Interlocal Agreement, 14 private sector seats are appointed to the LWDB by respective County Commissions, apportioned as follows: seven (7) from Leon County, including one (1) representative from the Tallahassee-Leon County Office of Economic Vitality, three (3) from Gadsden County, two (2) from Jefferson County and two (2) from Wakulla County. Nominations for these private sector seats are submitted by local business organizations and business trade associations including local chambers of commerce, downtown merchants' associations, area business associations, etc., and must be compliant with the WIOA and Florida Statutes. The remaining eleven LWDB memberships are selected based upon requirements in the WIOA, as outlined below:

- One (1) adult education and literacy representative;
- One (1) institution of higher education representative;
- Two (2) economic and community development representatives;
- Two (2) organized labor representatives;
- One (1) community-based organization serving veterans representative;

- Two (2) governmental agencies representing vocational rehabilitation and public assistances representatives;
- One (1) philanthropic organization representative;
- One (1) non-state funded higher education institution representative; and
- Other appropriate representatives as determined by the local elected officials.

The Region 5 Workforce Development Consortium consists of one representative from the Leon, Gadsden, Jefferson and Wakulla County Commissions and is responsible for reviewing and approving the local workforce board budget and annual audit. The Consortium is required to coordinate with the LWDB for the following:

- Attend the LWDB meetings once per quarter;
- Relay feedback relative to initiatives or employment challenges presented in the counties for which they serve;
- Provide direction to the LWDB and its staff on matters related to the selection of a One-Stop Operator and Workforce Development Services Provider and creation of the four-year local plan;
- Communicate suggestions for improvement based on their experience and feedback from constituents; and
- Establish and provide input to create or update the bylaws of the LWDB.

Upon approval by the regional counties, the revised Interlocal Agreement will become effective and continue through June 30, 2028, with automatic one-year renewals unless any party provides notice of its intent not to renew prior to March 1st of any extension period.

Options:

1. Approve the Interlocal Agreement between Leon, Gadsden, Jefferson, and Wakulla Counties and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region through June 30, 2028 (Attachment #1).
2. Do not approve the Interlocal Agreement between Leon, Gadsden, Jefferson, and Wakulla Counties and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region through June 30, 2028 (Attachment #1).
3. Board direction.

Recommendation:

Option #1

Attachment:

1. CareerSource Interlocal Agreement between Leon, Gadsden, Jefferson, and Wakulla Counties and CareerSource Capital Region.

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT ("Agreement") is made and entered into by and between Gadsden County, a political subdivision of the State of Florida, Leon County, a charter county and political subdivision of the State of Florida, Jefferson County, a political subdivision of the State of Florida, Wakulla County, a charter county and political subdivision of the State of Florida (herein collectively referred to as "Counties"), and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, a Florida not for profit corporation (hereinafter referred to as "CSCR"), (all parties herein collectively referred to as "Parties").

WHEREAS, CSCR is a local workforce development board created under § 445.004, Fla. Stat. and is subject to Chapters 119 and 286, Fla. Stat., as well as S. 24, Art. I of the State Constitution; and

WHEREAS, Gadsden County, Jefferson County, Leon County, and Wakulla County comprise a local workforce development area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113–128 ("WIOA"), and Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000" ("Workforce Innovation Act"), and which implements the WIOA (collectively referred to herein as "Authority"); and

WHEREAS, the Authority establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the Authority creates a partnership among state and local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIOA requires the designation of LWDAs to promote the effective delivery of workforce development programs; and

WHEREAS, the WIOA requires that where a WDA is comprised of more than one unit of local government, those various governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general purpose unit of government; and

WHEREAS, the Counties have been designated as the LWDA for the Capital Region, Region 5 ("LWDB"); and

WHEREAS, § 163.01, Fla. Stat., provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an Interlocal agreement; and

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Parties previously entered into that certain agreement on ~~July 1~~, 2023 ("Previous Agreement"); and

WHEREAS, the Parties desire to amend and replace the Previous Agreement with this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to § 163.01, Fla. Stat., the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms in this Agreement.

B. "Authority" means the WIOA and Workforce Innovation Act.

C. "CEO" means the Chief Executive Officer of CSCR.

D. "CFO" means the Chief Financial Officer of CSCR.

E. "CLEO" means the Chief Elected Executive Officer of a unit of general local government in a local area and, in a case in which a local area includes more than one unit of local government, the representative(s) under the agreement (interlocal, consortium, and other agreements) that specifies the respective roles.

F. "Consortium Chair" means the Chief Local Elected Official (CLEO) designated as the lead Chief Local Elected Official.

G. "Consortium" means the four-member board consisting of the appointed member of each Board of County Commission of each of the Counties, which shall perform the duties and responsibilities stated in Section 6 herein.

H. "Counties" means Gadsden County, Florida, Jefferson County, Florida, Leon County, Florida, and Wakulla County, Florida.

I. "CSCR" means the administrative entity of the LWDB.

J. "Fiscal Agent" means the individual or entity designated with the responsibilities and functions described in 20 CFR § 679.420.

K. "Insureds" means the CLEO, Counties, and the LWDB.

L. "LWDA" means the Local Workforce Development Area for the Capital Region, Region 5,

consisting of the geographical boundaries of the Counties, and designated by the Governor of the State of Florida as a local area pursuant to 29 USC §3121.

M. "LWDB" means the Local Workforce Development Board and consists of the LWDA appointees who serve on the LWDB, which shall perform the duties and responsibilities stated in Section 8 herein.

N. "One-Stop Operator" means the single entity or consortium of entities described in 20 CFR § 678.600.

O. "Parties" means the Counties and the CSCR.

P. "Previous Agreement" means that certain Interlocal agreement entered into by the Parties on July 1, 2015, and which is superseded by this Agreement.

Q. "Programs" means workforce development programs operating within the LWDA and that are administered by the LWDB and CSCR.

R. "State" means the State of Florida.

S. "SWDB" means the state workforce development board and specifically refers to CareerSource Florida.

T. "WDA" means a workforce development area under the Authority.

U. "Workforce Development Services Provider" means an entity or individual who provides career services in the LWDA pursuant to an agreement with the One-Stop Operator.

V. "WIOA" means the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113–128.

W. "Workforce Innovation Act" means Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000."

X. Except as otherwise expressly provided herein, the definitions set forth in 29 USC §3102 are hereby adopted and incorporated by reference herein.

2. Purpose.

The purpose of this Agreement is to establish the authorities and responsibilities of the Parties required for the implementation of Programs in accordance with the Authority and such other workforce federal, state, and other non-governmental grants and revenues which may be awarded to any entities created under this Agreement or performing goods or providing services under this Agreement, and to ensure compliance with the rules and regulations

applicable to such Authority, grants, and awards. Upon the Effective Date of this Agreement, this Agreement shall supersede and replace, in its entirety, the Previous Agreement.

3. Identification of Parties to this Agreement and Notice.

   Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the Parties from time to time.

   The Parties are more particularly described as follows:

   Gadsden County, Florida
   Board of County Commissioners
   9 E. Jefferson Street
   Quincy, Florida 32351

   Leon County, Florida
   Board of County Commissioners
   301 S. Monroe Street, 5th Floor
   Tallahassee, Florida 32301

   Jefferson County, Florida
   Board of County Commissioners
   1 Courthouse Circle
   Monticello, FL 32344

   Wakulla County, Florida
   Board of County Commissioners
   3093 Crawfordville Hwy.
   Crawfordville, Florida 32327

   Big Bend Jobs & Education Council, Inc.
   d/b/a CareerSource Capital Region
   Chief Executive Officer
   2601 Blair Stone Road
   Building C, Suite 200
   Tallahassee, FL 32301

4. LWDA - Geographical Area to be Served under this Agreement.

   The LWDA is comprised of the geographical area of the Counties, each of which is legally described in Chapter 7, Fla. Stat., which legal descriptions are incorporated herein by reference. This geographical area represents the area to be served under this Agreement.

5. Counties – Authority, Duties, and Responsibilities.

   Acting as the CLEO under the Authority, as required by § 445.007, Fla. Stat., the Board of County Commissioners of each of the Counties has created the LWDB, which has the following authority, duties, and responsibilities:

   A. Appoint and reappoint one of its members to serve on the Consortium.

   B. Appoint members to the LWDB within 90 days of an LWDB member resigning or being removed for cause.

C. Remove its appointed LWDB members, or the Executive Director of the LWDB, for cause. "Cause" includes, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; intentional and flagrant violation of the appointing County's or the CSCR policies, by-laws, or standard of conduct, including any ethical violation; any conduct the appointing County determines to be detrimental to such County, CSCR, or to the purposes and objectives of the workforce development system; provided, however, that removal of the Chair of the CSCR Board requires approval by all the Counties.

D. Provide Program oversight necessary to ensure the effective and efficient delivery of all services as required by the Authority.

E. Ensure, through LWDB meetings, CSCR staff presentations, and Consortium feedback, as well as by approval of CSCR policies, reports, and other agreements, that CSCR has and maintains adequate administration, controls, and management for funds and Programs administered by CSCR including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation, and contracting.

F. Take prompt corrective action deemed necessary and appropriate in their reasonable discretion to comply with the Authority or to assure that performance standards are met.

G. Maintain communication with CSCR necessary to carry out the objectives of this Agreement.

H. Exert every necessary and reasonable effort to resolve disagreements between the Counties and CSCR.

I. Request local area designation (as prescribed in Administrative Policy 94)

J. Request LWDB Certification (as prescribed in Administrative Policy 91)

K. Designate a fiscal agent (if not serving as grant recipient)

6. Consortium – Duties and Responsibilities.

Each member of the Consortium shall be a voting member of the Consortium. The Consortium shall meet a minimum of two times per year. The Consortium will exercise approval authority, which approval will not be unreasonably withheld, over the budget adopted by the LWDB prior to submittal to the SWDB and then the Florida Department of Commerce. The Consortium will also review and approve the annual audit of the CSCR.

Consortium members will be non-voting members of the LWDB; however, through partnership with the LWDB, it is expected the Consortium members:

- Attend the LWDB meetings once per quarter

- Relay feedback relative to initiatives or employment challenges presented in the counties for which they serve
- Provide direction to the LWDB and its staff on matters related to the selection of a One-Stop Operator and Workforce Development Services Provider and the creation of the four (4) year local plan
- Communicate suggestions for improvement based on their experience and feedback from constituents
- Establish and provide input to create or update the by-laws of the LWDB
- Provide input on the negotiation and agreement on the LWDB's local performance measures with the state

7. LWDB - Composition, Selection, and Term.

A. Composition. As provided in 29 USC §3122, and subject to any additional criteria established by the Governor of the State and the SWDB, the LWDB shall be composed of members meeting the following criteria:

i. A majority (51%) of the LWDB shall be representatives of business in the LWDA, who:

(a) Are business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(b) Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the LWDA; and

(c) Are appointed from among individuals nominated by local business organizations and/or business trade associations.

(d) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.

ii. Not less than twenty percent (20%) of the LWDB shall be representatives of the workforce within the LWDA, who:

(a) Shall include at least two (2) representatives of labor organizations who have been nominated by local labor federations; if no employees in the LWDA are represented by labor organizations, two (2) other representatives of employees will be included;

(b) Shall include at least one (1) representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program; If no union affiliated registered apprenticeship programs exist in the area, a representative of a non-union affiliated registered apprenticeship program must be

appointed, if one exists.;

(c) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(d) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

iii. Include representatives of entities administering education and training activities in the LWDA, who:

(a) Shall include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA;

(b) Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges;

(c) Shall include a representative of a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such representative does not exist.

(d) May include representatives of local education agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

(e) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.

iv. Shall include representatives of governmental and economic and community development entities serving the LWDA, who:

(a) Shall include a representative of economic and community development entities;

(b) Shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973(29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the LWDA;

(c) May include representatives of agencies or entities administering programs serving the

LWDA relating to transportation, housing, and public assistance; and

(d) May include representatives of philanthropic organizations serving the LWDA.

v. May include such other individuals or representatives of entities as the CLEO may determine to be appropriate.

B. Selection.

i. The Chairperson of the LWDB shall be a representative of business in the LWDA and shall be selected by the members of the LWDB to serve for a term of no more than two (2) years and shall serve no more than two (2) terms.

ii. Local business organizations and business trade associations shall submit nominations to the Counties. Such nominations must comply with the composition requirements set forth in Section 7.A.i. above. The Board of County Commissioners of Leon County, Florida, shall appoint seven (7) members to the LWDB. The Board of County Commissioners of Gadsden County, Florida, shall appoint three (3) members to the LWDB. The Board of County Commissioners of Wakulla County, Florida, shall appoint two (2) members to the LWDB, and the Board of County Commissioners of Jefferson County shall appoint (2) members.

iii. Federal and WIOA specified partners on the LWDB will be appointed by their appointing authorities. For example, Vocational Rehabilitation will appoint a regional director to serve on the LWDB.

iv. The importance of minority and gender representation shall be considered when making appointments to the LWDB.

v. New appointments shall be made when necessary to fill vacancies.

C. Term. LWDB members shall be appointed for a fixed four (4) year term and may serve until their successors are appointed. Each LWDB member may serve for a maximum of eight (8) years of consecutive service.

8. LWDB - Powers, Duties and Responsibilities.

A. The LWDB was created for the purpose of collectively carrying out the Counties' responsibilities as CLEO under the Authority. The LWDB members cannot appoint proxies to serve on their behalf.

B. The LWDB shall make all policy decisions for the LWDB pursuant to the authorizing legislation under which grants are made available and awarded to the CSCR as the LWDB sub-grantee recipient and Fiscal Agent for the Programs.

C. In addition to any other duties and functions specified by the SWDB or other law, the LWDB

shall have the following powers, duties, and responsibilities:

a. Conduct meetings using any method of telecommunications, including establishing a quorum through telecommunications, provided that the public is given proper notice of the telecommunications meeting and reasonable access to observe and, when appropriate, participate.

b. Comply with chapters 119 and 286 and s. 24, Art. I of the State Constitution.

c. Ensure that its members file disclosures and statements of financial interest as required in § 445.007(1), Fla. Stat.

d. Develop, submit, ratify, or amend the local plan pursuant to the Authority.

e. Enter into any agreements necessary to designate CSCR as the administrative entity and fiscal agent of the LWDB.

f. Perform oversight of and provide direction to CSCR personnel.

g. Provide ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes of the CSCR and LWDB.

h. Oversee the one-stop delivery system in the LWDB.

i. Ensure that its members participate in the SWDB training program to ensure the members are familiar with the State's workforce development goals and strategies.

j. Designate all local service providers consistent with the requirements of § 445.007(6), Fla. Stat.

k. Adopt a committee structure consistent with the Authority and policies established by the SWDB. The importance of minorities and gender representation shall be considered when appointments are made to any committees established by the LWDB.

l. Apply the procurement and expenditure procedures required by federal law and policies of the Florida Department of Commerce and the SWDB for the expenditure of federal, state, and nonpass-through funds. The making or approval of smaller, multiple payments for a single purchase with the intent to avoid or evade the monetary thresholds and procedures established by federal law and policies of the Florida Department of Commerce and the SWDB is grounds for removal for cause.

m. Comply with all federal and state laws, regulations, rules, and policies related to per diem and travel expenses, reimbursements, tokens of recognition, promotional items, and entertainment costs and recreational activities as these terms are defined by 2 C.F.R. part

230.

n. Comply with the statewide fiscal policy developed by the SWDB and applicable to the LWDB.

o. Comply with the requirements of § 445.007(11), Fla. Stat., before contracting with a member of the LWDB or a relative of a LWDB member.

p. Develop a budget for the purpose of carrying out the duties of the LWDB as enumerated in this Section and the Authority, subject to the approval of the Consortium.

q. Submit the annual budget for review to the SWDB no later than two (2) weeks after the chair approves the budget.

r. Apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith.

s. Adopt procedures and administrative rules to effectively carry out the LWDB's polices and decisions in a manner that does not conflict with the Authority and other applicable federal and State laws, rules, and policies.

t. Make and enter into contracts or other instruments necessary or convenient to exercise its powers.

u. Enter into agreements with other governmental entities within or outside the boundaries of the LWDB for joint performance related to workforce development.

v. Acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate herein, subject to compliance with all applicable federal and State statutes, rules, and regulations.

w. Sue and be sued in its own name or in the name of LWDB, and to retain special counsel.

x. Incur debts, liabilities, or obligations that do not constitute the debts, liabilities, or obligations of the Counties to this Agreement.

y. Lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the LWDB, the LWDA, or any of its contractors, to carry out any of the purposes authorized by this Agreement.

z. Determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSCR on behalf of LWDB.

aa. To determine the manner in which any fee for service income, unrestricted income, or

surplus funds may be expended;

(a) Surplus funds that constitute any carry over monies from one grant year to the next shall be expended in accordance with USDOL or State statutes and regulations;

(b) Surplus funds that constitute program income as defined by federal or State regulations shall be expended in accordance with applicable statutes and regulations;

(c) Any other surplus funds that do not have to be expended pursuant to subparagraphs i. and ii. above, or do not have to be expended in the furtherance of workforce development programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the LWDB Board and LWDB. The decision as to how the expenditures shall be made shall be done at a public meeting of the LWDB by motion and majority vote of the LWDB members present.

bb. To authorize the CEO to enter into and approve Incumbent Worker Training, individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the LWDB for the provision of such services in accordance with polices established by the LWDB or the CEO, as appropriate.

cc. To authorize the CEO to negotiate, enter into, and execute contracts and issue purchase orders following approval of the LWDB, as appropriate.

dd. To authorize the CEO to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the LWDB Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.

ee. To authorize the CEO to draft rules, policies, and procedures to be approved by the LWDB.

ff. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement.

D. The LWDB shall support the Programs and any costs incidental to the operation of such Programs by grant funds appropriated to it under WOIA, other workforce development or welfare legislation, or other grants by or through other federal, State, or local sources. Additionally, the LWDB is authorized to accept any other grants in aid or assistance funds from the United States Government or to accept appropriations from any of the Counties, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property. No funds will be required from the treasuries of the Counties; it being the intent of this Parties that all funding of the Programs and the LWDB be accomplished by grants and funds available pursuant to Programs, including but not necessarily limited to WIOA and any other State and federal grants or other funding.

9. LWDB - Meetings.

   A. All LWDB meetings shall be subject to requirements of, and compliance with, Chapter 286, Fla. Stat., and § 445.007(1), Fla. Stat.

   B. The Chairperson, or Vice Chair in the absence of the Chairperson, shall preside over LWDB meetings.

   C. A quorum at any LWDB meeting shall consist of at least 51% of the LWDB members.

   D. Matters coming before the LWDB shall require the affirmative vote of at least 51% of the voting members present. However, prior to entering into any contracts with an organization or individual represented on the LWDB, the contract must be approved by a 2/3 vote of the LWDB and the LWDB member who could benefit financially from the transaction must abstain from voting on the contract.

   E. Meetings of the LWDB shall not conflict with public workshops or meetings scheduled by the Gadsden County Board of County Commissioners, the Jefferson County Board of County Commissioners, the Leon County Board of County Commissioners, or the Wakulla County Board of County Commissioners.

10. CSCR – LWDB Administrative Entity.

   A. The LWDB has designated CSCR as the LWDB sub-grantee recipient and Fiscal Agent for all WIOA funds and any other grant funds allocated to the LWDB and LWDA for the Programs, pursuant to § 445.007, Fla. Stat. In that capacity, CSCR shall act as its own administrative entity, and be responsible for all Program activities as required by the Authority, including and/or subject to the following:

      i. CSCR shall employ personnel to carry out the effective and efficient operation of the Programs, as defined in the Four-Year Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the oversight of the CSCR and guidance of the LWDB.

      ii. The CEO of CSCR shall be of sufficient competence and experience to organize and train personnel as necessary to conduct the functions and operations of the CSCR as provided in this Agreement.

   B. Pursuant to WIOA and in accordance with the requirements established by the Governor of the State, CSCR shall develop and present the Four-Year Local Plan to the Counties for review and approval. Upon approval and execution of the plans by the Counties when required by the Authority, the CSCR will submit the Four-Year Local Plan to the SWDB and the Florida Department of Commerce.

C. As authorized, approved, or directed by the LWDB, the CSCR shall:

i. Prepare planning documents required by applicable state and federal law and, after any required approval by the Counties, submit them to the appropriate funding authorities for approval.

ii. Prepare and submit an annual budget for the proper expenditure of all funds allocated to CSCR for approval by the Consortium.

iii. Direct the receipt and expenditure of funds in accordance with the Authority, this Agreement, approved Four-Year Local Plan and budget, and/or all applicable federal, State or local laws.

iv. Execute contracts, sub-grants, and other agreements necessary to carry out the Programs authorized by the SWDB and the Florida Department of Commerce, including making the designation of the one-stop operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information.

v. Reach agreement with the Governor of the State and SWDB on local performance measures.

vi. Recommend policy and develop procedures for Program management, planning, operation, evaluation and other necessary functions;

vii. Evaluate Program performance and determine whether there is a need to reallocate Program resources and to modify the grant agreement with the State of Florida Department of Commerce;

viii. Establish and maintain such committees as determined by the LWDB.

ix. Establish and maintain in-force agreements with each of the required one-stop partner agencies;

x. As the Fiscal Agent, collect, account for, invest, and expend Program income generated by Program activities pursuant to the Authority and State requirements and approved CSCR bylaws, procurement policies, and finance and accounting policies.

xi. Conduct oversight with respect to activities, Programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over activities, Programs, and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

xii. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the Programs in order to protect the funds and the integrity of the Programs, subject to final approval or ratification by the LWDB.

xiii. Coordinate workforce investment activities with economic development strategies regionally and develop strong employer linkages.

xiv. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting, and coaching activities through intermediaries in the WBA or through other organizations to assist employers in meeting hiring needs.

xv. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Authority or regulations, subject to approval by the Counties when approving the Four-Year Local Plan and amendments.

xvi. Develop fiscal controls, accounting, audit, and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CSCR and allocated to and expended on Individual Training Accounts unless the SWDB grants a waiver for a lower percentage.

xvii. Make the annual audit conducted in accordance with OMB Super Circular 900 200 available to the Counties and the general public on the CSCR website - www.careersourcecapitalregion.com.

xviii. Maintain insurance coverage sufficient to protect the Counties under this Agreement.

xix. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs.

D. CSCR shall have authority to seek, compete for, and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as the LWDB may deem appropriate and necessary.

E. CSCR shall perform or cause to have performed internal audits and monitoring of all funds as required by the Authority and in accordance with the provisions of Sections 8 and 10 herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and Consortium.

F. CSCR shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws.

G. In order to exercise its independent Program oversight, CSCR shall not serve as the one-stop

operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the LWDB.

H. CSCR shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents in the LWDA.

I. CSCR shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the LWDA.

J. CSCR shall approve, in conjunction with the Counties, all plans as may be required under the Wagner-Peyser (employment services) Act.

K. CSCR shall exert every reasonable and necessary effort to resolve disagreements between CSCR and the Counties.

L. CSCR shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes and applicable IRS regulations and filings.

M. CSCR shall complete and submit all assurances and certifications as required by Program funding sources.

11. Financial Responsibility for the Program.

As provided in the WIOA, the Board of County Commissioners of each of the Counties, as the CLEO, is not relieved of liability for the misuse of grant funds by the designation of CSCR as sub-grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the CLEO, CSCR agrees to the following:

A. Indemnification. Unless determined to be contrary to applicable law, CSCR shall indemnify, defend, and hold harmless the Board of County Commissioners of each of the Counties, its agents and employees, from all claims, suits, judgments or damages caused by CSCR, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. CSCR shall not, however, indemnify, defend or hold harmless the Board of County Commissioners of each of the Counties from any claims, suits, judgments or damages resulting solely from the negligence of the tortfeasor County, its agents and employees.

B. Disallowed Cost Liability. In the event CSCR is determined to be responsible for any disallowed costs, through whatever means, CSCR and the Counties will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSCR will have first responsibility for repayment, through its insurance, and grant or non-grant funds such as unrestricted funds as allowed by the Authority. If such insurance, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Authority.

C. Additional Financial Assurances. During the term of this Agreement, in addition to any other

remedies provided by law, the Authority, or this Agreement, in the event the Counties determine that additional financial or performance assurances are necessary to protect the interests of the Counties, as the CLEO, after written notice to CSCR, the Counties may require that CSCR:

i. Withhold payments from its designated one-stop operator(s) or service provider(s);

ii. Provide for the retainage of a portion of payments due on any contracts and payments thereon;

iii. Make any appearances in any proceedings or conduct any reviews or examinations the Counties deem necessary; or

iv. Post such security, as the Counties deem necessary, for the performance of any obligations as provided in the Authority or this Agreement.

12. Term and Termination.

A. Term. This Agreement shall become effective and commence on January 1, 2024, the "Effective Date", and shall continue through June 30, 2028, unless otherwise terminated as provided herein. This Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending in June 30 of each year, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. Termination for Convenience. The Counties or CSCR may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination.

C. Termination for Default.

i. Each of the following shall constitute an Event of Default:

(a) The failure or refusal by any of the Parties to substantially fulfill any of its obligations in accordance with this Agreement; provided, however, that no such default shall constitute an Event of Default unless and until one of non-defaulting Parties has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either not corrected such default or has not cured the defaults, as determined by the non-defaulting Parties within thirty (30) days from the date of such notice;

(b) The written admission by CSCR that it is bankrupt, or the filing of a voluntary petition under the Federal Bankruptcy Act, or the consent by CSCR to the appointment by a court of a receiver or trustee or the making by CSCR of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSCR's property or business, or the dissolution or revocation of its corporate charter.

ii. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to immediately terminate this Agreement upon written notice to the Parties in default.

D. Termination of Funding. In the event that sufficient budgeted federal formula funds are not available for a new fiscal period, the Counties shall notify CSCR of such occurrence, and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Counties.

13. Modification.

This Agreement may be modified in writing by the mutual consent of the Parties, consistent with the Acts, Regulations or any rule promulgated thereto.

14. Resolution of Disagreements.

To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairperson of LWDB and the Administrator of each of the Counties shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved, any of the Parties may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CSCR and the Counties within thirty (30) days after written notice demanding non-binding mediation. None of the Parties may unreasonably withhold consent to the selection of a mediator, and the Parties will share the cost of the mediation equally. The Parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. In the event that any claim, dispute, or demand cannot be resolved between the Parties through negotiation or mediation as provided herein within sixty (60) days after the date of the initial demand for non-binding mediation, then any of the Parties may pursue any remedies as provided by law.

15. Severability.

In the event any terms or provisions of this Agreement or the application to any of the Parties hereto, person, or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the Parties, persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. Filing of Agreement.

This Agreement shall be filed with the Clerk of each of the Counties.

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Docusigned by:
Kimblin NeSmith
68ED2D96806049C...

Gadsden Consortium Member, Commissioner Kimblin NeSmith

5/6/2024

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY:_____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

_____

Jefferson Consortium Member, Commissioner Chris Tuten

_____

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY:_____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

Docusigned by:
4997E9A7C6EB483...

Leon Consortium Member, Commissioner Nick Maddox

5/6/2024

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY:_____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Docusigned by:
Quincee Messersmith
DF09E10DBBC7468...

Wakulla Consortium Member, Commissioner Quincee Messersmith

5/6/2024

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY:_____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

_____

CareerSource Capital Region Chairperson, Kevin Vaughn

_____

Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY: _____

Date Passed:_____

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

Gadsden Consortium Member, Commissioner Kimblin NeSmith

Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

APPROVED AS TO FORM:

Jefferson Consortium Member, Commissioner Chris Tuten

BY: _____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

May 16th, 2024
Date of Commission Action

BY: _____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

Leon Consortium Member, Commissioner Nick Maddox

BY: _____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

Wakulla Consortium Member, Commissioner Quincee Messersmith

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

APPROVED AS TO FORM:

CareerSource Capital Region Chairperson, Kevin Vaughn

BY: _____

Board Secretary, Amber Tynan

Date Passed: _____

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

_____
Gadsden Consortium Member, Commissioner Kimblin NeSmith

_____
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

_____
Jefferson Consortium Member, Commissioner Chris Tuten

_____
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY: _____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

_____
Leon Consortium Member, Commissioner Nick Maddox

_____
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Quincee Messersmith
Wakulla Consortium Member, Commissioner Quincee Messersmith

5.6.24
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY: Pamela Rakow D.C. for
Wakulla County Clerk of the Circuit Court

WAKULLA CO CLERK OF THE CIRCUIT COURT

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

_____
CareerSource Capital Region Chairperson, Kevin Vaughn

_____
Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY: _____

Date Passed: _____

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AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

68ED2D96806049C...
Gadsden Consortium Member, Commissioner Kimblin NeSmith

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

_____
Jefferson Consortium Member, Commissioner Chris Tuten

_____
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY: _____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

49071E0A7C6E1D4B3...
Leon Consortium Member, Commissioner Nick Maddox

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Quincee Messersmith
DF09E10DBBC7408...
Wakulla Consortium Member, Commissioner Quincee Messersmith

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

_____
CareerSource Capital Region Chairperson, Kevin Vaughn

_____
Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY: _____

Date Passed: _____

Leon County
Board of County Commissioners

Notes for Agenda Item #19

Leon County Board of County Commissioners

Agenda Item #19

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: After-Action Report on Leon County's Preparation, Response, and Recovery Efforts Related to Hurricane Helene; Revisions to Policy No. 24-1, "Grant Application Approval Process"; and Ratification of Disaster Funding Agreements with the Florida Division of Emergency Management

Review and Approval:	Vincent S. Long, County Administrator
Department /Division Review:	Ken Morris, Assistant County Administrator Mathieu Cavell, Director, Community Relations and Resilience
Lead Staff /Project Team:	Kevin Peters, Director, Emergency Management Cameron Williams, Management Intern

Statement of Issue:

This item provides the Board with an after-action report on Leon County's preparation, response, and recovery efforts related to Hurricane Helene which made landfall on September 26, 2024. This after-action report serves as a summary of actions taken to date by Leon County in response to the hurricane and provides findings and recommendations from the emergency activation. This item also seeks Board adoption of revisions to Policy No. 24-1, "Grant Application Approval Process", and ratification of disaster grant funding agreements with the Florida Division of Emergency Management to receive Federal Emergency Management Agency reimbursement for recent Presidentially Declared Disasters.

Fiscal Impact:

This item has a fiscal impact. Approval of the disaster grant funding agreements facilitate the FEMA reimbursement process for disaster costs. For Hurricane Helene, Leon County incurred an estimated $1.3 million in expenses and anticipates up to 100% federal reimbursement once the FEMA reimbursement process is complete, with the federal government covering the full share for debris removal and emergency protective measures. As for the other two federally declared disasters, the County anticipates up to 87.5% federal reimbursement for $445,000 in expenses for Hurricane Debby and $7.8 million in expenses for the May 10 Tornado Outbreak.

Staff Recommendation:

Option #1: Accept the after-action report on Leon County's preparation, response, and recovery efforts related to Hurricane Helene.

Option #2: Adopt the proposed revisions to Policy No. 24-1, "Grant Application Approval Process" (Attachment #1).

Option #3: Ratify the execution of Disaster Funding Agreements (Attachments #2 and #3) with the Florida Division of Emergency Management to receive Federal Emergency Management Agency reimbursement for recent Presidentially Declared Disasters.

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 Hurricane Helene which made landfall on September 26, 2024. This after-action report serves as a summary of actions taken to date by Leon County in response to the hurricane and provides findings and recommendations from the emergency activation. This item also seeks Board adoption of revisions to Policy No. 24-1, "Grant Application Approval Process" (Attachment #1), and ratification of disaster grant funding agreements (Attachments #2 and #3) with the Florida Division of Emergency Management (FDEM) to receive Federal Emergency Management Agency (FEMA) reimbursement for recent Presidentially Declared Disasters.

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.

Hurricane Helene (Helene) was a catastrophic storm which made landfall in Taylor County as a Category 4 major hurricane about 10 miles southwest of Perry, Florida, at 11:10 p.m. on September 26, 2024. With sustained winds reaching 140 mph and storm surge inundation of over 15 feet at landfall, Helene ranks among the most powerful storms to strike the United States resulting in widespread damage across the southeastern region of the country. Areas significantly impacted by the hurricane's devastation included, but were not limited to, Florida's Big Bend region, Georgia, North Carolina, South Carolina, and Tennessee. LCEM monitored the developing situation as the National Weather Service Tallahassee (NWS) began issuing forecasts and warnings. The storm was characterized by severe storm surge, flash floods, and tornadoes that led to significant damage and debris.

Through enhanced monitoring of the weather system the week prior to landfall and assessing the potential severity of wind speeds, storm surge, rainfall, flooding, etc., the Leon County Emergency Operations Center (EOC) was fully operational throughout the week and activated Alpha and Bravo shifts at 7:00 a.m. on September 26th in preparation of the event, with personnel and partner agencies also activating resources on standby. The EOC's structured approach and the collaborative efforts of the community played essential roles in addressing the challenges posed by the hurricane. The EOC was fully activated from September 26 to October 1, engaging hundreds of County staff in coordinating preparation, response, and recovery efforts. Countywide damage assessments and cost estimates for response and recovery expenses concluded in October 2024. The specific activities performed by County work areas are detailed later in this agenda item.

Though Leon County was spared from the worst of Helene, many across the country experienced devastating losses, including multiple neighboring counties. Helene was a reminder of the need to prepare for emergencies and demonstrated once again why it is essential that the County continues to be a #HurricaneStrong Community. Through lessons learned from prior weather events and emergency activations, the County implemented or is implementing 244 recommendations based on 315 findings across all aspects of emergency preparedness, response, and recovery capabilities. These findings and recommendations were detailed in the after-action reports following tropical weather events (Hermine, Irma, and Michael) and other emergencies that impacted the County (the April 2024 Bicentennial Storm and May 2024 Tornado Outbreak), 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.

At least 233 fatalities across multiple states have been attributed to Helene. In North Carolina alone, the storm caused at least 102 deaths as of November 14, 2024. The majority of these fatalities were due to severe flooding and related incidents.

Significant Enhancements since Hermine, Irma, Michael, Idalia, the Bicentennial Storm, and the May 2024 Tornado Outbreak:

Leon County has made multiple strategic updates to its Comprehensive Emergency Management Plan based on recommendations made in previous after-action reports several of which stand out as particularly critical to the success of Leon County's preparedness, response, and recovery efforts relative to Hurricane Helene. 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 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.

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 community preparedness. Today, the Leon County community is better informed and prepared for natural disasters as a direct result of lessons learned from these tropical weather events, 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. To date, Leon County has

implemented 72% of the recommendations from the May 10, 2024 Tornado Outbreak After-Action Report, and staff will provide a full report of implementations during the May meeting in advance of the 2025 hurricane season. Of those implemented thus far, some notable improvements include the following:

- Community & Media Relations developed and distributed informational materials for Damage Assessment Teams to leave with the public during their assessments. These materials 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.
- Initiated regular downloads and updates for client emergency contact information in the Leon County Detention Facility.
- Included briefings at the beginning of each call with Community Organizations Active in Disaster (COAD) keeping all relevant agencies informed about point of distribution (POD) locations and operations to ensure effective resource distribution and to enhance accessibility and support for citizens in need during disaster response efforts.
- Utilized the existing Initial Damage Assessment public portal to create an internal County instance managed by County GIS. This allows staff to record and share damage assessments of County facilities efficiently.
- Expanded the chainsaw training program to include storm protocols, detailed action plans, procedures, and clear points of contact to ensure effective operations during emergencies.

Such significant enhancements have prepared the community for disasters such as Hurricane Helene, focusing on emergency preparedness and response, disaster recovery, and public information updates.

Overview of Weather Development Summaries for Hurricane Helene and Weather Watches & Warnings

The following alerts highlight the rapid escalation of anticipated severe weather conditions in the Leon County area, culminating in multiple watches and warnings as the storm intensified.

September 17, 2024

- 8:00 p.m. - 20% chance for an area of low pressure to form over the western Caribbean in the upcoming seven days is identified in the Daily Tropical Weather Outlook produced by the National Hurricane Center.

September 23, 2024

- 11:00 a.m. - Potential Tropical Cyclone #9 is declared for a disturbance 130 miles south-southwest of Grand Cayman; the National Hurricane Center begins issuing advisories.

September 24, 2024

- 5:00 a.m. - Storm Surge Watch issued for the Gulf Coast of Florida; Hurricane Watch issued for the Gulf Coast of Florida.
    - Both including the Apalachee Bay.
- 5:10 a.m. - Hurricane Watch issued for Leon County.
- 11:00 a.m. - Potential Tropical Cyclone #9 intensifies and is named Tropical Storm Helene.
    - Maximum sustained winds are 45 mph.
- 5:00 p.m. - Hurricane Warning issued for the northern Gulf Coast; Storm Surge Warning issued for the Gulf Coast of Florida.
    - Both including the Apalachee Bay.
- 5:07 p.m. - Hurricane Warning issued for Leon County.

September 25, 2024

- 8:00 a.m. - Flood Watch issued until 8:00 p.m. on September 27, 2024.
- 11:00 a.m. - Tropical Storm Helene intensifies and is upgraded to Hurricane Helene.
    - Maximum sustained winds are 80 mph.
- 9:20 p.m. - Flash Flood Warning issued until 1:15 a.m. on September 26, 2024.

September 26, 2024

- 8:00 a.m. - Hurricane Helene strengthens to a Category 2 hurricane.
    - Maximum sustained winds of 100 mph.
- 10:50 a.m. - Tornado Watch issued until 10:00 p.m. on September 26, 2024.
- 2:25 p.m. - Hurricane Helene becomes a Major Hurricane. Hurricane Helene strengthens to a Category 3 hurricane.
    - Maximum sustained winds of 120 mph.
- 5:17 p.m. - Flash Flood Warning issued until 1:15 a.m. on September 27, 2024.
- 6:20 p.m. - Hurricane Helene continues to be a Major Hurricane. Hurricane Helene strengthens to a Category 4 hurricane.
    - Maximum sustained winds of 130 mph.
- 9:00 p.m. - Extreme Wind Warning issued until 12:00 a.m. on September 27, 2024.
- 9:13 p.m. - Flash Flood Warning issued until 3:15 a.m. on September 27, 2024.
- 11:10 p.m. - Hurricane Helene makes landfall just east of the mouth of the Aucilla River in Taylor County. Hurricane Helene made landfall as a Major Hurricane, with Category 4 strength.

- Maximum sustained winds of 140 mph and estimated storm surge inundation of over 15 feet.

September 27, 2024

- 2:00 a.m. - River Flood Warning issued for Ochlockonee River near Bloxham Gauge.
- 12:48 p.m. - River Flood Warning issued for Ochlockonee River near Concord Gauge.
- 8:00 p.m. - River Flood Warning issued for Ochlockonee River near US-27 Gauge.

The NWS in Tallahassee issued a series of comprehensive reports detailing the projected path, intensity, and impacts of Helene. The hurricane was forecasted to include high sustained wind speeds, substantial wind gusts, storm surge and rainfall, and multiple tornadoes, resulting in significant disruption and destruction in their wake.

For Leon County, there was not an inland penetration of storm surge. Rainfall accumulation ranged from 3.25 inches up to 5.47 inches. In the day preceding landfall western Leon County received heavy rainfall. When combining pre-landfall rain with rainfall accumulation from Helene, western Leon County received 6.10 to 10.30 inches of rain. Leon County experienced sustained wind of up to 48 mph and wind gusts as high as 67 mph during Helene's landfall.

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 September 17, 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 Helene. 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 September 22, 2024, LCEM deployed to the EOC to ensure continuous assessment and coordination with the first coordinating call being held on September 23. Consistent with emergency plans and the ICS, the EOC and LCEM staff 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 any necessary geotargeted Wireless Emergency Alerts.

Post-storm, the EOC's focus expanded to include recovery efforts. This involved consolidating risk shelters, deploying damage assessment teams, and facilitating aid from agencies including the Capital Chapter of the American Red Cross. Cut-and-toss operations began immediately following the hurricane 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. Helene resulted in a Category 4 hurricane making landfall on the Big Bend coast striking Florida, Georgia, South Carolina, and North Carolina. The damage was extensive across the region, but less so in Leon County.

In the lead-up to Helene's landfall, the NWS provided regional emergency managers with updates through emails, webinars, and briefings. These communications detailed the expected severe storm surge, rainfall, flooding, and tornado risks for Leon County and the broader region. Initially, there was no indication that the hurricane's path would deviate with Leon County anticipating a direct impact from the storm, but the forecasted track changed in the hours before landfall.

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.

In summary, Hurricane Helene devastated much of the southeastern U.S., including Florida's Big Bend. However, Leon County avoided the worst impacts. The EOC was fully activated from September 26 to October 1 to manage preparation and recovery efforts. Building on lessons from prior events like Hurricanes Hermine, Irma, and Michael, Leon County implemented strategic updates, including shelter management improvements and public preparedness initiatives such as the "Build Your Bucket" event and the Disaster Survival Guide. Coordination with local, state, and regional partners and real-time communications with the NWS ensured swift operational responses, including cut-and-toss operations and targeted resource management. The majority of recommendations from the May 2024 Tornado Outbreak have been implemented, with full

completion expected by the 2025 hurricane season, reinforcing the County's commitment to continuous improvement in disaster resilience and preparedness.

Analysis:

The analysis is divided into two parts as follows:

- The **Estimated Costs section** provides the latest cost estimates for Helene.
- 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.

Estimated Costs

The following provides information on the $1.3 million in estimated costs related to the response and recovery from Helene:

- $646,000 – Debris removal.
- $605,000 – Emergency Protective Measures (overtime and equipment costs for road clearing, EOC activation, etc.).
- $62,550 – 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.

Once the entire FEMA reimbursement process is complete, Leon County will be responsible for no more than 12.5% of the actual expenditures, with the balance being paid by the State and FEMA. FEMA will reimburse 100% of the first 90 days of debris removal and emergency preparation, representing a vast majority of the costs. Reimbursements for the County's costs may not be recovered until late FY 2025 or FY 2026. 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 Helene FEMA reimbursement process.

To establish the FEMA reimbursement process, the County enters into grant agreements with FDEM, which serves as the pass-through entity for federally obligated disaster relief funds. To expedite what is inherently a lengthy FEMA reimbursement process, this item proposes revisions to Policy No. 24-1, "Grant Application Approval Process" (Attachment #1). The revisions would authorize the County Administrator to execute FDEM disaster grant funding agreements for all Presidentially Declared Disasters, streamlining administrative procedures.

Furthermore, recognizing the urgency of the reimbursement process, the County Administrator recently executed funding agreements with FDEM for Hurricane Debby and the May 10 Tornado Outbreak. This item seeks Board ratification of the County Administrator's execution of these two agreements to ensure compliance and facilitate the reimbursement process.

After-Action Findings and Recommendations for Hurricane Helene

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 Hurricane Helene. 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.

During Hurricane Helene, County Administration provided 15 updates to the Board, detailing preparation, response, and recovery operations. These updates included critical information about all aspects of County operations and provided real-time updates on rapidly changing conditions as detailed in the work area sections below. Additionally, County Administration worked closely with the County Attorney's Office and the Chair of the County Commission to issue a Declared Local State of Emergency, authorizing the County to activate emergency response operations, access emergency resources, implement protective measures, and seek federal and state disaster assistance. The Declared Local State of Emergency remained in effect until October 28, 2024.

Emergency Operations/Leon County Emergency Management (LCEM)

Hours of Activation at County Emergency Operations Center: 133 hours over nine days.

Risk Shelters Opened: Eight shelters.

Risk Shelter Occupancy: 1,576 survivors at peak across risk shelters.

Host Shelters Opened: One American Red Cross Host Shelter.

Host Shelter Occupancy: 50 survivors at peak in host shelter.

Special Needs Shelters Opened: One Special Needs Shelter.

Special Needs Shelter Occupancy: 41 survivors at peak in special needs shelter.

Coordinating Calls Conducted: 10 calls.

Call Participants: 306 single-call peak participation, 2,389 total participants over all calls.

- Fully activated the EOC on September 26 prior to landfall to serve as the central command and coordination hub for all storm-related activities.

- Conducted briefings and shared critical hurricane-related information with all responding agencies, including updates on advisories.
- Held 10 daily coordinating calls with local and state agencies to ensure a unified approach to hurricane response and recovery.
- Ensured continuous monitoring of the hurricane's impact, particularly the areas affected by the storm, 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 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 with lessons learned being integrated into future emergency planning.

Leon County Community & Media Relations (CMR)

Total Impressions (Seen/Heard on All Platforms): 27,055,417 total impressions.

Disaster-Related Media Interviews: 24 interviews.

Updates to the County Emergency Information Portal: 119 updates.

Visitors to the County Emergency Information Portal: 53,669 as of October 22.

Disaster-Related Graphics and Visuals Created: 24 graphics.

- Shared Tallahassee NWS briefings on social media to inform the community. Notably, the forecast differed significantly from the impacts on the County, but weather experts did communicate severe threats of wind, flooding, and storm surge faced by the region.
- Throughout 2023 – 2024, 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: 84 trees removed in the first 24 hours.

Sandbags Distributed: Over 43,000 sandbags distributed.

Cubic Yards of Debris Collected to Date: 36,895 cubic yards collected.

Truck Loads of Debris Hauled to Date: 596 truckloads hauled.

- Conducted active responses to storm-related incidents by clearing obstructions from roads to ensure public safety and accessibility, deploying 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 the hurricane, 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 hurricane.
- Conducted community-wide vegetative debris collection following the hurricane 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: 90 assessed, zero with significant damage.

Number of Repairs Completed: Zero significant repairs.

Number of Points of Distribution (PODs) Managed: Five sites.

At PODs, Cars Served: Approximately 4,396 cars.

At PODs, Cases of Water Distributed: 8,145 cases.

At PODs, Cases of MREs Distributed: 8,094 cases.

At PODs, Tarps Distributed: 4,396 tarps.

Number of Water, MRE, and Tarp Pallets Stored for Future Use: 247 pallets.

- 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 five different points of distribution: one in Woodville, one in Fort Braden, one in Fred George Greenway Park, one at the Miccosukee Community Center, 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 three full days, from September 28 to September 30.

Leon County Emergency Medical Services (LCEMS)

Number of Emergency Medical Calls Responded To: 330 medical-related calls.

Number of Patients Transported (Hospital): 185 patients.

- LCEMS ensured staff readiness, equipment availability, and ambulance deployment strategies were in place.
- During operations, EMS assisted the Tallahassee Fire Department on rescue-related calls.
- Maintained vital connections with hospitals and health partners to offer comprehensive emergency medical support following the storm.
- 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: 137 animals.

Number of Animal-Related Emergency Calls: Four 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)

Number of Community Partner Coordination Calls: Multiple calls with 2-1-1 Big Bend, American Red Cross, and other partners.

Number of Total Disaster Survivor Cases Handled: Five tarps were distributed by Housing to affected households.

Number of Financial Support Cases Handled: Zero cases involved financial or other assistance for housing solutions.

- 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 hurricane.
- Ensured that information and resources were effectively communicated to community members and partner organizations.

Leon County Development Support & Environmental Management (DSEM)

Number of Days Operational for Damage Assessment: Two days.

Number of Staff in Field for Damage Assessment: More than 60 staff.

Approximate Miles Traveled by Teams: More than 1,200 miles.

Number of Destroyed Structures Assessed: Three structures.

Number of Major Damaged Structures Assessed: 27 structures.

Number of Minor Damaged Structures Assessed: 47 structures.

Number of Affected Structures Assessed: 56 structures.

Number of Cost-Free Building Permits Issued for Repairs: 25 permits as of November 20.

- 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 assessments 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 Helene, 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.
- Continued processing cost-free building permits to assist the community rebuild and repair after the emergency.

Leon County Office of Information & Technology (OIT) and Geographic Information Systems (GIS)

Number of Maps/Applications Produced: 24 maps.

Number of Requests for GIS Support: 19 service requests.

Hours of Support Provided to the EOC: 320 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 (CIL): 13 call takers.

Calls Received at CIL: 1,204 calls.

For COAD, Number of Coordinating Calls to Date: Nine calls.

For COAD, Number of Unique Participating Agencies Over All Calls: 20 agencies.

For COAD, Meals Distributed: 220 meals.

For COAD, Work Orders Completed by Voluntary Agencies: 304 work orders.

- VolunteerLEON coordinated community volunteer efforts and donations during the emergency.
- Operated the CIL to answer community questions regarding sandbags, points of distribution locations, shelters, and more.
- Coordinated area voluntary agencies to address critical social service needs, such as tree removal, pantry replenishment, counseling, and more.
- Mobilized and deployed volunteer call takers for the CIL, ensuring that residents receive timely and accurate information during emergencies.

- Organized and conducted coordinating calls for COAD, facilitating collaboration among numerous participating agencies.
- Assisted with the distribution of meals and other essential supplies through COAD, ensuring that affected individuals and families received necessary support and resources.

Real Estate and Purchasing

License Agreements: One license agreement with Talquin Electric Cooperative, Inc.

Number of Providers Contacted for Additional Emergency Supplies: 10 additional providers contacted.

Number of Vendors Who Reached Out to Offer Assistance and Supplies: 23 vendors.

- The license agreement utilizes the Apalachee Regional Park/SWMF to assist prompt, County-wide, utility restoration efforts, effective September 24, 2024, through December 31, 2024, with three automatic one-year renewals.
- Multiple calls to coordinate; including ORS, Parks & Recreation, and the County Attorney's Office.
- Implemented a tracking system for vendors who contacted EOC, CIL, and Purchasing to offer assistance and supplies.

While the metrics above provide a high-level overview of emergency response activities from select work areas, all County departments and divisions involved have conducted their own after-action reviews and assessments of response efforts. Key findings and recommendations requiring further evaluation and consideration are detailed in the next section.

Findings and Recommendations

Every emergency, including Helene, 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 Hurricane Helene will boost Leon County's resilience and preparedness for any future challenges.

- **Finding #1:** Equipping Damage Assessment Teams with materials about 2-1-1 Big Bend, the American Red Cross, utility providers, debris collection, and other resources was well-received by citizens and considered a best practice. Social service providers appreciated the initial outreach to disaster survivors, and this effort will be continued.

- **Finding #2:** Continued collaboration with the American Red Cross and Leon County Schools led to one of the most successful shelter operations in recent history. Shelters opened quickly, were well-staffed, and transitioned to host sheltering under the American Red Cross in an expeditious fashion. Further, all disaster survivors received long-term disaster recovery and housing support through the Red Cross.
- **Finding #3:** State-coordinated, vendor-operated Points of Distribution (PODs) continue to prove to be the most effective and efficient model for distribution. Vendor models often include pre-trained, focused, and responsive staff with experience operating PODs across the nation, significantly reducing the County's staffing burden. That said, Florida National Guard POD operations following Hurricane Helene were critical for disaster recovery in Leon County and surrounding counties.
- **Finding #4:** Coordination with the State of Florida, Florida Department of Elder Affairs, and other partners enabled the County to organize wellness checks at multiple low-income senior living communities following Helene. These checks confirmed that essential supplies were provided and that there were no unmet needs.
- **Finding #5:** The Office of Intervention and Detention Alternatives' newly established protocol for maintaining client emergency contact information led to successful and consistent communication with clients regarding changes to services or expectations during the activation.
- **Finding #6:** The County's internal facility assessment process was enhanced through further integration with TLCGIS applications, allowing for improved documentation and reporting of structure damage following Helene.
- **Finding #7:** Expanded and enhanced just-in-time chainsaw training proved invaluable in response to Helene and will be further reinforced before the start of the 2025 hurricane season.
- **Finding #8:** Local and national media require access to the Public Safety Complex to provide timely and accurate disaster-related information to the public. To ensure secure and specific access, media personnel needed proper identification for designated areas of the building.
    - **Office of Resource Stewardship - Recommendation #8.1:** County Facilities staff will coordinate with CMR to issue credentials to approved media partners. Access will be restricted to public gathering spaces, restrooms, and other similar facilities to ensure security and operational efficiency. No filming or documentation of any sort will occur in restricted areas.
- **Finding #9:** Local radio remains a vital resource before and after a disaster, offering real-time updates and reaching diverse audiences. CMR has expanded outreach through live radio broadcasts and citizen feedback has been very positive.

- **Community and Media Relations – Recommendation #9.1:** In addition to WFSU-FM, strengthen partnerships with local radio stations and programming, such as The Morning Show with Preston Scott on 100.7 WFLA and other iHeartMedia, Inc. affiliates, to enhance situational awareness and help the community better prepare for and respond to disasters.

- **Finding #10:** During Helene, LCEM issued its first countywide wireless emergency alert, significantly increasing traffic to the County's Emergency Information Portal website. This surge highlighted the critical role of the website and the associated Citizens Connect mobile application in providing timely, coordinated information to the public. To ensure continued reliability and functionality during high-demand periods, the technical infrastructure and stability of these platforms should be routinely assessed and improved.
  - **Office of Information Technology - Recommendation #10.1:** Evaluate and enhance the technical infrastructure of the Emergency Information Portal and Citizens Connect mobile app to support increased traffic and ensure stability during emergencies. Improvements should focus on mobile responsiveness, scalability, and seamless integration with County systems to enhance citizen engagement and access to timely information during disaster events.

- **Finding #11:** Pre-landfall press conferences, first implemented following Hurricane Irma's after-action report, have proven to be a highly effective strategy in disaster communication. These conferences provide timely updates to the public, reinforce preparedness efforts, and establish a clear and trusted line of communication before an emergency escalates. Their consistent use has enhanced public awareness and readiness, ensuring critical information is disseminated broadly and effectively.

- **Finding #12:** Disaster education and resilience training can begin effectively at a young age, fostering a culture of preparedness from an early stage. By using engaging, age-appropriate methods like mascots Billy the Bucket and Teddy Bear-a-medic, preparedness can be treated as a fun and interactive activity rather than something intimidating or anxiety-inducing. This approach helps children learn valuable safety skills while reducing fear associated with emergencies.
  - **Community and Media Relations - Recommendation #12.1:** Continue exploring youth-focused opportunities to deploy Billy the Bucket and Teddy Bear-a-medic in educational initiatives. Partner with Leon County Schools to expand hurricane preparedness outreach programs for children, ensuring they receive engaging, age-sensitive training in advance of each hurricane season. These efforts should emphasize readiness in a way that is both entertaining and informative for young audiences.

- **Finding #13:** During Helene's activation, it was discovered that the EOC and the County's Office of Resource Stewardship, particularly Facilities and Parks & Recreation, do not share a common radio channel on the 800MHz radio system. This lack of direct communication posed challenges for overseeing PODs in rural areas.

- **Emergency Management - Recommendation #13.1:** Explore the feasibility of having 800MHz Radio System staff program a common radio channel for both EOC and ORS radios. This enhancement would provide direct lines of communication between the EOC and ORS staff managing Points of Distribution during disaster activations, improving operational coordination.

- **Finding #14:** During Helene, the EOC issued a countywide Wireless Emergency Alert (WEA) to announce a mandatory evacuation order for mobile and manufactured homes. The alert directed residents to the Emergency Information Portal for further details, causing a significant surge in website traffic that approached bandwidth limits, resulting in slow load times.
  - **Emergency Management - Recommendation #14.1:** Before issuing WEAs, the EOC should notify the Office of Information Technology to ensure the County's website infrastructure is optimized to handle a potential surge in online traffic, maintaining accessibility and performance.

- **Finding #15:** During EOC activations, ID cards must be issued to activated personnel for access to the Public Safety Complex. Currently, this responsibility falls to the Office of Resource Stewardship, whose staff are also tasked with critical emergency response roles, including facility maintenance, feeding, billeting, and custodial services. These competing priorities limit their availability to create ID cards during activations.
  - **Emergency Management - Recommendation #15.1:** Explore the feasibility of developing a streamlined process for creating temporary ID cards during EOC activations. This approach should prioritize efficiency while maintaining high standards for security and access control. Consider identifying, training, and assigning dedicated personnel to support this function, reducing the burden on existing staff and ensuring uninterrupted access to critical facilities.

- **Finding #16:** During EOC activations, certain County employees are assigned to support roles such as staffing sandbag sites, PODs, shelters, EOC Incident Command, the CIL, damage assessment teams, and more. Due to the no-notice nature of some emergencies, employees have occasionally been activated for roles without prior training, resulting in delays as just-in-time training was provided. These delays can disrupt services and hinder timely response efforts.
  - **Emergency Management - Recommendation #16.1:** Evaluate the implementation of mandatory training for all Emergency Support employees, defined in policy as those without a predetermined emergency activation role. This training would allow employees to indicate their task preferences while ensuring continuity and timeliness during deployment and activation.

- **Finding #17:** During a Declared Local State of Emergency, hourly County employees currently receive their regular hourly pay, administrative leave during office closures, and overtime pay if applicable. However, other jurisdictions and agencies provide disaster pay

in various forms to compensate employees for disaster-specific tasks, including road clearing, damage assessment, Citizens Information Line, and more. Disaster pay can take the form of increased hourly rates or a flat increase to hourly pay, which incentivizes the critical and necessary tasks of emergency preparedness and response while appropriately compensating employees.

- **Human Resources – Recommendation #17.1:** Evaluate the County's personnel policies for compensation of hourly employees activated by the EOC to perform disaster-related functions. This review would include a comparison with policies in other Florida counties and agencies, and consider enhancements such as increased hourly rates or flat pay increases for disaster-specific tasks. The evaluation would also specify that, consistent with FEMA practices, all regular, overtime, and disaster pay would be eligible for FEMA reimbursement if the policy is in place before a disaster occurs, potentially covering up to 100% of eligible costs during the federally authorized reimbursement period. Any policy revisions would come back to the Board for approval at a future meeting.

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 253 recommendations following 332 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 Hurricane Helene.
2. Adopt the proposed revisions to Policy No. 24-1, "Grant Application Approval Process" (Attachment #1).
3. Ratify the execution of Disaster Funding Agreements (Attachments #2 and #3) with the Florida Division of Emergency Management to receive Federal Emergency Management Agency reimbursement for recent Presidentially Declared Disasters.
4. Do not accept the after-action report on Leon County's preparation, response, and recovery efforts related to Hurricane Helene.
5. Board direction.

Recommendation:

Options #1, #2, and #3

Attachment:

1. Proposed Revisions to Policy No. 24-1, "Grant Application Approval Process"
2. Hurricane Debby Funding Agreement
3. May 10th Tornadoes Funding Agreement

9.14

Board of County Commissioners

Leon County, Florida

Policy No. 24-1

Title:	Grant Application and Award Approval Process
Date Adopted:	~~January 23, 2024~~December 10, 2024
Effective Date:	~~January 23, 2024~~December 10, 2024
Reference:	n/a
Policy Superseded:	Policy No. 98-2 "Grant Review Process" adopted May 19,1998; Policy No. 98-3 "Grant Review Process" adopted July 14, 1998; Policy No. 24-1 "Grant Application Approval Process" adopted January 23, 2024

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. ~~98-3~~24-1, "Grant ~~Review~~ Application Approval Process", adopted on ~~July 14, 1998~~January 23, 2024, is hereby ~~repealed and superseded~~amended, and a new revised policy ~~entitled "Grant Application Approval Process"~~ is hereby adopted in its place, to wit:

1. Approval to submit a grant application shall be delegated to the County Administrator if the grant meets one of the following criteria:
   a. an entitlement or competitive grant; or
   b. used for the same activity each year or to make a one-time purchase; or
   c. does not require a cash match (can use in-kind); or
   d. requires a cash match, if funds are available within the adopted budget and within the County Administrator's purchasing authority.

2. When a grant application requires the Chief Elected Official's signature for submittal, the Chairman is authorized to sign such grant applications.

3. Unless the Chairman's signature is required as stated in Number 2 above, the County Administrator shall act as signatory on all County grant applications and agreements as delegated through the adopted resolution authorizing the County Administrator to execute Leon County grant applications and agreements. The County Administrator may in writing delegate grant application execution and submission to a designee.

4. The Department Director/Grants Coordinator or designee, in concurrence with the County Administrator or designee, may submit a grant application, upon written approval by the County Administrator.

5. Grants, which are annual allocations and are contemplated in the annual fiscal year budget, shall be considered approved during the final budget hearing as part of the adopted budget process, and any corresponding grant agreements shall be executed by the Chairman or the County Administrator, including any and all future modifications or amendments.

6. Grants associated with reimbursement for the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Public Assistance Program, shall be considered approved upon obligation by the Federal Awarding Agency, and any corresponding grant agreements shall be executed by the Chairman or the County Administrator, including any and all future modifications or amendments.

7. All grants, except those budgeted as part of the annual budget process or associated with reimbursement for the Federal Emergency Management Agency (FEMA) Public Assistance Program, shall be presented to the Board for approval to accept the grant and enter into an agreement.

LEON COUNTY
CONTRACT ROUTING FORM

x Original
___ Renewal
___ Amendment # ___

County Contract No. B-25-031

Contract Manager:	Roshaunda Bradley	Phone #:	606-5113
Division:	Office of Management & Budget	Email:	bradleyr@leoncountyfl.gov
Department Contact:	Roshaunda Bradley	Phone #:	606-5113
Department:	Office of Management & Budget	Email:	bradleyr@leoncountyfl.gov
Vendor/Contractor Name:	Florida Division of Emergency Management	Contact:	Stephanie Malet
Address:	2555 Shumard Oak Blvd	Phone#:	(850) 815-4469
City, State, Zip:	Tallahassee, FL 32399	Email:	Stephanie.Malet@em.myflorida.com

Contract Period: From August 11, 2024 To TBD

Renewal Periods: Number 0 Term ___

Contract Total $ Amount: ___ or check if ___ Unit Price Agreement

Contract Type:
- ___ Easement
- ___ Construction
- ___ Continuing Supply
- ___ Deed
- ___ Interlocal Agreement
- X Grant
- ___ Lease
- ___ Other Services
- ___ Performance Agreement
- ___ Professional Services
- ___ Purchase
- ___ Other (Explain below)

Forms Required:
- ___ Public Entity Crimes Statement
- ___ Performance Bond
- ___ Materials & Payment Bond
- ___ Warranty Bond
- ___ Certification Regarding Debarment

Procurement Method
- ___ ITB #
- ___ RFP #
- ___ ITN #
- ___ Sole Source
- X Gov't Entity
- ___ Other (Explain below)

Insurance Certificates
- ___ General Liability
- ___ Professional Liability
- ___ Workers' Compensation
- ___ Errors & Omissions
- ___ Automobile Coverage

Award Authority:
- ___ Purchasing Director
- X County Administrator
- ___ Board of County Commissioners
  - Agenda Date ___ Item # ___
- ___ Pursuant to Board Policy # ___

Title/Description: Hurricane Debby Federally Funded Subaward and Grant Agreement

Comments: This is a pass-through grant from FEMA for reimbursement for Hurricane Debby debris removal and emergency protective measures costs.

Routing:

Required	Initials	Date	
X	RB	10/24/24	Originating Division OMB
X	RB	10/24/24	Department Director
			Purchasing
X	CHD	10/29/2024	County Attorney's Office
			Deputy or Assistant County Administrator
X	VSL	10/29/2024	County Administrator
			Chairman, BCC
X	YMK	10/29/2024	Clerk's Office (Finance)

Return completed documents to: Roshaunda Bradley

Agreement Number: Z4236

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Debby DR4806

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Leon County, Florida
Subrecipient's unique entity identifier:	MMVSQVGLSK98
Federal Award Date:	08/11/2024
Subaward Period of Performance Start and End Date (Cat A-B):	08/01/2024 - 02/10/2025
Subaward Period of Performance Start and End Date (Cat C-G):	08/01/2024 - 02/10/2026
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or “FDEM”), and Leon County, Florida (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

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

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

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

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Roshaunda Bradley
Address: 301 S. Monroe Street, Suite 202
Tallahassee, FL 32301
Telephone: (850) 606-5113
Email: bradleyr@leoaccountfl.gov

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

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR-4806 - Hurricane Debby. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

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

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

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

Agreement Number: Z4236

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

SUBRECIPIENT: Leon County, Florida

By: DocuSigned by: Vincent S. Long A8432971C746415... (Signature)

Name: Vincent S. Long

Title: County Administrator

Date: 10/28/2024

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

By: DocuSigned by: Chasity H. O'Steen BCE5E0EFD079484...

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

By: DocuSigned by: Gwendolyn Marshall Knight 178D7F95C3774F4...

Signed by:

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Leon County

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Vincent S. Long	Name: Roshaunda Bradley
Signature: DocuSigned by: Vincent S. Long AB132971C746415...	Signature: DocuSigned by: Roshaunda Bradley 72C4EFB461AA44E...
Organization / Official Position: Leon County, County Administrator	Organization / Official Position: Leon County, Budget Director
Mailing Address: 301 S. Monroe Street	Mailing Address: 301 S. Monroe Street, Suite 202
City, State, Zip: Tallahassee, FL 32301	City, State, Zip: Tallahassee, FL 32301
Daytime Telephone: (850) 606-5300	Daytime Telephone: (850) 606-5113
E-mail Address: longv@leoncountyfl.gov	E-mail Address: bradleyr@leoncountyfl.gov
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Brandy Furbee	Name: Roshaunda Bradley
Signature: DocuSigned by: Brandy Furbee 0589026BABA17B...	Signature: DocuSigned by: Roshaunda Bradley 72C4EFB461AA44E...
Organization / Official Position: Leon County, Budget Manager	Organization / Official Position: Leon County, Budget Director
Mailing Address: 301 South Monroe Street, Suite 202	Mailing Address: 301 South Monroe Street, Suite 202
City, State, Zip: Tallahassee, FL 32301	City, State, Zip: Tallahassee, FL 32301
Daytime Telephone: (850) 606-5117	Daytime Telephone: (850) 606-5113
E-mail Address: furbeeb@leoncountyfl.gov	E-mail Address: bradleyr@leoncountyfl.gov
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name: Roshaunda Bradley	Name: Roshaunda Bradley
Signature: DocuSigned by: Roshaunda Bradley 72C4EFB461AA44E...	Signature: DocuSigned by: Roshaunda Bradley 72C4EFB461AA44E...
Organization / Official Position: Leon County, Budget Director	Organization / Official Position: Leon County, Budget Director
Mailing Address: 301 South Monroe Street, Suite 202	Mailing Address: 301 South Monroe Street, Suite 202
City, State, Zip: Tallahassee, FL 32301	City, State, Zip: Tallahassee, FL 32301
Daytime Telephone: (850) 606-5113	Daytime Telephone: (850) 606-5113
E-mail Address: bradleyr@leoncountyfl.gov	E-mail Address: bradleyr@leoncountyfl.gov

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

DocuSigned by: Vincent S. Long AB132971C746415...

Subrecipient Authorized Representative Signature

10/28/2024

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Leon County **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 1st

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000708

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 073-99073-00

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

   3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

      a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: DocuSigned by: Vincent S. Long A8432971C746415...
Signature

Vincent S. Long, County Administrator
Name and Title

301 South Monroe Street
Street Address

Tallahassee, FL, 32301
City, State, Zip

10/28/2024
Date

Leon County
Subrecipient's Name

Z4236
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] *See* FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[5] 2 C.F.R. Part 200, Appendix II, § A.
[6] *See* 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) 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.

(5) 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.

(6) 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> (1) *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 workweek.
>
> (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
>
> (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) 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

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

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)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

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.*

The contractor agrees to report each violation to the (**insert name of non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

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.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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).

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "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—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

The Subrecipient or contractor, Leon County, Florida, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Vincent S. Long
A8432971C746415...

Signature of Subrecipient/contractor's Authorized Official

Vincent S. Long, County Administrator

Name and Title of Subrecipient/contractor's Authorized Official

10/28/2024

Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Vincent S. Long

Title: County Administrator

Signature: DocuSigned by: Vincent S. Long A8432971C746415...

Date: 10/28/2024

Agreement Number: Z4188

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Severe Storms, Straight-line Winds, and Tornadoes DR4794

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Leon County, Florida
Subrecipient's unique entity identifier:	MMVSQVGLSK98
Federal Award Date:	06/20/2024
Subaward Period of Performance Start and End Date (Cat A-B):	05/10/2024 - 12/17/2024
Subaward Period of Performance Start and End Date (Cat C-G):	05/10/2024 - 12/17/2025
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or “FDEM”), and Leon County, Florida (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

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

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

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

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Roshaunda Bradley
Address: 301 S. Monroe Street, Suite 202
Tallahassee, FL 32301
Telephone: (850) 606-5113
Email: bradleyr@leoncountyfl.gov

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

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for Severe Storms, Straight-line Winds, and Tornadoes. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

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

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

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

Agreement Number: Z4188

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

SUBRECIPIENT: Leon County, Florida

By: _____
(Signature)

Name: Vincent S. Long

Title: County Administrator

Date: 10/30/2024

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

By:_____

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

By:_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Leon County

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Vincent S. Long	Name: Roshaunda Bradley
Signature:	Signature:
Organization / Official Position: Leon County, County Administrator	Organization / Official Position: Leon County, Budget Director
Mailing Address: 301 S. Monroe Street	Mailing Address: 301 S. Monroe Street, Suite 202
City, State, Zip: Tallahassee, FL 32301	City, State, Zip: Tallahassee, FL 32301
Daytime Telephone: (850) 606-5300	Daytime Telephone: (850) 606-5113
E-mail Address: longv@leoncountyfl.gov	E-mail Address: bradleyr@leoncountyfl.gov
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Brandy Furbee	Name: Roshaunda Bradley
Signature:	Signature:
Organization / Official Position: Leon County, Budget Manager	Organization / Official Position: Leon County, Budget Director
Mailing Address: 301 S. Monroe Street, Suite 202	Mailing Address: 301 S. Monroe Street, Suite 202
City, State, Zip: Tallahassee, FL 32301	City, State, Zip: Tallahassee, FL 32301
Daytime Telephone: (850) 606-5117	Daytime Telephone: (850) 606-5113
E-mail Address: furbeeb@leoncountyfl.gov	E-mail Address: bradleyr@leoncountyfl.gov
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name: Roshaunda Bradley	Name: Roshaunda Bradley
Signature:	Signature:
Organization / Official Position: Leon County, Budget Director	Organization / Official Position: Leon County, Budget Director
Mailing Address: 301 South Monroe Street, Suite 202	Mailing Address: 301 South Monroe Street, Suite 202
City, State, Zip: Tallahassee, FL 32301	City, State, Zip: Tallahassee, FL 32301
Daytime Telephone: (850) 606-5113	Daytime Telephone: (850) 606-5113
E-mail Address: bradleyr@leoncountyfl.gov	E-mail Address: bradleyr@leoncountyfl.gov

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

10/31/2024

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Leon County **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 1st

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000708

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 073-99073-00

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

   3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

      a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Vincent S. Long, County Administrator
Name and Title

301 South Monroe Street
Street Address

Tallahassee, FL, 32301
City, State, Zip

10/31/2024
Date

Leon County, Florida
Subrecipient's Name

Z4188
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] *See* FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[5] 2 C.F.R. Part 200, Appendix II, § A.
[6] *See* 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) 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.

(5) 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.

(6) 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> (1) *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 workweek.
>
> (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
>
> (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) 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

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

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)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

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.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

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.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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).

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "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—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

The Subrecipient or contractor, **Leon County, Florida**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Vincent S. Long, County Administrator
Name and Title of Subrecipient/contractor's Authorized Official

10/31/24
Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Vincent S. Long**

Title: **County Administrator**

Signature:

Date: **10/31/2024**

Leon County
Board of County Commissioners

Notes for Agenda Item #20

Leon County Board of County Commissioners

Agenda Item #20

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval to Award Fiscal Year 2025 – Fiscal Year 2027 Tourism Legacy Event Grant Funding

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Mathieu Cavell, Director of Community Relations and Resilience
Lead Staff / Project Team:	Kerri L. Post, Director of Tourism Development Wendy Halleck, Manager of Tourism Legacy Grants & Visitor Services

Statement of Issue:

This agenda item seeks Board approval to award three-year grant funding to five Tourism Legacy Events for Fiscal Years (FY) 2025 – FY 2027: Springtime Tallahassee Festival, LeMoyne Chain of Parks Art Festival, Market Days, ASG Capital Cup, and Florida State Invitational-Tottenham.

Fiscal Impact:

This item has a fiscal impact. Adequate funds are available in the Division of Tourism's Legacy Event Grant Program budget for these grant awards in FY 2025. Future grant funding is subject to annual appropriation by the Board during the budget process.

Staff Recommendation:

Option #1: Approve awarding three-year Agreements (FY 2025 – FY 2027) to the following Legacy Event Grant applicants and authorize the County Administrator to execute the Agreements, and any amendments thereto, subject to legal review by the County Attorney:

a) Springtime Tallahassee Festival: FY 2025 $110,000; FY 2026 $110,000; FY 2027 $110,000
b) LeMoyne's Chain of Parks Art Festival: FY 2025 $100,000; FY 2026 $110,000; FY 2027 $110,000
c) Market Days: FY 2025 $100,000; FY 2026 $110,000; FY 2027 $110,000
d) ASG Capital Cup: FY 2025 $50,000; FY 2026 $55,000; FY 2027 $60,000
e) Florida State Invitational-Tottenham: FY 2025 $60,000; FY 2026 $70,000; FY 2027 $80,000

Report and Discussion

Background:

This agenda item seeks Board approval to award three-year grant funding to five Tourism Legacy Events for FY25 – FY27. The funding levels for each of the events Springtime Tallahassee Festival, LeMoyne Chain of Parks Art Festival, Market Days, ASG Capital Cup and Florida State Invitational-Tottenham) are as recommended by the Leon County Tourist Development Council (TDC).

The County's continued support of these long-standing events and creation of the Tourism Legacy Event Grant Program advances the following FY 2022 – FY 2026 Strategic Plan and Bold Goals:

- *Grow the five-year tourism economy to $5 billion. (BG1)*

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.*

Additionally, this Bold Goal also aligns with the Board's Quality of Life Strategic Priority:

- *(T10) Support 900 community events, sporting competitions, festivals, performances, and cultural programming that will attract visitors and residents.*

As established in Board Policy No. 21-6, "County Tourism Policy," the Board has directed the creation of various grant programs to promote Tallahassee-Leon County as a visitor destination and to generate significant revenue for the local tourism economy. In FY 2024, the Board allocated $700,000 in grant funding to support 125 festivals and events, demonstrating a significant commitment to long-term, strategic destination marketing through direct support to local organizations. For FY 2025, this funding increased to $800,000, reflecting the County's continued efforts to expand support for events that drive overnight stays and enhance the local economy. These programs, funded by the Tourist Development Tax (TDT), continue to promote Tallahassee-Leon County as a premiere visitor destination, leading to record-breaking years and economic growth.

Consistent with Board policy approved as part of the County's annual budget, the Leon County Division of Tourism administers grant programs designed to support a wide range of events that foster community growth and tourism:

- **Special Event Grant Program**: Supports events with significant potential to draw visitors to Leon County. These events may not meet the scale or history of a Legacy Event but contribute meaningfully to the community's cultural and tourism offerings.
- **Sports Tourism Grant Program**: Focuses on athletic and sporting events that generate room nights and economic impact by attracting participants and spectators from outside the area.
- **Emerging Signature Event Grant Program**: Designed to support events that are on the cusp of achieving the impact required for designation as a Signature Event. These events must demonstrate increasing visitation and economic impact over time and have the potential to generate between 1,250 and 1,499 hotel room nights within Leon County.

- **Signature Event Grant Program**: Supports large, well-established events that have broad visitor appeal and can generate a minimum of 1,500 hotel room nights within Leon County. These events typically attract significant regional, national, or international attention and provide a substantial economic impact for the community.
- **Legacy Event Grant Program**: Dedicated to sustaining long-standing, high-impact events that have been held in the community for at least five years. These multi-day events consistently generate significant room nights and economic benefits, drawing visitors from across the country and internationally.

Table #1: Leon County Tourism Event Grant Programs

Tourism Grant Program	**Tourism Grant Funds Allocated**	
	FY 2024	*FY 2025*
Signature and Emerging Signature Event	$130,000	See Note Below
Special Event	$184,500	$220,000
Sports Tourism	$130,000	$160,000
Legacy Event	$255,500	$420,000
Total	$700,000	$800,000

Note: For FY 2025, no funds were designated for the Signature/Emerging Signature category due to the absence of qualifying events. Two FY 2024 Signature Events (ASG Capital Cup and Florida State Invitational) became Legacy Event eligible, while two Emerging Signature Events (Word of South and Shakespeare in the Park) did not qualify to remain in the program and applied under the Special Event category.

During the June 18, 2019 Budget Workshop, the Board discussed, and later ratified, the creation of the Tourism Legacy Event Grant Program to ensure continued success and financial support of long-standing community events to facilitate their regional and national growth through three-year funding agreements. The three-year funding agreements provide event organizers with greater continuity and reliability of financial support from the County, allowing these long-standing events to better focus on programming and activities, while remaining subject to annual budget allocations approved by the Board.

The Legacy Grant Program is administered consistent with Leon County Policy No. 21-6 "County Tourism Policy" and the FY 2025 – FY 2027 Legacy Event Grant Guidelines (Attachment #1). By distinguishing Legacy Events from other categories, these programs allow smaller and newer events to continue growing and thriving without competing directly with well-established Legacy Events. This varied grant category process ensures a balanced and strategic allocation of Tourism funds across diverse event types.

For an established event to qualify for a Legacy Event Grant, it must meet all of the following criteria consistent with the Legacy Event Grant Guidelines:

- **Duration**: The event, festival, or tournament must have been held in the community for a minimum of five years and reliably demonstrate generating a minimum average of 1,200 room nights for at least three of the last five years.

- **Economic Impact**: The event, festival, or tournament must reliably demonstrate generating a minimum economic impact of $1 million annually.
- **Timing**: The event must not occur during peak visitor periods. Peak visitor periods are generally defined as FSU home football game weekends anticipated to fill existing hotel room inventory, FAMU homecoming weekend, FSU or FAMU spring and fall graduation weekends, and Monday through Thursday during the state legislative session. Each year, the Director of Tourism will recommend "peak period" dates to the TDC for consideration and approval prior to the start of each grant cycle application period.

Additionally, for FY 2025 – FY 2027, grant recipients must allocate at least 20% of their grant funding to out-of-market marketing and promotions, except for certain sporting tournaments or meets as determined by County staff.

Consistent with the qualifying criteria above, Legacy Events produce the greatest number of room nights and highest visibility for the destination. Under the Legacy Event Grant Program, qualifying events no longer compete with smaller and less established events for Tourism funding through the annual grant process. Instead, the Leon County Division of Tourism's budget includes a dedicated line item specifically for Legacy Events, with funding agreements awarded in three-year increments. This structure provides event organizers with greater continuity and reliability of anticipated financial support from the County, allowing these long-standing events to better focus on programming and activities, while remaining subject to annual budget allocations approved by the Board.

When making funding recommendations for the Tourism Legacy Event Grant Program, staff evaluates the event's performance metrics over the past three years, including room nights, visitors, and economic impact, to assess its track record and growth potential. Staff also reviews the organizer's three-year funding plan, focusing on funding requests, new event elements, and attendance goals, to determine how grant funding will support these objectives. Proposed event enhancements, such as extended programming and expanded advertising, are analyzed for their ability to attract new audiences and increase visitation.

By analyzing these factors, staff ensures that recommended events align with the program's goals of maximizing economic impact, increasing room nights, and enhancing Leon County's tourism economy.

Analysis:

For FY 2025 – FY 2027, organizations applied for the Legacy Event Grants and staff provided technical assistance to applicants upon request. Staff reviewed the applications to determine eligibility based on the approved Tourism Legacy Event Grant Guidelines. As a result, the following five events are recommended for funding (Attachment #3):

- Springtime Tallahassee Festival
- LeMoyne Chain of Parks Art Festival
- Market Days
- ASG (Associated Soccer Group) Capital Cup (a multi-day soccer tournament)
- Florida State Invitational-Tottenham (a multi-day soccer tournament)

All five events demonstrated a strong history of generating significant room nights and economic impact, meeting the minimum requirement of an average of 1,200 room nights over at least three of the last five years and $1 million in annual economic impact. Each event has been established in the community for a minimum of five years, showcasing consistent success and the potential to attract visitors from outside the region.

Additionally, none of the events are scheduled during peak visitor periods, ensuring they align with the guidelines for fostering tourism during non-peak times. Further, three of the events (Market Days, Springtime Tallahassee, and LeMoyne Chain of Parks Art Festival) are all past recipients of Legacy Event Grant funding for FY 2022 – FY 2024 as awarded in November 2021.

Applicants must submit a Legacy Grant Application Form, a Three-Year Event Funding Plan, a Marketing Plan, and an Event Budget. Legacy Event grants provide up to $110,000 in annual support for each event, with funding agreements spanning three years. These agreements are based on the submitted three-year funding plan and include mutually agreed-upon goals and deliverables, which are reviewed annually by staff and event organizers. All documentation is carefully evaluated by staff, approved by the Leon County TDC, and, upon final approval by the Board of County Commissioners, the three-year funding agreements are executed.

Table #2 highlights the significant economic contributions of the five major community events in Leon County, alongside their funding requests for fiscal years 2025 to 2027. In FY 2023 alone, these events collectively generated millions of dollars in economic impact, underscoring their importance to the local economy. The funding amounts reflect consistent or increasing investment needs to support the continued growth, enhanced programming, and expanded marketing efforts of these high-impact events. Further details on each Legacy Grant event are provided following Table #2.

Table #2 –Fiscal Year 25-27 Legacy Event Funding Recommendations

Event Name	FY 2023 Economic Impact	FY 2025 Funding	FY 2026 Funding	FY 2027 Funding
Springtime Tallahassee Festival	$2.1 million	$110,000	$110,000	$110,000
LeMoyne Chain of Parks Art Festival	$1.3 million	$100,000	$110,000	$110,000
Market Days	$2.3 million	$100,000	$110,000	$110,000
ASG Capital Cup	$1.1 million	$50,000	$55,000	$60,000
Florida State Invitation - Tottenham	$1.1 million	$60,000	$70,000	$80,000

Springtime Tallahassee Festival

The Springtime Tallahassee Festival, scheduled for March 28–29, 2025, is a longstanding community and regional event attracting vendors and parade entries from as many as 30 states. Celebrating its 57th year, the festival continues to draw visitors and vendors from across the Southeast with its proven offerings. For FY 2025 – FY 2027, the event plans to grow by adding

more musical stages, extending vendor hours, introducing new parade and entertainment features, and expanding out-of-market advertising efforts to attract new audiences and increase room nights.

LeMoyne Chain of Parks Art Festival

The LeMoyne Chain of Parks Art Festival, scheduled for April 20–21, 2025, is a nationally recognized fine arts event ranked as a Top 100 fine art festival by *Sunshine Artist Magazine*. The festival plans to enhance the Heritage Art section, Children's Park, and Chalk Art Oasis while introducing a signature musical performance concert for each of the upcoming years. Expanded social media and out-of-market advertising efforts aim to draw more visitors to the area.

Market Days

Market Days, scheduled for December 7–8, 2024, is one of the Southeast's largest and best-juried arts and crafts shows, showcasing the handmade creations of over 300 juried artists and artisans from across the United States. Plans for FY 2025 – FY 2027 include adding a music element to enhance the event experience, attracting new audiences, and increasing visitors and room nights. Expanded out-of-market advertising campaigns will further target key drive markets, boosting attendance.

ASG Capital Cup

The ASG Capital Cup, scheduled for May 16–28, 2025, is a youth soccer event with strong potential to increase visitors and economic impact in Leon County. Plans for FY 2025 – FY 2027 include expanding the market reach to 12 states, adding special events like skills games, utilizing additional facilities, and hosting the event over two weekends. These efforts aim to attract more out-of-town teams and their families.

Florida State Invitational-Tottenham

The Florida State Invitational soccer tournament, scheduled for March 28–30, 2025, is a U9–U19 youth event with significant room night generation and economic impact. Plans for FY 2025 – FY 2027 include a Friday evening social for coaches and managers, a children's play area to attract families, and additional sporting events to encourage longer stays. Future plans include an adult recreational tournament, a Friday night panel with FSU Women's Soccer for high school girls, and a soccer skills camp.

Each of the events receiving Tourism Legacy Event Grant funding must provide comprehensive post-event documentation annually to verify expenses and demonstrate compliance with grant requirements. This ensures transparency and accountability while allowing the County to evaluate its return on investment. Additionally, independent economic impact studies are conducted for each event by a nationally recognized research firm contracted by the Division of Tourism. These studies assess metrics such as room nights generated, visitor spending, and overall economic contributions to the community. Both the post-event documentation and economic impact studies are essential components of the Tourism Legacy Event Grant Program, ensuring that public funds are used effectively to support events that drive significant tourism and economic benefits.

In conclusion, this agenda item seeks Board approval to award three-year grant funding agreements to five Tourism Legacy Events for FY 2025 – FY 2027: the Springtime Tallahassee Festival, LeMoyne Chain of Parks Art Festival, Market Days, ASG Capital Cup, and Florida State Invitational-Tottenham. The funding levels for these events have been carefully reviewed and recommended by the Leon County Tourist Development Council.

The three-year grants enable these established events to secure multi-year funding that aligns with their strategic growth objectives, enhancing their potential to attract visitors, generate room nights, and contribute to the local economy.

Options:

1. Approve awarding three-year Agreements (FY 2025 – FY 2027) to the following Legacy Event Grant applicants and authorize the County Administrator to execute the Agreements, and any amendments thereto, subject to legal review by the County Attorney:
   a) Springtime Tallahassee Festival: FY 2025 $110,000; FY 2026 $110,000; FY 2027 $110,000
   b) LeMoyne's Chain of Parks Art Festival: FY 2025 $100,000; FY 2026 $110,000; FY 2027 $110,000
   c) Market Days: FY 2025 $100,000; FY 2026 $110,000; FY 2027 $110,000
   d) ASG Capital Cup: FY 2025 $50,000; FY 2026 $55,000; FY 2027 $60,000
   e) Florida State Invitational-Tottenham: FY 2025 $60,000; FY 2026 $70,000; FY 2027 $80,000
2. Do not approve awarding three-year Agreements (FY 2025 – FY 2027) to the Legacy Event Grant applicants.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. FY 2025 Tourism Legacy Event Grant Program Guidelines
2. FY 2025 – FY 2027 Tourism Legacy Event Grant Funding Requests
3. FY 2025 – FY 2027 Tourism Legacy Event Grant Funding Recommendations

Leon County Division of Tourism

Visit Tallahassee
Pretty. *Unexpected.*

LEGACY EVENT GRANT PROGRAM

FY2025 GUIDELINES



APPROVED JULY 11, 2024

Leon County Division of Tourism/Visit Tallahassee
Legacy Event Grant Program

I. INTRODUCTION

The Leon County Tourist Development Council (TDC) was created pursuant to State of Florida Local Option Tourist Development Act and Leon County Ordinance #88-01. The TDC administers funds collected from a local option tourist development tax (TDT) on transient lodging sales, i.e. hotels/motels, and condominiums. The funds are designated to promote Tallahassee/Leon County as a preferred visitor destination for meetings and conventions, group leisure travel, special events, cultural activities and amateur sporting events.

Grant funding is based upon the potential to generate room nights. Per section 125.0104 of the Florida Statutes, to be an authorized use of Tourist Development Tax revenue an event "shall have as one of its main purposes the attraction of tourists **as evidenced by the promotion of the activity, service, venue or event to tourists**." By Statute, a tourist is a "person who participates in trade or recreation activities outside of the county of his or her permanent residence or who rents or leases transient accommodations" including "any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home park, recreational vehicle park, condominium, or timeshare resort for a term of 6 months or less." By Statute, "Promotion" is defined as "marketing or advertising designed to increase tourist-related business activities".

The Leon County Division of Tourism annually administers and budgets funds for grant programs for local groups and organizations that coordinate events with a demonstrated history of or significant potential to draw visitors to the event.

The Legacy Event Grants are for events that have taken place in the community for a minimum of five years and generate the largest amount of room nights and economic impact in the community.

For FY25 Legacy Event Grant applicants shall submit a three-year funding plan, in addition to providing all other required grant documentation. Legacy Event grants have an award ceiling of $110,000 in annual support for each event. Proposed increases in annual funding requests must document and demonstrate increased event duration and/or significant new or additional program elements that would reasonably be expected to attract an additional audience to the event. Legacy Event Grants will only be issued and administered through three-year funding agreements. Each Legacy Event funding agreement will be based upon a three-year funding plan, submitted as part of the application process, and implemented with mutually agreed upon goals and deliverables for each year and it will be reviewed annually. The funding agreement will have financial consequences for not obtaining event goals and deliverables and will allow for variances as a result of acts of God (i.e. weather). Once all documentation has been reviewed by staff and approved by the Tourist Development Council and the Board of County Commissioners, a three-year funding agreement will be executed.

The Division of Tourism grant programs are funded by the Tourist Development Tax (TDT) and are designed to draw visitors to Leon County. Some grant programs administered by the Council on Culture & Arts (COCA) are also funded by TDT revenue and are designed to support year-round arts and culture programming.

Applicants receiving grant funds from the Council on Culture & Arts (COCA) may not receive grant funding for the same event through the TDC. In order to prevent confusion, no applicant may apply to TDC and COCA for funding related to the same event or activity. Applicants may make requests to the TDC and COCA, but these must be for a different event or activity.

II. DEFINITIONS

A Legacy Event is:

1. An event, festival, or tournament that has been taking place in the community for a minimum of five years and can reliably demonstrate generating a minimum average 1,200 room nights for at least three of the last five years.

2. An event, festival, or tournament that can reliably demonstrate generating a minimum economic impact of $1 million annually.

3. An event that does not occur during peak visitor periods. Peak visitor periods are generally defined as FSU home football game weekends anticipated to fill existing hotel room inventory, FAMU homecoming weekend, FSU or FAMU spring and fall graduation weekends, and Monday through Thursday during the state legislative session. Each year the Director of Tourism will provide the recommended "peak period" dates to the TDC for consideration/approval prior to the start of each grant cycle application period.

Out-of-Market is:

1. Outside of a 30-mile radius from Leon County. This term is used to help describe the parameters of some of the marketing and promotion required by grantees pursuant to these guidelines.

I. III. REQUIRED DOCUMENTS

The documents listed below are required as part of the Legacy Grant application process:

1. Legacy Grant Application Form

2. Three-Year Event Funding Plan

3. Marketing Plan

4. Event Budget

The documents listed below are required annually for all Legacy Grantees:

1. An updated Legacy Grant Application Form to ensure all information is current.

2. Marketing Plan

3. Event Budget

4. Post-Event Report

IV. STATEMENT OF POLICIES

1. Organizers must be identified as a qualified applicant by County staff prior to requesting Legacy Event funding.

2. Applicant must provide a three-year funding plan for the event, including requested amount for each year, detail new event elements (if any), and event goals for room nights, out-of- county visitors, and total attendance. Proposed increases in annual funding requests must document and demonstrate increased event duration and/or significant new or additional program elements that would reasonably be expected to attract an additional audience to the event.

3. Hotels secured for the event must be located within Leon County.

4. Legacy Grant Funds shall not be used to support administrative costs or private events. Allowable uses of Legacy Grant Funds are described in further detail herein but include marketing and promotional efforts, venue/site rentals, sports officials, referees and costs associated with visiting artists and/or exhibits.

5. Grantee must provide a detailed event budget. Grant funds are intended to supplement, not fully fund, the organization's budget for the event referenced in the application. Grantee's budget must reflect at least a 25% dollar-for-dollar cash match (donated in-kind services will not be allowed) to the requested grant amount. Grantees will be required to identify the amount of matching funds in the event budget submitted and the amount must be verified and sourced in the Post-Event Report.

6. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check, bank statement, or credit card receipt or statement. Cash receipts can be accepted for reimbursements; using a check or credit card is preferred. Written confirmation from vendor that expenditure has been paid in full is necessary if only a copy of the front of the

cleared check is provided.

7. If an event needs to be rescheduled, the new dates must be between October 1 and September 30 of the current fiscal year to be eligible for reimbursement.

8. Leon County Tourism staff will direct the County's marketing research firm of record to conduct an economic impact study of an event receiving Legacy Event Grant funding. Event organizers must allow for face-to-face interviews with spectators and participants in order to be eligible for Legacy Event Grant Funding.

9. Each year's performance will be evaluated against the established criteria and historic precedent.

10. To be eligible for payment, a completed Post-Event Report must be submitted. The report must include a recap of the event and how the event promoters measured the success/failure of the event. Payment of grant funds is contingent upon a completed Post-Event Report. Requests for reimbursement and completed post-event reports must be received by September 30.

11. Any funds granted will be subject to audit by the Leon County Auditor.

12. Event must take place between October 1 and September 30, of the upcoming fiscal year.

13. Grantee must provide a marketing/promotions plan.

14. NEW FOR 2025-2027: Except for certain sporting tournaments or sports meets, determined by County staff, 20% of all grant funding received must be spent on out-of-market marketing and promotion.

15. Indemnification: By submitting a Grant Application each applicant agrees that upon final approval of a grant the applicant/Grantee shall indemnify Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), to the extent provided in their grant agreement, which will contain language substantially similar to the following:

    a. Except as otherwise provided herein below, the Grantee shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, including a reasonable attorney's fees, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Grantee, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this event for which the Grant was approved. Should the County, as a result of the

performance or lack thereof by or on behalf of the Grantee, be required to reimburse any sums to any organization, or reimburse funds to any Federal, State or local governmental entity, contribute funds to the performance of this event for which the Grant was approved, or expend County funds to complete or correct such performance, the Grantee, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County. The County may, at its sole option, defend itself or require the Grantee to provide the defense. The Grantee acknowledges that ten dollars ($10.00) of the amount which will be paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.

b. If the grantee is a governmental entity or other such organization to which the protection of sovereign immunity is applicable, the indemnification requirements set forth in subparagraph (a) above shall apply to such Grantee only to the extent as allowed in Section 768.28, Florida Statutes, and nothing herein shall be deemed to be a waiver of such Grantee's sovereign immunity beyond those statutory limits as provided therein.

c. Grantee shall maintain Insurance with limits no less than the following: **General Liability:** $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage with a $2,000,000 annual aggregate**.**

18. The combined Leon County/Visit Tallahassee logo must be included on all printed and online advertisements and promotional materials for the event. For example: banners, signs, t-shirts, programs, brochures, event website or social media page, etc. The combined logo must appear on all printed, online or broadcast promotional material developed for the event and include a link to the VisitTallahassee.com website. Before these materials are produced, they **MUST BE SUBMITTED AND APPROVED** by the Leon County Division of Tourism **PRIOR to distribution** to ensure that the combined Leon County/Visit Tallahassee logo appears properly.

Leon County Tourism is dedicated to supporting worthwhile local events through our grant programs and other promotional opportunities but reserves the right to reduce or eliminate grant funding for organizations that do not receive prior approval for correct logo use. The correct logo is provided below:





Grantee is required to coordinate public announcements of the event including the entertainment and/or performing acts and news releases as part of the event with Leon County Tourism.

19. Allowable expenses shall include:

- Promotion, marketing and paid media advertising that reaches outside Leon County to in-state metro markets and the Southeast, at a minimum, with potential to drive overnight visitation.
- Event production and technical expenses, site fees/costs (contract help, rentals, insurance) rights fees, sanction fees, non-monetary awards and travel expenses for guest speakers, performers, judges or referees including lodging.
- Grantees are required to describe how the grant funds will be used. Any changes to the items submitted in the application MUST be submitted in writing to the Leon County Tourism office and will not be allowed without written approval from staff PRIOR to the event.

20. Prohibited expenses include:

- General and administrative expenses.
- Building, renovating and/or remodeling expenses.
- Permanent equipment purchases.
- Debts incurred prior to the fiscal year of the grant period/in which the approved event takes place.
- Food or beverages.
- Advertising that primarily reaches Leon County and its residents.
- Lodging or travel expenses for attendees.

21. Non-government organizations must be registered with the Department of State, Division of Corporations, through their Sunbiz.org platform, or be able to provide proof of an exemption under law from such registration. Additionally, each applicant shall use their organization's legal name, exactly as registered in Sunbiz.org, in their application.
    - The name, title, email, and phone number of one of the organization's officers, listed in the Officer/Director Detail section of the organization's current annual report, is responsible for signing the grant agreement for an awarded grant.

22. Government entities, including public schools, colleges, and universities, must provide the name, title, email, and phone number of the person who is authorized to sign the grant agreement on behalf of the organization in the application. Additionally, documentation from the organization showing the person has designated signing authority is required, this documentation could come in various forms, including through adopted policies or a specific delegation.

V. PROCEDURES

1. Funding for the Legacy Event Grant Program will be included as part of the Division of Tourism's normal budget process.

2. Grantees are required to spend 20%, or more, of all awarded grant funding on paid out-of-market marketing/advertising for all events, (i.e. festivals, concerts, celebrations), except for certain sporting tournaments or sport meets as determined by County staff. Up to 80% of awarded grant funding is available to use on operations as long as such use is consistent with these guidelines and 125.0104, Florida Statute.

3. Each grant application will be reviewed by Leon County Tourism staff to ensure all required materials have been supplied. Failure to supply all of the required materials may result in disqualification. Following staff review, a meeting with the event organizer will be conducted to mutually determine the specific contract deliverables and a contract will be developed consistent with other grant contracts. Staff will present a recommended draft contract for the TDC's review. The TDC will make their grant recommendations to the Board of County Commissioners (BOCC) for approval.

4. Once approved by the BOCC, staff will issue an award letter to the grant recipient outlining the amount and final contract agreement authorizing the uses of the funds and will include a scope of work, deliverables, and required documentation. Legacy agreements must be executed by both parties prior to the date of the grantee's event(s).

5. Funds will be provided to the recipient on a reimbursement basis upon receipt of a post-event report demonstrating proof that the funds were spent as agreed upon. Upon receipt of a standardized post-event report and all necessary proof, as further described below, staff will process the grant invoice for payment.

VI. POST-EVENT REPORT

Leon County Tourism will instruct its marketing research firm of record to conduct a statistically reliable number of spectator and participant surveys at the event to develop an economic impact study that shows the number of attendees, out of town

guests, room nights generated and total economic impact from the event.

It is the responsibility of the event organizer to provide post-event information including:

1. The names of contracted hotels used for participants and spectators.

2. Room pick-ups (number of rooms secured, number of days, and the number of guests staying in each room) from each contracted hotel.

3. A written report on how the grantee measures the success of the event, including the event goals and what was ultimately accomplished.

4. Leon County reserves the right to conduct a post-audit of information presented on the accommodations listed.

5. Post-event budget showing revenues and expenses including paid invoices for out-of-market advertising (equaling at least 20% of the grant funding)

6. Upon receipt of the post-event report and all necessary receipts and proof(s) of payment, Leon County Tourism will process the check request for the approved grant amount.

VII. CONCLUSION

The applicant's event director, fiscal administrator or other contact person may be called upon by County staff at any time during the review process.

For questions or additional information, please contact:

Wendy Halleck • (850) 606-2300 • halleckw@leoncountyfl.gov

Springtime Tallahassee has a long-standing history in the community, having been founded in 1967 with our first festival in the spring of 1968. This will make the upcoming 2025 Springtime Tallahassee Festival its 57th year. The organization was founded to showcase the beauty and all that Tallahassee has to offer when discussions were being had to relocate the Capitol to a more centralized location in Florida. The legislative delegation asked for help. At a luncheon of the Tallahassee Real Estate Association in May, the speaker suggested: “We should have a festival in the spring when Tallahassee is so beautiful!” By the fall, more than 20 groups were planning the First Annual Spring Festival March-April 1968. As a result, the Legislature historically chose to keep our state's capital in Tallahassee.

With the passing of each festival, Springtime Tallahassee has grown a little bigger and better through the dedication of its community-minded members and supporters. Since 1968, Springtime Tallahassee continues to showcase and celebrate our Capital city!

Originally started as a single day event consisting of a Grand Parade and Jubilee in the Park, it has since grown to now be a two-day event! In 2015, with the help of additional funding including the Visit Tallahassee / Leon County Division of Tourism grant, we were able to expand the event to kicking off on a Friday night with a Music Festival on Kleman Plaza. This was done to bring more overnight visitors, therefore providing additional tax revenue collected and boosting the local economy. Visitors now spend Friday through Sunday so they can participate in the Friday night concert and all the festivities on Saturday including the Grand Parade, Jubilee in the Park featuring over 150 vendors and Entertainment Stages.

Three consistent goals that we strive to achieve each year include: (1) Showcase musical and artistic talent along with the culture and beauty of Tallahassee; (2) Enhance the Tallahassee community by generating an economic boost for area businesses, hotels and restaurants; and (3) Increase the length of time visitors stay in Tallahassee’s hotels, positively impacting bed tax revenues. Each year, Springtime Tallahassee tries to add a new “element” or expand on an existing piece of the festival weekend to increase excitement and participation from both local residents and outside visitors. The 2024 Springtime Tallahassee Festival showed a larger, more prominent Music Stage on Saturday at the Jubilee in the Park featuring diverse entertainment. This allowed us to expand our audiences and offer a new, fun feature.

Looking forward to future years, we hope to secure new experiences including showcasing the Budweiser Clydesdales, designating an area of our Jubilee to partner with a plant nursey for a spring flower sale, motorcycle/jeep/vintage car display, securing one of our university bands participate in the parade, etc. We have also had some preliminary conversations about securing a nationally known name as our Grand Marshal through a sponsor relationship. We are constantly looking for ways to better serve our community and provide a fun, free event for all to enjoy!

The Springtime Tallahassee Festival has become a staple in our community, and we are excited to celebrate our 57th year in 2025 along with many, many more in years to come!

Legacy Event Grant Three-Year Funding Plan

Springtime Tallahassee

FUNDING LEVEL	Annual Requested Funding		Event Enhancements (If requesting additional funding ie. out of market advertising, event duration, or new program element.	Anticipated Goals	Comments/Rationale
	Year 1 FY 2025	$ 110,000	Significant increase in out of market advertising per grant guidelines(from $10k to $22k). Increase digital presence in outside markets within 100-300 min radius. Plans to use paid promotional ads on social media and direct marketing with various media partners. Exploring potential exciting "add-ons" to event, including Clydesdales, designating an area to partner with a plant nursery for a sale, motorcycle/jeep/vintage car display, securing one of our University bands participate in the parade, etc.	**Room Nights** 2,436 **Out-of-County Visitors** 11,232	With the increase in out of market advertising, we hope to return to prior years out of town visitor numbers which would drive room nights back up. We also hope one of the potential additional features to our Jubilee in the Park or Parade will increase participation.
	Year 2 FY 2026	$ 110,000	Continue to build on the new marketing plan from previous year utilizing similar strategies and modifying where necessary. Discussion on a large draw Grand Marshal through sponsor partnership (pending availability). Continue to use grant funds to support the two music stages on Friday night and Saturday to create diverse multi-day concert series.	**Room Nights** 2,923 **Out-of-County Visitors** 13,478	Build on the marketing plan from previous year to reach a larger crowd as well as promote special festival additions.
	Year 3 FY 2027	$ 110,000	Continue with plans from 2025 & 2026. Hoping to work through some of the various "add-on"s each year depending on availability. Continue to grow the Music Stages and potentially extend hours for Vendors.	**Room Nights** 3,507 **Out-of-County Visitors** 16,174	Build on the marketing plan from previous year to reach a larger crowd as well as promote special festival additions.

Additional documents may be attached as needed.



Just as the Tallahassee Museum is a staple of Leon County and a major tourist destination, Market Days holds the same value during the holiday shopping season. From its inception in 1965 on the Museum grounds, Market Days has grown into a much sought-after event for vendors and shoppers across the southeast attracting thousands every year. Regularly recognized as one of the top arts and crafts shows in the nation and being named in *Sunshine Artist* magazine as a Best 200 show, this holiday shopping tradition helps create wonderful memories with friends and family while perusing an amazing creative selection of 300 arts and crafts people who are juried by the Market Days committee.

Market Days offers an array of works in various price ranges including fine arts, ceramics, furniture, woodwork, glasswork, pottery, jewelry, clothing, photography, and more. Market Days also highlights local food vendors, offering shoppers the opportunity to enjoy lunch from food trucks and produce vendors. The success of Market Days is instrumental in raising funds for the Tallahassee Museum's education, conservation, and exhibition activities.

In recent years, Market Days has experienced hardship through the COVID-19 pandemic resulting in the loss of many talented artists and extreme weather prohibiting shoppers from travel. A reinvigorated Market Days Arts and Crafts Committee is successfully rebuilding the Market Days artists with strong vendor recruitment.

For the 58th Annual Market Days, in working with Scott Carswell at The Moon, it is our goal to attract new shoppers by adding music entertainment on Sunday afternoon, a low traffic period, with *Tobacco Rd Band*, regionally well-known and enjoyed by our target audience. The addition of the band will require a marketing plan directly targeting music lovers to bring more awareness to our event. Over the next three years, we plan to grow the music with feedback from our visitors. In working with our tourism partners, we hope to find new markets showing strong potential as well as continue to focus our marketing efforts in successful markets such as the Emerald Coast between Panama City and Pensacola.

Legacy Event Grant Three-Year Funding Plan

Market Days

FUNDING LEVEL	Annual Requested Funding		Event Enhancements (If requesting additional funding ie. out of market advertising, event duration, or new program element.	Anticipated Goals	Comments/Rationale
	Year 1 FY 2025	$ 100,000	Following decreased numbers in recent years as a result of the COVID-19 Pandemic impacting 2021 and 2022 and extreme rains impacting 2023, we aim to grab new audiences by working with Scott Carswell at The Moon and have secured the regionally well-known Tobacco Rd Band, which has a strong following that fits well with the Market Days audience. The band will attract increased visitation to Sunday afternoon, which is historically a period with lower visitation.	**Room Nights** 1,750 **Out-of-County Visitors** 5,500	Targeting drive market shoppers from neighboring regions that include cities such as Dothan, AL., Pensacola, FL., Valdosta, GA., Thomasville, GA., Albany, GA. Jacksonville, FL., Gainesville, FL. Orlando, FL, Crawfordville, FL., Lake City, FL., Ocala, FL., Destin/Ft. Walton Beach, FL, Panama City, FL., Atlanta, GA., and Macon, GA.
	Year 2 FY 2026	$ 110,000	While we continue to rebuild out-of-county visitation, we will continue to grow the new music element at Market Days through additional marketing means with a strong focus between Panama City and Pensacola. Additional markets will be focused on as they are identified by Visit Tallahassee and partners after the analysis of Year 1.	**Room Nights** 2,000 **Out-of-County Visitors** 6,000	Targeting drive market shoppers from neighboring regions that include cities such as Dothan, AL., Pensacola, FL., Valdosta, GA., Thomasville, GA., Albany, GA. Jacksonville, FL., Gainesville, FL. Orlando, FL, Crawfordville, FL., Lake City, FL., Ocala, FL., Destin/Ft. Walton Beach, FL, Panama City, FL., Atlanta, GA., and Macon, GA.
	Year 3 FY 2027	$ 110,000	Building on the successful markets seen Years 1 and 2, we will continue to focus on these targeted areas where we have seen success to not lose the current momentum and progress. We will monitor the feedback received on the new music element and continue to work with Scott Carswell to either expand the music offerings or enhance the current offerings.	**Room Nights** 2,500 **Out-of-County Visitors** 6,500	Drive market shoppers from neighboring regions that include cities such as Dothan, AL., Pensacola, FL., Valdosta, GA., Thomasville, GA., Albany, GA. Jacksonville, FL., Gainesville, FL. Orlando, FL, Crawfordville, FL., Lake City, FL., Ocala, FL., Destin/Ft. Walton Beach, FL, Panama City, FL., Atlanta, GA., and Macon, GA.

Additional documents may be attached as needed.

Chain of Parks ART FESTIVAL

BACKGROUND & MISSON

Festival Mission: LeMoyne's Chain of Parks Art Festival (CoP) is established to present **an outdoor festival of high-quality original artwork and entertainment for the enjoyment of our Tallahassee area residents, attract visitors,** foster the careers and financial support of the artists and vendors, while also raising vital funds for the operation of LeMoyne Arts Foundation, Inc.

CoP is held each April at the Bloxham, Lewis, and Randolph "Chain of Parks" in Downtown Tallahassee, Florida. Known as a high-quality fine art event, visitors can view and purchase unique works of art from over 150 carefully selected national fine artists while enjoying a weekend filled with local heritage re-enactments, interactive artistic experiences, family fun, children's art activities, delicious food offerings, and a wide variety of local live entertainment. **The Festival is free and open to the public**. Since 2015 the **Festival has been recognized as one of the top 100 Fine Art Festivals in the nation** by Sunshine Artist Magazine; rankings are determined through artist surveys. CoP's ranking includes #1 in 2017, #5 in 2018, #3 in 2019, top 10 in 2020-2021, #7 (#1 in Florida) in 2022, and #31 in 2023. The Festival has been informed that it will again be in the top 100 for the 2024 ranking. Official ranking announcements are made in September.

Beginning in 2001, CoP is designed to offer the Tallahassee community an outdoor, fine art experience previously not found in the region (in contrast to the many craft and farmers markets). After eight years of being planned and organized by LeMoyne's staff, with assistance from volunteers, the Festival transitioned into a volunteer-driven event. The LeMoyne Board appointed Volunteer Chairs to take the Festival to new heights, bringing more artists to the event and broadening the reach through marketing and personal outreach to traveling artists -- this helped to expand the variety and quality of original art displayed in the Festival.

Kelly S. Dozier has served as Festival Chair since 2009 and through visiting other art festivals and keeping an open eye to new ideas, has brought many initiatives to the Festival, adding interactive opportunities as well as depth to the experience. Some of those initiatives include adding community partners, brand ambassadors, and the children's art park. Other interactive experiences were added like the **Jacques Le Moyne History Reenactments, Greening the Festival initiative, "BetheArt" photo opportunities, and Pop-up Entertainment in the Children's Park.**

In 2009 Sheri O. Sanderson joined the Festival Committee as Event Manager and brought exceptional event management skills and experience to the team. In 2019 Powell Kreis joined the Festival as its Festival Manager as Sheri transitioned to CoP's Artist Relations Manager, focusing on recruitment and management of participating artists. Powell has brought new ideas and partners to the Festival as she manages the intricate behind-the-scenes planning, new programming such as the **Chalk Art Oasis a street art interactive experience**, writing and managing event funding grants, working with partners, securing licenses, equipment rentals, PR and marketing, and much more. CoP is also heavily supported by a group of volunteer committee members who care for the artists, logistics, vendors, marketing, attendees, volunteers, and more.

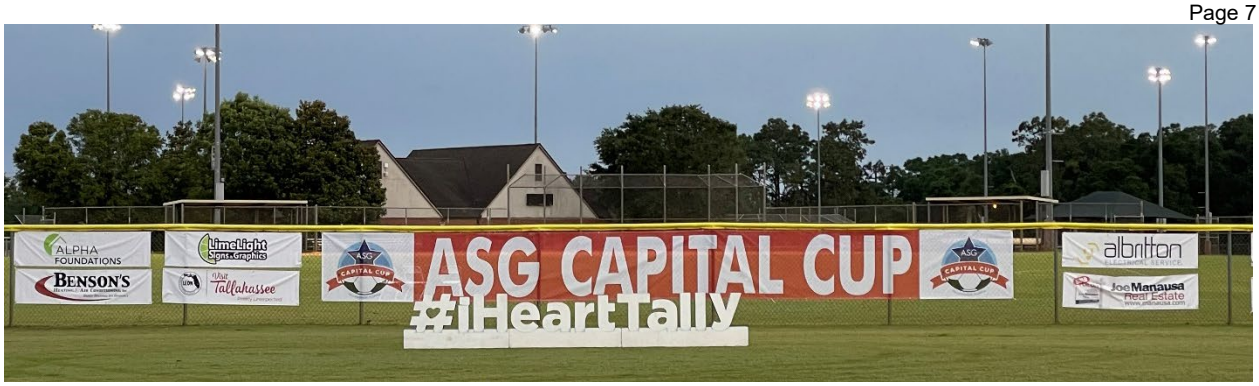
As we approach **the 25th anniversary of this Legacy Event,** the Festival Committee would like to **increase our investment in tourism-driving marketing campaigns,** by developing partnerships with organizations in our region, like Alabama Public Broadcasting. We are also planning to update our aging website and gear it to handheld devices. New exciting programming is added each year while keeping the favorite experiences fresh and exciting. The Festival sees more followers and attendance each year and continues to build on its success. Many costs such as insurance, security, and equipment rentals have increased significantly over the past few years putting a bit of a squeeze on growth options. Increased support from Visit Tallahassee is essential in maintaining the positive trajectory of this beloved Tallahassee event ensuring that Tallahassee can continue to be known as a high-quality experience festival destination.

Legacy Event Grant Three-Year Funding Plan

LeMoyne Chain of Parks Art Festival

FUNDING LEVEL	Annual Requested Funding		Event Enhancements (If requesting additional funding ie. out of market advertising, event duration, or new program element.	Anticipated Goals	Comments/Rationale
	Year 1 FY 2025	$ 100,000	Expand regional marketing spend with Alabama and Georgia Public Broadcasting and expand social media boosts. Add 25th anniversary celebration programming including updating website. Enhance the Heritage Art Category and provide tent and booth support for this growing category of artists. Hire help to Improve traffic control.	**Room Nights** 1,775 **Out-of-County Visitors** 3,556	Expansion of marketing will bring more visitors to the arts festival. Heritage Artists add a different perspective and diversity to the Festival. The Festival already offers greatly reduced participation fees for these artists, but we would like to provide tent and booth rental support as well. Traffic Control is essential for safe efficient operations. Funding helps with Increased costs of rentals, security and equipment rentals.
	Year 2 FY 2026	$ 110,000	Continue with increased out of market advertising. Add new live performances throughout the festival. Add a performance stage to the Children's Park and platform for the expanding Chalk Art Oasis. Add a signature musical performance by expanding a partnership with opening nights or bringing back "Evening Groove" concert series.	**Room Nights** 1,892 **Out-of-County Visitors** 3,911	Expansion of marketing will bring more visitors to the arts festival. Live performances enhance visitor experience, create more of a draw and keep visitors and locals at the event for longer hours. Funding helps with Increased costs of rentals, security and equipment rentals.
	Year 3 FY 2027	$ 110,000	Continue with increased out of market advertising. Add new live performances to the festival. Continue with a signature musical performance by expanding a partnership with opening nights or bringing back "Evening Groove" concert series. Add heat and weather improvements such as misters and shades to cope with higher temperatures.	**Room Nights** 2,081 **Out-of-County Visitors** 4,302	Expansion of marketing will bring more visitors to the arts festival. Explore for new best practices for Arts Festivals. Live performances continue to elevate and enhance visitor experience, create more of a draw and keep visitors and locals at the event for longer hours. Funding helps with Increased costs of rentals, security and equipment rentals.

Additional documents may be attached as needed.



The 2025 ASG Capital Cup will be the 14th year of the spring event for Warner-ASG Soccer. The event started in February 2012 as the ASG Presidents' Day Invitational and was held at The Meadows Soccer Complex with 48 teams participating in the inaugural event.

The event continued to be played at The Meadows Soccer Complex until 2015 when it moved to the larger FSU Rec SportsPlex due to a growth in teams participating in the event. The move to the SportsPlex allowed Warner-ASG to partner with new clubs and begin growing the number of teams in the event.

By 2019, Warner-ASG had partnered with 15 clubs in Florida, Georgia and Alabama to increase the annual number of teams to 120 teams on average for the Presidents' Day weekend event.

The last February event was held in 2020, weeks before the pandemic shut down everything. Planning for event usually starts a few months after the event ends and we requested the same date February date with FSU. As 2020 progressed, FSU informed us our February 2021 date could not be accommodated with health concerns still be a major risk factor.

Warner-ASG decided to move the 2021 event to May instead of cancelling the event. This decision proved to be a huge win. The newly rebranded ASG Capital Cup increased participation and found a new date that clubs and teams could end their spring season together at a single location.

The ASG Capital Cup has continued to grow each year since 2021. In 2023, the number of registered teams forced Warner-ASG to add a second location. The FSU Intramural fields in College Town were added for all U9-U10 7v7 matches and it was a wildly popular location in the shadow of Doak Campbell Stadium. Many visitors were already staying in the College Town hotels, so the proximity to fields was great.

The 2024 ASG Capital Cup was set to be the largest youth soccer event in Tallahassee by number of team registrations. Unfortunately, the tornados on Friday, May 10 disrupted plans for the biggest youth soccer tournament. The FSU Rec SportsPlex was severely damaged, and hotels were full of displaced families as Tallahassee experienced major disruptions of power and services. Warner-ASG cancelled the 2024 event, but will come back and continue to build on the successes of prior years.

Warner-ASG will celebrate its 35th anniversary in 2025. The club has been promoting and providing soccer development, education and opportunities in Tallahassee and surrounding areas to grow the game for youth and adults alike. We are looking forward to another successful year in 2025!

Legacy Event Grant Three-Year Funding Plan

ASG Capital Cup

FUNDING LEVEL	Annual Requested Funding		Event Enhancements (If requesting additional funding ie. out of market advertising, event duration, or new program element.	Anticipated Goals	Comments/Rationale
	Year 1 FY 2025	$ 50,000	Grow out of town team registrations. Continue to foster relationships with out of town clubs that will help grow number of registered teams. Will increase marketing reach to 12 states in the southeast and increase site locations to three facilities. The event will also explore additional facilities to expand the event. Partnering with our local adult teams for possible meet and greet could draw in additional visitors that may not have an athlete in the event.	**Room Nights** 4,000 **Out-of-County Visitors** 9,500	Increasing registrations will require additional facilities to hold the event. Event would need a 33% increase in out of town teams from 2023 total to reach 4,000 room night goal. Club has the ability to reach out to many teams and clubs that have same league affiliations as ASG does. This will provide a different target group as our leagues are set up regionally.
	Year 2 FY 2026	$ 55,000	Continued growth with out of town team registrations. The Club will continuing to foster relationships with out of town clubs and continue to expand marketing reach to include additional states in the southeast. Goal - increased growth of 6.5% for the out of town attending teams. Add soccer related skill games for players and families to take part in throughout the day at the tournament facility	**Room Nights** 4,275 **Out-of-County Visitors** 10,000	Growing the event in increments will continue to drive room nights. Out of town referees will require additional hotel stays, increasing operating costs as well. Maintaining current relationships that provide reciprocal opportunities are an utmost priority. Continued operation of a high quality will bring teams and clubs back each year, hopefully with an increase in participating teams.
	Year 3 FY 2027	$ 60,000	Continued growth and outreach for out of town team registrations. Goal - increased growth of 3% for the out of town attending teams. Consideration of holding the event over two weekends.	**Room Nights** 4,400 **Out-of-County Visitors** 10,250	Consideration of holding the event over two weekends might become a possibility, based on availability of facilities, hotel rooms and referees. This will need to be re-examined annually.

Additional documents may be attached as needed.

The Florida State Invitational (FSI) is a competitive youth soccer tournament hosted by Tallahassee Tottenham Hotspur Futbol Club Inc. and Florida Elite Soccer Academy. Teams from all over the South East compete in age groups from 9U to 19U over a weekend in March. Up to 170 teams participate annually with a champion crowned in each age group for both boys and girls.

In 2025 we will be celebrating our 16th anniversary. FSI has established itself as one of the largest youth soccer tournaments in North Florida and the longest running in Tallahassee. In 2017, FSI gained recognition as a Signature Event with the City of Tallahassee due to the number of overnight visitors the tournament generated. Our club continually works with the community to bring visitors to town. Collaborating with Florida State University brings significant resources and expertise to our event, enhancing the experience for our participants and boosting local visibility.

FSI 2024 had 161 teams participating out of a total of 184 that applied. We work to bring over 100 out-of-town teams for each event (in 2023 we had 105; in 2024 we had 109) with an estimated 6,000 visitors in total. We have reciprocal agreements with clubs from Alabama, Georgia, Florida and Mississippi that ensures FSI is sustainable. We use these partner clubs as ambassadors for our event and ask them to provide feedback as we strive to provide the best possible experience for our visiting friends. We use this positive feedback when soliciting new partner clubs.

FSI is one of the most significant youth sporting events in this area and has a record of creating substantial economic impact. Downs and St Germain reported an economic impact of $1,069,300 for FSI 2023. We will have a greater impact for FSI 2024 due to the higher number of teams and visitors in attendance. While our event has been very successful the club is striving to grow the attendance for the event and increase the economic impact for our community.

In order to accept additional teams, we need more field space. At this time and to ensure the quality of our event we cannot comfortably host more than 160 teams at the FSU Rec Plex due to the number of fields and parking. Adding the intramural fields by the FSU campus would be a possibility, however this would mean splitting club resources to create a second location for tournament officials, referee check-ins, trainers, first aid, refreshments, etc. This could be achieved with the additional funds from Visit Tallahassee.

Tallahassee Tottenham Hotspur Futbol Club Inc. is a 501c3 non-profit soccer club dedicated to the growth and enrichment of its participating members and the Tallahassee community.

https://www.youtube.com/watch?v=f4C0MmJm00k&t=2s

Legacy Event Grant Three-Year Funding Plan

Florida State Invitational-Tottenham

FUNDING LEVEL	Annual Requested Funding		Event Enhancements (If requesting additional funding ie. out of market advertising, event duration, or new program element.	Anticipated Goals	Comments/Rationale
	Year 1 FY 2025	$ 60,000	Addition of Friday evening social for teams, coaches and managers. Add a kids play area with bounce house and water feature at the tournament to encourage parents with younger children to bring the whole family. Add a "beer garden" area at the tournament location partnering with a local brewery. Explore partner with FSU to provide discounted tickets to a Friday night sporting event for visitors. (potentially baseball, beach volleyball or softball).	**Room Nights** 2,200 **Out-of-County Visitors** 5,000	Attract more people to Tallahassee on Friday, which will have an economic benefit across many areas.
	Year 2 FY 2026	$ 70,000	Continue with Friday evening social. Host an adult recreation tournament (coed or same gender) at FSU intramural fields. Sponsor jerseys provided to all competitors. Host a 4 vs 4 small-sided field tournament for younger players with each team having an FSU Soccer Player on the team. Host Friday night panel with FSU women's soccer players where high school girls will learn about what being a collegiate athlete entails. Partner with a local golf course to provide a discount for Friday afternoon/evening.	**Room Nights** 2,350 **Out-of-County Visitors** 5,250	Grow the event to include an adult component. Increase overall participation and partner with local businesses. Increase marketing with sponsor jerseys.
	Year 3 FY 2027	$ 80,000	Continue with Friday evening social and rec adult tournament. Add a competitive component to the adult tournament, offering both rec & competitive play options. Partner with local restaurants to provide attractive discounts on Friday and Sunday nights encouraging folks to come early and potentially stay an extra day. Partner with FSU Women's soccer and hold a Friday night skills camp for female players.	**Room Nights** 2,500 **Out-of-County Visitors** 5,500	Grow the event further to attract more of adult participants. Increase partnerships with local businesses. Increase marketing with sponsor jerseys.

Additional documents may be attached as needed.

MEMORANDUM

DATE: July 11, 2024

TO: Leon County Tourist Development Council

FROM: Kerri L. Post, Executive Director, Leon County Division of Tourism

SUBJECT: FY25-FY27 Legacy Event Grant Recommendations

This item seeks TDC approval of staff recommendations for three-year Legacy Event Grant funding agreements and FY 2024 event funding levels for Springtime Tallahassee Festival, Market Days, LeMoyne Chain of Parks Arts Festival, and two youth soccer tournaments, The ASG Capital Cup, and The Florida State Invitational (Tottenham).

Legacy Events are designed to provide the large event organizers with greater continuity and reliability of financial support from the County so that these long-standing, high-producing events can better focus on programming and activities and not compete with newer and/or smaller events. In accordance with County Tourism Grant Programs Policy, Legacy Event recommendations must be approved by the TDC with final approval of the agreements subject to Leon County Board of County Commission approval.

As approved by the TDC and Board of County Commissioners (BOCC), an applicant must meet the following criteria to qualify for a Legacy Event Grant:

- An event, festival, or tournament that has been taking place in the community for a minimum of five years and can reliably demonstrate generating a minimum average of 1,200 room nights for at least three of the last five years.
- An event, festival, or tournament that can reliably demonstrate generating a minimum economic impact of $1 million annually.
- An event that does not occur during peak visitor periods. Peak visitor periods are generally defined as FSU home football game weekends anticipated to fill existing room inventory, FAMU homecoming weekend, FSU or FAMU spring and fall graduation weekends, and Monday through Thursday during the state legislative session.

Under this structure, five eligible Legacy Event have been identified: (1) Springtime Tallahassee Festival, (2) Market Days, (3) Chain of Parks Arts Festival, (4) ASG Capital Cup and (5) Florida State Invitational (Tottenham).

Legacy Event grants have an award ceiling of $110,000 in annual support for each event. This allocation provides a $10k increase of funding over previous years. Proposed increases in funding requests must document and demonstrate increased event duration and/or significant new or additional program elements that would reasonably be expected to attract an additional audience to the event. Additionally, Legacy Event Grant guidelines require that all events except certain sporting tournaments or sports meets determined by County staff, spend at least 20% of funding on out-of-market advertising and promotion. Annual funding is contingent upon TDT collections and budget allocations.

The first three-year funding agreements for Legacy Event Grants were generated in FY 2022-2024 for Market Days, LeMoyne Chain of Parks Art Festival and Springtime Tallahassee. Red Hills International Horse Trials was the 4th Legacy Event, however that event was discontinued after 20+ years due to a change in Federal Equestrian Programs. Please see below for performance metrics of these three Legacy Events over the last 3 years.

Springtime Tallahassee				
	Grant Awarded	**Room Nights**	**Visitors**	**Economic Impact**
2022	$72,600	1,218	3,534	$1,385,400
2023	$100,000	1,436	6,718	$2,130,500
2024	$100,000	2,030	9,360	$2,325,700
Chain of Parks				
	Grant Awarded	**Room Nights**	**Visitors**	**Economic Impact**
2022	$65,950	1,754	3,057	$1,182,900
2023	$68,500	1,427	3,479	$1,334,800
2024	$70,500	1,662	4,133	$1,767,300
Market Days				
	Grant Awarded	**Room Nights**	**Visitors**	**Economic Impact**
2022	$56,000	1,560	5,220	$2,616,600
2023	$70,000	1,460	5,090	$2,353,500
2024	$85,000	1,000	2,690	$1,319,300 (Weather)

For FY 2025, event organizers have submitted a three-year funding plan, in addition to providing all other required documentation. Based on the criteria, staff recommendations for FY 2025 Legacy Event Grant funding requests are as follows:

2025 – 2027 Legacy Event Grant Projections			
Springtime Tallahassee			
	Grant Awarded	**Room Nights**	**Visitors**
2025	$110,000	2,436	11,232
2026	$110,000	2,923	13,478
2027	$110,000	3,507	16,174
Market Days			
	Grant Awarded	**Room Nights**	**Visitors**
2025	$100,000	1,750	5,500
2026	$110,000	2,000	6,000
2027	$110,000	2,500	6,500
LeMoyne Chain of Parks			
	Grant Awarded	**Room Nights**	**Visitors**
2025	$100,000	1,775	3,556
2026	$110,000	1,892	3,911
2027	$110,000	2,081	4,302
ASG Capital Cup			
	Grant Awarded	**Room Nights**	**Visitors**
2025	$50,000	4,000	9,500
2026	$55,000	4,275	10,000
2027	$60,000	4,400	10,250
Florida State Invitational			
	Grant Awarded	**Room Nights**	**Visitors**
2025	$60,000	2,200	5,000
2026	$70,000	2,350	5,250
2027	$80,000	2,500	5,500

Staff has conducted several meetings with each event organizer and worked closely with staff on program enhancements and recommended annual funding levels. An overview of the 5 Legacy Events Grant Program Elements and requested funding is outlined below.

Springtime Tallahassee Festival *(Attachment #1)*

The Springtime Tallahassee Festival will take place March 28 - 29, 2025 and is a community and regional event attracting vendors and parade entries from as many as 30 states. 2025 will mark the 57th year for this event. The festival has a proven product to offer visitors and vendors from throughout the southeast. Springtime Tallahassee was previously awarded $72,600 for FY 2022 and $100,000 for both FY 2023 and FY 2024. During their first Legacy Grant period, the additional funding allowed for the addition of a second night of Music Fest Downtown on Saturday night in addition to the Friday night

concert. They have increased the number of parade entrants as well as the number of vendors participating at the festival. Their plans for FY 25-FY27 include adding more musical stages, extending hours for the vendors and adding exciting new features to the parade and entertainment. These enhancements in addition to an increased out of market advertising plan, has the potential to increase room night stays and attract new audiences to the event.

Market Days *(Attachment #2)*

Market Days will take place December 7-8, 2024. It is one of the Southeast's largest and best-juried arts and crafts shows, featuring the unique handmade creations of over 300 juried artists, top-quality artisans and craftspeople from across the United States. Market Days was previously awarded $56,000 for FY 2022, $70,000 for FY 2023 and $85,000 for FY 2024. During their first Legacy Grant period, the additional funding allowed for increased marketing to targeted drive markets, with digital billboards, radio and cable advertising. While their 2022 event continued to be impacted by COVID recovery and severe weather impacted their 2023 event, Market Days is forging ahead, planning to add new audiences by adding a music element to their 2024, 2025 and 2026 events. They anticipate increased visitors and room nights through the addition of offering exciting entertainment and building on their out-of-market advertising campaign.

LeMoyne Chain of Parks Art Festival *(Attachment #3)*

The LeMoyne Chain of Parks Art Festival will be held April 20-21, 2025 and is a long-standing fine arts event that has been nationally ranked as a Top 100 fine art festival held throughout the country by *Sunshine Artist Magazine*. The Chain of Parks Art Festival has experienced significant growth, both in the scope of their offerings and in their attraction to visitors. Chain of Parks was previously awarded $65,950 for FY 2022, $68,500 for FY 2023 and $70,500 for FY 2024. During their first Legacy Grant period, the additional funding allowed for expansion of the Chalk Artist Program and the new Visiting Artist Workshops. The Chalk Artist exhibition showcased renowned 3-D chalk artists from around the nation. They also expanded their entertainment and children's sections and added a Folk Art Row section to the already diverse offering of artists. They expanded out-of-market promotions, drawing more out of area visitors to the festival. For FY25-27, Chain of Parks is enhancing the Heritage art section, the Childrens Park and the Chalk Art Oasis. They will add a signature musical performance concert for each of the upcoming years. They will expand their social media and other out-of-market advertising, drawing more visitors to the festival.

ASG Capital Cup *(Attachment #4)*

The ASG Capital Cup will be held on May 16 – 28, 2025. This youth soccer event has been a granted Signature Event for FY22, FY 23 and FY 24 and earned recognition for

generating a high number of room nights and an economic impact worthy of a Legacy Grant. They were awarded $24,773 in FY22, $24,917 in FY 2023 and $32,000 in FY 2024. In FY 2022, this tournament generated 2,706 room nights and had an economic impact of $647,500. FY 2023 saw an increase to 3,539 room nights and an economic impact of $1,147,300. Unfortunately, the tornado in May of 2024, caused damage to the facilities that were reserved for the event and the event had to be cancelled. ASG plans to increase participation in the event over the next three years by increasing their market reach for teams to 12 states. They plan for additional facilities and plan special events with related skill games which will create more of a draw for visiting teams and their family members. They are also considering holding the event over two weekends. With the active pursuit of the participation of more out of town clubs, the ASG Capital Cup will generate a significant increase in visitors and the economic impact in Leon County.

Florida State Invitational Tottenham *(Attachment #5)*

The Florida State Invitational will be held on March 29-30, 2025. This U9-U19 youth soccer event has been a granted Signature Event for FY22, FY 23 and FY 24 and earned recognition for generating a high number of room nights and an economic impact worthy of a Legacy Grant. They were awarded $33,516 in FY22, $34,758 in FY 2023 and $32,000 in FY 2024. In FY 2022, this tournament generated 1,790 room nights and had an economic impact of $862,900. The tournament in FY 2023 generated 1,633 room nights and had an economic impact of $1,069,300. We are awaiting the Downs and St. Germain Report for FY24, but fully expect that their economic impact has been sustained or has grown. The Florida State Invitational plans to grow their event in 2025, by adding a Friday evening social, a children's play area to draw more family members to attend, and including added sporting events to attract longer stays and larger family groups. Over the next two years, they plan to add an adult recreational tournament, host a Friday night panel with the FSU Women's Soccer team for high school girl, and add a soccer skills camp. The Florida State Invitational will generate a significant increase in visitors and the economic impact in Leon County.

Leon County
Board of County Commissioners

Notes for Agenda Item #21

Leon County Board of County Commissioners

Agenda Item #21

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Appointment of Commissioners to Authorities, Boards, Committees and/or Councils

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

Statement of Issue:

This item seeks Board approval to appoint Commissioners to the Affordable Housing Advisory Committee, Apalachee Regional Planning Council, Canopy Roads Citizens Committee, Children's Services Council, and the Leon County Research and Development Authority.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Full Board to appoint **one** Commissioner to the Affordable Housing Advisory Committee for a two-year term ending December 31, 2026.

Option #2: Full Board to appoint **one** Commissioner to the Apalachee Regional Planning Council for a two-year term ending December 31, 2026.

Option #3: Full Board to appoint **one** Commissioner to the Canopy Roads Citizens Committee for a two-year term ending December 31, 2026.

Option #4: Full Board to appoint **one** Commissioner to the Children's Services Council for a four-year term ending December 31, 2028.

Option #5: Full Board to appoint **one** Commissioner to the Leon County Research and Development Authority by Resolution (Attachment #1), for a four-year term ending December 31, 2028.

Report and Discussion

Background:

Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities", was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (collectively, Committees), and the terms of those appointments.

Analysis:

For calendar year 2025, the Policy provides that the full Board make Commissioner appointments to the following Boards/Authorities:

Board / Authority	Current Member	Term Expiration	Recommended Action
Affordable Housing Advisory Committee	Nick Maddox	12/31/2024	Appoint **one** Commissioner to a two-year term ending December 31, 2026.
Apalachee Regional Planning Council	Rick Minor	12/31/2024	Appoint **one** Commissioner to a two-year term ending December 31, 2026.
Canopy Roads Citizens Committee	David O'Keefe	12/31/2024	Appoint **one** Commissioner to a two-year term ending December 31, 2026.
Children's Services Council of Leon County	Carolyn Cummings	12/31/2024	Appoint **one** Commissioner to a four-year term ending December 31, 2028.
Leon County Research and Development Authority	Rick Minor	12/31/2024	Appoint **one** Commissioner to a four-year term ending December 31, 2028.

All Commissioners are eligible for appointment or reappointment.

Affordable Housing Advisory Committee (AHAC)

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.

Commissioner Nick Maddox currently serves as the Board's representative on the AHAC.

- **Full Board to appoint one Commissioner to the Affordable Housing Advisory Committee for a two-year term ending December 31, 2026.**

Apalachee Regional Planning Council (ARPC)

Pursuant to Section 186.504, Florida Statutes, Leon County has three representatives on the ARPC: one county-elected official (County Commissioner), appointed by the full Board; one municipal-elected official (City Commissioner), selected by the City Commission; and the Governor appoints the third representative.

Commissioner Rick Minor currently serves as the Board's representative on ARPC.

- **Full Board to appoint one Commissioner to the Apalachee Regional Planning Council for a two-year term ending December 31, 2026.**

Canopy Roads Citizen Committee (CRCC)

This Committee is focused on updating the Canopy Roads Management plan, including an ongoing replanting schedule. Additionally, the Committee reviews certain development activity along Canopy Roads to minimize impacts to the canopy. The Commissioner serves a two-year term as a liaison (ex-officio) to the Committee.

Commissioner David O'Keefe currently serves as the Board's representative on the CRCC.

- **Full Board to appoint one Commissioner to the Canopy Roads Citizen Committee for a two-year term ending December 31, 2026.**

Children's Services Council of Leon County (CSC)

As approved by a majority of the local electorate during the November 2020 General Election, the Children's Services Council of Leon County (CSC) has been established to provide children with early learning and reading skills, development, treatment, preventative and other children's services. Pursuant to Section 125.901, Florida Statutes, and County Ordinance No. 18-13, one member of the county governing body (County Commissioner), appointed by the full Board, serves on the CSC.

Commissioner Carolyn Cummings currently serves as the Board's representative on the CSC.

- **Full Board to appoint one Commissioner to the Children's Services Council for a four-year term ending December 31, 2028.**

Leon County Research and Development Authority (LCRDA)

Pursuant to Section 159.703(3), Florida Statutes, Chapter 2, Article III, Division 2, Section 2-57 of the Leon County Code of Laws and Resolution No. 22-10, the LCRDA is comprised of 11 individuals, with seven members appointed directly by the Board of County Commissioners (Board) for four-year terms. The full Board appointments consist of a County Commissioner and six at-large members.

Commissioner Rick Minor currently serves as the Board's representative on the LCRDA.

- **Full Board to appoint one Commissioner to the Leon County Research and Development Authority by Resolution (Attachment #1), for a four-year term ending December 31, 2028.**

Options:

1. Full Board to appoint **one** Commissioner to the Affordable Housing Advisory Committee for a two-year term ending December 31, 2026.
2. Full Board to appoint **one** Commissioner to the Apalachee Regional Planning Council for a two-year term ending December 31, 2026.
3. Full Board to appoint **one** Commissioner to the Canopy Roads Citizen Committee for a two-year term ending December 31, 2026.
4. Full Board to appoint **one** Commissioner to the Children's Services Council for a four-year term ending December 31, 2028.
5. Full Board to appoint **one** Commissioner to the Leon County Research and Development Authority by Resolution (Attachment #1), for a four-year term ending December 31, 2028.
6. Board direction.

Recommendation:

Options #1 through #5

Attachment:

1. Appointment Resolution for the Leon County Research and Development Authority.

RESOLUTION: 24- ___

RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SETTING FORTH APPOINTMENT OF A MEMBER OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS TO THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY FOR A TERM OF FOUR YEARS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in October of 1978, pursuant to former Florida Statutes, Section 23.145, et. seq., the Charter of the Leon County Research and Development Authority was executed, creating said authority; and

WHEREAS, in July of 1979, Chapter 159, Part V, Florida Statutes, was enacted and became law, thereby setting forth the requirements for the creation, by Ordinance, of a Research and Development Authority by counties of the state, and empowering such authorities to issue revenue bonds or other such debt obligations to finance the construction of capital projects; and

WHEREAS, in 1980, the Leon County Board of County Commissioners adopted Ordinance No. 80-68, confirming and creating the existence of the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2, Article III, Division 2, Section 2-56 through 2-58 of the Code of Laws of Leon County); and

WHEREAS, on September 13, 2016, the Board adopted Ordinance No. 16-12, amending section 2-57 of the Code of Laws of Leon County; and

WHEREAS, Section 2-57 of the Code of Laws of Leon County, as amended, provides that the composition and number of members of the Authority and the criteria for membership shall be set forth by a duly enacted resolution of the Board; and

WHEREAS, pursuant to Section 2-57 of the Code of Laws of Leon County, as amended, the Board enacted Resolution No. 16-19 on September 13, 2016, to provide for the composition and number of members of the Authority and the criteria for membership; and

WHEREAS, pursuant to the resolution enacted by the Board on September 13, 2016, one member of the Leon County Board of County Commissioners is appointed by a majority vote of the Leon County Board of County Commissioners and by a duly enacted resolution of the Leon County Board of County Commissioners to serve a term of four years or until such time such appointee ceases to be a member of the Leon County Board of County Commissioners, whichever date earliest occurs; and

WHEREAS, the Board needs to appoint one (1) member of the Leon County Board of County Commissioners to the Leon County Research and Development Authority for the term beginning January 1, 2025;

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. That the Leon County Board of County Commissioners hereby ratifies and confirms the appointment of Leon County Commissioner _____ for the term set forth herein below:

Commissioner	Type	Begin Term	End Term
	Four years	January 1, 2025	December 31, 2028

Section 2. This Resolution shall have effect upon adoption.

Proposed, presented and passed this 10th day of December 2024.

LEON COUNTY, FLORIDA

By:
_____
Brian Welch, Chairman
Board of County Commissioners

Date:_____

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
Board of County Commissioners

Notes for Agenda Item #22

Leon County Board of County Commissioners

Agenda Item #22

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointments to the Audit Advisory Committee, Canopy Roads Citizens Committee, and the Joint City/County Bicycling Workgroup

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

Statement of Issue:

This item seeks the full Board's consideration for the appointment of citizens to the Audit Advisory Committee, Canopy Roads Citizens Committee, and the Joint City/County Bicycling Workgroup.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Appoint two citizens, Jeffrey Caines and Valerie Peacock, to the Audit Advisory Committee for two-year terms ending on December 31, 2026.

Option #2: Appoint two citizens, Raymond Hernandez and Austin Moser, to the Canopy Road Citizens Committee for the remainder of three-year terms ending on October 31, 2027.

Option #3: Reappoint three citizens, Justin Pogge, Eric Draper, and Robert Feuerstein, to the Joint City/County Bicycling Workgroup for three-year terms ending December 31, 2027.

Option #4: Appoint one citizen, Marcia Meale, to the Joint City/County Bicycling Workgroup for the remainder of a three-year term ending December 31, 2026.

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:

Audit Advisory Committee (AAC)

Purpose: The Audit Advisory Committee adopts an annual plan of work for the County Auditor and oversees the work of the Auditor. The purpose of the AAC is to promote, maintain, and enhance the independence and objectivity of the internal audit function by ensuring broad audit coverage; adequate consideration of audit reports; and appropriate action on recommendations.

Composition: The AAC consists of five (5) members: two (2) appointed by the Board, and three (3) appointed by the Clerk's Office. Members serve two-year terms expiring December 31. No member will serve more than three consecutive terms. Members must have experience as a public accountant, internal auditor, or as a financial manager for public, private or a not-for-profit institution.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
5	0	Male – 3 Female – 2	White – 4 Black – 1

Vacancies: The terms of Board appointed members Deidre Melton and Thomas Duncan are due to expire on December 31, 2024. Ms. Melton is not eligible for reappointment due to term limits and Mr. Duncan is not seeking reappointment. The eligible applicants for Board consideration are listed in Table #1.

Table #1: Audit Advisory Committee

Vacancy *Status*	Term Expiration	Eligible Applicants (Application Attachment #)	Gender – Race	Recommended Action
Deidre Melton *Not Eligible for Reappointment*	12/31/2024	1. Jeffrey Caines	Male – Black	Appoint two eligible applicants for two-year terms ending December 31, 2026.
Thomas Duncan *Not Seeking Reappointment*	12/31/2024	2. Valerie Peacock	Female – White	

Canopy Roads Citizens Committee (CRCC)

Purpose: The CRCC makes recommendations to the County and City Commissions on matters related to Canopy Road preservation and assists in coordinating efforts of government, private sector, civic groups, and individuals in an effort to protect, maintain, and enhance the Canopy roads.

Composition: The CRCC consists of eight citizen members: four appointed by the Board and four appointed by the City Commission. Members serve three-year terms, expiring on October 31. Members should consist of a balance of persons who have expertise in fields of forestry, local history, who live along a Canopy Road or who have demonstrated a willingness to serve for the enhancement of the community. In addition, the City Commission appoints a City Commissioner to serve as an ex officio, nonvoting member. The Board also appoints a County Commissioner to serve as an ex officio, nonvoting member. Currently, Commissioner David T. O'Keefe is serving in this capacity.

Diversity of Current Membership:

Total Seats	**Vacant Seats**	**Gender**	**Race**
10	3	Female – 4 Male – 3	White – 5 Black – 2

Vacancies: Board appointed members Curtis Chapman and Carolyn Payne recently resigned from seats three and four on this committee and had terms that expired on October 31, 2024. The eligible applicants for Board consideration are listed in Table #2.

Table #2: Canopy Roads Citizens Committee

Vacancy *Status*	**Term Expiration**	**Eligible Applicants (Application Attachment #)**	**Gender – Race**	**Recommended Action**
Carolyn Payne *resigned*	10/31/2024	3. Raymond Hernandez	Male – Hispanic / Latino	Appoint two citizens for the remainder of three-year terms ending on 10/31/2027.
Curtis Chapman *resigned*	10/31/2024	4. Austin Moser	Male – White	

Joint City/County Bicycling Workgroup (JBWG)

Purpose: The JBWG functions as a focus group providing input to the Planning Department staff on cycling-related projects, improvements, events, and ordinances for consideration of recommendations to the Board of County Commissioners and the City Commission.

Composition: The JBWG has 12 members total. Six members are appointed by the Board and six members are appointed by the City Commission. Members are representatives of cycle-related nonprofit organizations, state/local agencies, bicycle groups, and local bicycle businesses. Terms are set for three years, and members are limited to three full consecutive terms per Policy No. 03-15. Vacancies are filled for the remainder of the unexpired term.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
12	4	Male – 6 Female – 2	White – 8

Vacancies: The City Commission currently has three vacant seats. The County also has three upcoming vacancies with terms ending December 31, 2024, and all three members are seeking reappointment. The County currently has one vacant seat with a term ending December 31, 2026. Eligible applicants for Board consideration are listed in Table #3.

Table #3. Joint City/County Bicycling Workgroup

Vacancy *Term Status*	**Term Expiration**	**Eligible Applicants (Application Attachment #)**	**Gender – Race**	**Recommended Action**
Justin Pogge *Served 1 Term Seeking Reappointment*	12/31/2024	5. Justin Pogge	Male – White	Reappoint **one** citizen for a three-year term ending December 31, 2027.
Eric Draper *Served 1 Term Seeking Reappointment*	12/31/2024	6. Eric Draper	Male – White	Reappoint **one** citizen for a three-year term ending December 31, 2027.
Robert Feuerstein *Served 2 Terms Seeking Reappointment*	12/31/2024	7. Robert Feuerstein	Male – White	Reappoint **one** citizen for a three-year term ending December 31, 2027.
Vacant	12/31/2026	8. Marcia Meale	Female – White	Appoint one citizen for the remainder of a three-year term ending December 31, 2026.

Options:

1. Appoint two citizens, Jeffrey Caines and Valerie Peacock, to the Audit Advisory Committee for two-year terms ending on December 31, 2026.
2. Appoint two citizens, Raymond Hernandez and Austin Moser, to the Canopy Roads Citizens Committee for the remainder of three-year terms ending on October 31, 2027.
3. Reappoint three citizens, Justin Pogge, Eric Draper, and Robert Feuerstein, to the Joint City/County Bicycling Workgroup for three-year terms ending December 31, 2027.
4. Appoint one citizen, Marcia Meale, to the Joint City/County Bicycling Workgroup for the remainder of a three-year term ending December 31, 2026.
5. Board direction.

Recommendation:

Options #1 through #4

Attachments:

1. Jeffrey Caines redacted application and resume
2. Valerie Peacock redacted application and resume
3. Raymond Hernandez application and resume
4. Austin Moser application and resume
5. Justin Pogge application, resume, and attendance record
6. Eric Draper application, resume, and attendance record
7. Robert Wayne Feuerstein application and attendance record
8. Marcia Meale application

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
AUDIT 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.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Jeffrey Caines | **Date:** 11/15/2024 11:14:33 AM

Home Address: [redacted]

[redacted]

Home Phone: [redacted]

Primary Email: jcaines@fsu.edu

Do you live in Leon County?	Yes
Do you live within the City limits?	No
Do you own property in Leon County?	Yes
Do you own property in the Tallahassee City Limits?	No
How many years have you lived in Leon County?	30

(EMPLOYMENT INFORMATION)

Employer: Florida State University
Occupation: Investigations Manager
Work/Other Phone: [redacted]

Work Address: Westcott Building, Suite 407
222 South Copeland Street, Tallahassee, FL 32309
Work Email: [redacted]

(OPTIONAL)

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

Race: Black or African American **Gender:** M **Age:** 49
District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Janice Foley	**Name:**	David Coury
Address:	3940 Leane Drive Tallahassee, FL 32309-2270	**Address:**	3018 Cummings Ave Tallahassee, FL 32311
Phone:	(850) 980-4435	**Phone:**	(850) 228-8992

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *Yes*

If yes, please explain *FSU may have contracts/grants.*

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)? *Yes*

To exempt your information from County records, you MUST complete the Leon County Government Public Records Exemption Request.

Members must be a resident.

Members on this Committee may not be an employee or officer of the County.

Are you a County employee or officer? *No*

Members must have experience with a public, private or not-for-profit institution (may be retired). Please indicate your area of expertise.

- [ ] Public Accountant for a public, private or a not-for profit institution
- [x] Internal Auditor for a public, private or a not-for profit institution

Please explain: *Work for the FSU Office of Audit and Advisory Services.*

- [ ] Financial Manager for a public, private or a not-for profit institution

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

Signature: Mr. Jeffrey Caines

The application was electronically sent: 11/15/2024 11:14:33 AM



Jeffrey L.Caines

Contact

Phone
[redacted]

Email
jcaines@fsu.edu

Address
[redacted]

Education

1997
Bachelor of Science Degree in Finance
Florida State University

Certifications

June 2002
Certified Fraud Examiner

November 2006
Certified Government Auditing Professional

November 2009
Certified Internal Auditor

Technology Skills

Microsoft Office
QuickBooks
Online Management of Network Information
TeamMate and TeamMate Analytics
People Soft Queries
AuditBoard

Experience

Investigations Manager — December 2023-Present
Interim Investigations Manager — July 2023 - December 2023
Florida State University
Tallahassee, FL

- Implement the Office of Audit and Advisory Services (OAAS) annual work plan for investigations, ensuring adherence to the Quality Standards for Investigations and the Standards for Complaint Handling and Investigations.
- Lead, supervise, and conduct administrative investigations into allegations of fraud, waste, abuse, dishonest acts, or other wrongdoing reported to or discovered by OAAS.
- Ensure compliance with investigative directives, including the Whistleblower's Act, and manage the submission of final investigation work products to the Chief Audit Officer (CAO) for review and approval.
- Identify and document internal control weaknesses during investigations, and prepare Control and Compliance reports for CAO review and issuance.
- Notify and collaborate with the FSU Police Department and other law enforcement agencies when criminal violations are suspected.
- Administer the Commission for Florida Law Enforcement Accreditation (CFA) Inspectors General accreditation process for OAAS, including the provision of required proofs for continued accreditation.
- Develop, revise, and maintain written investigative directives to ensure they meet current standards and practices.
- Maintain an OAAS-compliant intake and tracking system for reports received in-person, verbally, written, electronically, or through third-party reporting processes.
- Represent OAAS in meetings with the State of Florida Agency Inspectors General, University administrators, faculty, and staff, and assist in internal audits as directed by the CAO.

Posted on December 2, 2024

- **Interim Director of Audits** — January 2023-July 2023
  Florida State University
  Tallahassee, FL
  - Supervise assigned audit staff, ensuring the effective implementation of the work plan and adherence to The Institute of Internal Auditors (IIA) Standards.
  - Lead and supervise audits. Supervise audit recommendation follow-up conducted by audit staff and personally conduct follow-up as necessary.
  - Assist in OAAS' risk assessment process and prepare information for inclusion in the OAAS annual report.
  - Provide research and assistance to University entities upon request.
  - Conduct ad hoc assignments, special projects, and other duties as directed by the CAO. This includes conducting projects or audits requested by the Board of Governors, managing the automated audit system, etc.

- **Senior Auditor Investigator** — April 2004-January 2023
  Florida State University
  Tallahassee, FL
  - Conduct internal audits, including determining the scope and objectives, developing audit programs, and preparing reports for supervisory review.
  - Conduct audits in accordance with applicable assurance and consulting standards issued by The IIA.
  - Review internal controls for efficiency, effectiveness, and compliance matters significant to the audit objectives.
  - Review laws, rules, and policies and procedures to program operations of the University, and make recommendations concerning their impact.
  - Conduct follow-up to monitor and ensure that management actions have been effectively implemented or that senior management has accepted the risk of not taking action.
  - Conduct investigations of alleged fraud, waste, and abuse, which include assisting FSU's Police Department in criminal investigations. Assist in the CFA's Inspectors General Accreditation process for OAAS.
  - Carry out other duties as deemed appropriate by the CAO or Director of Audits. Such responsibilities include assisting in internal assessment as part of the Quality Assurance and Improvement Program required by The IIA's Standards and assisting in reviewing internal controls related to investigative findings.

Senior Contract Auditor
Contract Auditor

January 2001-April 2004
December 1999-January 2001

Florida Department of Transporation
Tallahassee, FL

- Perform audits and reviews of Consultant Contracts to establish allowable costs in accordance with applicable Federal Procurement Regulations, State Regulations, and contract terms using a broad-based performance approach to contract auditing.
- Perform review of Certified Public Accountant indirect cost workpapers.
- Perform the detailed technical and analytical review of audit workpapers and draft reports to ensure adherence to professional audit standards and accomplishment of audit objectives.
- Perform accounting system reviews and counsel and advise Department personnel relative to Department and Federal accounting, auditing, and report practices and requirements.
- Meet with entities audited by the Department to discuss allowable costs, audit findings, and recommendations.

Tax Auditor II
Tax Auditor I

December 1998-December 1999
September 1997-December 1998

Florida Department of Revenue
Tallahassee, FL

- For audit purposes, analyze and reconcile intercompany transactions, financial relationships, and business practices.
- Review tax returns and records to determine compliance with various taxing statutes, including Corporate Income/Emergency Excise Tax and Intangible Tax.
- Compute tax liability as it may apply.
- Perform pre-audit analysis and develop audit plans and procedures to be followed during audits.
- Examine and analyze accounting records and systems of taxpayers to identify additional liabilities or tax evasion.
- Compute tax assessment based on evidence and data developed from audits.
- Assist taxpayer in the proper administration of Florida Statutes.
- Prepare reports of audit results for presentation to the taxpayer. Make recommendations for improvements in taxpayer's accounting methods, internal procedures, and controls.

Posted on December 2, 2024

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
AUDIT 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.

Applications will be discarded if no appointment is made after two years.

Name: Mrs. Valerie Peacock | **Date:** 11/18/2024 12:55:03 PM

Home Address: [redacted]

[redacted]

Home Phone: [redacted]

Primary Email: valeriepeacock@comcast.net

Do you live in Leon County? Yes
Do you live within the City limits? No
Do you own property in Leon County? Yes
Do you own property in the Tallahassee City Limits? No
How many years have you lived in Leon County? 29

(EMPLOYMENT INFORMATION)

Employer: Florida Public Service Commission
Occupation: Inspector General
Work/Other Phone: [redacted]

Work Address: 2540 Shumard Oak Blvd
Tallahassee, FL 32317
Work Email: [redacted]

(OPTIONAL)

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

Race: White **Gender:** F **Age:**
District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name: Steven Henry
Address: Executive Office of the Governor
Office of Chief Inspector General
State of Florida
The Capital
400 S. Monroe Street
Tallahassee, FL 32399
Phone: (850) 717-9255

Name: Sarah Kosberg
Address: Florida Digital Service
4050 Esplanade Way
Tallahassee, FL 32399
Phone: (850) 413-0604

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)? *Yes*

To exempt your information from County records, you MUST complete the Leon County Government Public Records Exemption Request.

Members must be a resident.

Members on this Committee may not be an employee or officer of the County.

Are you a County employee or officer? *No*

Members must have experience with a public, private or not-for-profit institution (may be retired). Please indicate your area of expertise.

- [ ] Public Accountant for a public, private or a not-for profit institution
- [x] Internal Auditor for a public, private or a not-for profit institution
- [ ] Financial Manager for a public, private or a not-for profit institution

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

Signature: Mrs. Valerie Peacock

The application was electronically sent: 11/18/2024 12:55:03 PM

Valerie J. Peacock

CIA, CIG, CISA, CIGA, CFE, CRMA

Contact [redacted] valeriepeacock@comcast.net

EDUCATION

Valdosta State University, Valdosta, Georgia

Master of Business Administration (**MBA**), 1995
Master of Public Administration (**MPA**), 1993
Bachelor of Business Administration (**BA**), 1989

Certified Inspector General (CIA) Association of Inspectors General, March 2024
Certified Information Systems Auditor (CISA) (ISACA), January 2023
Florida Certified Contract Manager (FCCM) Florida Department of Management Services November 2022
Certified Inspector General Auditor (CIGA) Association of Inspectors General, April 2016
Certified in Risk Management Assurance (CRMA) Institute of Internal Auditors, January 2013
Certified Internal Auditor (CIA) Institute of Internal Auditors, November 2005
Certified Fraud Examiner (CFE) Association of Fraud Examiners, January 2002

EXPERIENCE

State of Florida, Public Service Commission

Inspector General (June 2023-Present)

Serves as the central point for promoting integrity, accountability, and efficiency within the PSC in accordance with Section 20.055, F.S. Conducts independent and objective audits, reviews, and investigations of program areas in order to assist the PSC in fulfilling its mission to ensure Florida consumers receive their regulated electric, natural gas, water, wastewater, and phone service in a safe, reasonable, and reliable manner. Lead in the development and implementation of an enterprise-wide cybersecurity audit for the Florida Inspector General community.

State of Florida, Department of Commerce

Bureau of Financial Monitoring and Accountability

Bureau Chief (May 2022-June 2023)

Directed and managed the Bureau's financial monitoring of Department subrecipients for compliance with federal uniform guidance, federal grants, as well as state and contract requirements. Promoted Department and subrecipient fiscal accountability and ethics through monitoring efforts designed to detect and recommend corrective actions in areas of non-compliance. Designed and implemented financial monitoring tools. Managed contracted monitoring consultants. Responsible for the coordination and review of financial reporting packages meeting Department responsibilities under the federal and state single audit acts. Developed and implemented financial policies. Promoted IT security and accountability for financial information systems through review and advisory of policies and procedures. Oversaw the evaluation and negotiation of subrecipient indirect cost rate agreements. Coordinated compliance activities with internal and external audit entities.

State of Florida, Department of Environmental Protection

Office of Inspector General

Audit Director (September 2011-May 2022)

Directed and led the internal audit unit performing audits and reviews of Department programs in conformance with Section 20.055, F.S., and the *International Standards for the Professional Practice of Internal Auditing*, published by the Institute of Internal Auditors. Provided leadership in promoting accountability and transparency of Department programs. Developed and implemented annual audit plans using a comprehensive risk assessment. Strong emphasis in contract and grant audits. Directed and managed audit and review engagements to ensure value-added results. Provided advisory and technical assistance to leadership in support of accomplishing Department goals.

Audit Administrator (September 2008-August 2011)

Led a team of six (6) auditors in conducting financial, compliance, and performance audits. Provided training to Department staff and members of the Inspector General Community.

Management Review Specialist (June 1995–August 2008)

Senior Auditor. Planned and conducted financial, compliance, and performance audits and reviews.

PROFESSIONAL ASSOCIATIONS

Institute Internal Auditors
Association of Certified Fraud Examiners
Association of Inspectors General
ISACA

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CANOPY ROADS CITIZENS 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.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Raymond Hernandez | **Date:** 10/6/2024 5:37:30 PM

Home Address:	6524 Saylers Creek Road Tallahassee, FL 32309	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(571) 383-0137	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	rohg2@hotmail.com	**How many years have you lived in Leon County?**	8

(EMPLOYMENT INFORMATION)

Employer:	Community Christian School	**Work Address:**	4859 Kerry Forest Pkwy Tallahassee, FL 32309
Occupation:	Teacher		
Work/Other Phone:		**Work Email:**	rhernandez@ccs-chargers.org

(OPTIONAL)

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

Race: Hispanic or Latino **Gender:** M **Age:** 52

District: District II **Disabled?**

(RESUME AND REFERENCES)

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

Name:	Alfred Grasso	**Name:**	Rick Gernhardt
Address:	6725 Landover Circle, Tallahassee, FL 32317	**Address:**	5443 Paces Mill Rd, Tallahassee, FL 32309
Phone:	(850) 509-0975	**Phone:**	(850) 345-6239

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 be a City or County resident.

Members should have expertise in one of the membership eligibility criteria listed below. Please indicate your area of expertise:

- [ ] Forestry
- [ ] Local history
- [x] Live along a canopy road

  Please explain: *I live along Miccosukee Greenway and am a frequent visitor to the greenway.*
- [x] Have demonstrated a willingness to serve for the enhancement of the community

  Please explain: *Served on homeowners association as president and secretary for 4 years.*

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

Signature: Mr. Raymond Hernandez

The application was electronically sent: 10/6/2024 5:37:30 PM

RAYMOND HERNANDEZ

Resume

JUNE 2, 2024

Raymond 0. Hernandez

Email: ROHG2@Hotmail.com
Address: 6524 Saylers Creek Road, Tallahassee, FL 32309 • Cell: 571-383-0137

Education

Liberty University
Doctoral Candidate – DMin
• Major: Apologetics and Theology

Master's in Divinity – May 12, 2019
• Major: Chaplaincy

American Military University
Bachelor's Degree — May 31, 2009
• Major: Criminal Justice; Minor: Terrorist Studies

Ministerial Experience

Community Christian School – Tallahassee, Florida
Bible Teacher, August 2022 – Present

As a Bible teacher, I focus on delivering expository teaching. I incorporate a method of presenting the content of a biblical text in a systematic and thorough manner. This approach focuses on carefully examining the context, meaning, and application of Scripture, seeking to bring out the intended message of the passage and its application for today's Christian life. I focus on real-life application, clarity, respect for Scripture, and reverence for God. I emphasize avoiding the regurgitation of Christian general responses or terms they hear from Church which appear to be hallow and superficial. I teach students to live a Christian life through servitude and positive attitude knowing that the world will reject and prosecute them. Currently, I teach 27 seventh grade students.

Morningside Church – Tallahassee, Florida
Deacon, March 2021 – Present

I minister to member families at the direction of the pastor and deacon chairman. I facilitate a Sunday connection group consisting of a non-specific age, gender, or marital status classification with a diverse background. We tackle non-traditional Christian Sunday school topics challenging the Christian mundane lifestyle.

Chaplaincy Program – Quincy Annex, Florida Department of Corrections
Volunteer Instructor, April 2021 – March 2022

Once a week, I presented material from two different classes for inmates. I alternated from two Department of Corrections certified classes: Parenting from Inside (8 sessions) and Communication and Anger (10 sessions). Two of my mayor goals of the classes is to help the inmates understand their current circumstances does not nullify their parental role and they can still maintain a relationship with their children in preparation for reunification.

Bradfordville First Baptist Church – Tallahassee, Florida
Deacon, September 2017 – March 2020

As a deacon within this local church, I provided encouragement of and participation in the organizations of the church ministries such as Sunday School, Music, Discipleship, Special Events, etc.; assisted with new member assimilation; helped serve the Lord's Supper; prayed in Sunday services and ministered to the needs of the Sunday School class.

- I oversaw the Veterans outreach program consisting of coordinating with the Veterans of Foreign Wars organization for an annual event.

Battlefield Baptist Church – Warrenton, VA
Trustee, November 2011 – June 2016

As a church trustee I was elected to oversee the physical aspects of the church such as finance, property, and buildings.

- I served on the pastoral selection committee in search of a new senior pastor from October 2012 – November 2013; the elected pastor still serves as senior pastor to date, December 2023

Usher, August 2009 – June 2016

As an usher I served under the direction of the pastor in welcoming and providing directions, if needed, to congregants and visitors of the church facilities. I also played an active role in weekly home visitations.

Professional Experience

«Community Christian School, Tallahassee, FL»
Director of Security, August 2022 – Present

Community Christian School (CCS) is an independent, interdenominational school guided by a parent Board of Directors. CCS is a non-profit organization composed of 65 faculty and staff employees with more than 405 students ranging from VPK to 12th grade. As the Security Director I am responsible for the overall safety and security of CCS personnel and its surrounding campus, including the use of security personnel and/or CCS employees on security detail. This role involves developing, implementing, and overseeing security protocols; emergency response plans; and

safety procedures to ensure the well-being of our school community. I collaborate closely with school administration, staff, and local law enforcement agencies to create a safe and secure learning environment.

«Bureau of Alcohol, Tobacco, Firearms, and Explosives, Tallahassee Field Office, FL»
Special Agent – GS 13 (Retired), March 2016 – August 31, 2022

Special Agents investigate criminal violations of Federal laws within the enforcement jurisdiction of the U.S. Department of Justice. Conduct investigations of violations relating to explosives, firearms, arson, and alcohol and tobacco diversion. Prepare concise criminal investigative case reports. Testify for the Federal government in court or before grand juries. Special Agents gather and analyze evidence through investigative leads, seizures, arrests, execution of search and arrests warrants, and a variety of other means, including but not limited to, surveillance, undercover operations, state, and local partnerships.

Significant Investigations:

Operation LeGend (2020): Federal, State, and Local law enforcement coordinated initiative to address surge in violent crime in Kansas City, MO. It was named for 4-year-old LeGend Taliferro, who was shot and killed while sleeping in his home in Kansas City, Missouri, on June 29, 2020. The operation netted over 200 violent crime offenders and determined a success after the apprehension of the assailant who shot and killed LeGend Taliferro.

Operation Leonidas (2020): ATF Tallahassee Field Office initiative to address the illicit firearms sales in the black market to violent crime offenders. The operation led to the arrest of three violent criminals involved in the illicit sale of drugs and/or firearms. The operation led to successful federal and state prosecutions. I received a financial award for my investigative actions in this investigation.

Target Stores Bombing (2018): ATF led operation thwarted a criminal bombing against Target Department stores along the United States eastern seaboard. An Ocala, Florida man offered another person $10,000 to place bombs hidden in food packages in Target Department stores in Florida, Virginia, and New York. I received the Distinguished Service Medal for my investigative actions in this investigation.

«HHC, 53RD Infantry Brigade, Florida Army National Guard, Pinellas Park, Florida»
Mobility Warrant Officer – Chief Warrant Officer 2 (Ret), October 2016 – November 11, 2021

The Mobility Officer will plan, organize, and supervise the movement, deployment and redeployment of Guard personnel and equipment. Coordinate deployment, redeployment and transportation issues with joint, Guard and commercial agencies. Provide technical interpretation and guidance on the use of transportation automation systems. Coordinate training of unit personnel on the elements of their deployment and redeployment operations. Advise and assist commanders and staffs on all facets of deployment and redeployment operations, as well as logistics (LOG) movements and support operations with the assigned battle space.

Significant Movement:

Camp Shelby, Mississippi (2019): Coordinated the receiving and distribution of 1019 pieces of equipment from the State of Florida. Upon completion of training exercise, coordinated the shipment of 1126 pieces of equipment back to the State of Florida to 10 different locations. The pieces of equipment included, but not limited to, vehicles (motorized and track), generators, ambulances, 5- and 10-ton trucks, variations of the Heavy Expanded Mobility Tactical Trucks, mounted water containers, and over 100 20-foot box containers. No equipment was frustrated or left behind despite numerous dead-line deficiencies.

«U.S. Army Criminal Investigation Command, Protective Services Battalion, Belvoir, VA»
Special Agent — Chief Warrant Officer 2, March 2005 – September 2016

Special Agents assigned to the USACIDC conduct and control all Army investigations of serious crimes, to include but not limited to, rape, fraud, murder, computer crimes and less serious crimes upon request or as needed to enforce Army law or regulations. Special Agents provide investigative and law enforcement support to all U.S. Army elements.

Assignments:

Special Agent: As a Special Agent/Criminal Investigator, achieved a solve rate of 96%. I conducted Army investigations of offenses involving controlled substances as defined in Title 21, U.S. Code, Section 812; planned and provided personal security (protective service) for DoD and DA as directed; conducted sensitive or special interest investigations as directed by the Chief of Staff, Army, or higher authority. My major duties include analyze charge, complaint, or allegation of law violation to identify issues involved and types of evidence needed; establish probable cause and link multiple suspects to probable criminal activity; obtain search and arrest warrants through process of affidavit; search crime scenes to designate, collect, secure and process evidence; maintain proper chain of custody of evidence; obtain evidence or establish facts by interviewing, observing, and interrogating suspects and witnesses and analyzing records; verify information obtained to establish accuracy and authenticity of facts and evidence; prepare, redact, and submit clear and concise reports of investigation; conduct case briefings to prosecuting counsel; present findings in clear, logical, impartial, and properly documented reports; report critical information to and coordinates activities with other offices or agencies when applicable; and examine records to detect links in chain of evidence or information.

Team Chief: As a Team Chief to supervise all actions listed above as well as lead or coordinate work of other special agents. Also, determine scope, timing, and direction of investigations.

Protective Services Agent: Protective Services Special Agent with the protective services detail for the Secretary of Defense, Honorable Dr. Ashton Carter, Deputy Secretary of Defense, Honorable Robert Work, and the Chairman of the Joint Chiefs of Staff, Admiral Mike Mullen. I was awarded the Department of Defense (DoD) Joint Services Commendation Medal and the DoD Joint Services Achievement Medal for my service for both details. I routinely conducted site surveys, route verification and planning, advance security team operations, and coordinated with other federal agencies operating at the same venue.

«Federal Air Marshal Service (FAMS), Washington Field Office, VA»

Senior Federal Air Marshal, April 7, 2002 – March 19, 2016

The agency's primary focus is to detect, deter, and defeat terrorist or other criminal hostile acts targeting or cause the disruption of U.S. air carriers, airports, passengers, crew, and when necessary, other transportation modes within the Nation's general transportation systems.

Assignments:

Surge Capacity Force: Deployed to the New York City area as part of a quick reaction force to provide humanitarian relief and logistical support for the affected areas of Hurricane Sandy in 2012 in support of FEMA operations. I was awarded with a Department of Homeland Security Certificate of Appreciation for my performance.

Liaison Section/International Unit: As a member of the International Unit of the FAMS Liaison Section, I personally negotiated with representatives of the governments of Mexico and Dominican Republic for the implementation of arrival and departure procedures for Federal Air Marshals on mission status. I conducted and/or participated in negotiations/advances with other foreign governments in collaboration with TSA's Office of Global Strategies, Office of Chief Council, and the U.S. Department of State, resulting in agreements permitting arrival/departure of FAMs. I was an active participant for the FAMS in the International In-Flight Security Officers Committee by way of managing the International Air Marshal Community (IAMC) Portal that facilitates communication within the foreign air marshal community. I coordinated arrival/departure of foreign air marshals in the United States.

Transportation Security Operations Center: I was selected above my peers for a detail to be the Assistant Supervisory Air Marshal in Charge, (ASAC)/Assistant Section Chief at the TSA Transportation Security Operations Center. I monitored United States airlines national and global commercial transportation related critical incidents. I provided law enforcement and investigative support for critical operational issues to TSA senior executive leadership elements. I managed critical incidents involving airport security and provided law enforcement sensitive information to the TSA leadership and all stakeholders. Nation-wide, I coordinated with local and federal law enforcement entities to provide support to local FAMS field offices. I achieved a cash award for my performance.

Investigations Division: I performed duties as an FBI Joint Terrorism Task Force Coordinator. I am a subject matter expert in the coordination of FAMS Special Mission Coverage and mitigated threats to the aviation industry from information received via the FBI's International Terrorism Operation Section, the Customs and Border Protection National Targeting Center, the FBI's Terrorist Screening Center and other sources. I provided FAMS senior executive leadership with time sensitive information for adequate deployment of FAMS resources for coverage of high-risk flights. I achieved a cash award for my performance.

Supervisory Federal Air Marshal, Acting: I performed duties of a Supervisory Federal Air Marshal at the Chicago Field Office for six months. During that period of intensive service, my duties included reviewing of time and attendance sheets (TA), travel vouchers, requests for mission exchanges, as well as addressing and correcting scheduling conflicts from Federal Air Marshals. In several instances, I corrected numerous travel vouchers not in compliance with the Joint Federal Travel

Regulation, thereby saving the government money or returning entitlements to the submitter. I reviewed TA sheets on a biweekly basis; on many occasions hours of overtime. I achieved an In-Position Pay Increase of 2% for my duty as a supervisor.

«United States Border Patrol, Hebbronville, TX»
Border Patrol Agent, March 19, 1998 – April 6, 2002

The agency's primary focus was to detect and prevent the smuggling and illegal entry of aliens into the United States and to detect and apprehend any person suspected of violating the Immigration and Naturalization laws, Controlled Substance Act, and Title 21(Customs) of the United States Code.

Assignments:

Border Patrol Academy Instructor: I achieved a graduation rate of 100% as a Spanish instructor at the U.S. Border Patrol Academy in 2000 for class USBP-470. My achievements were recognized with an Outstanding Performance rating.

Special Response Team: I was member of the Laredo Sector Special Response Team. As a member of this team, I participated in Operation Gold Medal for the 2002 Salt Lake City Winter Olympics. I earned a Department of Justice Certificate of Appreciation for my performance.

Field Training Officer Program: I was also a Field Training Officer at my duty station. All Border Patrol Agents, under my supervision and training, graduated from the program.

Member Organizations

Veterans of Foreign Wars
American Legion
Liberty Baptist Fellowship

Skills

• Dept. of Justice National White Collar Crime Center Windows Artifacts
• Dept. of Justice National White Collar Crime Center Online Social Media Investigations
• University of Tennessee, Department of Anthropology, Forensic Anthropology Center, Forensic Anthropology Field Methods Course
• Dept. of Justice National White Collar Crime Center Basic Cell Phone Investigations
• Dept. of Justice National White Collar Crime Secure Techniques for Onsite Computer Preview
• ATF Post Blast Crime Scene Investigation Course
• FBI Basic Crisis and Hostage Negotiation Course
• U.S. Department of State Passport Agent certification
• The Reid Technique of Interviewing and Interrogation Advanced four-day course to include terrorist themes
• Certificate of Training (Awareness Level) for law enforcement response to weapons of mass destruction and chemical, biological, radiological/nuclear, and explosives
• Certificate of Training for introduction to computer search and seizure
• Department of Defense Protective Services and Counter-Terrorism Evasive Driving Course
• U.S. Border Patrol instructor certification for law, Spanish, and physical training

- Spanish instructor for USBP Class #470 (03/2001-09/2001)
- Member of the U.S. Border Patrol Laredo Sector Special Response Team (02/2000-04/2002)

Awards

- Department of Justice, Distinguished Service Medal, 2019
- Time-off Award, 2017, 2018, 2019, 2020
- Department of Homeland Security Certificate of Appreciation, 2013
- In-service Pay Increase 2%, 2009
- In-Service Cash Awards, 2010, 2011, 2019
- Dept. of Justice Certificate of Appreciation
- INS Certificate of Commendation
- Dept. of Defense Joint Services Commendation Medal
- Dept. of Defense Joint Service Achievement Medal
- US Army Commendation Medal
- US Army Achievement Medal (4th award)
- US Army Good Conduct Medal
- Dept. of Defense Iraq Campaign Medal
- Dept. of Defense Global War on Terrorism Medal

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CANOPY ROADS CITIZENS 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.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Austin Moser | **Date:** 10/17/2024 9:11:19 AM

Home Address:	6148 Old St. Augustine Road Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 758-9241	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	austinmoser7@gmail.com	**How many years have you lived in Leon County?**	10

(EMPLOYMENT INFORMATION)

Employer:	The James Madison Institute	**Work Address:**	100 North Duval Street Tallahassee, FL 32311
Occupation:	Director of Development		
Work/Other Phone:		**Work Email:**	amoser@jamesmadison.org

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 34

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Karen Hickey	**Name:**	
Address:	100 North Duval Street Tallahassee, FL 32311	**Address:**	
Phone:	(850) 386-3131	**Phone:**	

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

Have you served on any previous Leon County committees?* *Yes*

If Yes, on what Committee(s) have you served? *Tallahassee Sports 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 be a City or County resident.

Members should have expertise in one of the membership eligibility criteria listed below. Please indicate your area of expertise:

- [ ] Forestry
- [ ] Local history
- [x] Live along a canopy road

  Please explain: *I live on Old St. Augustine Road.*
- [ ] Have demonstrated a willingness to serve for the enhancement of the community

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

Signature: Mr. Austin Moser

The application was electronically sent: 10/17/2024 9:11:19 AM

AUSTIN K. MOSER

TALLAHASSEE, FL 850-758-9241 AUSTINMOSER7@GMAIL.COM

PROFESSIONAL EXPERIENCE

THE JAMES MADISON INSTITUTE NOVEMBER 2019—PRESENT

DIRECTOR OF DEVELOPMENT

- Strategically direct all development operations consisting of annual fund, major gifts, private grants, corporate giving, event sponsorships, and planned giving efforts—generating over $3.1 million in the most recent fiscal year.
- Manage a portfolio of over 75 major individual, corporate, and foundation donors to cultivate, solicit and steward their philanthropic investments—growing revenue by 86% over four years.
- Qualify, cultivate, and solicit a mix of 40 current donors and prospects who have the capacity to upgrade or make an initial major gift of $10,000+.
- Develop and execute strategies with the executive leadership team to achieve organizational fundraising goals, effectively assigning staff to key solicitation roles.
- Assist in the coordination of all events, including two annual dinners and a policy summit, generating revenue of $500,000 and 500+ attendees in FY2023.
- Manage and invest organization's largest planned gift of stock to date ($350,000), while working to grow gift 97% in following 3 years.
- Oversee and coordinate all direct mail operations for housefile and acquisition mailings—resulting in an upward trend for number of donations, donation amount, and response rate.
- Achieve a year-over-year growth of 20% in fundraising revenue, with substantial increases in donor base and gift sizes across all giving levels.
- Supervise and lead development team, consisting of an assistant director of development, foundations grant manager, and assistant grant writer.
- Led the procurement, transition, conversion, and implementation of a new CRM platform (Raisers Edge NXT) enhance tracking, cultivation, and engagement of donors, substantially improving data-driven fundraising strategies.

FLORIDA DENTAL ASSOCIATION JUNE 2017—OCTOBER 2019

COORDINATOR OF FOUNDATION AFFAIRS

- Assisted the Director of Foundation Affairs in the coordination and implementation of all activities relating to the *Florida Dental Association (FDA) Foundation, Inc.*
- Created innovative fundraising and engagement campaigns soliciting Association members to donate and join the Emerald Club, the FDA Foundation's premier giving program—gained 275 new donors on average, contributing over $200,000, from FY17 thru FY19.
- Planned and led the Foundation's signature event, *Florida Mission of Mercy,* a two-day event that provides free dental care to over 2,000 people.
- Annually solicited key constituents, Association members, sponsors, and granting organizations for contributions totaling $350,000 to financially support the *Florida Mission of Mercy* event.
- Supported the *Project: Dentist Care* program by annually allocating $50,000 in grants to multiple dental clinics throughout Florida and creating a resource guide for the general public.
- Oversaw the management of the FDA Foundation Disaster Fund grant program, which administered 120 disaster grants with a total expenditure of $210,500 in FYE18 and FYE19—while receiving over $128,100 in aid from other state associations and private contributions.

FLORIDA STATE UNIVERSITY NOVEMBER 2014—JUNE 2017

ASSISTANT DIRECTOR, GARNET AND GOLD SCHOLAR SOCIETY

- Coordinated the *Garnet and Gold Scholar Society (GGSS)* program; facilitating the involvement and recognition of engaged, undergraduate FSU students.
- Advised 900+ students per semester on the process for participating in GGSS and fulfilling program criteria.
- Recruited and trained more than 225 FSU faculty and staff members to serve as a program mentor.
- Promoted the program to students, faculty, and staff through campus events and presentations.
- Coordinated and implemented induction ceremony each semester for 300-700+ attendees.
- Supervised two graduate assistants, providing opportunities for new projects and professional development.

ASSISTANT DIRECTOR, STUDENT AND YOUNG ALUMNI PROGRAMS

- Served as the advisor to the *Student Alumni Association (SAA),* FSU's second largest student-led organization.
- Planned, directed, and supervised five events per semester—with a goal of increasing membership and engagement with the over 2,000 student members of the *SAA*.
- Responsible for all logistics, planning, promotion, and execution of two of the longest standing Homecoming traditions at Florida State University; the Homecoming Parade and the Chief and Princess program.
- Served on several standing committees for university wide events and programs that focused on student engagement that consisted of a total of 35,000 attendees and over 200 volunteers.
- Cultivated relationships with more than 9,000 incoming students during summer orientation sessions.
- Established young alumni programming including regional social activities and pre-graduation events.
- Developed, managed, and evaluated three budgets totaling over $200,000.

TROY UNIVERSITY ATHLETICS DEPARTMENT JUNE 2012—AUGUST 2014

ATHLETIC ADMINISTRATION GRADUATE ASSISTANT

- Assisted Senior Associate Director of Athletics/SWA with daily tasks including non-athletic/athletic scholarships, off-campus housing, eligibility and compliance issues, and Special Assistance requests.
- Managed the development and implementation of a newly created student rewards program—served as liaison between Student Government Association and Troy Athletics Department.
- Assisted in creating and developing new community outreach events for football and basketball teams.

Served as the point-of-contact for military personnel for annual "*Salute to Military*" football game—distributing over 5,000 tickets and generating $40,000 in new ticket revenue for one game.

EDUCATION

MASTER OF SCIENCE TROY UNIVERSITY

Hospitality, Sport, and Tourism Management

BACHELOR OF SCIENCE TROY UNIVERSITY

Sport and Fitness Management | Cum Laude

AFFILIATIONS

- Visit Tallahassee—Tallahassee Sports Council, Member MAY 2019—FEBRUARY 2022
- City of Tallahassee—Parks and Recreation Advisory Board, Member JULY 2018—APRIL 2021
- Association of Fundraising Professionals, Member MARCH 2018— PRESENT
- Orlando Sports Foundation, Research Consultant NOVEMBER 2012—MARCH 2014

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
JOINT CITY/COUNTY BICYCLING WORKGROUP

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Lisa Davis by telephone at (850) 606-5300 or by e-mail at DavisLis@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Justin Pogge | **Date:** 10/15/2024 12:01:30 PM

Home Address:	1206 ford street tallahassee, FL 32303	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 294-7509	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	oldfieldcycles@gmail.com	**How many years have you lived in Leon County?**	40

(EMPLOYMENT INFORMATION)

Employer:	FAMU-FSU college of Engineering	**Work Address:**	2525 pottsdamer st tallahassee, FL 32303
Occupation:	Technical Research Designer		
Work/Other Phone:	(850) 410-6110	**Work Email:**	jpogge@fsu.edu

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 43

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Tom Slade	**Name:**	Ed Deaton
Address:	89 Corbette Lane Crawfordville FL 32327	**Address:**	9601 Miccosukee rd Tallahassee, FL 32308
Phone:	(850) 210-5469	**Phone:**	(850) 877-6628

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

If yes, on what Committee(s) are you a member? *Joint city county bicycling workgroup*

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

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

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

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

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

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

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

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

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

Members should be representatives of one of the following membership eligibility criterias. Please indicate your area of expertise.

- [x] Cycle-related non-profit organization

  Please explain: *capital city cyclist, TMBA, RUSA*
- [ ] State/local agency
- [ ] Bicycle group
- [ ] Local bicycle business
- [ ] Other

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

Signature: Mr. Justin Pogge

The application was electronically sent: 10/15/2024 12:01:30 PM

JUSTIN POGGE

1206 Ford St, Tallahassee, FL 32303
(850)-294-7509
Jpogge@fsu.edu

Machinist, welder and fabricator with twenty years of experience. Business owner with seventeen years of managerial experience requiring problem solving and logistical skills. NIMS certified in materials, manual machining and CNC operation/programming.

- I work exceptionally well with others, especially in high pace, high stress environments.
- Excellent problem-solving abilities.
- Equipment repair, upkeep and maintenance skills
- Extensive machinist experience especially in tight tolerance aerospace manufacturing
- Precision welding experience
- Professionally trained and experienced on CNC and manual metal working equipment.
- Proficient at reading blueprints and technical drawings
- 15 Years of CAD/CAM software experience
- Exceptional workplace safety knowledge and certifications
- Managerial experience and experienced in training students and workers.
- Performing CNC setup and programming on HAAS and Siemens controlled machines.
- Safely operate hand tools as well as metal working and woodworking tools
- Waterjet cutting machine experience. As well as CNC routers, plasma cutters and laser cutters

Experience

2017-present

Machinist/Shop Technician, FAMU/FSU College of Engineering

- Reading and interpreting technical drawings
- Receiving work orders from students, faculty and staff and providing them with the best possible outcome for their manufactured parts and needs. This includes finding errors and providing solutions for their projects and research and manufacturing to the highest standards.
- Manufacturing parts with a tolerance of +/- 0.0001” (2.5microns).
- Manufacturing and advising in design for aerospace models to be tested in a polysonic wind tunnel.
- CNC machine programming and operation, especially HAAS and Siemens controlled machines
- CAD/CAM experience(FeatureCAM, MasterCAM, Soldworks, Autodesk Inventor, Fusion360, AutoCAD)
- Waterjet programming, use, repair and maintenance.
- Manual mill and lathe operation, cleaning, moving, leveling and upkeep.
- Welding(TIG,MIG, STICK), oxy/acetylene brazing and soldering. Plasma cutting
- Sheet metal bending, cutting and fabrication.
- Circuit boards and small electrical circuit design and manufacture
- Fork lift operator certified
- Heavy equipment moving
- Shipment receiving including sensitive scientific equipment and gas cylinder receival.
- Wood working and hand tool use.

- Knowledge of material handling and safety
- Maintain a clean working environment with extensive knowledge of chemical safety and OSHA compliance.
- Supervising students on equipment with a focus on safety and proper tool use.
- Student teaching demonstrations of welding and machining
- Work with students on senior designs as well as student clubs and organizations like SAE

2003 – 2017
Bicycle Fabricator, **OLD FIELD CYCLES**

- Personal business designing, fabricating and building custom high precision light weight bicycle frames and parts for bicycle racers and enthusiasts.
- Collaborated and consulted with customers for frame design and parts selection and understanding the wants and needs of the customer to provide the best product possible.
- Bicycle fitting and sizing for customers
- Manufactured bicycle frames, forks and racks using brazing and welding techniques to high standards and tight tolerances.
- Coordinate with sub-contractors in order to maintain production schedules(paint shops, powdercoaters)
- Work with suppliers and vendors for raw materials, manufactured parts and components
- CAD design
- Creating technical drawings
- Manufacturing fixtures and tools
- Manual machining and lathe work
- Manufacture small parts
- Bicycle frames require a fine attention to detail for a demanding customer base.
- Performing all functions required of running a small business.

Education

May 1999
grade school diploma, **LINCOLN HIGH SCHOOL**
graduated with honors.

May 2001
Associates in Arts degree, **TALLAHASSEE COMMUNITY COLLEGE**
Was a member of the honor program

March 2015
NIMS CNC certification, TCC/NIMS
National Institute for Metalworking Skills certification in CNC, Machining, Materials Measurement and Safety, and Mastercam certification.

Excel, FeatureCAM, AutoCAD Inventor CAD/CAM, Solidworks, Fusion 360, MasterCAM, Autodesk Inventor. Linux and Windows based operating systems, Peripheral and Arduino programming and setup.

Joint City/County Bicycling Workgroup

Attendance record for *Justin Pogge*

Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022
X	MC	X	X	X	A	MC	MC	X	X	MC	MC
Jan 2023	**Feb 2023**	**Mar 2023**	**Apr 2023**	**May 2023**	**June 2023**	**July 2023**	**Aug 2023**	**Sept 2023**	**Oct 2023**	**Nov 2023**	**Dec 2023**
X	MC	X	X	MC	X	X	A	MC	X	X	MC
Jan 2024	**Feb 2024**	**Mar 2024**	**Apr 2024**	**May 2024**	**June 2024**	**July 2024**	**Aug 2024**	**Sept 2024**	**Oct 2024**	**Nov 2024**	**Dec 2024**
X	MC	X	MC	MC	A	X	X	X	X	X	MC

X – Member in attendance

A – Member absent

MC – Meeting Cancelled

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
JOINT CITY/COUNTY BICYCLING WORKGROUP

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Lisa Davis by telephone at (850) 606-5300 or by e-mail at DavisLis@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Eric Draper | **Date:** 11/10/2024 4:55:15 PM

Home Address:	3627 Dexter Drive Tallahassee, FL 32312	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 251-1301	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	Wericdraper@gmail.com	**How many years have you lived in Leon County?**	34

(EMPLOYMENT INFORMATION)

Employer:	Self	**Work Address:**	3627 Dexter Drive Tallahassee, FL32308, Tallahassee, FL 32312
Occupation:	Consultant		
Work/Other Phone:	(850) 251-1301	**Work Email:**	wericdraper@gmail.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 71

District: District III **Disabled?**

(RESUME AND REFERENCES)

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

Name:	Tommy Warren	**Name:**	Marcia Meale
Address:	2229 Ellicott Drive Tallahassee, FL 32308	**Address:**	1452 Mitchell Ave Tallahassee, Fl 32303
Phone:	(850) 509-9696	**Phone:**	(850) 321-9075

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.

In addition to the experience reflected on my resume, I just completed service as a member and chair of the Miccosukee Canopy Road Greenway Management Plan Citizen Advisory Committee

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

If yes, on what Committee(s) are you a member? *Miccosukee Canopy Road Greenway Management Plan Citizens Advisory Committee*

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

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

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

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

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

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

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

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

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

Members should be representatives of one of the following membership eligibility criterias. Please indicate your area of expertise.

- [x] Cycle-related non-profit organization

  Please explain: *Board on Capital City Cyclists and Florida Bicycle Association*
- [ ] State/local agency
- [ ] Bicycle group
- [ ] Local bicycle business
- [ ] Other

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

Signature: *Mr. Eric Draper*

The application was electronically sent: 11/10/2024 4:55:15 PM

Eric Draper

3627 Dexter Drive
Tallahassee, FL
(850) 251-1301
WEricDraper@gmail.com

Environmental Consultant

January 2022 - Present

Provide advice and outreach on environmental policy and finance for a charitable foundation, a city government, and a major landowner. Volunteer chair for Florida Wildlife Corridor PES team.

Florida Park Service — *Director*

November 2017 - December 2021

Before retiring, managed the nation's best state park system. Implemented a plan emphasizing resilience, restoration, revenue, workforce development, and stakeholder support. Secured record budgets for park improvements and resource management. Managed staff and visitor safety through the pandemic. Secured a major fee increase.

Fl. Audubon Society/Audubon Florida — *President/Ex Dir.*

January 1999 - November 2017

Directed Florida's most influential conservation organization. Worked with a board of directors, 43 chapters, and 90 staff to raise a $7 million annual budget while providing key leadership on every major state environmental issue including Everglades restoration.

National Audubon Society — *Senior Vice President for Policy*

September 1995 - December 1998

Directed federal policy efforts for a major conservation organization. Initiated campaigns on wetlands and wildlife conservation with emphasis on the Mississippi River watershed and the Everglades.

Florida House of Representatives — *Majority Office Staff Director*

January 1995 - September 1995

Managed policy priorities for House Majority Leader. Developed Florida's first school class size policy proposal.

The Nature Conservancy — *Government Relations Director*

September 1989 - January 1995

Led state lobbying efforts and managed local referenda campaigns to secure public land acquisition funds. Credited with more than $2 billion in new spending.

University of South Florida — *Philosophy*

Current Service

Florida Bicycle Asso.
Board of Directors

Conservation Florida
Board Secretary

Capital City Cyclists
Board of Directors

Pine Tip Hills HOA
President

Past Service

Florida Governor's Climate Action Task Force

Florida State University Applied Political Science
Adjunct Instructor

Clinton-Gore EPA Transition Team

FL Land and Water Legacy Fund Constitution Amendment One Campaign
Executive Committee

Florida Soil and Water Conservation Council

Florida Working Forests Partnership *Co-chair*

Sustainable Florida
Board of Directors

Florida Ocean Alliance
Board of Directors

Joint City/County Bicycling Workgroup

Attendance record for *Eric Draper*

Jan 2022	**Feb 2022**	**Mar 2022**	**Apr 2022**	**May 2022**	**June 2022**	**July 2022**	**Aug 2022**	**Sept 2022**	**Oct 2022**	**Nov 2022**	**Dec 2022**
N/A	MC	X	A	A	X	MC	MC	X	X	MC	MC
Jan 2023	**Feb 2023**	**Mar 2023**	**Apr 2023**	**May 2023**	**June 2023**	**July 2023**	**Aug 2023**	**Sept 2023**	**Oct 2023**	**Nov 2023**	**Dec 2023**
X	MC	X	X	X	X	X	X	MC	A	X	MC
Jan 2024	**Feb 2024**	**Mar 2024**	**Apr 2024**	**May 2024**	**June 2024**	**July 2024**	**Aug 2024**	**Sept 2024**	**Oct 2024**	**Nov 2024**	**Dec 2024**
X	MC	X	MC	MC	X	X	X	X	X	A	MC

X – Member in attendance

A – Member absent

MC – Meeting Cancelled

N/A – Not Applicable (Not yet appointed, etc.)

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
JOINT CITY/COUNTY BICYCLING WORKGROUP

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Applications will be discarded if no appointment is made after two years.

Name: Mr. Robert Wayne Feuerstein | **Date:** 10/16/2024 3:55:28 PM

Home Address:	2616 Stonegate Drive Tallahassee, FL 32308	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 901-5436	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	photobob321@gmail.com	**How many years have you lived in Leon County?**	6

(EMPLOYMENT INFORMATION)

Employer:	Retired	**Work Address:**	
Occupation:	Retired		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: White **Gender:** **Age:** 75

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Andy Zimmerman	**Name:**	
Address:	4523 Bradfordville Road, Tallahassee, FL, 23209	**Address:**	
Phone:	(850) 524-4399	**Phone:**	

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.

Currently on the JOINT CITY/COUNTY BICYCLING WORKGROUP and TALLAHASSEE SENIOR CENTER ADVISORY BOARD

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

If yes, on what Committee(s) are you a member? *Currently on the JOINT CITY/COUNTY BICYCLING WORKGROUP and TALLAHASSEE SENIOR CENTER ADVISORY BOARD*

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*

Members should be representatives of one of the following membership eligibility criterias. Please indicate your area of expertise.

- [ ] Cycle-related non-profit organization
- [ ] State/local agency
- [ ] Bicycle group
- [ ] Local bicycle business
- [x] Other

Please explain: *Involved in California Bike Paths and also Tallassee Bike Paths.*

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

Signature: Mr. Robert Wayne Feuerstein

The application was electronically sent: 10/16/2024 3:55:28 PM

Joint City/County Bicycling Workgroup

Attendance record for *Robert Feuerstein*

Jan 2022	**Feb 2022**	**Mar 2022**	**Apr 2022**	**May 2022**	**June 2022**	**July 2022**	**Aug 2022**	**Sept 2022**	**Oct 2022**	**Nov 2022**	**Dec 2022**
X	MC	A	X	A	X	MC	MC	X	X	MC	MC
Jan 2023	**Feb 2023**	**Mar 2023**	**Apr 2023**	**May 2023**	**June 2023**	**July 2023**	**Aug 2023**	**Sept 2023**	**Oct 2023**	**Nov 2023**	**Dec 2023**
X	MC	X	X	MC	X	X	X	MC	A	X	MC
Jan 2024	**Feb 2024**	**Mar 2024**	**Apr 2024**	**May 2024**	**June 2024**	**July 2024**	**Aug 2024**	**Sept 2024**	**Oct 2024**	**Nov 2024**	**Dec 2024**
X	MC	A	MC	MC	X	X	A	A	A	X	MC

X – Member in attendance

A – Member absent

MC – Meeting Cancelled

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
JOINT CITY/COUNTY BICYCLING WORKGROUP

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Lisa Davis by telephone at (850) 606-5300 or by e-mail at DavisLis@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Ms. Marcia S Meale | **Date:** 11/2/2024 1:43:04 PM

Home Address:	1452 Mitchell Ave Tallahassee, FL 32303	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 321-9075	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	marcia.s.meale@gmail.com	**How many years have you lived in Leon County?**	37

(EMPLOYMENT INFORMATION)

Employer:	Leon County Schools	**Work Address:**	
Occupation:	Teacher, retired		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 73

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Jane Fletcher	**Name:**	Laurie Koburger
Address:	4149 Arklow Drive, Tallahassee, FL 32309	**Address:**	3134 Brandywine Drive, Tallahassee, FL 32308
Phone:	(850) 294-1840	**Phone:**	(850) 443-8197

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.

PhD from FSU in Art Education

Taught 30 years in Leon County as an Art Teacher currently retired, Held National Board Certification, worked on numerous committees at school and district levels

Adjunct Instructor at TCC and FSU currently retired

Currently Vice President of Capital City Cyclists. Work coordinating the Kids on Bikes program with the elementary schools and school district. Also, work on communitywide events like The Spaghetti 100 our annual fundraiser to support Kids on Bikes, the Winterfest Parade, Ride of Silence to encourage awareness of cyclists and participated in the Ride Like Madd state event riding over 900 miles in the month of May.

My main interest in the work group is to keep informed about bicycle infrastructure plans and related projects. In addition, I'd like to help cooridnate anything the city/county would assistance with from the cycling community from providing input to supporting events.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

Members should be representatives of one of the following membership eligibility criterias. Please indicate your area of expertise.

- [x] Cycle-related non-profit organization

  Please explain: *Vice President of Capital City Cyclist, a non-profit organization*

- [ ] State/local agency
- [x] Bicycle group

  Please explain: *Vice President of Capital City Cyclist, member of Tallahassee Mountain Bike Association*

- [ ] Local bicycle business
- [ ] Other

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

Signature: Ms. Marcia S Meale

The application was electronically sent: 11/2/2024 1:43:04 PM

Leon County
Board of County Commissioners

Notes for Agenda Item #23

Leon County Board of County Commissioners

Agenda Item #23

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider an Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) Zoning Districts to the Medium Density Residential (MR-1) Zoning District for 9.04 Acres Located at 112 and 116 Horseman Association Road

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Artie White, Director, Planning, Land Management & Community Enhancement (PLACE)
Lead Staff / Project Team:	Russell Snyder, Administrator, Land Use Division Chris Ibarra, Senior Planner, Land Use Division

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider an Ordinance (Attachment #1) amending the Official Zoning Map from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) zoning districts to the Medium Density Residential (MR-1) zoning district, for a 9.04-acre parcel located at 112 and 116 Horseman Association Road. The proposed Ordinance would allow for residential redevelopment of the subject parcels

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) zoning districts to the Medium Density Residential (MR-1) zoning district, based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.

Report and Discussion

Background:

This item requests the Board conduct the first and only public hearing to consider an Ordinance amending the Official Zoning Map from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) zoning districts, to the Medium Density Residential (MR-1) zoning district, for a 9.04-acre parcel located at 112 and 116 Horseman Association Road. The proposed Ordinance would allow for residential redevelopment of the subject parcels (see Attachment #1 for a copy of the legal description and location map). ***This public hearing is quasi-judicial in nature.*** More information regarding quasi-judicial hearings is provided in the Analysis section.

The subject property is in the Suburban Future Land Use Map (FLUM) category is split-zones Manufacture Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) and currently has a total of 12 mobile homes located on the property. Three are vacant as they were damaged by the May 9, 2024, tornado, a fourth mobile home is about to be vacated, and the remaining eight are currently under leases that are expiring. New leases will not be executed as the structures are not insurable due to their advanced age.

The proposed district is MR-1, and is consistent with other rezonings in this area (away from Manufactured Home Park MH and Single-Family Detached R-5, to Medium Density Residential MR-1), which indicate a transition away from lower density manufactured homes and toward a wide range of single-family and two-family housing types. This is consistent with the Suburban FLUM Category, Policy 2.2.5: [L], which intends "to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses." Furthermore, Policy 2.2.5: [L] states that "while mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatible integrated mix of single-use developments that include low and medium density residential, office, and retail development." The site currently has manufactured homes, and the proposed rezoning is intended to allow for a wider range of residential development on the site.

At its meeting on November 12, 2024, the Planning Commission voted unanimously to find the proposed Ordinance consistent with the Comprehensive Plan, and to recommend approval to the Board.

The agent is Geo Flora Group, represented by Drew Robertson, and the applicant/owner is Horseman Mobile Home Park, LLC.

Historic Zoning:

Historic Zoning: Prior to adoption of the Leon County Zoning, Site Plan and Subdivision Regulations in 1992, the subject property was zoned Agricultural (A-2). The A-2 district allowed for single-family, two-family, and mobile home residential uses along with golf courses, churches and schools, nursing homes and the retail sales of agricultural products.

1990: Parcel ID 2225200080000, approximately 1.60 acres, (that was later subdivided and joined with Parcel ID 2225200530000) was rezoned from the A-2 district to M-2 Limited use Site Plan (LUSP).

1992: The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject property was rezoned Mixed Use B. The MU-B zoning district allowed a variety of residential and commercial uses.

1997: Site Specific Zoning became effective November 1, 1997, 97-O-0042AA (City) and October 1, 1997, 97-15 (County) The subject property was placed in the R-5 and M-1 zoning districts.

November 12, 2024: The Planning Commission voted unanimously (6 – 0) to find the proposed Ordinance (Attachment #1) consistent with the comprehensive plan, and to recommend approval to the Board of County Commissioners.

Planning Commission Discussion

On November 12, 2024, the Planning Commission held a public hearing on this item and voted 6 – 0 to find the application consistent with the Comprehensive Plan and recommend that the Board of County Commissioners adopt the proposed Ordinance. There were no speakers on the item.

Analysis:

In accordance with Section 10-6.205(b)13 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the Planning Commission shall consider the following in determining whether to recommend approval or denial of an application:

1. ***Comprehensive Plan.*** *Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?*

   Yes. The proposed ordinance is consistent with the Tallahassee-Leon County Comprehensive Plan. The subject property is located within the Urban Services Area (USA) and within the Suburban FLUM Category of the Comprehensive Plan (Policy 2.2.5: [L], Attachment #2). The Suburban FLUM category is intended as an environment for economic investment or re-investment through the mutually advantageous placement of low-to-medium density residential areas with convenient access to employment and shopping opportunities. The

proposed rezoning of the subject property supports a variety of residential uses, which is consistent with the stated intent of the FLUM category. The subject property is accessible to commercial areas and has access to a principal arterial that serves the larger Tallahassee Community.

The most appropriate development pattern in the Suburban Intensity Guidelines, Policy 2.2.5 Table 4, is Suburban Corridor, which can have a mix of single-use developments that include low and medium density residential up to 16 dwellings units an acre, office, retail, recreation, Light & Heavy Infrastructure and Community Service. Currently, there are low-density single-family developments in the area and construction of a new medium density development is anticipated to begin in early 2025 called Horseman's Bluff Subdivision.

Allowing for more intense residential uses, as requested, in proximity to the existing nearby commercial and offices uses, such as those found off the principal arterial and at the nearby intersection of Capital Circle and Tennessee Street, is consistent with the intent of the Suburban FLUM category.

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

Yes. The proposed rezoning does not create any inconsistencies with the allowed density, intensity, or locational criteria of the MR-1 district. The MR-1 district is intended to also be located in areas designated Suburban on the Future Land Use Map in close proximity to more intensive non-residential uses, including commercial and office uses; and to residentially compatible public facilities such as schools, parks, and transit facilities (Attachment #3). These conditions exist for the subject property.

A comparison of existing and proposed uses in the M-1, R-5 and MR-1 zoning districts is provided in Table #1. A comparison of the allowable densities and intensities is contained in Table #2.

Table #1: Comparison of Existing and Proposed Permitted Uses

	Zoning Districts		
Permitted Uses	**M-1 (Current)**	**R-5 (Current)**	**MR-1 (Proposed)**
Armored truck service	X		
Assembly of apparel and accessories	X		
Automotive service, including car wash	X		
Bottling Plants	X		

Permitted Uses	Zoning Districts		
	M-1 (Current)	R-5 (Current)	MR-1 (Proposed)
Broadcast studios	X		
Building Contractors and related services	X		
Cemeteries	X		
Community and utilities	X		
Community Services, including vocational schools. Library, elementary, middle, or high schools prohibited.		X	
Community Services related to residential use, including religious facilities, elementary, middle and high schools. Library and vocational schools prohibited			X
Community Services for police fire and other community services may be allowed in accordance with section 10-6.806	X		X
Crematoriums	X		
Day care centers	*		X
Distribution facilities	X		
Dry Cleaning Plants	X		
Food processing, excluding slaughter	X		
Golf courses	X	X	X
Gun firing ranges (indoors)	X		
Heavy infrastructure	X		
Laboratories: research and development activities	X		
Lawn and tree removal services	X		
Manufactured Homes		X	
Manufacturing (consistent with the definition of light industrial)	X		
Multi-family dwellings			X
Non-medical offices and services, including business and government offices and services	X		
Nursing home and other residential care facilities			X
Off-street parking facilities	X		
Passive and active recreational activities	X		X
Pest control services	X		
Printing and publishing	X		
Repair service, non-automotive	X		
Single-family attached dwellings		X	X
Single-family detached dwellings			X
Towing, wrecking and recovery services	X		

Permitted Uses	Zoning Districts		
	M-1 (Current)	R-5 (Current)	MR-1 (Proposed)
Transportation and freight handling services	X		
Two-family dwellings			X
Warehouses, mini-warehouses, or self-storage facilities	X		
Welding and machine shops	X		
Wholesale activities	X		
Wholesale building supplies	X		
Zero-lot line single-family detached dwellings			X
Other uses, which in the opinion of the County Administrator or designee, are of a similar and compatible nature to those described in the M-1 zoning district	X		

*Accessory only. See Attachment #3: §10-6.653 Light Industrial; §10-6.811.

Table #2: Density and Intensity Comparison

Zoning District	Maximum Residential Density	Maximum Non-Residential Building Size	Potential Development on the Subject Site
MR-1 *Proposed* 9.04 acres	16 du/acre	20,000 square feet of gross building floor area per acre. Max 3 stories	145 dwelling units; 180,800 gsf
R-5 *Current* 7.44 acres	8 du/acre	10,000 square feet of gross building floor area per acre. Max. 3 stories.	60 dwelling units; 74,400 gsf
M-1 *Current* 1.6 acres	Accessory residential use only	50,000 square feet per acre of gross building floor area (some exceptions). Max. 3 stories.	0 dwelling units; 80,000 gsf
		Net Change =	**+85 Residential Units +26,400 non-residential gsf**

3. ***Changed Conditions.*** *Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?*

   Yes. In 2006, the property adjacent to the east of the subject site was rezoned from MH and R-5 to medium density residential MR-1. The area is continuing to transition from an existing development pattern of single-family detached housing and manufactured homes toward a wider range of single-family, two-family and multifamily housing. Allowing residential development on the subject site is consistent with the Suburban FLUM category's intent to create an environment for economic investment or reinvestment through the mutually advantageous placement of low-to-medium density residential land uses with convenient access to employment and shopping opportunities.

4. ***Land Use Compatibility.*** *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

   No. The predominant land use pattern surrounding the subject area is a mixture of zoning that ranges from MR-1, Rural (R), Commercial Parkway (CP) and M-1. To the north is an enclave of Rural (Lake Talquin State Forest). To the west is M-1, to the east is MR-1, and to the south CP. The surrounding mix of uses will not result in any incompatible uses if the subject site is rezoned to allow more medium density residential land uses. The adjacent parcel to the west, which fronts Tennessee street, zoned M-1, is developed with a John Deere Tractor facility, and if the back (north) of this subject property is redeveloped with commercial or light industrial, buffering would be required to ensure compatibility between adjacent developments.

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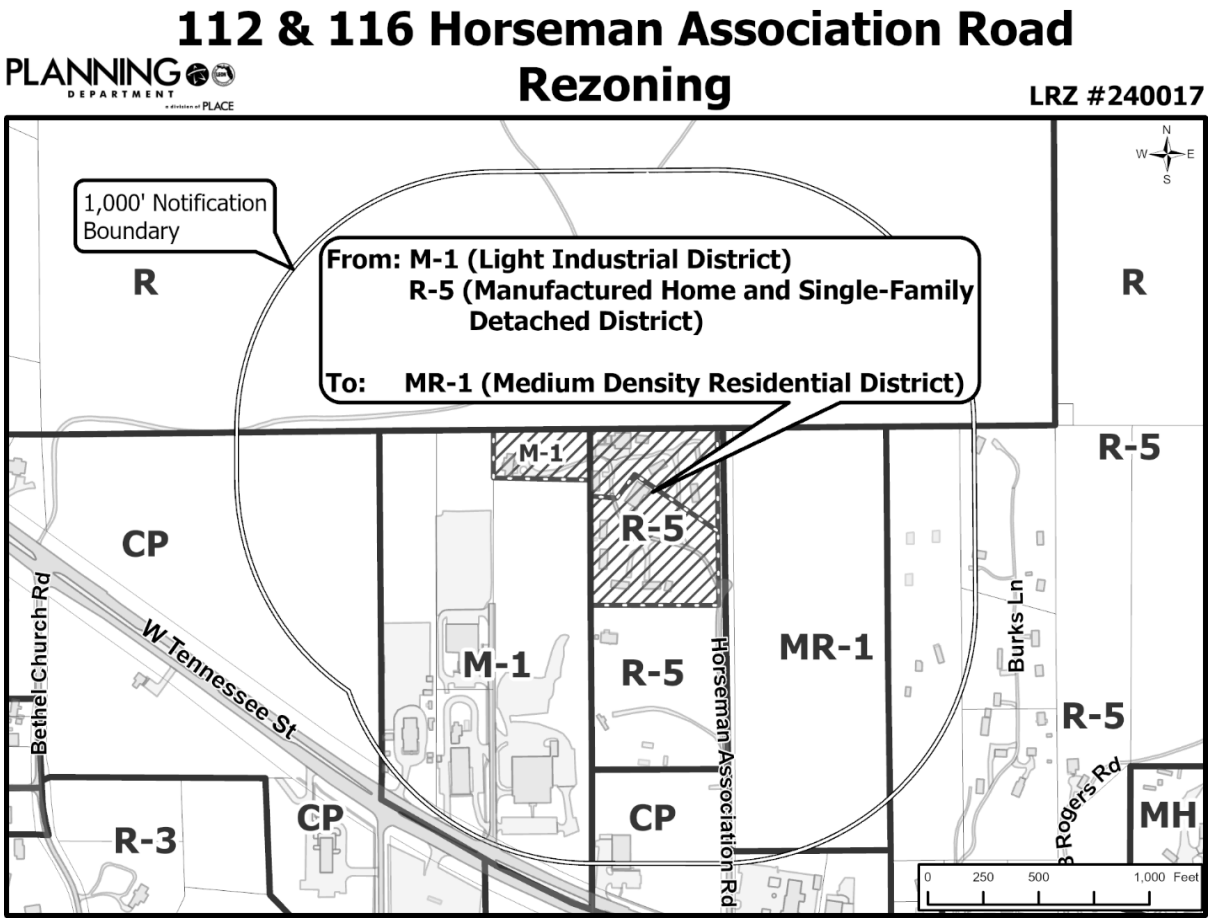
Figure #1: Proposed zoning change with surrounding zoning



5. ***School Considerations.*** *Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?*

   A School Impact Analysis (SIA) form has been submitted to the Leon County School Board and no issues have been identified at this time. The school impact analysis form can be viewed in Attachment #4. Final determination of school impacts will be made at the site plan or subdivision review level.

6. ***Other Matters***. *Are there any other matters which the Commission may deem relevant and appropriate?*

   No.

Public Notification & Response:

The public hearing has been noticed and advertised in accordance with the provisions of the *Leon County Code of Ordinances* (Attachment #5). The Planning Department mailed 11 notices to property owners within 1,000 feet of the subject property. To date, the Planning Department has received no inquiries or comments.

Legal Considerations for Quasi-Judicial Proceedings

This hearing is a quasi-judicial proceeding; therefore, members of the Board shall not initiate or knowingly engage in ex parte communications regarding this item. Ex parte communications are verbal or written communications made to a member of the Board on a matter to come before the Board by, or on behalf of, a party outside of a Commission meeting, and without notice to the other parties. All ex parte communications received by a Commissioner should be forwarded to the County Attorney's Office for inclusion in the agenda materials. If a communication is not included in the agenda materials or occurs after agenda materials are distributed to the Board, the Commissioner must disclose the details of the communication at the Commission meeting before the Board takes action on the matter.

Quasi-judicial hearings require due process (notice and an opportunity to be heard and cross-examine), must comport with the essential requirements of the law (consideration of the correct criteria), and require that the decision of the Board be supported by competent, substantial evidence placed on the record before the Board. "Competent substantial evidence" is that which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached". *De Groot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957). Evidence relied upon must be fact-based, real, material, pertinent and relevant. If the Board denies this rezoning request, such denial must include a determination on the record that maintaining the existing conditions furthers a legitimate public purpose.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) zoning districts to the Medium Density Residential (MR-1) zoning district, based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Manufactured Home and Single-Family Detached Residential (R-5) and Light Industrial (M-1) zoning districts to the Medium Density Residential (MR-1) zoning district, based on the findings of fact and conclusions of law of the Board of County Commissioners and any evidence submitted at the hearing hereon.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Ordinance/Location map
2. Suburban Future Land Use Comprehensive Plan Policy
3. Zoning Districts – Land Development Code
4. School Impact Analysis Form
5. Notice of Public Hearing

LEON COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE MANUFACTURED HOME AND SINGLE-FAMILY DETACHED (R-5) AND LIGHT INDUSTRIAL (M-1) ZONING DISTRICT TO THE MEDIUM DENSITY RESIDENTIAL (MR-1) ZONING DISTRICT FOR 9.04 ACRES LOCATED AT 112 AND 116 HORSEMAN ASSOCIATION ROAD IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

LRZ240017: From Manufactured Home and Single-Family Detached (R-5) and Light Industrial (M-1) to Medium Density Residential (MR-1)

(See Exhibit A)

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

SECTION 3. If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of

the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall become effective upon filing with the Florida Department of State.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this _____ day of _____, 2024.

LEON COUNTY, FLORIDA

By:_____
Brian Welch, Chairman
Board of County Commissioners

Date:_____

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

By:_____

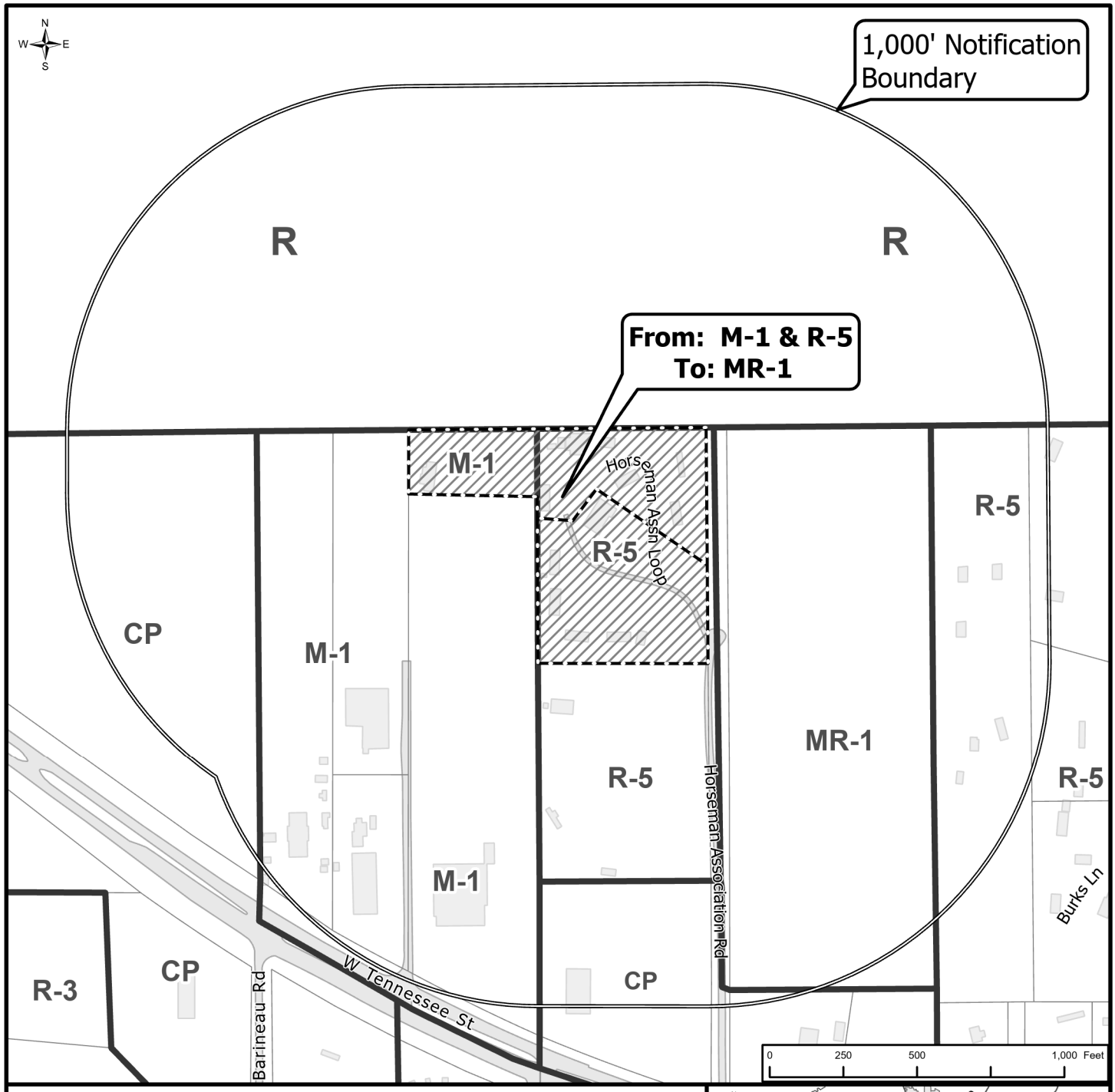
ATTEST:
Gwendolyn Marshall Knight, Clerk of the Court & Comptroller, Leon County, Florida

By:_____

112 & 116 Horseman Association Road Rezoning

PLANNING DEPARTMENT a division of PLACE

LRZ #240017



Parcel ID: 22-25-20-016-0000
22-25-20-053-0000

Size: +/- 9.04 Acres

Current Zoning: M-1 (Light Industrial District)
R-5 (Manufactured Home and Single-Family Detached District)

Proposed Zoning: MR-1 (Medium Density Residential District)



General Location Map

OR BK 4168 PG 2020

Begin at the Northwest corner of the NE 1/4 of the NE 1/4 of Section 25, T-1-N, R-2-W and run thence South along the Quarter section line, 660.15 feet; thence run North 89 degrees 48 minutes 30 seconds West, 503.8 feet; thence run North 00 degrees 04 minutes 10 seconds West, 660.15 feet to a point on the North line of said Section 25; thence run South 89 degrees 48 minutes 30 seconds East along the North line of said Section 25, 504.6 feet to the Point of Beginning. Situate lying and being in the NW 1/4 of the NE 1/4 of Section 25, T-1-N, R-2-W, Leon County, Florida. Less and except the right of way of Horseman's Association Road.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING:

Parcel B;

Commence at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 25, Township 1 North, Range 2 West, Leon County, Florida, and run North 89 degrees 51 minutes 23 seconds West 30.00 feet to the West right of way boundary of a 60.00 foot county road (Horseman's Association Road) and the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 00 degrees 03 minutes 08 seconds West along said right of way a distance of 358.08 feet; thence North 55 degrees 11 minutes 35 seconds West 374.29 feet; thence South 34 degrees 34 minutes 57 seconds West 115.04 feet; thence North 86 degrees 39 minutes 56 seconds West 101.33 feet; thence North 00 degrees 04 minutes 10 seconds West 234.44 feet; thence South 89 degrees 51 minutes 23 seconds East 474.39 feet to the POINT OF BEGINNING.

AND ALSO:

Parcel A:

Commence at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 25, Township 1 North, Range 2 West, Leon County, Florida, and run North 89 degrees 51 minutes 23 seconds West along the North boundary of said Section 25 a distance of 30.00 feet to the West right of way of a 60.00 foot county road (Horseman's Association Road), thence continue North 89 degrees 51 minutes 23 seconds West a distance of 474.39 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 00 degrees 04 minutes 10 seconds East 174.36 feet; thence South 89 degrees 45 minutes 01 seconds West 375.38 feet; thence North 00 degrees 21 minutes 04 seconds East 174.37 feet, thence North 89 degrees 45 minutes 01 seconds East 374.10 feet to the POINT OF BEGINNING.

Parcel B;

Commence at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 25, Township 1 North, Range 2 West, Leon County, Florida, and run North 89 degrees 51 minutes 23 seconds West 30.00 feet to the West right of way boundary of a 60.00 foot county road (Horseman's Association Road) and the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 00 degrees 03 minutes 08 seconds West along said right of way a distance of 358.08 feet; thence North 55 degrees 11 minutes 35 seconds West 374.29 feet; thence South 34 degrees 34 minutes 57 seconds West 115.04 feet; thence North 86 degrees 39 minutes 56 seconds West 101.33 feet; thence North 00 degrees 04 minutes 10 seconds West 234.44 feet; thence South 89 degrees 51 minutes 23 seconds East 474.39 feet to the POINT OF BEGINNING.

EXHIBIT "A"

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT & COMPTROLLER
LEON COUNTY
GWEN MARSHALL
UNOFFICIAL DOCUMENT

Policy 2.2.5: [L]

SUBURBAN

(EFF. 3/14/07)

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14; REV. EFF. 5/31/18)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE(6)	
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ ACRE (3)	Up to 20,000 SQ FT/ACRE (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ ACRE (1)	80,000 SQ FT/ACRE (2)	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%

Notes:
(1) 8 units/acre minimum for exclusively residential;
(2) Hospitals up 176,000 sq ft/acre;
(3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
(4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
(5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
(6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
(7) 250,000 SF of total development permitted on 20 to 30 acre centers.
(8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, and retail development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change

of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure

Section 10-6.639. R-5 Manufactured Home and Single-Family Detached District.

	PERMITTED USES	
1. District Intent	**2. Principal Uses**	**3. Accessory Uses**
The R-5 district is intended to be located in areas designated Bradfordville Mixed Use, Urban Residential-2, Suburban or Woodville Rural Community on the Future Land Use Map of the Comprehensive Plan which exhibit a predominant existing development pattern of single-family detached housing and manufactured homes on individual, standard sized lots. The maximum gross density allowed for new residential development in the R-5 district is 8 dwelling units per acre. Certain community and recreational facilities related to residential uses are also permitted.	(1) Community facilities related to residential uses, including religious facilities, police/fire stations, and elementary, middle, vocational, and exceptional student education schools. Libraries and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (2) Golf courses. (3) Manufactured homes. (4) Passive and active recreational facilities. (5) Single-family detached dwellings.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.

DEVELOPMENT STANDARDS

	4. Minimum Lot or Site Size			**5. Minimum Building Setbacks**				**6. Maximum Building Restrictions**	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side-Interior Lot**	**c. Side-Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height (excluding stories used for parking)**
Single-Family Detached and Mobile Homes Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	80 feet	100 feet	25 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community services facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

Section 10-6.652. M-1 Light Industrial District.

	PERMITTED USES		
1. District Intent	**2. Principal Uses**		**3. Accessory Uses**
The M-1 district is intended to be located in areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan shall apply to urban areas with convenient access to transportation facilities, where light manufacturing, processing, storage, community and recreational facilities and other activities compatible with light industrial operations are permitted. The district is not intended to accommodate heavy industrial operations or to accommodate commercial or residential development which would restrict the principal light industrial operations.	(1) Armored truck services. (2) Assembly of apparel and accessories. (3) Automotive service and repair, including car wash. (4) Bottling plants. (5) Broadcasting studios. (6) Building contractors and related services. (7) Cemeteries. (8) Communications and utilities. (9) Community services, including vocational schools and police/fire stations. Libraries, elementary, middle, or high schools are prohibited. Other community services may be allowed in accordance with Section 10-6.806 of these regulations. (10) Crematoriums. (11) Distribution facilities. (12) Dry cleaning plants. (13) Food processing, excluding slaughter. (14) Golf courses. (15) Gun firing ranges (indoor). (16) Heavy infrastructure (maintenance yards, motor pools, airports, land fills, sewage treatment plants, etc.).	(17) Laboratories; research and development activities. (18) Lawn and tree removal services. (19) Manufacturing (consistent with the definition of light industrial). (20) Non-medical offices and services, including business and government offices and services. (21) Off-street parking facilities. (22) Passive and active recreational activities. (23) Pest control services. (24) Printing and publishing. (25) Repair services, non-automotive. (26) Towing, wrecking, and recovery services. (27) Transportation and freight handling activities. (28) Warehouses, mini-warehouses, or self-storage facilities. (29) Welding and machine shops. (30) Wholesale activities. (31) Wholesale building supplies. (32) Other uses, which in the opinion of the County Administrator or designee, are of a similar and compatible nature to those uses described in this district.	(1) A lawfully established use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the gross floor area of the principal use or structure, as determined by the County Administrator or designee. The 33 percent limitation does not apply to outdoor storage that is accessory to a permitted principal use. (a) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee. (b) Residential use (intended for watchman or guard not to exceed 1 dwelling unit per industrial use). (c) Outdoor storage (without the 33 percent limitation), provided it complies with Section 7 below. (d) The following uses are permitted accessory uses in this district: 1. Eating and drinking establishments such as cafeterias or snack bars, (located within the interior of any permitted use.) 2. Temporary employment 3. Security Guard Service 4. Day Care Centers-- licensed day care services as described in and regulated by section 10-6.811. 5. Recreational amenities—provided as an accessory to a permitted uses established within the district for use by employees management, and their guests. 6. Retail sales—provided the sales are directly related to the principal light industrial use(s), e.g. gun sales at an indoor shooting range. Retail sales must be limited to no more than 33% of the gross floor area.

DEVELOPMENT STANDARDS (continued on page 1 of 2)									
Permitted Principal Commercial Uses Numbers (3), (21), (25)	none	none	none	25 feet	none	25 feet	10 feet	10,000 square feet of gross building floor area per parcel	3 stories
All Other Permitted Principal Non-Residential Uses	none	none	none	25 feet	none	25 feet	10 feet	20,000 square feet of gross building floor area per acre. 50,000 square feet of gross building floor area per acre for storage areas within buildings.	3 stories

7. Criteria for Outdoor Storage: Outdoor storage is permitted as an accessory use to a permitted principal use (without the 33 percent limitation) if the outdoor storage area is screened with an opaque material (an opaque material may include vegetation). The opacity requirements are as follows: 100 percent along any property line that adjoins an existing residential use; 80 percent along any property line that adjoins any other type of use other than residential (commercial, office, etc.) or a street right-of-way. The determination of the adequacy of the opaque material will be evaluated at the time of permitting.

8. Street Vehicular Access Restrictions: Properties in the M-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, and RP

9. Fencing Requirement: All areas proposed for use, currently used, or previously used, in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined to be a reclaimed open-pit mine by the county administrator or designee. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posed which states, in at least four-inch tall letter, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that there may be hazardous conditions on the premises.

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.)

Section 10-6.641. MR-1 Medium Density Residential District.

	PERMITTED USES	
1. District Intent	**2. Principal Uses**	**3. Accessory Uses**
The MR-1 district is intended to be located are in areas designated Bradfordville Mixed Use, Urban Residential-2 or Suburban on the Future Land Use Map of the Comprehensive Plan, in close proximity to more intensive non-residential uses, including commercial and office uses; and to residentially compatible public facilities such as schools, parks, and transit facilities. The MR-1 district is intended to achieve densities consistent with urban development, use of public transit, and efficient use of public infrastructure. Off-street parking facilities in the MR-1 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. The MR-1 district shall provide for a wide range of residential housing types. The maximum gross density allowed for new residential development in the MR-1 district is 16 dwelling units per acre, while the minimum gross density allowed is 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities. Certain community and recreational facilities related to residential uses and day care centers are also permitted.	(1) Community facilities related to residential uses, including religious facilities, police/fire stations, and elementary, middle, and high schools. Libraries or vocational schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (2) Day care centers. (3) Golf courses. (4) Multiple-family dwellings. (5) Nursing homes and other residential care facilities. (6) Passive and active recreational facilities. (7) Single-family attached dwellings. (8) Single-family detached dwellings. (9) Two-family dwellings. (10) Zero-lot line single-family detached dwellings.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.

DEVELOPMENT STANDARDS

	4. Minimum Lot or Site Size			**5. Minimum Building Setbacks**				**6. Maximum Building Restrictions**	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side-Interior Lot**	**c. Side-Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height (excluding stories used for parking)**
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot: 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	7,000 square feet	70 feet	100 feet	15 feet	Same as single-family dwellings above	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,000 square feet minimum; average of 2,000 square feet	16 feet	none	20 feet	none	15 feet	25 feet	maximum length: 8 units	3 stories
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	15 feet	25 feet	20,000 square feet of gross building floor area per acre	3 stories

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

SCHOOL IMPACT ANALYSIS FORM

Agent Name: Drew Robertson **Applicant Name:** Horseman Mobile Home Park LLC **Address:** 111 Horseman Association Rd, Tallahassee, FL 32328	**Date:** October 3, 2024 **Telephone:** 850-745-4226 **Fax:** **Email:** drew@geofloragroup.com

① Location of the proposed Comprehensive Plan Amendment or Rezoning:

Tax ID #: 22-25-20-053-0000 and ~~22-20-25-016-0000~~ 22-25-20-016-0000 (9.04 ac)
Property address: The project is located at 112 & 116 Horseman Association Road.

② Type of requested change (check one):

- ☐ Comprehensive plan land use amendment that permits residential development.
- ☒ Rezoning that permits residential development.
- ☐ Nonresidential land use amendment adjacent to existing residential development.
- ☐ Nonresidential rezoning adjacent to existing residential development. *

③ Proposed change in Future Land Use or Zoning classification:

☐ *Comprehensive plan land use* From: _____ To: _____

☒ *Zoning* From: R-5 and M-1 To: MR-1

***Planning Department staff use only*:**

④ Maximum potential number of dwelling units permitted by the request:

Number of dwelling units: 16 dwelling units/acre x 9.04 acres = 145 Units
Type(s) of dwelling units: All Residential Types

***Leon County Schools staff use only*:**

⑤ School concurrency service areas (attendance zones) in which property is located.

	Riley ***Elementary:***	Griffin ***Middle:***	Godby ***High:***
Present capacity	49	452	497
Post Development capacity	29	443	488

Calculated at maximum possible students (single family <1000 base square ft.)
NOTE: Unofficial until approved by LCS Board. Board Meeting scheduled for October 22, 2024.

Approved at LCS Board Meeting on October 22, 2024.

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, December 10, 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 adoption of the ordinance entitled to wit:

112 & 116 HORSEMAN ASSOCIATION ROAD REZONING

LEON COUNTY ORDINANCE
NO. 24-_____

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE MANUFACTURED HOME AND SINGLE-FAMILY DETACHED RESIDENTIAL (R-5) AND LIGHT INDUSTRIAL (M-1) ZONING DISTRICTS TO THE MEDIUM DENSITY RESIDENTIAL (MR-1) ZONING DISTRICT FOR 9.04 ACRES LOCATED AT 112 AND 116 HORSEMAN ASSOCIATION ROAD IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Leon County will also broadcast the public hearing on Comcast channel 16, the Leon County Florida channel on Roku, and the County's Facebook page (https://www.facebook.com/LeonCountyFL/), YouTube channel (https://www.youtube.com/user/LeonCountyFL), and web site (www.LeonCountyFL.gov).

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Interested parties may also provide virtual real-time public comments during the public hearing. 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, December 9, 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.

Copies of the Ordinances may be inspected as part of the agenda package on the County's web site (https://www2.leoncountyfl.gov/coadmin/agenda/). To receive copies of the Ordinances by other means, such as email, mail, or facsimile transmittal, contact County Administration at (850) 606-5300 or the Tallahassee-Leon County Planning Department at (850) 891-6400.

Leon County
Board of County Commissioners

Notes for Agenda Item #24

Leon County Board of County Commissioners

Agenda Item #24

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider Adopting a Resolution of Intent to Utilize the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Woodville Highway and Lewis Boulevard

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff / Project Team:	Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider adopting the proposed Resolution to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on two parcels located on Woodville Highway and Lewis Boulevard within the Belair/Annawood Wastewater Retrofit Project area.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the Resolution of 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 certain real property located on Woodville Highway and Lewis Boulevard.

Report and Discussion

Background:

This item requests the Board conduct the first and only public hearing to consider adopting the proposed Resolution (Attachment #1) to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on two parcels located on Woodville Highway and Lewis Boulevard within the Belair/Annawood Wastewater Retrofit Project area.

On November 19, 2024, the Board approved the scheduling of the first and only public hearing to consider adopting a resolution of intent to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on two parcels within the Belair/Annawood Wastewater Retrofit Project area. A resolution of intent must be adopted at a public hearing prior to January 1 when a local government, authorized to impose a non-ad valorem assessment, elects to use this method of collection for the following year. The non-ad valorem assessment will be utilized for two parcels that do not currently have a metered City utility account. The assessment will collect a readiness-to-serve charge for the City, which 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.

This is consistent with the December 11, 2018, Board approved Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area ("Interlocal Agreement") (Attachment #2), and for which a Status Report update was presented at the September 17, 2024 Board meeting (Attachment #3). The Status Report outlined the County's decades-long commitment to improving and protecting area waterbody health through seven interlocal agreements with the City to support septic-to-sewer projects, as well as information on the applicable laws relating to utility service areas, and the City's rate-setting authority.

These two additional properties in Belair Phase II project area currently do not have a City metered utility account, and were inadvertently excluded from the Public Hearing on December 12, 2023, establishing the non-ad valorem assessment. As a result, these two parcels have not yet been assessed for sewer service. In order to recover the readiness-to-serve charges on these two properties, a flat amount will be assessed to each property owner on the annual tax bill.

The Belair/Annawood Wastewater Retrofit Project is one of the four complete or ongoing septic-to-sewer projects undertaken by the County in coordination with the Florida Department of Environmental Protection (FDEP) and the City of Tallahassee. This significant investment by the County and the funding support from FDEP provides not only a significant public benefit through protection of our waterbodies, but also minimizes costs to private property owners who wish to connect to sanitary sewer. Through the project, property owners were able to connect to sanitary

sewer at no cost, a savings of over $10,000 per property. Upon completion of the project and transfer of the system to the City of Tallahassee, any fees for the use and maintenance of sewer service become the responsibility of the property owner from that point forward.

On March 20, 2019, the County and City executed the above referenced Interlocal Agreement, whereby the County and City agreed to their respective roles and responsibilities to support the construction and transfer of the sewer system. The County committed to the design, engineering, permitting, property acquisition, and construction for the Project, which was funded in part through a Springs Restoration Grant from FDEP and American Rescue Plan Act (ARPA) funds. The City agreed to accept all property and easements for ownership, operation, maintenance, repair, and replacement of the sewer system.

Per Section 5 of the Interlocal Agreement, if a property has a City utility account for a metered service (e.g., water, gas, or electrical service), the City bills the recurring sewer service charges through the customer's City utility account. However, if a property does not have a City utility account for a metered service, the County collects and remits 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.

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. This assessment will collect the sanitary sewer service charges associated with the Belair/Annawood Wastewater Retrofit Project for the two properties which do not have an established City utility account for a metered service. The amount of the assessment imposed will be payable to the Tax Collector. After collection, the County will remit the full amount to the City as outlined in the Interlocal Agreement.

The two properties which are to be assessed are located within the Belair/Annawood project area, and neither properties were connected to the sewer system through the Project. One property, located at 4141 Woodville Highway (Parcel ID #311930 A0061), is used for open storage and supply/junkyards, while the other one, located at 710 Lewis Boulevard (Parcel ID #311930 A0060), is vacant commercial property.

The construction of the Belair/Annawood sanitary sewer system was completed in three phases, and as of 2023 the City of Tallahassee had accepted the system and taken over ownership, operation, and maintenance of all phases of the system. Upon acceptance of the sanitary sewer system by the City, the property owners became responsible for the sewer service charges associated with use and maintenance of the sewer system, which include sewer usage charges and readiness-to-serve charges. Most properties within Belair/Annawood project area have City metered utility accounts and the sewer service charges are included on the monthly utility bills

provided by the City. Since the completion of Annawood and Belair Phase I in 2021 and the completion of Belair Phase II in 2023, 10 properties without City metered utility accounts have been assessed the sewer service fees on their annual property tax bill. The two properties on Woodville Highway and Lewis Boulevard have not yet been assessed.

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. The City charges an additional surcharge for service outside of the City limits that will be included in the assessment amount.

The first assessment for the properties on Woodville Highway and Lewis Boulevard covers the period from City acceptance and the first two full years of service, which is calculated on a fiscal year basis, because the properties were inadvertently excluded from the previous assessment. The property owners will be assessed, for the first time, on their November 2025 tax bill. The annual assessment amounts are set by the City based on the current rate structure, and can increase each year based on the consumer price index. For reference, the FY 2024 annual readiness-to-serve fees for properties in Leon County was $444.12. A Resolution of Intent to Utilize the Uniform Method of Levy, Collection, and Enforcement of Non-Ad Valorem Assessments must be adopted at a public hearing prior to January 1 when a local government, authorized to impose a non-ad valorem assessment, elects to use this method for the following year.

This item requests the Board conduct the first and only public hearing for the adoption of the Resolution of Intent for the properties on Woodville Highway and Lewis Boulevard. The Notice of Public Hearing has been published in the local paper for four consecutive weeks, as required by Section 197.3632, Florida Statutes (Attachment #4).

Options:

1. Conduct the first and only public hearing and adopt the Resolution of 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 certain real property located on Woodville Highway and Lewis Boulevard.
2. Conduct the first and only public hearing and do not adopt the Resolution of 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 certain real property located on Woodville Highway and Lewis Boulevard.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution of 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 certain real property located on Woodville Highway and Lewis Boulevard
2. Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area
3. Status Report on the Interlocal Agreements with the City of Tallahassee for Central Sewer Utility Services
4. Notice of Public Hearing

LEON COUNTY RESOLUTION NO. 24-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, STATING THE INTENT TO UTILIZE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS FOR THE PURPOSE OF COLLECTING THE FULL AMOUNT OF ALL CHARGES RELATED TO SEWER SERVICE IMPOSED ON CERTAIN REAL PROPERTY LOCATED IN BELAIR/ANNAWOOD AREA; AND PROVIDING 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 depicted in the Interlocal Agreement as "Belair/Annawood Area ," which includes the following parcels of real property:

LOTS 3, 4, AND 5, BLOCK "A", BELAIR SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. ALSO A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "A", BELAIR SUBDIVISION, AS ABOVE DESCRIBED, AND RUN THENCE WEST 100.2 FEET TO THE EAST RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 10 (ST.MARKS HIGHWAY), THENCE RUN NORTH 21 DEGREES 07 MINUTES WEST ALONG THE SAID BOUNDARY OF SAID HIGHWAY A DISTANCE OF 387.03 FEET, THENCE RUN EAST 249.56 FEET, THENCE SOUTH 360.33 FEET TO THE POINT OF BEGINNING. ALSO BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "A", BELAIR SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE WEST 110.2 FEET TO THE EAST BOUNDARY LINE OF STATE ROAD NO. 363 (FORMERLY STATE ROAD N0.10), THENCE RUN SOUTH 21 DEGREES 07 MINUTES EAST 21.34 FEET ALONG SAID EAST BOUNDARY OF STATE ROAD NO. 363, THENCE RUN EAST TO A POINT 20 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 5, THENCE RUN NORTH 20 FEET TO THE POINT OF BEGINNING. ALSO BEGINNING AT A MONUMENT AT THE INTERSECTION OFTHE EAST BOUNDARY LINE OF STATE ROAD NO. 10 AND THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, AND EXTENDING NORTH TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, THENCE RUNNING WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19

TO THE EAST BOUNDARY OF STATE ROAD NO. 10, THENCE RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE EAST BOUNDARY OF STATE ROAD N0. 10 TO THE POINT OF BEGINNING. BEING IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST. SUBJECT TO THE FOLLOWING EASEMENT FOR INGRESS AND EGRESS: BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "A", BELAIR SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA RUN THENCE WEST 110.2 FEET TO THE EAST BOUNDARY LINE OF STATE ROAD NO. 363, ALSO KNOWN AS THE WOODVILLE HIGHWAY (FORMERLY STATE ROAD NO. 10), THENCE RUN NORTH 21 DEGREES 07 MINUTES WEST ALONG THE SAID BOUNDARY OF SAID HIGHWAY A DISTANCE OF 280.03 FEET TO THE CENTER OF A DIRT ROAD, THENCE FOLLOWING THE CENTERLINE OF THE AFORESAID DIRT ROAD AND FOR A WIDTH OF 7.5 FEET ON EITHER SIDE OF THE SAID CENTER LINE, RUN GENERALLY EAST AND NORTHEAST FOR A DISTANCE OF 184 FEET, MORE OR LESS , TO A POINT 21.S FEE! EAST OF THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF REAL PROPERTY DESCRIBED IN DEED BOOK 74, PAGE 303, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. ALSO LOTS 6 AND 7, BLOCK "A", BELAIR, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87 PUBLIC RECORDS OF LEON COUNTY, FLORIDA. LESS AND EXCEPT: A PART OF LOT 6, BLOCK "A", BELAIR, AS PER MAP OR PLATTHEREOFRECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 6, BLOCK "A", BELAIR, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND THENCE RUN EAST ALONG THE NORTH BOUNDARY OF LOT 6, A DISTANCE OF 140.07 FEET, THENCE RUN SOUTH 188.70 FEET, THENCE RUN WEST 140.07 FEET TO THE WEST BOUNDARY OF LOT 6, THENCE RUN NORTH ALONG THE WEST BOUNDARY OF LOT 6, A DISTANCE OF 188.70 FEET TO THE POINT OF BEGINNING.

A PART OF LOT 6 OF “BELAIR,” A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA MORE PARTICULARY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 6 AT “BELAIR,” AS A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; AND THEN RUN EAST ALONG THE NORTH BOUNDARY OF LOT 6 A DISTANCE OF 140.07 FEET, THEN RUN SOUTH (88.70 FEET, THENCE RUN WEST 140.07 FEET TO THE WEST BOUNDARY OF LOT 6; THEN RUN NORTH ALONG THE WEST BOUNDARY OF LOT 6 A DISTANCE OF 188.70 FEET TO THE POINT OF BEGINNING.

as per deeds recorded in Official Records Book 5769, Page 808 and Book 5381, Page 29, respectively, of the public records of Leon County, Florida ("Parcels"); and

WHEREAS, in the Interlocal Agreement the County agreed to design, permit, and construct the Sewer System to serve Belair/Annawood Area, including the Parcels, 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, in the Interlocal Agreement the County agreed to use its best efforts to have property owners 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 through a non-ad valorem assessment on the property owner's annual property tax bill; and

WHEREAS, Section 197.3632, Florida Statutes, establishes the uniform method for the levy, collection and enforcement of non-ad valorem assessments (the "Uniform Method") and authorizes the County to elect to utilize the Uniform Method; and

WHEREAS, the County desires to utilize the Uniform Method for the purpose of collecting the full amount of all applicable charges related to sewer services provided to the Parcel, which does not have a City utility account for metered service; and

WHEREAS, in accordance with section 197.3632(3)(a), Florida Statutes, the County has published notice of its intent to use the Uniform Method for levying, collecting, and enforcing such non-ad valorem assessments on the Parcel.

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

Section 1. Intent to Utilize the Uniform Method.

(a) Pursuant to section 197.3632(3)(a), Florida Statutes, the Board hereby states its intent to utilize the Uniform Method of levying, collecting, and enforcing any and all non-ad valorem assessments for the provision of sewer services to the Parcel.

(b) The non-ad valorem assessment will be imposed only on the Parcel as follows: (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 in accordance with Section 21-324, City of Tallahassee Code.

(c) The Board hereby determines that the levy, collection, and enforcement of all such non-ad valorem assessments is needed to pay or fund the cost of providing sewer services to the Parcel and is in the best interest of the County.

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 10th day of December, 2024.

LEON COUNTY, FLORIDA

By: _____
Brian Welch, Chairman
Board of County Commissioners

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

By: _____

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

By: _____

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

By: _____
Vincent S. Long
County Administrator

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE,
FLORIDA

By: _____
Reese Goad
City Manager

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer - Clerk

APPROVED AS TO FORM:
City Attorney's Office

By: _____
City Attorney

Leon County Board of County Commissioners

Agenda Item #21

September 17, 2024

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Interlocal Agreements with the City of Tallahassee for Central Sewer Utility Services

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Public Works Director Charles Wu, Engineering Services Director, Public Works
Lead Staff / Project Team:	Kyle L. Kemper, Senior Assistant County Attorney Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

As requested at the July 9, 2024 meeting, this item seeks Board acceptance of a status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.

Report and Discussion

Background:

This item seeks Board acceptance of a status report on the various interlocal agreements with the City of Tallahassee (City) and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area. On July 9, 2024, pursuant to an interlocal agreement with the City of Tallahassee, the Board conducted a Public Hearing to establish the FY 2025 Non-Ad Valorem Assessments for Sewer Service in the Killearn Lakes Plantation Subdivision Units 1 and 2. The Board requested additional information on the County's interlocal agreements with the City for sewer services, the non-ad valorem assessment rates established by the City, and the assessment collection methods to support sewer services. This item provides the requested information including summaries on the seven existing interlocal agreements and an overview of applicable laws relating to utility service areas and the City's rate-setting authority.

This report advances the following FY2022 – FY2026 Strategic Initiatives and Bold Goal:

- *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 the 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 and Bold Goal align with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

The Board's commitment to enhancing water quality in the County and the region has spanned several decades with substantial investment. After long-standing difficulties with failing septic systems and poor water quality in Killearn Lakes Plantation, the Board recognized the water quality benefit of converting failing septic systems to central sewer. This led to a long-term partnership with the City, including a water and sewer franchise agreement and the County's first septic-to-sewer project in Killearn Lakes Plantation.

In more recent years, the County has prioritized septic-to-sewer projects for properties situated within the Primary Springs Protection Zone in southern Leon County. These projects are critical to the restoration and long-term preservation of the Lower St. Marks-Wakulla Rivers Watershed, and in particular Wakulla Springs, by reducing nitrogen levels entering groundwater, which has caused the decline of water quality in the Wakulla River. Through adoption of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (Springs Improvement Plan), the County and the Florida Department of Environmental Protection (FDEP) have allocated

over $63 million to ultimately provide sewer service to over 1,500 properties on septic tanks, all within the Wakulla Springs Priority Focus Area (PFA).

Over the years, the County and the City have entered into seven interlocal agreements regarding the provision of central sewer, and through these agreements, the County has undertaken several septic-to-sewer projects including Killearn Lakes Plantation Units 1 and 2, Woodside Heights Subdivision, Belair/Annawood, Woodville, and Northeast Lake Munson. While the design and construction of these projects was funded by Leon County and FDEP Springs Improvement Grants, property owners within the service areas are responsible for sewer charges for their individual properties after central sewer utility service becomes available. Further details on the interlocal agreements and the fees, rates, and collection methods associated with the provision of central sewer utility services are included in the Analysis section below.

Analysis:

This item outlines the County's decades-long commitment to improving and protecting area waterbody health through interlocal agreements with the City to support septic-to-sewer projects in the most vulnerable areas of unincorporated Leon County. The current interlocal agreements between the City and County relating to the provision of sewer utility services are listed below and began with Killearn Lakes Plantation Units 1 and 2 (Killearn Lakes), and expanded to areas in southern Leon County as the focus shifted to the Wakulla Springs PFA:

- Water and Sewer Agreement, dated May 10, 2005 (Attachment #2)
- Parks and Recreation Agreement, dated May 10, 2005 (Attachment #3)
- Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (Attachment #4)
- Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision, dated March 14, 2016 (Attachment #5)
- Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, dated March 20, 2019 (Attachment #6)
- Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020 (Attachment #7)
- Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community, March 11, 2022 (Attachment #8)

By the beginning of this century, septic tank failures were common in Killearn Lakes due to unsuitable soil and topographic conditions, small lot sizes, inadequate stormwater drainage, and inaccurate water table indicators. Individual property owners incurred the costs of frequent septic tank pumping, and the septic tank failures impacted the larger community as evidenced by unsafe levels of fecal coliform and other bacteria found at several sampling stations throughout Killearn Lakes.

In response to public concern over these septic tank failures, the Board adopted Ordinance 03-33, which established a special development zone and created additional regulations for new septic tanks within Killearn Lakes. When those regulations did not resolve the matter and led to legal challenges, the Board took additional action and in 2004 imposed a moratorium on all development orders for vacant lots in Killearn Lakes not served by sanitary sewer until a central sanitary sewer system could be constructed to serve those properties.

Recognizing that sewer service not only provides a special benefit to individual property owners but also benefits the community as a whole, the Board provided direction to enter into negotiations with the City on several topics, including the provision of central sewer utility services to Killearn Lakes. At its April 12, 2005 meeting, the Board approved a Memorandum of Agreement (MOA) (Attachment #1). Among other things, the MOA stated that the County and City would pursue the implementation of the following:

(i) extension of the Parks and Recreation Agreement to include authorization for the City to impose a 50% surcharge for water and wastewater utility services in the unincorporated areas;

(ii) the County's grant of an exclusive water and/or sewer franchise to the City covering all unserved or non-franchised areas in the unincorporated areas;

(iii) the County's grant of a sewer franchise to the City for all portions of Killearn Lakes Plantation Units 1 and 2 not franchised or served by existing central sewer utility service;

(iv) the City's agreement to provide sewer utility service to Killearn Lakes once the County constructs a sewer system for that area; and

(v) the County's agreement to impose special assessments to collect sewer charges in Killearn Lakes.

At its May 10, 2005 meeting, the Board acted on the initiatives in the MOA and approved the Water and Sewer Agreement, (Attachment #2), a new Parks and Recreation Agreement (Attachment #3), and the Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2 (Attachment #4).

Since then, the City and County have entered into four additional interlocal agreements related to the Board's goal to upgrade or eliminate septic tanks in the Primary Springs Protection Zone in southern Leon County, and the State requirement to improve groundwater quality through nutrient reduction projects in the Wakulla Springs PFA, as identified in the Upper Wakulla River and Wakulla Springs Basin Management Action Plan (Wakulla Springs BMAP), adopted in 2018. The four additional agreements are; the Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision (Attachment #5), the Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (Attachment #6), the Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020 (Attachment #7), and the Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community (Attachment #8). All seven interlocal agreements are

summarized in more detail herein as they relate to the provision of central sewer utility service to the unincorporated areas.

Water and Sewer Agreement, dated May 10, 2005

The County and City entered into the Water and Sewer Agreement, effective May 10, 2005. Among other things, this agreement identifies the roles and responsibilities of the County and City, and:

- grants the City exclusive water and sewer franchises;
- establishes and prioritizes target water and sewer areas particularly in need of water/sewer service;
- authorizes the City to assess a 50% surcharge on water and sewer customers located in the unincorporated areas;
- requires the City to develop and maintain a long range master plan for water and sewer service within the franchised areas;
- sets forth criteria for the availability of water and sewer service to new development;
- establishes utility construction standards;
- contains indemnification requirements;
- addresses dispute resolution, with a prevailing party attorney fees provision in the event of litigation.

As noted above, the Water and Sewer Agreement granted the City exclusive franchises to provide water and sewer services to all properties located in the County not within an existing or applied-for franchise. The County has the power to grant exclusive franchises to provide central sewer utility services within the unincorporated areas and, by accepting the franchise, the City is the sole provider of water/sewer utilities in these areas. The agreement identified initial Target Water and Sewer Service Areas (the Target Areas), and the parties agreed to prioritize utility service to those areas, which included the Woodville Community, the Centerville Trace Subdivision and the Harbinwood Subdivision. These Target Areas are updated periodically. The City and County also agreed to enter into an implementation agreement addressing the rights and responsibilities of the City and County in the provision of utility services at the time water and/or sewer service is to be provided in a Target Area. In accordance with the Water and Sewer Agreement, the City is not obligated to participate in funding the design or construction of new sewer systems within unincorporated Leon County, but the City agrees that it will maintain or plan for sewer capacity to serve the identified Target Areas.

Over the years, additional Target Areas have been identified by the County and are included in the City's Master Water Sewer Plan. Consistent with the Water and Sewer Agreement, the City developed and maintains a long-range Master Plan for sewer projects within the franchise area. The City's Sewer Master Plan is a planning tool used to identify current and future infrastructure deficiencies, direct project prioritization through the City's Capital Improvement Program (CIP),

and is updated every five years and submitted to the County for approval. The additional Target Areas identified by the County and City are included in the Sewer Master Plan.

The Water and Sewer Agreement states that all City policies, standards, procedures, regulations, rates, fees, and charges for water and sewer utility services shall be the same for customers inside and outside the City's corporate limits except for surcharge assessments levied for services outside the incorporated areas as provided in the agreement. The City agreed to charge uniform rates to its customers regardless of where they are located but the Water and Sewer Agreement further provides that on top of those rates and charges, the City may also assess a surcharge of up to 50% on water and/or sewer utility services in the unincorporated areas in accordance with Florida Statutes. Pursuant to Section 180.191, Florida Statutes, the City has discretion to assess an additional surcharge for those customers located outside the City limits to the extent allowed by law. The City has consistently elected to impose a surcharge on those customers located in the unincorporated area, and the City has determined that its rates are just and equitable and authorized under Florida law. The County does not have a role in the City's determination of its utility rate structure. The rates and charges are set according to Section 21-402 of the City Code (https://library.municode.com/fl/tallahassee/codes/code_of_ordinances?nodeId=PTIICOGEOR_CH21UT_ARTIXSESEDI_DIV4RACH_S21-402RASC).

The initial term of the Water and Sewer Agreement commenced when the agreement was fully executed, and continues to September 30, 2030. The agreement will extend automatically for unlimited additional five-year periods unless terminated at least twenty-four months prior to the original or extended period. The next opportunity to terminate the agreement is September 30, 2030, which would require written notice of termination prior to September 30, 2028.

Parks and Recreation Agreement, dated May 10, 2005

The Parks and Recreation Agreement was negotiated in conjunction with the Water and Sewer Agreement and is relevant to the provision of the utility services in the unincorporated areas with a financial link between the agreements. The Parks and Recreation Agreement allows residents of the unincorporated areas of the County full and complete access to current and future City parks and recreational facilities and programs, in exchange for quarterly payments by the County to the City, subject to an annual adjustment of 4.25%. The County currently pays the City $1,704,403 annually. This amount is linked to the Water and Sewer Agreement and is subject to renegotiation at the City's option if the City's surcharge on water and sewer utility services outside its corporate limits is reduced below 50% for any reason other than voluntary action by the City, including but not limited to legislation or litigation.

The County and City entered into the Parks and Recreation Agreement, effective May 10, 2005. The initial term of the agreement commenced on October 1, 2005, and continued to September 30, 2020. The agreement extends automatically for unlimited additional five-year periods unless terminated at least twenty-four months prior to the extended period, and the current term expires September 30, 2025. The next opportunity to terminate the agreement is September 30, 2030, which would require written notice of termination prior to September 30, 2028.

Sewer Service Fees, Rate Calculation, and Collection Methods

With respect to its rates and charges, the City has governmental, corporate, and proprietary powers enabling it to operate a utility system. Municipalities are generally exempt from Public Service Commission authority and regulation, and the City has exclusive power and authority to determine its rates and charges, although such rates must be reasonable. Courts will presume that rates established by a municipality through adoption of an ordinance after public hearing are reasonable and typically will not interfere with that process. If a challenge to the rates is brought, the customer bears the burden of proof and the standard of reasonableness is quite difficult to overcome. Additional information on the sewer utility service rates and how they are collected is provided later in this agenda item.

Sewer service rates are set by the City and are assessed for all areas where central sewer utility service is provided, including within City limits and in the unincorporated County. The five septic-to-sewer projects in unincorporated Leon County, as described later in this item, provided incentives to property owners for connection to the sewer system during project construction at no cost to the property owners, a savings of $10,000; however, upon completion of the sewer system and transfer to the City, all applicable sewer service charges are the responsibility of the property owner going forward except the system charge. Under the County's Septic to Sewer projects, a sewer cleanout is installed at each property whether it is signed up for the connection or not. As a result, there will be no system charge to the property owner if the sewer connection is made after the County project is completed. The current system charge is approximately $3,500 for each property and will be adjusted by the City based on the Consumer Price Index.

The sewer service charges include readiness-to-serve charges and usage charges, all of which cover the costs incurred for operating, maintaining, repairing, replacing, and upgrading the sewer system now and in the future. A summary explanation of the rates is provided below.

Readiness-to-Serve Charge

The readiness-to-serve charge is a fixed charge imposed on all properties in a service area to allow the City to cover a portion of the fixed costs of operating and maintaining the sewer system, and other costs incurred to ensure the sewer system has available capacity and is ready to serve when customers choose to connect.

Usage Charges

The sewer usage charges are only assessed on properties that have connected to the sewer system. Because the amount of wastewater generated by a property can vary, usage charges vary and are generally based on the amount of potable water received by a particular property.

Sewer is not a metered utility, meaning the amount of wastewater leaving a property and entering the sewer system is not measured, so standard practice for properties that receive potable water is to calculate sewer usage charges based on the amount of potable water consumption at the property. Since some of the properties in the County's septic-to-sewer project areas do not receive City potable water, a flat sewer service usage charge is imposed, consistent with the City's rate

structure. The City calculates the usage charge by multiplying the annual average household City-billed sewer usage throughout its service area by the usage charge billing rate.

City Surcharge

The City also charges an additional surcharge of 50% of the readiness-to-serve and usage charges for service outside the City limits, and this amount is collected by the City on a utility bill or is an assessment imposed and collected by the County and remitted to the City.

Rate Calculation

The County does not have a role in the rate calculation, but it is obligated to impose and collect the special assessments for all properties not otherwise receiving City metered utility service. All sewer service and utility rates are set by the City in accordance with Section 21-402, Tallahassee Code of Ordinances, and City policy. The City posts its rates annually on its webpage.

Periodically the City conducts a utility rate study which reviews the utility operating and capital costs, as well as the number of accounts and wastewater volume, to determine the rates. The last City rate study was completed in 2021 and is the basis for the current City rates. In addition, the City typically adjusts its utility rates on an annual basis, based on the rate study and annual increases are typically correlated to the consumer price index.

Consistent with the Water and Sewer Agreement and the interlocal agreements, the City provides updated rates to the County. For the Belair/Annawood areas this has occurred on an annual basis, and the County has updated its special assessments each year. For the Killearn Lakes Plantation project area, the City did not provide updated rates until this year; however, it is anticipated that updated rates will be received annually going forward and the adjustments will be reflected on the non-ad valorem assessment each year.

The new 2024 rates for all project areas levied a non-ad valorem assessment by the County were presented at the Board's July meeting and will be reflected on the 2024 tax bills. The City's rates are set in accordance with Ordinance 21-402, with the last rate study completed in 2021.

Sewer Service Fee Assessment and Collection

For property owners in the unincorporated County, the method of collecting the sewer service fees varies based on the septic-to-sewer project area. In addition, the collection method varies dependent on if a property has a metered City utility service (i.e., water, gas, or electric).

Sewer service fees are either collected by the County through a non-ad valorem assessment or by a direct bill from the City. All fees collected by the County are conveyed to the City. The following table outlines how the sewer services fees are collected for each project area.

Table #1: Properties Served by Central Sewer

County Project Area	With City Metered Utility Account		Without City Metered Utility Account	
	Readiness-to-Serve	Sewer Usage Fee	Readiness-to-Serve	Sewer Usage Fee*
Killearn Lakes Units 1 & 2	Non-Ad Valorem Assessment	Billed by City	Non-Ad Valorem Assessment	Billed by City
Woodside Heights	Billed by City	Billed by City	N/A	N/A
Belair / Annawood	Billed by City	Billed by City	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment
NE Lake Munson	Billed by City	Billed by City	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment
Woodville	Billed by City	Billed by City	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment

*For properties not receiving City potable water, a flat sewer service usage charge is imposed, consistent with the City's rate structure. The City calculates the flat sewer usage charge by multiplying the annual average household City-billed sewer usage throughout its service area by the usage charge billing rate.

Table #2: Properties Electing Not to Connect to Available Central Sewer

County Project Area	With City Metered Utility Account	Without City Metered Utility Account
	Readiness-to-Serve	Readiness-to-Serve
Killearn Lakes Units 1 & 2	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment
Woodside Heights	Billed by City	N/A
Belair / Annawood	Billed by City	Non-Ad Valorem Assessment
NE Lake Munson	Billed by City	Non-Ad Valorem Assessment
Woodville	Billed by City	Non-Ad Valorem Assessment

Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005

The Killearn Lakes Plantation Sewer System Project provides sewer service to approximately 1,300 properties in Killearn Lakes Units 1 and Unit 2 area. Concurrent with the execution of the Water and Sewer Agreement and Parks and Recreation Agreement, the City and County entered into the Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (Killearn Lakes Interlocal Agreement). The Killearn Lakes Interlocal Agreement again grants an exclusive franchise to the City to provide sewer utility services to all properties within Killearn Lakes not served by an existing sanitary sewer provider. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Pursuant to the Killearn Lakes Interlocal Agreement, the County constructed a low-pressure sewage collection system and, upon completion in 2006, conveyed ownership of the system to the City for perpetual operation and maintenance. The County also agreed to impose special assessments on properties located within Killearn Lakes for the purpose of collecting annual fees for sewer service. The non-ad valorem assessments were limited to the City's Customer Charge or a Readiness-to-Serve Charge, which is a fixed charge imposed on all utility customers to allow

the City to cover a portion of the fixed costs of operating a utility. The agreement also states the City may assess a surcharge up to 50% on sewer services in accordance with Florida Statutes, also to be collected by the County.

The Killearn Lakes Interlocal Agreement sets forth general indemnity requirements for both parties, but specifically provides that the City will indemnify, defend, and hold harmless the County from all suits, liabilities, damages, costs and expenses resulting from or arising out of any challenge to the special assessments.

The utility construction project was completed in 2006, thereby alleviating the Killearn Lakes neighborhood from the frequent septic system failures with direct impacts onto the health and welfare of that community. Commencing in 2007, the property owners were assessed for readiness-to-serve charges by the County through a non-ad valorem assessment, which appeared on their November 2007 tax bill. Property owners who have connected to the sewer system continue to be assessed readiness-to-serve charges by the County, and are billed for sewer usage charges directly by the City. The County has annually imposed and collected the readiness-to-serve charges since 2007, and has transferred all collected funds to the City. The special assessments were increased this year to bring Killearn Lakes on par with the City's current rate structure. It is anticipated that the City will update its rates annually going forward and the adjustments will be reflected on the non-ad valorem assessments for Killearn Lakes each year.

Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision, dated March 14, 2016

The Woodside Heights Wastewater Retrofit Project provides sewer services to nearly 200 properties in the Woodside Heights Subdivision, a compact neighborhood within the Primary Springs Protection Zone, where septic tanks do not function properly due to poor soil conditions and highly vulnerable groundwater, making it a key area for septic tank phaseout in the Wakulla Springs PFA.

The County and City entered into the Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision, dated March 14, 2016 (Woodside Heights Interlocal Agreement), outlining the roles and responsibilities of each party. Similar to the Killearn Lakes Interlocal Agreement, the County agreed to design, acquire properties, permit, and construct a new central sewer system to serve the Woodside Heights subdivision. The project was funded through an FDEP Springs Improvement Grant with matching funds from the County's share of sales tax water quality funding. Upon completion in 2019, the County conveyed the system to the City for perpetual ownership, operation, maintenance, repair, and replacement. Through this project, property owners were able to connect to the sanitary sewer system during construction at no cost to the owners, a savings of over $10,000 per property.

Pursuant to the Woodside Heights Interlocal Agreement, all properties in the project area are connected to City water, have an established electric utility account with the City, and therefore, are billed sewer service fees by the City directly. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, dated March 20, 2019

The Belair/Annawood Sewer System Project provides sewer service to approximately 121 properties in the Belair/Annawood area, which is adjacent to the Woodside Heights Subdivision within the Primary Springs Protection Zone and also has poor soil conditions and high groundwater vulnerability making the area key for septic tank phaseout in the Wakulla Springs PFA.

The Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, dated March 20, 2019 (Belair/Annawood Interlocal Agreement), required the County to design, acquire property, permit, and construct the sewer collection system in accordance with City standards. The Belair/Annawood Project was funded through an FDEP Springs Improvement Grant with matching funds from the County's share of sales tax water quality funding. The project was split into two phases to reduce construction delays due to property acquisition, with Phase 1 completed in 2021 and Phase 2 completed in 2023. Upon completion of each phase, the system was conveyed to the City for perpetual ownership, operation, maintenance, repair, and replacement. Connection to the central sewer system is generally voluntary until a septic tank fails, but to incentivize connections, the County paid the sewer system connection charges for those owners deciding to connect during project construction, a savings of over $10,000 per property.

The agreement provides that the City shall bill recurring sewer service charges in the Belair/Annawood area through a City customer utility account if an account exists for metered City utility service (i.e., water, gas, or electric). Most of the properties in the area receive a direct bill from the City; however, if a property owner does not have a City metered utility account, the County imposes non-ad valorem assessments to recover all charges related to sewer service, including both a readiness-to-serve charge and a usage charge. All amounts collected through the non-ad valorem assessment are transferred to the City.

Special assessments were first imposed for the properties in Phase 1 of project area on the 2022 tax bills. Properties in Phase 2 of the project will be first assessed on the 2024 tax bill as the non-ad valorem assessments were approved by the Board on July 9, 2024. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

The Northeast Lake Munson Sewer Service Project will provide sanitary sewer service to approximately 220 properties immediately adjacent to Lake Munson and within the Primary Springs PFA. The proximity of the project to Lake Munson, as well as the groundwater vulnerability in the area, make the project not only important for the restoration and protection of Lake Munson, but also the protection of Wakulla Springs.

The Interlocal Agreement for the Provision of Water and Sewer Service to the Northeast Lake Munson Community (Northeast Lake Munson Interlocal Agreement) is very similar to the Belair/Annawood Interlocal Agreement, although this project also includes an option for the City

to install water utilities at its expense, which the City exercised. As with other County septic-to-sewer projects, the County has been awarded an FDEP Springs Restoration Grant with matching funds from the County's share of sales tax water quality funding. Connection to the sewer system is voluntary, but as an incentive to property owners to connect during construction, the County will pay the sewer system connection charges, a savings of over $10,000 per property. Owners may still connect to the system after the project is complete, but at their own expense. Construction is ongoing with expected completion by the end of this year. Upon completion, the City will accept ownership of the system for perpetual operation, maintenance, repair, and replacement.

The Northeast Lake Munson Interlocal Agreement provides that upon completion of the system, the City shall bill recurring sewer utility service charges in the Northeast Lake Munson area through a City customer utility account if an account exists for metered City utility service (i.e., water, gas, or electric). If a property owner does not have a City metered utility account, the County will impose a non-ad valorem assessment to recover all charges related to sewer service, including both a readiness-to-serve charge and a usage charge. All amounts collected by the County through the non-ad valorem assessment will be transferred to the City. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

For those properties that will be subject to a special assessment, staff intends to bring an item to the Board in December to consider adopting a resolution of intent to use the uniform method of levy, collection, and enforcement of non-ad valorem assessments. If adopted, staff will bring another item to the Board next summer to impose the special assessments, which would appear on the 2025 tax bill.

Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020

The Woodville Sewer System Project will ultimately provide sewer service to an estimated 1,000 properties in the more densely developed areas of the Woodville Rural Community, most suitable for central sewer connections. The Woodville Community was an original Target Area identified in the Water and Sewer Agreement and is now a critical project in the Wakulla Springs PFA. The project has been split into four phases due to extensive right-of-way acquisition needs, which allows construction to proceed in areas as right-of-way is acquired.

All four phases of the Woodville Sewer System Project are addressed in the Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020 (Woodville Interlocal Agreement). The County is responsible for design, property acquisitions, permitting, and construction of the central sewer system, consistent with City standards. If a property owner opts to connect to central sewer utility service, the property owner must also opt to connect to central water utility service if available. The County will also install water taps for those properties located adjacent to the City's central water utility system serving the project area to allow the owners to connect to the water system. If an owner elects to connect to the central water utility system, the County further agrees to extend the water service line as necessary from the property line to the residence or other structure. The first two phases of the

project are funded through an FDEP Springs Improvement Grant and funds from the County's share of sales tax water quality funding.

Upon completion of an approved phase, the City will accept the sewer system and will be responsible for the ongoing ownership, operation, maintenance, repair, and replacement of the system. Similarly, the City will accept all completed water connections, including any easements.

The Woodville Interlocal Agreement provides that the City shall bill recurring sewer service charges through a City customer utility account if an account exists for metered City utility service (i.e., water, gas, or electric). If a property owner does not have a City metered utility account, the County will impose a non-ad valorem assessment to recover all charges related to sewer service, including both a readiness-to-serve charge and a usage charge. All amounts collected through the non-ad valorem assessment will be transferred to the City. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Conclusion:

The Board's commitment to enhancing water quality in Leon County and the region has spanned several decades with substantial investment. What initially began with failing septic systems and poor water quality in Killearn Lakes has shifted focus to southern Leon County and the protection of Lake Munson and Wakulla Springs. To address these challenges and to implement the Board's goal to upgrade or eliminate septic tanks in the Primary Springs Protection Zone in southern Leon County, the City and County have entered into several interlocal agreements relating to the provision of central sewer services in the unincorporated areas. Historically, the County has incurred the costs of design, property acquisition, permitting, and construction of the various sewage collection facilities, and has sought grants to offset these capital costs. The County seeks to incentivize property owners to connect to the applicable sewer system by paying connection charges and coordinating grant funds to disconnect their septic tanks. Upon completion, the City is responsible for the perpetual ownership, operation, maintenance, repair, and replacement of the sewer systems.

The County does not have a role in the rate calculation, and all sewer service charges are determined by the City through rate studies and consistent with Section 21-402, Tallahassee Code of Ordinances, and City policy. In accordance with the interlocal agreements, the County is obligated to impose and collect the special assessments for all properties not otherwise receiving City metered utility service (i.e., water, gas, or electric). The method of collection of the sewer service utility charges varies by County septic-to-sewer project area. If a property owner receives City metered service, the City bills the owner directly. However, for Killearn Lakes and those instances where there is no metered service, the County is responsible for imposing special assessments to collect the utility rates and charges as set by the City.

Options:

1. Accept the status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.
2. Do not accept the status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Memorandum of Agreement
2. Water and Sewer Agreement
3. Parks and Recreation Agreement
4. Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2
5. Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision
6. Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area
7. Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community
8. Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

Memorandum of Agreement – March 23, 2005

In order to continue to provide the highest level of service to all residents of the City of Tallahassee and Leon County, and to ensure the continuation of these services without interruption, the undersigned to this document have agreed to work cooperatively to avoid disputes and to the extent that disputes arise in relation to these contracts the parties agree to binding arbitration thereto and to pursue the implementation of the following:

A. Parks and Recreation:

1. The City and County agree to a fifteen year extension to the existing Parks and Recreation Agreement, including the authorization for the City to increase the water and sewer surcharge to fifty percent (the surcharge in total will generate approximately $1.5 million annually).

2. For fiscal years beginning October 1, 2005 and October 1, 2006, the County agrees to pay an additional $200,000, over their current $640,000 annual payment, for a total annual payment of $840,000. For the balance of the term, the County agrees to increase the payment by 4.25% annually.

B. Fire Services:

1. The County agrees effective October 1, 2005 to provide $1.0 million annually for the balance of the term of the existing Fire Services Agreement. For any partial year of this agreement, the $1.0 million will be pro-rated accordingly.

2. The City and County agree to extend the existing termination date for a period of six months.

C. EMS/ALS Agreement:

The City and County agree to extend the existing termination date for a period of six months.

D. Water and Sewer Agreement:

The County agrees to grant the City an exclusive water and/or sewer franchise, where ever possible, to all currently unserved or nonfranchised areas in the unincorporated area. The County shall determine to the extent possible where a franchise can be offered to the City where an existing exclusive franchise already exists, and in such case the County will award the City the franchise.

E. Killearn Lakes Units I & II:

1. The County agrees to grant the City the sewer franchise to the City for all portions of Killearn Lakes Units I & II currently not franchised or served by existing sewer.

2. The City agrees that once the County completes a sewer system in KL I & II, the City will be available to provide sewer service to all residents desiring to connect to the system.

3. Any resident with a failed septic system will be required to connect to the sewer system.

4. The County shall not issue any permits for new construction unless the structure is connected to the sewer system.

5. 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.

6. The County agrees to establish a special assessment district for KL I & II for the purpose of providing a mechanism for collection of all annual fees.

7. The County agrees that the City can levy a customer charge ("the readiness to serve charge") for all residents in KL I & II.

8. The City agrees to waive the tap-fee for all residents that connect to the sewer system for the first two years.

9. All residents that connect to the system will be required to pay the systems charge.

10. The City agrees to provide financing for any equipment, systems charges, etc. the homeowner is required to pay for their individual lot under terms and condition consistent with City policy at a rate no higher than being charged any other City customer.

F. Transfer Station:
All rate caps associated with the Operating Fee and the Household Hazardous Waste Program (HHWP Fee) shall be eliminated. The County will not charge the City a rate any higher than the lowest rate charged to any other customer.

G. Completion of Process:
It is the intention of both parties to pursue the creation of specific agreements implementing the above points within 30 days of signing. If the final agreements are not approved by the respective governments by May 16, 2005, then this memorandum of understanding has no standing.

3.23.05
Cliff Thaell/Dated
Chairman, Leon County
Board of County Commissioners

3/23/05
Allan Katz/Dated
Commissioner, City of Tallahassee

WATER AND SEWER AGREEMENT

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 specifically determined that it is in the best interest of the citizens of the County if the City is granted an exclusive water and sewer franchise to serve all of that part of the County that is not currently served by other water and sewer providers, with conditions thereon; and

WHEREAS, the City, by accepting an exclusive water and sewer franchise pursuant to this Agreement, does not waive or relinquish any rights to which it is entitled under Florida Statutes, Chapter 180; and

WHEREAS, the County recognizes that, until such time as the City has its countywide system in place, there are areas of the County that cannot reasonably, efficiently and economically be served by the City and that other water and sewer providers may be able to provide the necessary service and, accordingly, upon notice from the City that the City cannot serve the area, the County will revoke the City's exclusive franchise for any specific geographic area and grant a franchise to another water and/or sewer provider so that the needs of the citizens of the County will be met.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Term. The Term of this Agreement shall commence upon full execution hereof and shall continue until September 30, 2030, unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period.

Section 2. Franchise.

a. The County does hereby grant unto the City, and the City hereby accepts, an exclusive franchise to provide water service to all properties located within the County that are not located within an existing or applied for water franchise area at the time this Agreement becomes effective. Exhibit A identifies all existing water and sewer utility franchise areas at the

time of execution of this Agreement and is attached hereto and incorporated as if fully set forth herein. Further, the County does hereby grant unto the City, and the City does hereby accept, an exclusive franchise to provide sewer service to all properties located within the County that are not located within an existing or applied for sewer franchise at the time this Agreement becomes effective. Both the sewer and water service franchises granted herein shall be subject to and contingent upon the terms and conditions contained in this Agreement.

b. Portions of the sewer franchise granted herein are subject to the Tallahassee-Leon County Comprehensive Plan restrictions prohibiting the installation of municipal sewers. The City shall not be obligated to provide service in these areas until such time as amendments are made to the Tallahassee-Leon County Comprehensive Plan, which shall have the effect of partially or completely removing those restrictions.

Section 3. Target Water and Sewer Service Areas.

a. The City and County agree that, within the franchise area granted herein there are specific geographic areas, the Woodville Community, Centerville Trace Subdivision and Harbinwood Subdivisions, hereinafter referred to as Target Areas. It is agreed that these Target Areas are in need of water and/or sewer service due to the lack of proper utilities or the failure of utilities on which they were developed and that these Target Areas will be prioritized for the provision of water and/or sewer services.

b. Target Areas have been identified by the City and County and are attached hereto and incorporated as if fully set forth herein as Exhibit A. Target Areas will be updated annually by the County no later than December 1 of the preceding fiscal year prior to anticipated action by the City.

c. The City and County agree that, at the time that a Target Area is to be provided with water and/or sewer service by others, the City and County will enter into a Target Area Implementation Agreement. Said Implementation Agreement will specify the rights and responsibilities of each party in the provision of the utility service to the Target Area and the terms and conditions of service. The County agrees that the City is not obligated to participate in the development and construction of the water distribution or sewer collection system within the Target Area. The City agrees to provide some or all of the conveyance to or from the Target Area subject to the Implementation Agreement.

d. The City agrees that it will maintain or plan for treatment and disposal capacity to serve the identified Target Areas.

Section 4. Rights and responsibilities of City.

a. The City is responsible for providing water and/or sewer service to all properties located within the franchise area except as provided in this Agreement. City water and/or sewer service to existing developed properties within the franchise area shall be determined on the basis of a site specific evaluation by the City that includes cost feasibility, availability of easements, and other pertinent factors in a manner similar to that used within the City limits.

b. All City policies, standards, procedures, regulations, rates, fees, and charges for water and sewer services shall be the same, inside and outside City 's corporate limits, with the exception of the rebate policy, and as provided herein. City shall have the exclusive right to manage and operate its water and sewer system in the unincorporated area except as limited by this Agreement.

c. The City may assess a surcharge of up to 50% on water and/or 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 c. shall expire.

d. The City shall not require annexation into the City as a condition for providing water and/or sewer service to any property in the franchise area.

e. The City's rights to require connection of existing properties shall be as prescribed in applicable statutes and codes. This agreement does not add to or detract from those rights.

Section 5. Annual Review of Long Range Master Plan.

a. The City shall, within 18 months of the effective date of this agreement, develop and maintain a long range master plan for the provision of water and sewer service within the franchise area granted herein. Said master plans shall be approved by the County and shall be updated and submitted for County approval every five years.

b. The County shall have the right to provide input to the City's budget process concerning priorities for water and sewer projects in the County. Such input shall be provided no later than December 1 of the preceding fiscal year. The City shall submit no later than June 1 the proposed City five-year capital improvement plan (CIP) for water and sewer projects in the County for annual review and approval by the County. City shall submit no later than October 20 to the County the final approved City CIP for water and sewer projects in the County. The CIP shall be based upon the approved long range master plans described above.

Section 6. Determination of City Sewer Service Availability for New Development

a. City sewer service shall be considered available to new developments which require site and development plan approval or issuance of a development order if it is capable of being connected to by the plumbing of a development, establishment or residence which has adequate permitted capacity to accept the sewage to be generated by the development, establishment or residence; and

1. All references to lots in this section are to developments having an average lot size of 2 acres in area or less.

2. For a new development on an existing parcel which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity

flow from the property's drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection exists in a public easement or right-of-way within100 feet of the property line of the lot, residence, or establishment.

3. For a new development on an existing parcel which has an estimated sewage flow exceeding 1,000 gallons per day, a point of connection to a sewer line exists in a public easement or right-of-way that abuts the property of the establishment or is within 400 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

4. For residential subdivisions with 10 lots or less, and for commercial subdivisions with less than 5 lots, a point of connection to a sewer line exists within 400 feet of the development as measured and accessed via existing easements or rights-of-way.

5. For residential subdivisions with 11-20 lots, a point of connection to a sewer main exists within 800 feet of the development as measured and accessed via existing easements and rights-of-way.

6. For residential subdivisions with greater than 20 lots and for commercial subdivisions with 5 or more lots, a point of connection to a sewer main exists within 1200 feet of the development as measured and accessed via existing easements and rights-of-way.

b. The determination of availability of sewer for any new development shall be made based upon existing conditions at the time of the first Site Development Plan review meeting, as defined under Chapter 10, Leon County Code of Laws, except that the City reserves the right to extend its sewer system at its cost to make sewer available in accordance with the availability criteria set forth herein to existing and developing parcels within six months after the issuance of a site plan approval or development order as may be applicable to the new development.

c. When the City sewer system is available within the respective distances specified above, the property owner will be responsible for extending to the sewer main the remaining distance to their property and also for installing any on-site sewer collection system.

d. If the City Manager and the County Administrator or their designees agree that the connection of a development to City sewer is not economically feasible, regardless of the criteria defined herein, said service shall be determined to be not available.

e. The City reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from these criteria subject to mutual agreement between City and developer.

Section 7. Determination of City Water Service Availability for New Development

a. City water service shall be considered available to new developments which require site and development plan approval or issuance of a development order if it is capable of being connected to the plumbing of a development, establishment or residence and has adequate permitted capacity and pressure to supply water to the development, establishment or residence; and

1. All references to lots in this section are to developments having an average lot size of 2 acres in area or less.

2. For a new development on an existing parcel a water main exists in a public easement or right-of-way within 200 feet of the property line of the lot, residence, or establishment.

3. For residential subdivisions with 10 lots or less, and for commercial subdivisions with less than 5 lots, a point of connection to a water line exists within 400 feet of the development as measured and accessed via existing easements or rights-of-way.

4. For residential subdivisions with 11-20 lots, a point of connection to a water main exists within 800 feet of the development as measured and accessed via existing easements and rights-of-way.

5. For residential subdivisions with 20 or more lots, for commercial subdivisions with 5 lots or more, a water system exists within 1200 feet of the development as measured and accessed via existing easements or rights-of-way.

b. The determination of availability of water for any new development shall be made based upon existing conditions at the time of the first Site Development Plan review meeting, as defined under Chapter 10, Leon County Code of Laws, except that the City reserves the right to extend its water system at its cost to make water available in accordance with the availability criteria set forth herein to existing and developing parcels within six months after the issuance of a site plan approval or development order as may be applicable to the new development.

c. When the City water system is available within the respective distances specified above, the property owner will be responsible for extending the water main the remaining distance to their property and also for installing any on-site water distribution system.

d. If the City Manager and the County Administrator or their designees agree that the connection of a development to City water is not economically feasible, regardless of the criteria defined herein, said service shall be determined to be not available.

e. The City reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from these criteria subject to mutual agreement between City and developer.

Section 8. When City Service is not Available for New Development

a. City shall provide written notification to the County and the property owner within 14 days after the first formal review of the proposed site plan. Said notification shall advise whether service is or is not available, and shall describe the conditions which qualify it as being available. Upon notification that service is not available, property owner shall be allowed to install potable water wells and/or septic sewage systems in accordance with applicable County Codes of Law, or to seek services from another water and/or sewer service provider.

b. If City Service is not available as per notification received by the County described in Paragraph a above, County may, in accordance with Leon County Code and the provisions of this agreement, revoke the franchise for the geographic area in question and grant water and/or sewer franchises to other providers.

Section 9. Standards for Construction and Operation.

a. The City water and sewer construction standards, as they exist or may be modified, shall apply to all City water and sewer franchise area.

b. Standards for the design and construction of water and sewer systems by providers other than City shall be at least equal to those of City. Such standards for water systems shall include minimum requirements for water main sizes, fire hydrant distribution, and flow capacities to provide adequate fire protection.

c. State and Federal regulations relative to the construction and operation of water and sewer facilities shall be adhered to by all utility providers in Leon County.

d. County standards and permit procedures must be adhered to by City and all franchise holders for any water and/or sewer construction that impacts County maintained facilities such as roads or drainage facilities.

Section 10. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within ninety (90) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after Section 11 provisions have been complied with. Upon termination, geographic areas physically served shall be converted into specific water and/or sewer franchises.

Section 11. Dispute Resolution.

a. 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 11. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. 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.

c. 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 communicate at their earliest opportunity regarding the dispute, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. 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.

e. 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).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. 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.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer

and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or utility issues.

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 12. 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 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.

Section 13. General Provisions.

a. Governing Law and Venue . This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. 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.

f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

h. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

i. Public Bodies. It is expressly understood between the Parties that 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.

j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and 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.

k. 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.

l. 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.

m. 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 dealt with as a dispute under this Agreement.

n. 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. All provisions of the City of Tallahassee Code, particularly Chapter 21 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 February 11, 1993 shall be cancelled as of the effective date of this agreement 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 Water and Sewer Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: _____
CLIFF THAELL, Chairman
of the Board of County Commissioners

ATTESTED TO:

By: _____
ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:

By: _____
HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

CITY OF TALLAHASSEE, FLORIDA

By: _____
JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:

By: _____
JAMES R. ENGLISH, Esq.
CITY ATTORNEY

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COMMISSIONERS:

WILLIAM C. PROCTOR, JR.
DISTRICT 1

JANE G. SAULS
DISTRICT 2

DAN WINCHESTER
DISTRICT 3

TONY GRIPPA
DISTRICT 4

BOB RACKLEFF
DISTRICT 5

CLIFF THAELL
AT-LARGE

ED DEPUY
AT-LARGE

PARWEZ ALAM
COUNTY ADMINISTRATOR

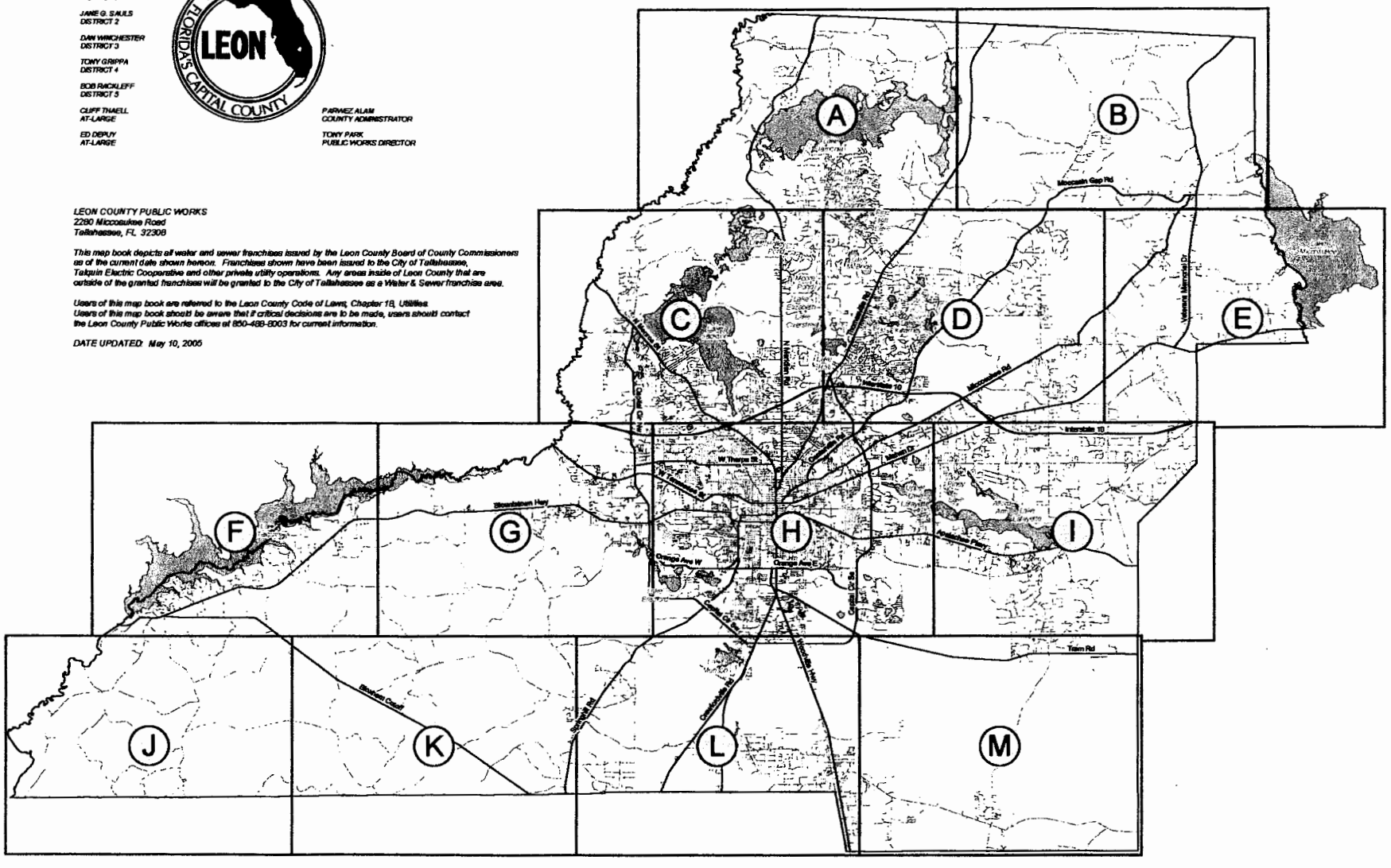
TONY PARK
PUBLIC WORKS DIRECTOR

LEON COUNTY PUBLIC WORKS
2280 Miccosukee Road
Tallahassee, FL 32308

This map book depicts all water and sewer franchises issued by the Leon County Board of County Commissioners as of the current date shown hereon. Franchises shown have been issued to the City of Tallahassee, Talquin Electric Cooperative and other private utility operations. Any areas inside of Leon County that are outside of the granted franchises will be granted to the City of Tallahassee as a Water & Sewer franchise area.

Users of this map book are referred to the Leon County Code of Laws, Chapter 18, Utilities.
Users of this map book should be aware that if critical decisions are to be made, users should contact the Leon County Public Works offices at 850-488-6003 for current information.

DATE UPDATED: May 10, 2006



NOTE: This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purpose only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

DATE: 4/28/2006 NAME: jcheverdy FILE: T:\arcfiles\utility\franchise\franchise_map\franchise_index_17x22_opt100_2006.mxd

GIS

N

0 1 2 3 4 5 Miles

Water & Sewer Utility Franchise Areas and Target Areas

EXHIBIT A: PAGE 1 OF 14

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
N
EXHIBIT A: PAGE 2 OF 14
A

EXHIBIT A: PAGE 3 OF 14

B

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
EXHIBIT A: PAGE 4 OF 14

EXHIBIT A: PAGE 5 OF 14

EXHIBIT A: PAGE 6 OF 14

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
N
EXHIBIT A: PAGE 7 OF 14
F

EXHIBIT A: PAGE 8 OF 14

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
N
EXHIBIT A: PAGE 9 OF 14

EXHIBIT A: PAGE 10 OF 14

EXHIBIT A: PAGE 11 OF 14

EXHIBIT A: PAGE 12 OF 14

EXHIBIT A: PAGE 13 OF 14

EXHIBIT A: PAGE 14 OF 14

LEON COUNTY
CONTRACT ROUTING SLIP

County Contract No. 2850

✓ Original
___ Renewal
___ Amendment

Division Contact: Tony Park Phone #: 488-8003
Division: Public Works
Location: 2280 Miccosukee Rd
Contractor: City of Tallahassee
Address 300 S. Adams St.
City, State, Zip Tallahassee, Fla 32301

Contract Period: From 5/10/05 To 9/30/2030

Renewal Periods: Number ____ Term ____

Contract Total $ Amount: ____

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
✓ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP # ____

Agenda Date 5/10/05

Comments: ____

Routing:

Required	Initials	Date	
✓			Originating Division County Atty Dc.
			Purchasing
			Minority/Women Business Enterprise
			Risk Management
			Grants Coordinator
		5/26/05	County Attorney's Office
			County Administrator's Office
✓			Chairman, BCC
✓			Clerk's Office (Finance)

Return completed documents to: ____

Rev. 11/02

PARKS AND RECREATION AGREEMENT

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 City and County wish to enter into a new agreement that will ensure that quality parks and recreation services will continue to be provided to all residents of Leon County in an effective and efficient manner; and

WHEREAS, in accordance with the Water and Sewer Agreement the County has permitted the City to increase the permissible surcharge on water and sewer service to 50% pursuant to Florida Statutes.

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:

1. Term. The Term of this Agreement shall commence on October 1, 2005 and shall continue until September 30, 2020, unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period. The Parks and Recreation Agreement between the Parties dated February 19, 1996 is hereby terminated effective September 30, 2005.

2. Access to Parks and Recreational Facilities. The City agrees to make full and complete access to current and future City parks and recreational facilities and programs available to residents of the unincorporated area of Leon County ("Non-City Residents").

3. Tom Brown and Capital Park. The City will continue to maintain and operate Tom Brown Park and Capital Park.

4. Facility and Participation Fees. Non-City Residents will be charged the same rate as City Residents for use of all facilities and program participation fees.

5. Payment for Services. The County shall pay to the City, in quarterly installments in arrears, the following amounts:

a.	Fiscal Year 2006 (Oct. 1, 2005 - Sept. 30, 2006):	$840,000
b.	Fiscal Year 2007 (Oct. 1, 2006 – Sept. 30, 2007):	$840,000
c.	Fiscal Year 2008 through Fiscal Year 2020:	An additional 4.25% annually.

Attachment #3
Page 2 of 6

The amounts set forth above shall be renegotiated, at the City's option, if the City surcharge on water and sewer services outside its corporate limits is reduced below 50% for any reason other than voluntary action by the City, including but not limited to legislation or litigation. This Agreement shall terminate if the parties are not able to successfully renegotiate such amounts within 90 days following the effective date of any such reduction in the surcharge.

6. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after Section 7 provisions have been complied with.

7. Dispute Resolution.

a. 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 7. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. 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.

c. 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.

d. 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.

e. 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).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. 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.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government or parks and recreation issues.

h. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

8. 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 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.

9. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

Attachment #3
Page 4 of 6

c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. 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.

f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

h. Ambiguity. This Agreement has been negotiated by the Parties with the advise of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

i. Public Bodies. It is expressly understood between the Parties that 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.

j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and 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.

k. 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 form the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

l. 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.

m. 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 Parks and Recreation Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: _____

CLIFF THAELL, Chairman
of the Board of County Commissioners

ATTESTED TO:

By: _____

ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:
By: _____

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

CITY OF TALLAHASSEE, FLORIDA

By: _____

JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____

GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:
By: _____

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

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Attachment #3
Page 6 of 6

LEON COUNTY
CONTRACT ROUTING SLIP

✓ Original
___ Renewal
___ Amendment

County Contract No. 2852

Division Contact: Pat Plocik Phone #: 488-0221

Division: Parks & Recreation

Location: 2280 Miccosukee Rd

Contractor: City of Tallahassee

Address 300 S. Adams St.

City, State, Zip Tallahassee, Fla 32301

Contract Period: From 10/1/05 To 9/30/2020

Renewal Periods: Number____ Term____

Contract Total $ Amount:____

FILED
2005 OCT 25 PM 4:24
BOB INZER
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
✓ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #____

Agenda Date 5/10/05

Comments:____

Routing:

Required	Initials	Date	
✓			Originating Division County Atty's Dpt.
			Purchasing
			Minority/Women Business Enterprise
			Risk Management
			Grants Coordinator
		5/26/05	County Attorney's Office
			County Administrator's Office
✓			Chairman, BCC
✓			Clerk's Office (Finance)

Return completed documents to:____

Rev. 11/02

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 Killearn 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 Killearn 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 THAELL, Chairman
of the Board of County Commissioners

CITY OF TALLAHASSEE, FLORIDA

By: _____

JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____

ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:
By: _____

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

ATTESTED TO:

By: _____

GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:
By: _____

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

F90-00356
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LEON COUNTY
CONTRACT ROUTING SLIP

County Contract No. 2851

✓ Original
___ Renewal
___ Amendment

Division Contact: Tony Park Phone #: 488-8003
Division: Public Works
Location: 2280 Miccosukee Rd
Contractor: City of Tallahassee
Address 300 S. Adams St.
City, State, Zip Tallahassee, Fla 32301

Contract Period: From 5/10/05 To until terminated

Renewal Periods: Number____ Term_____

Contract Total $ Amount:_____

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
✓ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #_____

Agenda Date 5/10/05

Comments:_____

Routing:

Required	Initials	Date	
✓			Originating Division County Atty Gc.
			Purchasing
			Minority/Women Business Enterprise
			Risk Management
		5/26/05	Grants Coordinator
			County Attorney's Office
			County Administrator's Office
✓			Chairman, BCC
✓			Clerk's Office (Finance)

Return completed documents to:_____

Rev. 11/02

LEON COUNTY
CONTRACT ROUTING FORM

LOGGED IN A16-0239
LOGGED OUT HAS

__x__ Original
___ Renewal
___ Amendment(#)

County Contract No. B-16-062

Division Contact: Theresa Heiker Phone # 606-1500

Department/Division: Public Works

Contractor: City of Tallahassee

Address 300 S. Adams Street

City, State, Zip Tallahassee, FL 32301 Phone _____

Contract Period: From 3/14/16 To Open

Renewal Periods: Number_____ Term_____

Contract Total $ Amount:_____ or check if ___Unit Price Agreement

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
__X__ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #_____

Awarded by
__ Purchasing Director
__ County Administrator
__X__ Board of County Commissioners
Agenda Date 2/9/16 Item # 6

Comments: Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision

Routing:

Required	Initials	Date	
			Originating Division Public Works
			Group Director
			Purchasing
X	[signature]	3/14/16	County Attorney's Office
			Deputy or Assistant County Administrator
			County Administrator
X	[signature]	3-14-16	Chairman, BCC
X			Clerk's Office (Finance)

03/11/16 15:22:57
Received by
Leon County Attorney's Office

Return completed documents to: ***County Attorney's Office***

Be sure to return and file a fully executed agreement with the Financo Division

PUR103 Rev. 05/10

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO WOODSIDE HEIGHTS SUBDIVISION

THIS AGREEMENT, made and entered into this 14th day of March, 2016, by and between 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 Woodside Heights Subdivision that onsite sewage treatment and disposal systems (OSTDS) 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 Northwest Florida Water Management District Springs Restoration Grants to joint-fund construction projects to construct a central sewage collection system ("sewer system") to serve the Woodside Heights Subdivision, located within the Primary Springs Protection Zone; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of Woodside Heights Subdivision that sewer service be provided to the residences in that area by the City of Tallahassee; and,

WHEREAS, the County has confirmed that the Woodside Heights Subdivision lies within the City water and sewer franchise area; and,

WHEREAS, the Woodside Heights Subdivision is within the Lake Munson Target Area identified in the City Master Sewer Plan adopted in January 2010;

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 construct a new central sewer system to serve the Woodside Heights Subdivision. The County will secure all necessary permits for construction of the sewer system, and will secure, for the City and in form(s) acceptable to the City, all property or property rights required for the construction, operation, and maintenance of the sewer system. The sewer system shall be based on gravity 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. 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 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. Upon completion of the sewer system, the County shall convey ownership of the completed sewer system along with necessary easements to City for operation and maintenance and shall take all action necessary to assign to the City all warranties relating to construction of the sewer system, including warranties as to workmanship and material.

4. The County will install sewer taps and will construct, to the property line, the associated sewer service laterals for each lot and parcel within the subdivision. The County shall pay the associated systems charges for all such sewer taps; however, the systems charge for each tap will be equal to two-thirds the amount normally charged by the City. Following City acceptance of the sewer system, the County, utilizing Springs Restoration Grant funds, shall pay the City for all such systems charges. The County shall complete connections to the sewer system for all lots and parcels where permission is granted by the owners. All sewer systems charges shall be invoiced to the County by City following City acceptance of the sewer system and shall be paid within forty-five (45) days following receipt of the invoice by the County.

5. The County shall use its best efforts to have homeowners in the Woodside Heights Subdivision connect to the sewer system.

Section 3. Responsibilities of City.

1. Upon completion of the sewer system and compliance with City specifications and requirements, the City shall accept the sewer system for ownership, operation, and maintenance. The City shall utilize the completed sewage collection system and its existing sewage collection and treatment facilities to provide sewer service to the Woodside Heights Subdivision. City shall not be responsible for any of the provisions of this Agreement until such time as City has accepted ownership of the completed sewer system. The City will not unreasonably withhold acceptance of ownership of the completed sewer system.

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 for inspection and construction related 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 Woodside Heights.

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 gravity sewer main.

Section 4. Terms of Service.

1. Pursuant to Florida Statutes, the Health Department will require that 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 proposed to be connected to the new City sewer system.

3. Any resident desiring to connect to the sewer system may do so at any time that service is available. Residents connecting to the sewer system must also connect to the City water system. Any resident that does not connect to the sewer system will be charged the applicable readiness to serve charge via the City utility bill in accordance with Sec 21-324, City of Tallahassee Code.

4. Sewer service under this Agreement shall be provided subject to applicable City policies (except the rebate policy), standards, procedures, regulations, rates, fees, loan programs and charges; provided, however, as an incentive to homeowners to connect to the sewer system, the City will reduce the sewer system charge by one-third for those connections made within 180 days after being notified by the City that sewer service is available.

Section 5. 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 6. 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.

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.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision as of the date written above.

LEON COUNTY,
FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Circuit
Court and Comptroller
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.

CITY OF TALLAHASSEE,
FLORIDA

BY: _____
Rick Fernandez,
City Manager

ATTEST:

BY: _____
James O. Cooke, IV
City Treasurer - Clerk

APPROVED AS TO FORM:
City of Tallahassee Attorney's Office

BY: _____
Lewis E. Shelley, Esq.

19-46

Login # A18-1140

LEON COUNTY
CONTRACT ROUTING FORM

X Originals (3)
___ Renewal
___ Amendment (#)

County Contract No. B-19-191

Division Contact: Charles Wu, P.E. Phone # 850-606-1546

Department/Division: Leon County Public Works - Engineering Services

Contractor: Justin Hosey, P.E.

Address City of Tallahassee - Water Utilities; 300 S. Adams Street - B-26

City, State, Zip Tallahassee, Florida 32301 Phone # 850- 891-6182

Contract Period: From Date of execution by all parties To

Renewal Periods: Number_____ Term_____

Contract Total $ Amount:_____ or check if ___Unit Price Agreement

RECEIVED
2019 FEB -8 PM 3:18

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
X Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #_____

Awarded by:
__ Purchasing Director
__ County Administrator
X Board of County Commissioners
Agenda Date 12/11/2018 Item # 9

Comments:
Interlocal Agreement with the City of Tallahassee for the Provision of Sewer Service to Belair/Annawood Area (Belair/Annawood Wastewater Retrofit Project)

Routing:

Required	Initials	Date	
X	TH	12/18/2018	Originating Division Engineering Services – Public Works
			Group Director
			Purchasing
X			County Attorney's Office
		12/19/18	Deputy or Assistant County Administrator
X		2.7.19	County Administrator
			Chairman, BCC
X	RV	2/8/19	Clerk's Office (Finance)

RECEIVED
COUNTY ATTORNEY'S OFFICE
18 DEC 19 PM 3:17

Return completed documents to: Please return all three originals to Theresa Heiker for further signature routing. Thanks

Be sure to return and file a fully executed agreement with the Finance Division

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO BELAIR/ANNAWOOD AREA

THIS AGREEMENT, made and entered into this 20 day of March, 2018, 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

By: _____
Vincent S. Long
County Administrator

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE,
FLORIDA

By: _____
Reese Goad
City Manager

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer - Clerk

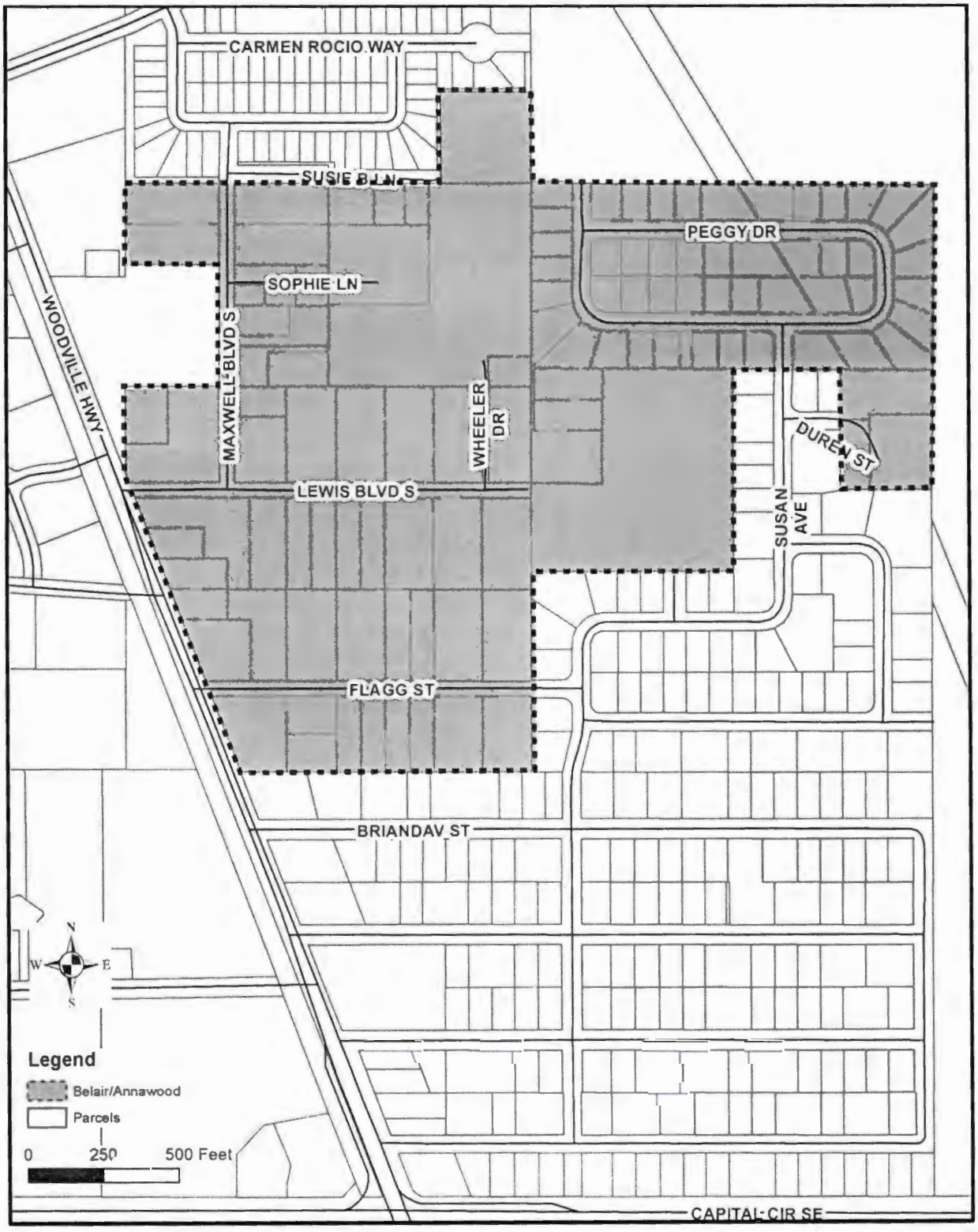
APPROVED AS TO FORM:
City Attorney's Office

By: _____
City Attorney

SEAL OF THE CITY OF TALLAHASSEE
INCORPORATED
A.D. 1840

Exhibit A

Belair/Annawood Area



LEON COUNTY
CONTRACT ROUTING FORM

x Original
Renewal
Amendment #

County Contract No. B-21-031

Contract Manager:	**Theresa Heiker, P.E.**	Phone #:	**(850) 606- 1526**
Division:	**Engineering Services**	Email:	**heikert@leoncountyfl.gov**
Department Contact:	**Patrick Hurley, Esq.**	Phone #:	**(850) 891- 8554**
Department:	**City Attorney's Office**	Email:	**patrick.hurley@talgov.com**
Vendor/Contractor Name:		Contact:	
Address:		Phone#:	
City, State, Zip:		Email:	

Contract Period: From Agreement shall commence upon full execution by both parties To

Renewal Periods: Number Term

Contract Total $ Amount: or check if Unit Price Agreement

Contract Type:
- Easement
- Construction
- Continuing Supply
- Deed
- x Interlocal Agreement
- Grant
- Lease
- Other Services
- Performance Agreement
- Professional Services
- Purchase
- Other (Explain below)

Forms Required:
- Public Entity Crimes Statement
- Performance Bond
- Materials & Payment Bond
- Warranty Bond
- Certification Regarding Debarment

Procurement Method
- ITB #
- RFP #
- ITN #
- Sole Source
- Gov't Entity
- Other (Explain below)

Insurance Certificates
- General Liability
- Professional Liability
- Workers' Compensation
- Errors & Omissions
- Automobile Coverage

Award Authority:
- Purchasing Director
- County Administrator
- Board of County Commissioners
- x Agenda Date **9/29/2020** Item # **9**
- Pursuant to Board Policy #

Title/Description: Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community

Comments: Interlocal Agreement between County and the City for the Provision of Water and Sewer Service to Woodville Rural Community

Routing:

Required	Initials	Date	
X	**TH**	**10/2/2020**	Originating Division
X			Department Director
			Purchasing
X		10/6/2020	County Attorney's Office
			Deputy or Assistant County Administrator
X	vsl	10/9/20	County Administrator
			Chairman, BCC
X	gmm	10/9/2020	Clerk's Office (Finance)

Return completed documents to: **Theresa Heiker, P.E. at 606-1500**

INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER AND SEWER SERVICE TO WOODVILLE RURAL COMMUNITY

THIS AGREEMENT, made and entered into this 20 day of October, 2020, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is the sole local governmental entity to authorize the planning, construction and operation of central water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and,

WHEREAS, the County has recognized a long-standing problem in the Woodville Rural Community: onsite sewage treatment and disposal systems "(OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, has identified areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund the design of a central sewage collection system to serve the Woodville Rural Community in those areas as identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Woodville Project Area"); and

WHEREAS, the Woodville Project Area is located within the Wakulla Springs Primary Springs Protection Zone; and,

WHEREAS, the County has received indications from the Florida Department of Environmental Protection that funding will be provided for the County to construct the sewage collection system after completion of design;

WHEREAS, the County has determined that it is in the best interests of the citizens of the Woodville Project Area that sewer service be provided to the properties in that area by the City of Tallahassee; and,

WHEREAS, the Woodville Project Area lies within the City water and sewer franchise areas; and,

WHEREAS, the Woodville Project Area is within the Woodville Target Area identified in the City Master Sewer Plan adopted in February 2016;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Recitals; Effective Date.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This Agreement shall commence upon full execution hereof by both parties. Funding is available only for design services, and the parties shall proceed with undertaking their respective responsibilities in that regard pursuant to the terms, and subject to the conditions, set forth in this Agreement. The construction provisions of this Agreement will only be applicable if and when the County receives sufficient funding for construction.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new central sewage collection system to serve the Woodville Project Area ("Sewer System"). The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point in the Marpan Sewer Collection System, as identified on Exhibit "A," on the existing City central sewage collection system.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. The County may submit to the City for review and approval alternative design and construction requirements that meet State of Florida requirements and meet the intent and function needed in the City central sewage collection system; however, the City shall have sole discretion to approve or disapprove the County's alternative design and construction submittals. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible. The County may propose to phase construction of the Sewer System to meet funding schedules. Any proposed phasing will be subject to the limitations presented by physical requirements for adequate flow, odor control, and operational constraints. The County shall obtain City approval for any proposed phasing prior to completing design of the proposed first phase and before completing design of any subsequent phase where a later phase is proposed.

3. The City is intended to be a third-party beneficiary of the contracts for construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the contractor shall be directly liable to the County and the City for the proper and

Attachment #7
Page 4 of 17

timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to construction, materials and equipment are assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the right of way line and that easements for such piping are not required and will not be accepted.

4. For each parcel located within the Woodville Project Area, regardless of whether the parcel will be connected to the Sewer System while it is under construction, the County will install, sewer taps and will construct, to the property line, the associated gravity sewer service laterals for each such parcel. The County will use its best efforts to have property owners in the Woodville Project Area agree to connect to the Sewer System while it is under construction. The County will extend the sewer lateral or grinder pumping system as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels where the owner agrees to connect to the Sewer System while it is under construction. The City will not own or be responsible for maintenance activities for grinder pumping systems installed by the County.

5. For any parcel located within the Woodville Project Area that (i) is not currently connected to the central water system serving the Woodville Project Area ("Water System"), (ii) has an adjacent water main available for connection to the Water System, and (iii) has an agreement to be connected to the Sewer System and Water System while the Sewer System is under construction, the County, or its Contractor, will, at no cost to the City, install water taps to the water main and will construct, to the property line, the associated water service lines for each such parcel meeting these three criteria. The County will use its best efforts to have property owners in the Woodville Project Area agree to connect to the Water System while the Sewer System is under construction. For any such parcels, the County will extend the water service line as necessary to complete the connection to the Water System, from the property line to the residence or other structure.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or approved phase thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to the Woodville Project Area. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement to provide sewer service until the City has accepted the Sewer System or Phase thereof, as applicable, for ownership, operation, and maintenance. The City will not unreasonably withhold acceptance of the completed Sewer System or Phase thereof, for ownership, operation, and maintenance.

2. Upon completion of any water service connections to the Water System by the County, and compliance with City specifications and requirements, the City shall accept the water service connection from the main to the meter of the connecting property owner, including any easements necessary for ownership, operation, maintenance, repair, and replacement of the water service. In cases where there will be remote metering, the City shall accept the water service connection from the main to the property line. Any back flow devices required for remote metering will not be owned or maintained by the City.

3. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

4. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside the Woodville Project Area.

5. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the Water System, if the Water System is available. Sewer service is considered available if the property owner's parcel is adjacent to a right-of-way or easement where sewer service is present and accessible via gravity; .the system has been accepted by the City; and the property owner has been notified by the City that sewer service is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any building permits for new construction within the Woodville Project Area if the completed Sewer System, or phase thereof, available to serve the new construction area has been accepted by the City unless the new construction is proposed to be connected to the completed Sewer System.

5. Should the County become aware of a failing septic system in the Woodville Project Area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of construction and acceptance for ownership by the City of any phase of the Sewer System, the County will pay to City the sewer System Charges for each parcel for which a tap was installed within that phase, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of System Charges in this manner, the City will reduce the System Charge applicable to the Woodville Project Area parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System.

4. The City will bill recurring sewer service charges in the Woodville Project Area through a metered City water or electric utility account if an account exists for a metered City utility service. If a property owner does not have a metered City water or electric utility account, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service or a partial year of readiness-to-serve charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability, or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service or readiness-to-serve charges not previously assessed or collected. The sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection, if such connection is made. The County will ensure that all charges related to sewer service or readiness to serve will be assessed within two years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Woodville Project Area. The City is responsible for ensuring such information is accurate, including but not limited to the dates of

connection and the rates for each parcel. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Woodville Project Area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit to the City the full amount of the charges that should have been assessed.

8. The County agrees to use all the collection procedures available to it pursuant to Section 125.01, Florida Statutes, and Section 197.3632, Florida Statutes, to collect and remit to the City the assessed sewer charges from each property within the Woodville Project Area.

Section 6. Dispute Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed

upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.

b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement

or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community as of the date written above.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

CITY OF TALLAHASSEE, FLORIDA RCM
RCM

By: _____
Raoul Lavin (Oct 20, 2020 13:03 EDT)
Reese Goad
City Manager

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

By: _____

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer - Clerk

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

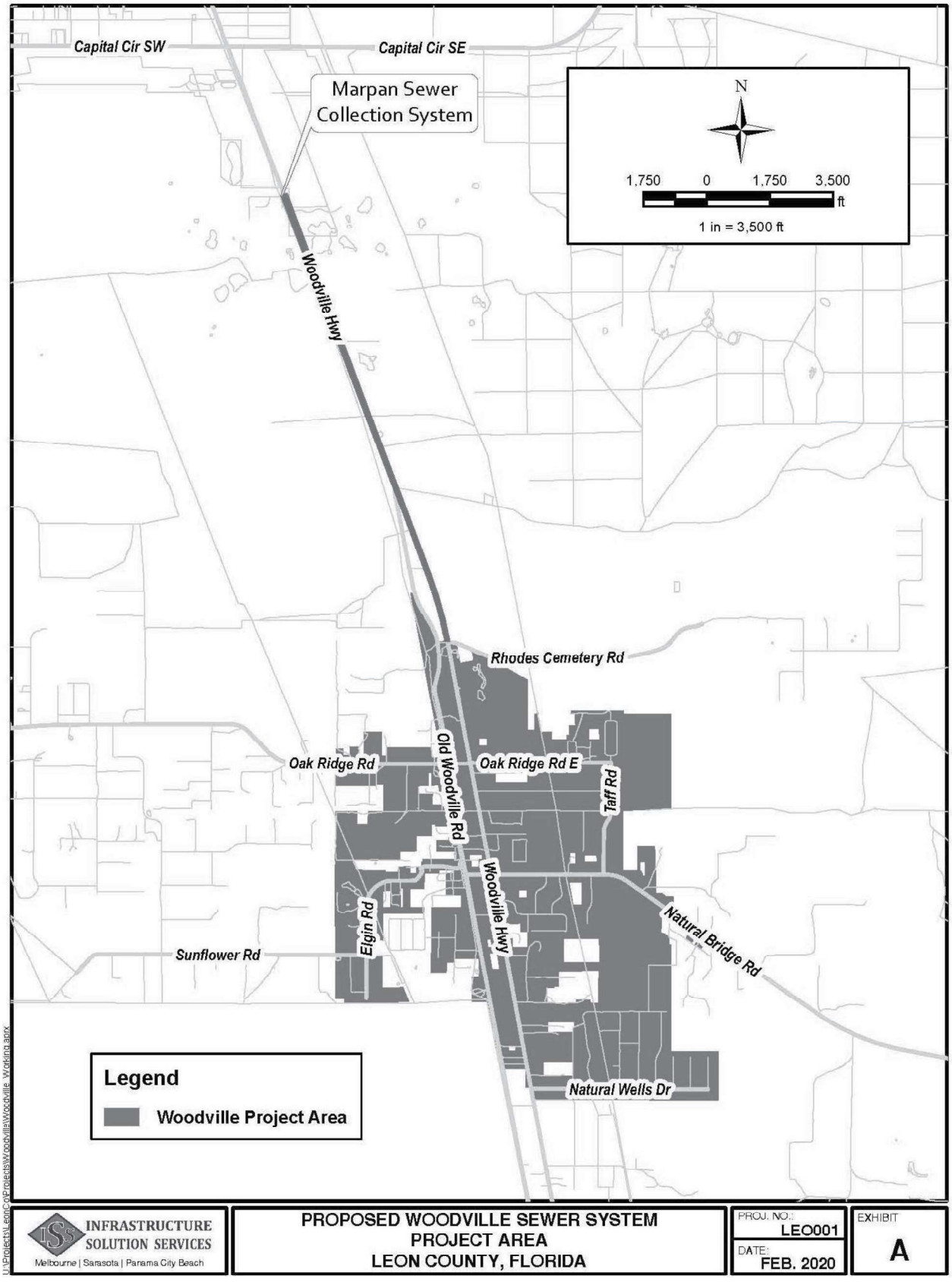
By: _____
Digitally signed by Kyle L. Kemper
DN: cn=Kyle L. Kemper, o=Leon County, ou, email=KemperK@leoncountyfl.gov, c=US
Date: 2020.10.06 16:05:58 -04'00'
Kyle L. Kemper, Assistant County Attorney

APPROVED AS TO FORM:
City Attorney's Office

By: _____ for
City Attorney

Attachment #7
Page 1 of 1

Exhibit "A"
Woodville Project Area



INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER AND SEWER SERVICE TO NORTHEAST LAKE MUNSON COMMUNITY

THIS AGREEMENT, is made and entered into this 11th day of 3/11/2022, 2021, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

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 Northeast Lake Munson Community: onsite sewage treatment and disposal systems ("OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, has identified areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund the design of a central sewage collection system to serve the Northeast Lake Munson Community in those areas as identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Northeast Lake Munson Project Area"); and

WHEREAS, the Northeast Lake Munson Project Area is located within the Wakulla Springs Primary Springs Protection Zone; and,

WHEREAS, the County has received indications from the Florida Department of Environmental Protection that funding will be provided for the County to construct the sewage collection system after completion of design; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of the Northeast Lake Munson Project Area that sewer service be provided to the properties in that area by the City of Tallahassee; and,

WHEREAS, the Northeast Lake Munson Project Area lies within the City water and sewer franchise areas; and,

WHEREAS, the Northeast Lake Munson Project Area is within the Oak Ridge Target Area identified in the City Master Sewer Plan adopted in February 2016; and,

WHEREAS, the City has expressed its desire to have water utility work ("Water Utility Work") constructed by the County's contractor simultaneously with construction of the sewage collection system, with such water utility construction costs to be paid by the City.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Recitals; Effective Date.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This Agreement shall commence upon full execution hereof by both parties. The parties shall proceed with undertaking their respective responsibilities in that regard pursuant to the terms, and subject to the conditions, set forth in this Agreement.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new central sewage collection system to serve the Northeast Lake Munson Project Area ("Sewer System"). The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point in the existing City central sewage collection system.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. The County may submit to the City for review and approval alternative design and construction requirements that meet State of Florida requirements and meet the intent and function needed in the City central sewage collection system; however, the City shall have sole discretion to approve or disapprove the County's alternative design and construction submittals. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible. The County may propose to phase construction of the Sewer System to meet funding schedules or align with property acquisition schedules as long as it does not interfere with the proper implementation of the proposed water infrastructure improvements. Any proposed phasing will be subject to the limitations presented by physical requirements for adequate flow, odor control, and operational constraints. The County shall obtain City approval for any proposed phasing prior to completing design of the proposed first phase and before completing design of any subsequent phase where a later phase is proposed.

3. The City is intended to be a third-party beneficiary of the contracts for construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the contractor shall be directly liable to the County and the City for the proper and timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to construction, materials, and equipment are at least two (2) years in duration and assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the right of way line and that easements for such piping are not required and will not be accepted.

4. For each parcel located within the Northeast Lake Munson Project Area, regardless of whether the parcel will be connected to the Sewer System while it is under construction, the County will install sewer taps and will construct the associated gravity sewer service laterals for each such parcel to the property line. The County will use its best efforts to have property owners in the Northeast Lake Munson Project Area agree to connect to the Sewer System while it is under construction. The County will extend the sewer lateral or grinder pumping system as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels where the owner agrees to connect to the Sewer System while it is under construction. The City will not own or be responsible for maintenance activities for grinder pumping systems installed by the County. Each property owner will bear full responsibility for all required maintenance activities for grinder pumping systems installed by the County.

5. For any parcel located within the Northeast Lake Munson Project Area that (i) is not currently connected to the central water system serving the Northeast Lake Munson Project Area ("Water System"), (ii) has an adjacent water main available for connection to the Water System, and (iii) has an agreement to be connected to the Sewer System and Water System while the Sewer System is under construction, the County, or its contractor, will, at no cost to the City, install water taps to the water main and will construct the associated water service lines to the property line for each such parcel meeting these three criteria. The County will use its best efforts to have property owners in the Northeast Lake Munson Project Area agree to connect to the Water System while the Sewer System is under construction. For any such parcels, the County will extend the water service line as necessary from the property line to the residence or other structure to complete the connection to the Water System.

6. The County shall request bids for the proposed Water Utility Work and the Sewer System in the same solicitation. The County's invitation for such bids shall be structured so the Water Utility Work is optional, meaning it can be omitted from the County's contract award without any increase in unit or lump sum prices bid for the remaining Sewer System work. After review of the bids, the City, in its sole discretion, will determine if the proposed pricing is acceptable and if it intends to direct the County to include the Water Utility Work in the contract,

if awarded. If the City determines it does not want the Water Utility Work included in the contract award, it will proceed in accordance with Section 2, paragraph 7 below.

7. If the County intends to award a contract for the Sewer System construction and the City decides not to have the Water Utility Work constructed as part of the County's contract, the City may arrange, at its own expense, for the prompt construction of the Water Utility Work in accordance with a schedule submitted to the County by the City before advertisement of the City solicitation for the Water Utility Work. In the event the City elects this option, the following shall apply:

a) The City shall notify the County of its intent to so proceed on its own prior to the County making an award in its solicitation.

b) Upon the receipt of such notice, the County may, at its option, award the work for the Sewer System work only.

c) The City shall cooperate with the County's contractor to schedule the sequence of the Water Utility Work so as not to delay the work of the County's contractor.

d) The City, or its contractor for the Water Utility Work, shall defend any legal claims asserted against the County by the County's contractor only to the extent that the County contractor's delays are due solely to delays caused by the City's failure to comply with the schedule provided by the City to the County; however, neither the City nor its contractor for the Water Utility Work shall be responsible for delays in construction of the Water Utility Work caused by circumstances beyond its reasonable control, delays caused by the County's contractor subsequently causing City delays, or by schedule changes mutually agreed upon in writing by the City and the County.

e) In performance of the Water Utility Work, the City shall require its contractor to comply with all applicable laws and with the applicable traffic maintenance plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in Section 2, paragraph 8 below including, but not limited to, the posting of a performance and payment bond which names the County as an additional insured or beneficiary under the bond.

8. Following review of the bids resulting from the County's solicitation, and if the City desires to include the Water Utility Work in the award of the County's contract, the City shall deposit the proposed contract price for the Water Utility Work with the County and such amounts shall be held in escrow by the County and disbursed only in accordance with this Agreement. As required by Florida law, the County will require its contractor to post a performance and payment bond for all work on the project, including the Water Utility Work. The County shall also cause the City to be named as an additional insured with respect to insurance coverage, other than Workers' Compensation or Professional Liability, provided by the County's contractor and will provide the City with a copy of any certification of coverage received by the County from its contractor.

9. At any time after award of the construction contract, the County may request the City make an additional deposit into escrow if it determines that the cost of the Water Utility Work will exceed the amounts previously deposited by the City as a result of an increase in the quantity of one or more pay items or changes in the Water Utility Work for which the City is responsible. The County shall request such additional deposit by delivery of invoices to the City. The City shall make such additional deposit within thirty (30) days following delivery of such invoice to the City. Should the total amount of all deposits for the Water Utility Work made by the City exceed the actual cost of the Water Utility Work, the County shall refund such difference to the City within ten (10) days following final payment for such work to the County's contractor.

10. The Water Utility Work shall be performed in accordance with the construction plans which include the City's standard specifications. The County shall neither accept nor make payment for any portion of the Water Utility Work that fails to meet such requirements unless the City consents, in writing, to such payment. All requests for payment for any portion of the Water Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit a separate invoice for the Water Utility Work that has been completed and accepted to the County and City for review. The City's project manager shall have seven (7) days from receipt of an invoice to review the invoice and raise any objections or issues he or she may have with respect to the invoice. The County shall not pay any invoices of the County's contractor for which the City has raised objection to or taken issue with until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Water Utility Work, the City shall own, control, maintain, and be responsible for the facilities resulting from the Water Utility Work according to the terms of the applicable utility permit.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or approved phase thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to the Northeast Lake Munson Project Area. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement to provide sewer service until the City has accepted the Sewer System or Phase thereof, as applicable, for ownership, operation, and maintenance. The City will not unreasonably withhold acceptance of the completed Sewer System or Phase thereof, for ownership, operation, and maintenance.

2. Upon completion of any water service connections to the Water System by the County and compliance with City specifications and requirements, the City shall accept the water service connection from the main to the meter of the connecting property owner, including any easements necessary for ownership, operation, maintenance, repair, and replacement of the water service. In cases where there will be remote metering, the City shall accept the water service connection from the main to the property line. Any backflow devices required for remote metering will not be owned or maintained by the City.

3. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

4. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside the Northeast Lake Munson Project Area.

5. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

6. The City shall also pay a project administration fee to the County in the amount of two percent (2%) of the total of all construction cost paid by the City for the Water Utility Work if the Water Utility Work is included the County's contract award in accordance with Section 2, paragraph 6 above. This fee shall be considered full compensation to the County for services provided by the County in administration of the Agreement.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs, and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the Water System if the Water System is available. Sewer service is considered available if: (i) the property owner's parcel is adjacent to a right-of-way or easement where sewer service is present and accessible via gravity; (ii) the system has been accepted by the City; and (iii) the property owner has been notified by the City that sewer service is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any building permits for new construction within the Northeast Lake Munson Project Area if the completed Sewer System, or phase thereof, available to serve the new construction area has been accepted by the City unless the new construction is proposed to be connected to the completed Sewer System.

5. Should the County become aware of a failing septic system in the Northeast Lake Munson Project Area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect, and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of construction and acceptance for ownership of any phase of the Sewer System by the City, the County will pay the sewer System Charges for each parcel for which a tap was installed within that phase to the City, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of System Charges in this manner, the City will reduce the System Charge applicable to the Northeast Lake Munson Project Area parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System unless the customer requests a new tap at some other location.

4. The City will bill recurring sewer service charges in the Northeast Lake Munson Project Area through a metered City water or electric utility account if an account exists for a metered City utility service. If a property owner does not have a metered City water or electric utility account, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service or a partial year of readiness-to-serve charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service or readiness-to-serve charges not previously assessed or collected. The sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection, if such connection is made. The County will ensure that all charges related to sewer service or readiness to serve will be assessed within two years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Northeast Lake Munson Project Area. The City is responsible for ensuring such information is accurate, including, but not limited

to, the dates of connection and the rates for each parcel. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Northeast Lake Munson Project Area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit the full amount of the charges that should have been assessed to the City.

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 the assessed sewer charges from each property within the Northeast Lake Munson Project Area to the City.

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 6. 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 6.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.

b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant, or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed, or modified, except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Water and Sewer Service to the Northeast Lake Munson Community as of the date written above.

LEON COUNTY, FLORIDA

DocuSigned by:
By: Vincent S. Long
A8432971C746415...
Vincent S. Long
County Administrator

CITY OF TALLAHASSEE, FLORIDA

DocuSigned by:
By: Reese Goad
6798A92EE68G468...
Reese Goad
City Manager

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

DocuSigned by:
By: Gwendolyn Marshall
178D7F95C3774F4...

ATTEST:

DocuSigned by:
By: James O Cooke IV
85JAA4D9JE354D4...
James O. Cooke, IV
City Treasurer - Clerk

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

DocuSigned by:
By:
FF021CB924984F0...
Daniel J. Rigo, Sr. Ass't County Attorney

APPROVED AS TO FORM:
City Attorney's Office

DocuSigned by:
By: Cassandra K. Jackson
450F223AA537495...
Cassandra K. Jackson
City Attorney

Exhibit "A"

Northeast Lake Munson Septic to Sewer Project Area
(Yon's Lakeside Estates and Idlewood)

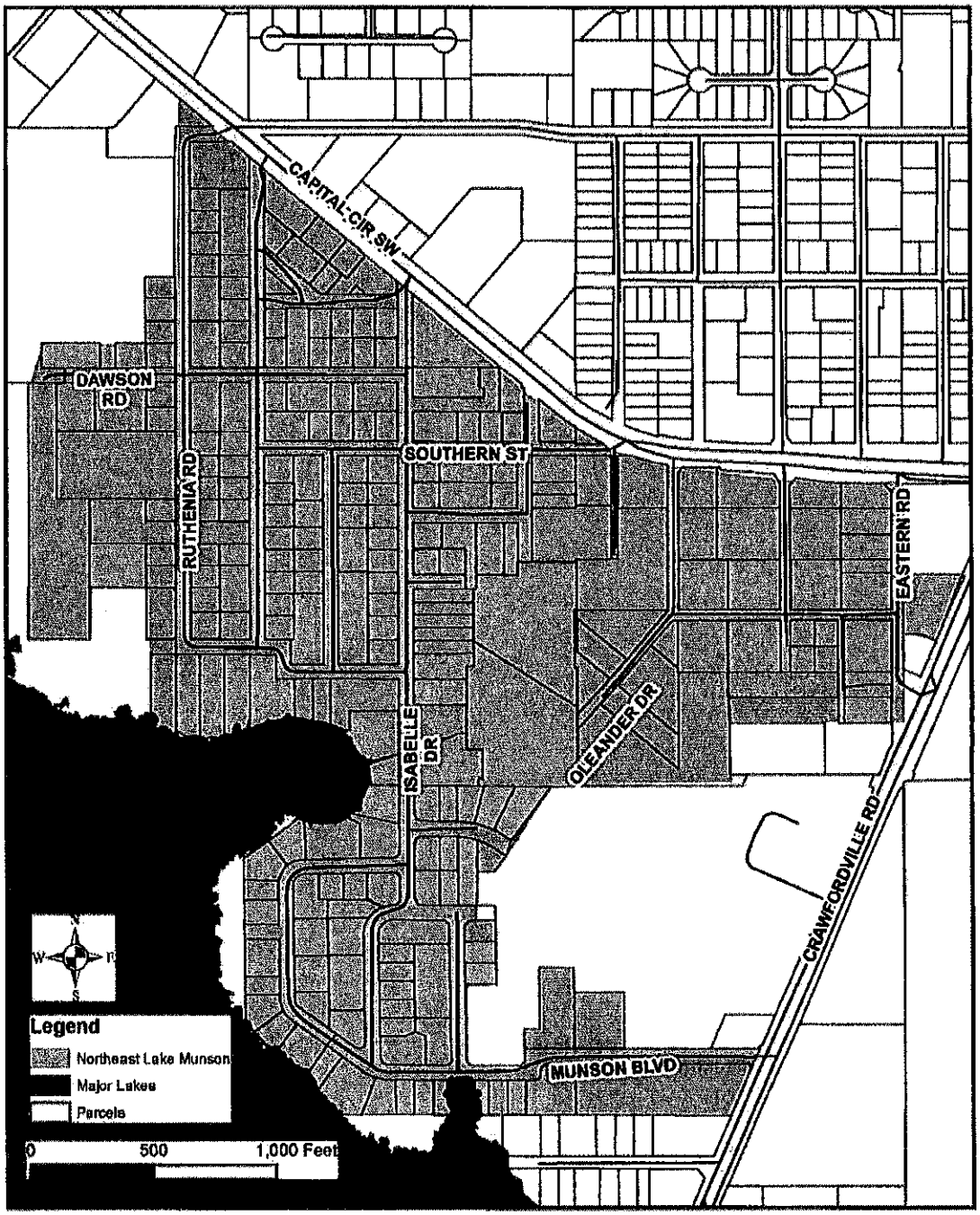


Exhibit "A"
Page 1 of 1

LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. B-22-237

Division Contact:	Sam Ijeoma	Phone #:	850-606-1563
Department/Division:	Public Works /Engineering Services	Email:	IjeomaO@leoncountyfl.gov
Contractor:	City of Tallahassee	Contact:	Jimmy Lee Jr.
Address:	300 S. Adams Street, B-26	Phone#:	850-891-6167
City, State, Zip:	Tallahassee, FL 32301	Email:	James.Lee.Jr@talgov.com

Contract Period: From Date of Execution To ____

Renewal Periods: Number ____ Term ____

Contract Total $ Amount: ____ or check if ____ Unit Price Agreement

Contract Type:
- ____ Conservation Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- X Interlocal Agreement
- ____ Grant
- ____ Lease
- ____ Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB #
- ____ RFP #
- ____ ITN #
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- ____ County Administrator
- X Board of County Commissioners
  Agenda Date 11-9-21 Item # 14
- ____ Pursuant to Board Policy # ____

Comments: Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

Routing:

Required	Initials	Date	
X	SI	2-24-22	Originating Division Public Works and Eng Services
X	CW	2-24-22	Group Director Charles Wu, Acting Director
	DS	3/3/2022	Purchasing
			County Attorney's Office
	DS	3/3/2022	Deputy or Assistant County Administrator
			County Administrator
	DS	3/4/2022	Chairman, BCC
			Clerk's Office (Finance)

Return completed documents to: Sam Ijeoma and Robin Tucker

PUR103 Rev. 02/19

NOTICE

Notice is hereby given, pursuant to Section 197.3632(3), Florida Statutes, that the Board of County Commissioners of Leon County, Florida, intends to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting sewer service usage charges and readiness-to-serve charges on the following real properties:

LOTS 3, 4, AND 5, BLOCK "A", BELAIR SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. ALSO A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "A", BELAIR SUBDIVISION, AS ABOVE DESCRIBED, AND RUN THENCE WEST 100.2 FEET TO THE EAST RIGHT OF WAY BOUNDARY OF STATE ROAD NO. 10 (ST.MARKS HIGHWAY), THENCE RUN NORTH 21 DEGREES 07 MINUTES WEST ALONG THE SAID BOUNDARY OF SAID HIGHWAY A DISTANCE OF 387.03 FEET, THENCE RUN EAST 249.56 FEET, THENCE SOUTH 360.33 FEET TO THE POINT OF BEGINNING. ALSO BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "A", BELAIR SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE WEST 110.2 FEET TO THE EAST BOUNDARY LINE OF STATE ROAD NO. 363 (FORMERLY STATE ROAD N0.10), THENCE RUN SOUTH 21 DEGREES 07 MINUTES EAST 21.34 FEET ALONG SAID EAST BOUNDARY OF STATE ROAD NO. 363, THENCE RUN EAST TO A POINT 20 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 5, THENCE RUN NORTH 20 FEET TO THE POINT OF BEGINNING. ALSO BEGINNING AT A MONUMENT AT THE INTERSECTION OFTHE EAST BOUNDARY LINE OF STATE ROAD NO. 10 AND THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, AND EXTENDING NORTH TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, THENCE RUNNING WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19 TO THE EAST BOUNDARY OF STATE ROAD NO. 10, THENCE RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE EAST BOUNDARY OF STATE ROAD N0. 10 TO THE POINT OF BEGINNING. BEING IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST. SUBJECT TO THE FOLLOWING EASEMENT FOR INGRESS AND EGRESS: BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK "A", BELAIR SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA RUN THENCE WEST 110.2 FEET TO THE EAST BOUNDARY LINE OF STATE ROAD NO. 363, ALSO KNOWN AS THE WOODVILLE HIGHWAY (FORMERLY STATE ROAD NO. 10), THENCE RUN NORTH 21 DEGREES 07 MINUTES WEST ALONG THE SAID BOUNDARY OF SAID HIGHWAY A DISTANCE OF 280.03 FEET TO THE CENTER OF A DIRT ROAD, THENCE FOLLOWING THE CENTERLINE OF THE AFORESAID DIRT ROAD AND FOR A WIDTH OF 7.5 FEET ON EITHER SIDE OF THE SAID CENTER LINE, RUN GENERALLY EAST AND NORTHEAST FOR A DISTANCE OF 184 FEET, MORE OR LESS , TO A POINT 21.S FEE! EAST OF THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF REAL PROPERTY DESCRIBED IN DEED BOOK 74, PAGE 303, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. ALSO LOTS 6 AND 7, BLOCK "A", BELAIR, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87 PUBLIC RECORDS OF LEON COUNTY, FLORIDA. LESS AND EXCEPT: A PART OF LOT 6, BLOCK "A", BELAIR, AS PER MAP OR PLATTHEREOFRECORDED IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 6, BLOCK "A", BELAIR, AS PER MAP OR PLAT THEREOF RECORDED

IN PLAT BOOK 2, PAGE 87, PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND THENCE RUN EAST ALONG THE NORTH BOUNDARY OF LOT 6, A DISTANCE OF 140.07 FEET, THENCE RUN SOUTH 188.70 FEET, THENCE RUN WEST 140.07 FEET TO THE WEST BOUNDARY OF LOT 6, THENCE RUN NORTH ALONG THE WEST BOUNDARY OF LOT 6, A DISTANCE OF 188.70 FEET TO THE POINT OF BEGINNING.

A PART OF LOT 6 OF "BELAIR," A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA MORE PARTICULARY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 6 AT "BELAIR," AS A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; AND THEN RUN EAST ALONG THE NORTH BOUNDARY OF LOT 6 A DISTANCE OF 140.07 FEET, THEN RUN SOUTH (88.70 FEET, THENCE RUN WEST 140.07 FEET TO THE WEST BOUNDARY OF LOT 6; THEN RUN NORTH ALONG THE WEST BOUNDARY OF LOT 6 A DISTANCE OF 188.70 FEET TO THE POINT OF BEGINNING.

These properties being in Leon County, Florida.

The assessment is intended to recover all charges related to sewer service, including readiness-to-serve charges, for such real property where the property owners do not have a City of Tallahassee metered utility account.

Notice is also hereby given that the Board of County Commissioners of Leon County, Florida, will conduct a public hearing on Tuesday, December 10, 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 utilizing the Uniform Method of levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting sewer service usage charges and readiness-to-serve charges on the real property located as described above.

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, December 9, 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: November 11, 18 & 25, 2024; December 2, 2024.

Leon County
Board of County Commissioners

Notes for Agenda Item #25

Leon County Board of County Commissioners

Agenda Item #25

December 10, 2024

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider Adopting a Resolution of Intent to Utilize the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located in the Northeast Lake Munson Sewer System Project Area

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff / Project Team:	Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider adopting the proposed Resolution to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on certain real property located in the Northeast Lake Munson Sewer System Project Area.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the Resolution of 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 certain real property located in the Northeast Lake Munson Sewer Project Area.

Report and Discussion

Background:

This item requests the Board conduct the first and only public hearing to consider adopting the proposed Resolution (Attachment #1) to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on certain real property located in the Northeast Lake Munson Sewer System Project Area.

On November 19, 2024, the Board approved the scheduling of the first and only public hearing to consider adopting a resolution of intent to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on certain real property located in the Northeast Lake Munson Sewer System Project Area. A resolution of intent must be adopted at a public hearing prior to January 1, when a local government, authorized to impose a non-ad valorem assessment, elects to use this method of collection for the following year. The non-ad valorem assessment will be utilized for approximately 70 parcels in the project area that do not currently have a metered City utility account (e.g., an account with the City for water, gas, or electrical service) consistent with the Board approved Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community. The number of parcels will be finalized when the City transmits an invoice to Leon County next year. The assessment will collect a readiness-to-serve charge, which 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, as well as applicable sewer usage charges for properties who connect to the sewer system through the Project.

On September 9, 2024, a Status Report was provided to the Board outlining the County's decades-long commitment to improving and protecting area waterbody health through seven interlocal agreements with the City to support septic-to-sewer projects, as well as information on the applicable laws relating to utility service areas, and the City's rate-setting authority (Attachment #2). Leon County has seven interlocal agreements with the City to support septic-to-sewer projects. The Interlocal Agreement with the City for the Provision of Water and Sewer Service to Northeast Lake Munson Community (the "Interlocal Agreement") was approved by the Board on November 9, 2021, whereby the County and City agreed to their respective roles and responsibilities to support the construction and transfer of the sewer system (Attachment #3).

The County committed to the design, engineering, permitting, property acquisition, and construction for the Project, which was funded in part through a Springs Restoration Grant from the Florida Department of Environmental Protection (FDEP) and American Rescue Plan Act (ARPA) funds. The City agreed to accept all property and easements for ownership, operation, maintenance, repair, and replacement of the sewer system. Per Section 5 of the Interlocal

Agreement, if a property has a City utility account for a metered service (e.g., water, gas, or electrical service), the City shall bill the recurring sewer service charges in the Northeast Lake Munson area through the customer's City utility account. However, for the approximately 70 properties that do 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.

The Northeast Lake Munson Sewer System Project is one of two active septic-to-sewer projects undertaken by the County in southern Leon County, in coordination with FDEP and the City of Tallahassee. When complete, the Project will provide sanitary sewer service to properties immediately adjacent to Lake Munson, enabling conversion of 220 existing septic systems to sanitary sewer. This significant investment by the County and funding support from FDEP provides not only a considerable public benefit through protection of our waterbodies, but also minimizes costs to private property owners who wish to connect to sanitary sewer. Based on the number of property owners choosing to convert to sewer service, 176 septic systems (80%) are scheduled to be converted to sanitary sewer at no cost to the property owner, a savings of over $10,000 per property. Because the Project is within three months of completion, anticipated in early 2025, applications for no-cost connections are no longer accepted. Upon completion of the project and transfer of the system to the City of Tallahassee, any fees for the use and maintenance of sewer service become the responsibility of the property owner from that point forward.

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. This assessment will collect the sanitary sewer service charges associated with the Northeast Lake Munson Sewer System Project for properties without a metered City utility account (e.g., City account for water, gas, or electrical service). 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 construction of the Northeast Lake Munson sanitary sewer system is anticipated to be complete in early 2025 and accepted thereafter by the City of Tallahassee for ownership, operation, and maintenance. Upon acceptance of the sanitary sewer system by the City, the property owners will be responsible for the sewer service charges associated with the use and maintenance of the sewer system, which include readiness-to-serve charges and sewer usage charges. Sewer service will be available to 240 properties, 220 of which have septic systems. Of these properties, approximately 70 are without a City metered utility account, and therefore a flat amount will be assessed to each property owner on their annual tax bill. 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 (listed on City utility bills as a customer charge for those properties that are connected to the sewer system) 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 and available to customers.

Usage Charges

Sewer usage charges are only applicable to properties connected to the sanitary sewer system. Usage charges, which cover wastewater generated by a property, are calculated based on the amount of potable water the property uses. However, for properties that do not receive City potable water, they are instead charged with a flat sewer service usage rate pursuant to Section 21-402(c), Tallahassee Code of Ordinances. This flat usage 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 of the Tallahassee Code of Ordinances, the County/City Water and Sewer Interlocal Agreement, and the County/City Parks and Recreation Interlocal Agreement.

According to the Interlocal Agreement, the first assessment is to be collected as soon as reasonably possible following City acceptance of the sewer system. The sewer service charges are calculated on a fiscal year basis and are collected on the following annual property tax bill. The City is anticipated to accept the system in early 2025 and the County intends to first levy the non-ad valorem assessment on the November 2025 property tax bills for sewer service charges incurred in FY 2025. In order to levy the assessments in on the November 2025 tax bill, the Board must schedule the public hearing and adopt the Resolution of Intent prior to January 1, 2025. The first assessment will cover the period from the date the City accepts the system through the end of the FY 2025. The first (partial) year of service is billed at a pro-rated rate based on the date of acceptance by the City.

The annual assessment amounts are set by the City based on the current rate structure, and can increase each year based on the consumer price index. For reference, the November 2024 tax bills for properties where the County completed septic-to-sewer projects included an annual sewer charge assessment of $991.48 for properties connected to sewer and $444.12 for properties without sewer service. The exact assessments cannot be calculated until the date of City acceptance is known.

A Resolution of Intent to Utilize the Uniform Method of Levy, Collection, and Enforcement of Non-Ad Valorem Assessments must be adopted at a public hearing prior to January 1st, when a local government, authorized to impose a non-ad valorem assessment, elects to use this method for the following year.

This item requests the Board conduct the first and only public hearing for the adoption of the Resolution of Intent for certain real property located in the Northeast Lake Munson Sewer System Project Area. The Notice of Public Hearing has been published in the local paper for four consecutive weeks, as required by Section 197.3632, Florida Statutes (Attachment #4).

Options:

1. Conduct the first and only public hearing and adopt the Resolution of Intent (Attachment #1) 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 certain real property located in the Northeast Lake Munson Sewer Project Area.
2. Conduct the first and only public hearing and do not adopt the Resolution of 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 certain real property located in the Northeast Lake Munson Sewer Project Area.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution of 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 certain real property located in the Northeast Lake Munson Sewer Project Area
2. Status Report on the Interlocal Agreements with the City of Tallahassee for Central Sewer Utility Services
3. Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community
4. Notice of Public Hearing

LEON COUNTY RESOLUTION NO. 24-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, STATING THE INTENT TO UTILIZE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS FOR THE PURPOSE OF COLLECTING THE FULL AMOUNT OF ALL CHARGES RELATED TO SEWER SERVICE IMPOSED ON CERTAIN REAL PROPERTY LOCATED IN NORTHEAST LAKE MUNSON PROJECT AREA; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on March 11, 2022, Leon County, Florida ("County") and the City of Tallahassee ("City") entered into that certain Interlocal Agreement for the Provision of Sewer Service to Northeast Lake Munson Project 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 depicted in the Interlocal Agreement as "Northeast Lake Munson Project Area," which includes the following parcels of real property:

> PARCELS IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA,; PARCELS IN YON'S LAKESIDE ESTATES, FOURTH ADDITION AND YON'S LAKESIDE ESTATES, FOURTH ADDITION IN SOME PARCELS ARE LOCATED WITHIN YON'S LAKESIDE ESTATES, THIRD ADDITION THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA; PARCELS IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, SOME PARCELS ARE LOCATED WITHIN YON'S LAKESIDE ESTATES, THIRD ADDITION; PARCELS IN YON'S LAKESIDE ESTATES, YON'S LAKESIDE ESTATES, FIRST ADDITION, YON'S LAKESIDE ESTATES, SECOND ADDITION AND IDLEWILD SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA; PARCEL IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH RANGE 1 WEST, LEON COUNTY, FLORIDA.

These properties being in Leon County, Florida; and

WHEREAS, in the Interlocal Agreement the County agreed to design, permit, and construct the Sewer System to serve Northeast Lake Munson Project Area, including the Parcels, 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, in the Interlocal Agreement the County agreed to use its best efforts to have property owners 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 through a non-ad valorem assessment on the property owner's annual property tax bill; and

WHEREAS, Section 197.3632, Florida Statutes, establishes the uniform method for the levy, collection and enforcement of non-ad valorem assessments (the "Uniform Method") and authorizes the County to elect to utilize the Uniform Method; and

WHEREAS, the County desires to utilize the Uniform Method for the purpose of collecting the full amount of all applicable charges related to sewer services provided to the Parcel, which does not have a City utility account for metered service; and

WHEREAS, in accordance with section 197.3632(3)(a), Florida Statutes, the County has published notice of its intent to use the Uniform Method for levying, collecting, and enforcing such non-ad valorem assessments on the Parcel.

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

Section 1. Intent to Utilize the Uniform Method.

(a) Pursuant to section 197.3632(3)(a), Florida Statutes, the Board hereby states its intent to utilize the Uniform Method of levying, collecting, and enforcing any and all non-ad valorem assessments for the provision of sewer services to the Parcel.

(b) The non-ad valorem assessment will be imposed only on the Parcel as follows: (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 in accordance with Section 21-324, City of Tallahassee Code.

(c) The Board hereby determines that the levy, collection, and enforcement of all such non-ad valorem assessments is needed to pay or fund the cost of providing sewer services to the Parcel and is in the best interest of the County.

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 10th day of December, 2024.

LEON COUNTY, FLORIDA

By: _____
Brian Welch, Chairman
Board of County Commissioners

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

By: _____

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

By: _____

Leon County Board of County Commissioners

Agenda Item #21

September 17, 2024

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Interlocal Agreements with the City of Tallahassee for Central Sewer Utility Services

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Public Works Director Charles Wu, Engineering Services Director, Public Works
Lead Staff / Project Team:	Kyle L. Kemper, Senior Assistant County Attorney Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

As requested at the July 9, 2024 meeting, this item seeks Board acceptance of a status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.

Report and Discussion

Background:

This item seeks Board acceptance of a status report on the various interlocal agreements with the City of Tallahassee (City) and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area. On July 9, 2024, pursuant to an interlocal agreement with the City of Tallahassee, the Board conducted a Public Hearing to establish the FY 2025 Non-Ad Valorem Assessments for Sewer Service in the Killearn Lakes Plantation Subdivision Units 1 and 2. The Board requested additional information on the County's interlocal agreements with the City for sewer services, the non-ad valorem assessment rates established by the City, and the assessment collection methods to support sewer services. This item provides the requested information including summaries on the seven existing interlocal agreements and an overview of applicable laws relating to utility service areas and the City's rate-setting authority.

This report advances the following FY2022 – FY2026 Strategic Initiatives and Bold Goal:

- *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 the 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 and Bold Goal align with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

The Board's commitment to enhancing water quality in the County and the region has spanned several decades with substantial investment. After long-standing difficulties with failing septic systems and poor water quality in Killearn Lakes Plantation, the Board recognized the water quality benefit of converting failing septic systems to central sewer. This led to a long-term partnership with the City, including a water and sewer franchise agreement and the County's first septic-to-sewer project in Killearn Lakes Plantation.

In more recent years, the County has prioritized septic-to-sewer projects for properties situated within the Primary Springs Protection Zone in southern Leon County. These projects are critical to the restoration and long-term preservation of the Lower St. Marks-Wakulla Rivers Watershed, and in particular Wakulla Springs, by reducing nitrogen levels entering groundwater, which has caused the decline of water quality in the Wakulla River. Through adoption of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (Springs Improvement Plan), the County and the Florida Department of Environmental Protection (FDEP) have allocated

over $63 million to ultimately provide sewer service to over 1,500 properties on septic tanks, all within the Wakulla Springs Priority Focus Area (PFA).

Over the years, the County and the City have entered into seven interlocal agreements regarding the provision of central sewer, and through these agreements, the County has undertaken several septic-to-sewer projects including Killearn Lakes Plantation Units 1 and 2, Woodside Heights Subdivision, Belair/Annawood, Woodville, and Northeast Lake Munson. While the design and construction of these projects was funded by Leon County and FDEP Springs Improvement Grants, property owners within the service areas are responsible for sewer charges for their individual properties after central sewer utility service becomes available. Further details on the interlocal agreements and the fees, rates, and collection methods associated with the provision of central sewer utility services are included in the Analysis section below.

Analysis:

This item outlines the County's decades-long commitment to improving and protecting area waterbody health through interlocal agreements with the City to support septic-to-sewer projects in the most vulnerable areas of unincorporated Leon County. The current interlocal agreements between the City and County relating to the provision of sewer utility services are listed below and began with Killearn Lakes Plantation Units 1 and 2 (Killearn Lakes), and expanded to areas in southern Leon County as the focus shifted to the Wakulla Springs PFA:

- Water and Sewer Agreement, dated May 10, 2005 (Attachment #2)
- Parks and Recreation Agreement, dated May 10, 2005 (Attachment #3)
- Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (Attachment #4)
- Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision, dated March 14, 2016 (Attachment #5)
- Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, dated March 20, 2019 (Attachment #6)
- Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020 (Attachment #7)
- Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community, March 11, 2022 (Attachment #8)

By the beginning of this century, septic tank failures were common in Killearn Lakes due to unsuitable soil and topographic conditions, small lot sizes, inadequate stormwater drainage, and inaccurate water table indicators. Individual property owners incurred the costs of frequent septic tank pumping, and the septic tank failures impacted the larger community as evidenced by unsafe levels of fecal coliform and other bacteria found at several sampling stations throughout Killearn Lakes.

In response to public concern over these septic tank failures, the Board adopted Ordinance 03-33, which established a special development zone and created additional regulations for new septic tanks within Killearn Lakes. When those regulations did not resolve the matter and led to legal challenges, the Board took additional action and in 2004 imposed a moratorium on all development orders for vacant lots in Killearn Lakes not served by sanitary sewer until a central sanitary sewer system could be constructed to serve those properties.

Recognizing that sewer service not only provides a special benefit to individual property owners but also benefits the community as a whole, the Board provided direction to enter into negotiations with the City on several topics, including the provision of central sewer utility services to Killearn Lakes. At its April 12, 2005 meeting, the Board approved a Memorandum of Agreement (MOA) (Attachment #1). Among other things, the MOA stated that the County and City would pursue the implementation of the following:

(i) extension of the Parks and Recreation Agreement to include authorization for the City to impose a 50% surcharge for water and wastewater utility services in the unincorporated areas;

(ii) the County's grant of an exclusive water and/or sewer franchise to the City covering all unserved or non-franchised areas in the unincorporated areas;

(iii) the County's grant of a sewer franchise to the City for all portions of Killearn Lakes Plantation Units 1 and 2 not franchised or served by existing central sewer utility service;

(iv) the City's agreement to provide sewer utility service to Killearn Lakes once the County constructs a sewer system for that area; and

(v) the County's agreement to impose special assessments to collect sewer charges in Killearn Lakes.

At its May 10, 2005 meeting, the Board acted on the initiatives in the MOA and approved the Water and Sewer Agreement, (Attachment #2), a new Parks and Recreation Agreement (Attachment #3), and the Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2 (Attachment #4).

Since then, the City and County have entered into four additional interlocal agreements related to the Board's goal to upgrade or eliminate septic tanks in the Primary Springs Protection Zone in southern Leon County, and the State requirement to improve groundwater quality through nutrient reduction projects in the Wakulla Springs PFA, as identified in the Upper Wakulla River and Wakulla Springs Basin Management Action Plan (Wakulla Springs BMAP), adopted in 2018. The four additional agreements are; the Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision (Attachment #5), the Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (Attachment #6), the Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020 (Attachment #7), and the Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community (Attachment #8). All seven interlocal agreements are

summarized in more detail herein as they relate to the provision of central sewer utility service to the unincorporated areas.

Water and Sewer Agreement, dated May 10, 2005

The County and City entered into the Water and Sewer Agreement, effective May 10, 2005. Among other things, this agreement identifies the roles and responsibilities of the County and City, and:

- grants the City exclusive water and sewer franchises;
- establishes and prioritizes target water and sewer areas particularly in need of water/sewer service;
- authorizes the City to assess a 50% surcharge on water and sewer customers located in the unincorporated areas;
- requires the City to develop and maintain a long range master plan for water and sewer service within the franchised areas;
- sets forth criteria for the availability of water and sewer service to new development;
- establishes utility construction standards;
- contains indemnification requirements;
- addresses dispute resolution, with a prevailing party attorney fees provision in the event of litigation.

As noted above, the Water and Sewer Agreement granted the City exclusive franchises to provide water and sewer services to all properties located in the County not within an existing or applied-for franchise. The County has the power to grant exclusive franchises to provide central sewer utility services within the unincorporated areas and, by accepting the franchise, the City is the sole provider of water/sewer utilities in these areas. The agreement identified initial Target Water and Sewer Service Areas (the Target Areas), and the parties agreed to prioritize utility service to those areas, which included the Woodville Community, the Centerville Trace Subdivision and the Harbinwood Subdivision. These Target Areas are updated periodically. The City and County also agreed to enter into an implementation agreement addressing the rights and responsibilities of the City and County in the provision of utility services at the time water and/or sewer service is to be provided in a Target Area. In accordance with the Water and Sewer Agreement, the City is not obligated to participate in funding the design or construction of new sewer systems within unincorporated Leon County, but the City agrees that it will maintain or plan for sewer capacity to serve the identified Target Areas.

Over the years, additional Target Areas have been identified by the County and are included in the City's Master Water Sewer Plan. Consistent with the Water and Sewer Agreement, the City developed and maintains a long-range Master Plan for sewer projects within the franchise area. The City's Sewer Master Plan is a planning tool used to identify current and future infrastructure deficiencies, direct project prioritization through the City's Capital Improvement Program (CIP),

and is updated every five years and submitted to the County for approval. The additional Target Areas identified by the County and City are included in the Sewer Master Plan.

The Water and Sewer Agreement states that all City policies, standards, procedures, regulations, rates, fees, and charges for water and sewer utility services shall be the same for customers inside and outside the City's corporate limits except for surcharge assessments levied for services outside the incorporated areas as provided in the agreement. The City agreed to charge uniform rates to its customers regardless of where they are located but the Water and Sewer Agreement further provides that on top of those rates and charges, the City may also assess a surcharge of up to 50% on water and/or sewer utility services in the unincorporated areas in accordance with Florida Statutes. Pursuant to Section 180.191, Florida Statutes, the City has discretion to assess an additional surcharge for those customers located outside the City limits to the extent allowed by law. The City has consistently elected to impose a surcharge on those customers located in the unincorporated area, and the City has determined that its rates are just and equitable and authorized under Florida law. The County does not have a role in the City's determination of its utility rate structure. The rates and charges are set according to Section 21-402 of the City Code (https://library.municode.com/fl/tallahassee/codes/code_of_ordinances?nodeId=PTIICOGEOR_CH21UT_ARTIXSESEDI_DIV4RACH_S21-402RASC).

The initial term of the Water and Sewer Agreement commenced when the agreement was fully executed, and continues to September 30, 2030. The agreement will extend automatically for unlimited additional five-year periods unless terminated at least twenty-four months prior to the original or extended period. The next opportunity to terminate the agreement is September 30, 2030, which would require written notice of termination prior to September 30, 2028.

Parks and Recreation Agreement, dated May 10, 2005

The Parks and Recreation Agreement was negotiated in conjunction with the Water and Sewer Agreement and is relevant to the provision of the utility services in the unincorporated areas with a financial link between the agreements. The Parks and Recreation Agreement allows residents of the unincorporated areas of the County full and complete access to current and future City parks and recreational facilities and programs, in exchange for quarterly payments by the County to the City, subject to an annual adjustment of 4.25%. The County currently pays the City $1,704,403 annually. This amount is linked to the Water and Sewer Agreement and is subject to renegotiation at the City's option if the City's surcharge on water and sewer utility services outside its corporate limits is reduced below 50% for any reason other than voluntary action by the City, including but not limited to legislation or litigation.

The County and City entered into the Parks and Recreation Agreement, effective May 10, 2005. The initial term of the agreement commenced on October 1, 2005, and continued to September 30, 2020. The agreement extends automatically for unlimited additional five-year periods unless terminated at least twenty-four months prior to the extended period, and the current term expires September 30, 2025. The next opportunity to terminate the agreement is September 30, 2030, which would require written notice of termination prior to September 30, 2028.

Sewer Service Fees, Rate Calculation, and Collection Methods

With respect to its rates and charges, the City has governmental, corporate, and proprietary powers enabling it to operate a utility system. Municipalities are generally exempt from Public Service Commission authority and regulation, and the City has exclusive power and authority to determine its rates and charges, although such rates must be reasonable. Courts will presume that rates established by a municipality through adoption of an ordinance after public hearing are reasonable and typically will not interfere with that process. If a challenge to the rates is brought, the customer bears the burden of proof and the standard of reasonableness is quite difficult to overcome. Additional information on the sewer utility service rates and how they are collected is provided later in this agenda item.

Sewer service rates are set by the City and are assessed for all areas where central sewer utility service is provided, including within City limits and in the unincorporated County. The five septic-to-sewer projects in unincorporated Leon County, as described later in this item, provided incentives to property owners for connection to the sewer system during project construction at no cost to the property owners, a savings of $10,000; however, upon completion of the sewer system and transfer to the City, all applicable sewer service charges are the responsibility of the property owner going forward except the system charge. Under the County's Septic to Sewer projects, a sewer cleanout is installed at each property whether it is signed up for the connection or not. As a result, there will be no system charge to the property owner if the sewer connection is made after the County project is completed. The current system charge is approximately $3,500 for each property and will be adjusted by the City based on the Consumer Price Index.

The sewer service charges include readiness-to-serve charges and usage charges, all of which cover the costs incurred for operating, maintaining, repairing, replacing, and upgrading the sewer system now and in the future. A summary explanation of the rates is provided below.

Readiness-to-Serve Charge

The readiness-to-serve charge is a fixed charge imposed on all properties in a service area to allow the City to cover a portion of the fixed costs of operating and maintaining the sewer system, and other costs incurred to ensure the sewer system has available capacity and is ready to serve when customers choose to connect.

Usage Charges

The sewer usage charges are only assessed on properties that have connected to the sewer system. Because the amount of wastewater generated by a property can vary, usage charges vary and are generally based on the amount of potable water received by a particular property.

Sewer is not a metered utility, meaning the amount of wastewater leaving a property and entering the sewer system is not measured, so standard practice for properties that receive potable water is to calculate sewer usage charges based on the amount of potable water consumption at the property. Since some of the properties in the County's septic-to-sewer project areas do not receive City potable water, a flat sewer service usage charge is imposed, consistent with the City's rate

structure. The City calculates the usage charge by multiplying the annual average household City-billed sewer usage throughout its service area by the usage charge billing rate.

City Surcharge

The City also charges an additional surcharge of 50% of the readiness-to-serve and usage charges for service outside the City limits, and this amount is collected by the City on a utility bill or is an assessment imposed and collected by the County and remitted to the City.

Rate Calculation

The County does not have a role in the rate calculation, but it is obligated to impose and collect the special assessments for all properties not otherwise receiving City metered utility service. All sewer service and utility rates are set by the City in accordance with Section 21-402, Tallahassee Code of Ordinances, and City policy. The City posts its rates annually on its webpage.

Periodically the City conducts a utility rate study which reviews the utility operating and capital costs, as well as the number of accounts and wastewater volume, to determine the rates. The last City rate study was completed in 2021 and is the basis for the current City rates. In addition, the City typically adjusts its utility rates on an annual basis, based on the rate study and annual increases are typically correlated to the consumer price index.

Consistent with the Water and Sewer Agreement and the interlocal agreements, the City provides updated rates to the County. For the Belair/Annawood areas this has occurred on an annual basis, and the County has updated its special assessments each year. For the Killearn Lakes Plantation project area, the City did not provide updated rates until this year; however, it is anticipated that updated rates will be received annually going forward and the adjustments will be reflected on the non-ad valorem assessment each year.

The new 2024 rates for all project areas levied a non-ad valorem assessment by the County were presented at the Board's July meeting and will be reflected on the 2024 tax bills. The City's rates are set in accordance with Ordinance 21-402, with the last rate study completed in 2021.

Sewer Service Fee Assessment and Collection

For property owners in the unincorporated County, the method of collecting the sewer service fees varies based on the septic-to-sewer project area. In addition, the collection method varies dependent on if a property has a metered City utility service (i.e., water, gas, or electric).

Sewer service fees are either collected by the County through a non-ad valorem assessment or by a direct bill from the City. All fees collected by the County are conveyed to the City. The following table outlines how the sewer services fees are collected for each project area.

Table #1: Properties Served by Central Sewer

County Project Area	With City Metered Utility Account		Without City Metered Utility Account	
	Readiness-to-Serve	Sewer Usage Fee	Readiness-to-Serve	Sewer Usage Fee*
Killearn Lakes Units 1 & 2	Non-Ad Valorem Assessment	Billed by City	Non-Ad Valorem Assessment	Billed by City
Woodside Heights	Billed by City	Billed by City	N/A	N/A
Belair / Annawood	Billed by City	Billed by City	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment
NE Lake Munson	Billed by City	Billed by City	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment
Woodville	Billed by City	Billed by City	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment

*For properties not receiving City potable water, a flat sewer service usage charge is imposed, consistent with the City's rate structure. The City calculates the flat sewer usage charge by multiplying the annual average household City-billed sewer usage throughout its service area by the usage charge billing rate.

Table #2: Properties Electing Not to Connect to Available Central Sewer

County Project Area	With City Metered Utility Account	Without City Metered Utility Account
	Readiness-to-Serve	Readiness-to-Serve
Killearn Lakes Units 1 & 2	Non-Ad Valorem Assessment	Non-Ad Valorem Assessment
Woodside Heights	Billed by City	N/A
Belair / Annawood	Billed by City	Non-Ad Valorem Assessment
NE Lake Munson	Billed by City	Non-Ad Valorem Assessment
Woodville	Billed by City	Non-Ad Valorem Assessment

Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005

The Killearn Lakes Plantation Sewer System Project provides sewer service to approximately 1,300 properties in Killearn Lakes Units 1 and Unit 2 area. Concurrent with the execution of the Water and Sewer Agreement and Parks and Recreation Agreement, the City and County entered into the Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (Killearn Lakes Interlocal Agreement). The Killearn Lakes Interlocal Agreement again grants an exclusive franchise to the City to provide sewer utility services to all properties within Killearn Lakes not served by an existing sanitary sewer provider. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Pursuant to the Killearn Lakes Interlocal Agreement, the County constructed a low-pressure sewage collection system and, upon completion in 2006, conveyed ownership of the system to the City for perpetual operation and maintenance. The County also agreed to impose special assessments on properties located within Killearn Lakes for the purpose of collecting annual fees for sewer service. The non-ad valorem assessments were limited to the City's Customer Charge or a Readiness-to-Serve Charge, which is a fixed charge imposed on all utility customers to allow

the City to cover a portion of the fixed costs of operating a utility. The agreement also states the City may assess a surcharge up to 50% on sewer services in accordance with Florida Statutes, also to be collected by the County.

The Killearn Lakes Interlocal Agreement sets forth general indemnity requirements for both parties, but specifically provides that the City will indemnify, defend, and hold harmless the County from all suits, liabilities, damages, costs and expenses resulting from or arising out of any challenge to the special assessments.

The utility construction project was completed in 2006, thereby alleviating the Killearn Lakes neighborhood from the frequent septic system failures with direct impacts onto the health and welfare of that community. Commencing in 2007, the property owners were assessed for readiness-to-serve charges by the County through a non-ad valorem assessment, which appeared on their November 2007 tax bill. Property owners who have connected to the sewer system continue to be assessed readiness-to-serve charges by the County, and are billed for sewer usage charges directly by the City. The County has annually imposed and collected the readiness-to-serve charges since 2007, and has transferred all collected funds to the City. The special assessments were increased this year to bring Killearn Lakes on par with the City's current rate structure. It is anticipated that the City will update its rates annually going forward and the adjustments will be reflected on the non-ad valorem assessments for Killearn Lakes each year.

Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision, dated March 14, 2016

The Woodside Heights Wastewater Retrofit Project provides sewer services to nearly 200 properties in the Woodside Heights Subdivision, a compact neighborhood within the Primary Springs Protection Zone, where septic tanks do not function properly due to poor soil conditions and highly vulnerable groundwater, making it a key area for septic tank phaseout in the Wakulla Springs PFA.

The County and City entered into the Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision, dated March 14, 2016 (Woodside Heights Interlocal Agreement), outlining the roles and responsibilities of each party. Similar to the Killearn Lakes Interlocal Agreement, the County agreed to design, acquire properties, permit, and construct a new central sewer system to serve the Woodside Heights subdivision. The project was funded through an FDEP Springs Improvement Grant with matching funds from the County's share of sales tax water quality funding. Upon completion in 2019, the County conveyed the system to the City for perpetual ownership, operation, maintenance, repair, and replacement. Through this project, property owners were able to connect to the sanitary sewer system during construction at no cost to the owners, a savings of over $10,000 per property.

Pursuant to the Woodside Heights Interlocal Agreement, all properties in the project area are connected to City water, have an established electric utility account with the City, and therefore, are billed sewer service fees by the City directly. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, dated March 20, 2019

The Belair/Annawood Sewer System Project provides sewer service to approximately 121 properties in the Belair/Annawood area, which is adjacent to the Woodside Heights Subdivision within the Primary Springs Protection Zone and also has poor soil conditions and high groundwater vulnerability making the area key for septic tank phaseout in the Wakulla Springs PFA.

The Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, dated March 20, 2019 (Belair/Annawood Interlocal Agreement), required the County to design, acquire property, permit, and construct the sewer collection system in accordance with City standards. The Belair/Annawood Project was funded through an FDEP Springs Improvement Grant with matching funds from the County's share of sales tax water quality funding. The project was split into two phases to reduce construction delays due to property acquisition, with Phase 1 completed in 2021 and Phase 2 completed in 2023. Upon completion of each phase, the system was conveyed to the City for perpetual ownership, operation, maintenance, repair, and replacement. Connection to the central sewer system is generally voluntary until a septic tank fails, but to incentivize connections, the County paid the sewer system connection charges for those owners deciding to connect during project construction, a savings of over $10,000 per property.

The agreement provides that the City shall bill recurring sewer service charges in the Belair/Annawood area through a City customer utility account if an account exists for metered City utility service (i.e., water, gas, or electric). Most of the properties in the area receive a direct bill from the City; however, if a property owner does not have a City metered utility account, the County imposes non-ad valorem assessments to recover all charges related to sewer service, including both a readiness-to-serve charge and a usage charge. All amounts collected through the non-ad valorem assessment are transferred to the City.

Special assessments were first imposed for the properties in Phase 1 of project area on the 2022 tax bills. Properties in Phase 2 of the project will be first assessed on the 2024 tax bill as the non-ad valorem assessments were approved by the Board on July 9, 2024. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

The Northeast Lake Munson Sewer Service Project will provide sanitary sewer service to approximately 220 properties immediately adjacent to Lake Munson and within the Primary Springs PFA. The proximity of the project to Lake Munson, as well as the groundwater vulnerability in the area, make the project not only important for the restoration and protection of Lake Munson, but also the protection of Wakulla Springs.

The Interlocal Agreement for the Provision of Water and Sewer Service to the Northeast Lake Munson Community (Northeast Lake Munson Interlocal Agreement) is very similar to the Belair/Annawood Interlocal Agreement, although this project also includes an option for the City

to install water utilities at its expense, which the City exercised. As with other County septic-to-sewer projects, the County has been awarded an FDEP Springs Restoration Grant with matching funds from the County's share of sales tax water quality funding. Connection to the sewer system is voluntary, but as an incentive to property owners to connect during construction, the County will pay the sewer system connection charges, a savings of over $10,000 per property. Owners may still connect to the system after the project is complete, but at their own expense. Construction is ongoing with expected completion by the end of this year. Upon completion, the City will accept ownership of the system for perpetual operation, maintenance, repair, and replacement.

The Northeast Lake Munson Interlocal Agreement provides that upon completion of the system, the City shall bill recurring sewer utility service charges in the Northeast Lake Munson area through a City customer utility account if an account exists for metered City utility service (i.e., water, gas, or electric). If a property owner does not have a City metered utility account, the County will impose a non-ad valorem assessment to recover all charges related to sewer service, including both a readiness-to-serve charge and a usage charge. All amounts collected by the County through the non-ad valorem assessment will be transferred to the City. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

For those properties that will be subject to a special assessment, staff intends to bring an item to the Board in December to consider adopting a resolution of intent to use the uniform method of levy, collection, and enforcement of non-ad valorem assessments. If adopted, staff will bring another item to the Board next summer to impose the special assessments, which would appear on the 2025 tax bill.

Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020

The Woodville Sewer System Project will ultimately provide sewer service to an estimated 1,000 properties in the more densely developed areas of the Woodville Rural Community, most suitable for central sewer connections. The Woodville Community was an original Target Area identified in the Water and Sewer Agreement and is now a critical project in the Wakulla Springs PFA. The project has been split into four phases due to extensive right-of-way acquisition needs, which allows construction to proceed in areas as right-of-way is acquired.

All four phases of the Woodville Sewer System Project are addressed in the Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community, dated October 20, 2020 (Woodville Interlocal Agreement). The County is responsible for design, property acquisitions, permitting, and construction of the central sewer system, consistent with City standards. If a property owner opts to connect to central sewer utility service, the property owner must also opt to connect to central water utility service if available. The County will also install water taps for those properties located adjacent to the City's central water utility system serving the project area to allow the owners to connect to the water system. If an owner elects to connect to the central water utility system, the County further agrees to extend the water service line as necessary from the property line to the residence or other structure. The first two phases of the

project are funded through an FDEP Springs Improvement Grant and funds from the County's share of sales tax water quality funding.

Upon completion of an approved phase, the City will accept the sewer system and will be responsible for the ongoing ownership, operation, maintenance, repair, and replacement of the system. Similarly, the City will accept all completed water connections, including any easements.

The Woodville Interlocal Agreement provides that the City shall bill recurring sewer service charges through a City customer utility account if an account exists for metered City utility service (i.e., water, gas, or electric). If a property owner does not have a City metered utility account, the County will impose a non-ad valorem assessment to recover all charges related to sewer service, including both a readiness-to-serve charge and a usage charge. All amounts collected through the non-ad valorem assessment will be transferred to the City. With continuous obligations related to the sewer utility service, the agreement sets forth neither a term nor termination provisions.

Conclusion:

The Board's commitment to enhancing water quality in Leon County and the region has spanned several decades with substantial investment. What initially began with failing septic systems and poor water quality in Killearn Lakes has shifted focus to southern Leon County and the protection of Lake Munson and Wakulla Springs. To address these challenges and to implement the Board's goal to upgrade or eliminate septic tanks in the Primary Springs Protection Zone in southern Leon County, the City and County have entered into several interlocal agreements relating to the provision of central sewer services in the unincorporated areas. Historically, the County has incurred the costs of design, property acquisition, permitting, and construction of the various sewage collection facilities, and has sought grants to offset these capital costs. The County seeks to incentivize property owners to connect to the applicable sewer system by paying connection charges and coordinating grant funds to disconnect their septic tanks. Upon completion, the City is responsible for the perpetual ownership, operation, maintenance, repair, and replacement of the sewer systems.

The County does not have a role in the rate calculation, and all sewer service charges are determined by the City through rate studies and consistent with Section 21-402, Tallahassee Code of Ordinances, and City policy. In accordance with the interlocal agreements, the County is obligated to impose and collect the special assessments for all properties not otherwise receiving City metered utility service (i.e., water, gas, or electric). The method of collection of the sewer service utility charges varies by County septic-to-sewer project area. If a property owner receives City metered service, the City bills the owner directly. However, for Killearn Lakes and those instances where there is no metered service, the County is responsible for imposing special assessments to collect the utility rates and charges as set by the City.

Options:

1. Accept the status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.
2. Do not accept the status report on the various interlocal agreements with the City of Tallahassee and the fees, rates, and collection methods regarding the provision of central sewer utility services within portions of the unincorporated area.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Memorandum of Agreement
2. Water and Sewer Agreement
3. Parks and Recreation Agreement
4. Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2
5. Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision
6. Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area
7. Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community
8. Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

Memorandum of Agreement – March 23, 2005

In order to continue to provide the highest level of service to all residents of the City of Tallahassee and Leon County, and to ensure the continuation of these services without interruption, the undersigned to this document have agreed to work cooperatively to avoid disputes and to the extent that disputes arise in relation to these contracts the parties agree to binding arbitration thereto and to pursue the implementation of the following:

A. Parks and Recreation:

1. The City and County agree to a fifteen year extension to the existing Parks and Recreation Agreement, including the authorization for the City to increase the water and sewer surcharge to fifty percent (the surcharge in total will generate approximately $1.5 million annually).

2. For fiscal years beginning October 1, 2005 and October 1, 2006, the County agrees to pay an additional $200,000, over their current $640,000 annual payment, for a total annual payment of $840,000. For the balance of the term, the County agrees to increase the payment by 4.25% annually.

B. Fire Services:

1. The County agrees effective October 1, 2005 to provide $1.0 million annually for the balance of the term of the existing Fire Services Agreement. For any partial year of this agreement, the $1.0 million will be pro-rated accordingly.

2. The City and County agree to extend the existing termination date for a period of six months.

C. EMS/ALS Agreement:

The City and County agree to extend the existing termination date for a period of six months.

D. Water and Sewer Agreement:

The County agrees to grant the City an exclusive water and/or sewer franchise, where ever possible, to all currently unserved or nonfranchised areas in the unincorporated area. The County shall determine to the extent possible where a franchise can be offered to the City where an existing exclusive franchise already exists, and in such case the County will award the City the franchise.

E. Killearn Lakes Units I & II:

1. The County agrees to grant the City the sewer franchise to the City for all portions of Killearn Lakes Units I & II currently not franchised or served by existing sewer.

2. The City agrees that once the County completes a sewer system in KL I & II, the City will be available to provide sewer service to all residents desiring to connect to the system.

3. Any resident with a failed septic system will be required to connect to the sewer system.

4. The County shall not issue any permits for new construction unless the structure is connected to the sewer system.

5. 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.

6. The County agrees to establish a special assessment district for KL I & II for the purpose of providing a mechanism for collection of all annual fees.

7. The County agrees that the City can levy a customer charge ("the readiness to serve charge") for all residents in KL I & II.

8. The City agrees to waive the tap-fee for all residents that connect to the sewer system for the first two years.

9. All residents that connect to the system will be required to pay the systems charge.

10. The City agrees to provide financing for any equipment, systems charges, etc. the homeowner is required to pay for their individual lot under terms and condition consistent with City policy at a rate no higher than being charged any other City customer.

F. Transfer Station:
All rate caps associated with the Operating Fee and the Household Hazardous Waste Program (HHWP Fee) shall be eliminated. The County will not charge the City a rate any higher than the lowest rate charged to any other customer.

G. Completion of Process:
It is the intention of both parties to pursue the creation of specific agreements implementing the above points within 30 days of signing. If the final agreements are not approved by the respective governments by May 16, 2005, then this memorandum of understanding has no standing.

3.23.05
Cliff Thaell/Dated
Chairman, Leon County
Board of County Commissioners

3/23/05
Allan Katz/Dated
Commissioner, City of Tallahassee

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WATER AND SEWER AGREEMENT

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 specifically determined that it is in the best interest of the citizens of the County if the City is granted an exclusive water and sewer franchise to serve all of that part of the County that is not currently served by other water and sewer providers, with conditions thereon; and

WHEREAS, the City, by accepting an exclusive water and sewer franchise pursuant to this Agreement, does not waive or relinquish any rights to which it is entitled under Florida Statutes, Chapter 180; and

WHEREAS, the County recognizes that, until such time as the City has its countywide system in place, there are areas of the County that cannot reasonably, efficiently and economically be served by the City and that other water and sewer providers may be able to provide the necessary service and, accordingly, upon notice from the City that the City cannot serve the area, the County will revoke the City's exclusive franchise for any specific geographic area and grant a franchise to another water and/or sewer provider so that the needs of the citizens of the County will be met.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Term. The Term of this Agreement shall commence upon full execution hereof and shall continue until September 30, 2030, unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period.

Section 2. Franchise.

a. The County does hereby grant unto the City, and the City hereby accepts, an exclusive franchise to provide water service to all properties located within the County that are not located within an existing or applied for water franchise area at the time this Agreement becomes effective. Exhibit A identifies all existing water and sewer utility franchise areas at the

time of execution of this Agreement and is attached hereto and incorporated as if fully set forth herein. Further, the County does hereby grant unto the City, and the City does hereby accept, an exclusive franchise to provide sewer service to all properties located within the County that are not located within an existing or applied for sewer franchise at the time this Agreement becomes effective. Both the sewer and water service franchises granted herein shall be subject to and contingent upon the terms and conditions contained in this Agreement.

b. Portions of the sewer franchise granted herein are subject to the Tallahassee-Leon County Comprehensive Plan restrictions prohibiting the installation of municipal sewers. The City shall not be obligated to provide service in these areas until such time as amendments are made to the Tallahassee-Leon County Comprehensive Plan, which shall have the effect of partially or completely removing those restrictions.

Section 3. Target Water and Sewer Service Areas.

a. The City and County agree that, within the franchise area granted herein there are specific geographic areas, the Woodville Community, Centerville Trace Subdivision and Harbinwood Subdivisions, hereinafter referred to as Target Areas. It is agreed that these Target Areas are in need of water and/or sewer service due to the lack of proper utilities or the failure of utilities on which they were developed and that these Target Areas will be prioritized for the provision of water and/or sewer services.

b. Target Areas have been identified by the City and County and are attached hereto and incorporated as if fully set forth herein as Exhibit A. Target Areas will be updated annually by the County no later than December 1 of the preceding fiscal year prior to anticipated action by the City.

c. The City and County agree that, at the time that a Target Area is to be provided with water and/or sewer service by others, the City and County will enter into a Target Area Implementation Agreement. Said Implementation Agreement will specify the rights and responsibilities of each party in the provision of the utility service to the Target Area and the terms and conditions of service. The County agrees that the City is not obligated to participate in the development and construction of the water distribution or sewer collection system within the Target Area. The City agrees to provide some or all of the conveyance to or from the Target Area subject to the Implementation Agreement.

d. The City agrees that it will maintain or plan for treatment and disposal capacity to serve the identified Target Areas.

Section 4. Rights and responsibilities of City.

a. The City is responsible for providing water and/or sewer service to all properties located within the franchise area except as provided in this Agreement. City water and/or sewer service to existing developed properties within the franchise area shall be determined on the basis of a site specific evaluation by the City that includes cost feasibility, availability of easements, and other pertinent factors in a manner similar to that used within the City limits.

b. All City policies, standards, procedures, regulations, rates, fees, and charges for water and sewer services shall be the same, inside and outside City 's corporate limits, with the exception of the rebate policy, and as provided herein. City shall have the exclusive right to manage and operate its water and sewer system in the unincorporated area except as limited by this Agreement.

c. The City may assess a surcharge of up to 50% on water and/or 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 c. shall expire.

d. The City shall not require annexation into the City as a condition for providing water and/or sewer service to any property in the franchise area.

e. The City's rights to require connection of existing properties shall be as prescribed in applicable statutes and codes. This agreement does not add to or detract from those rights.

Section 5. Annual Review of Long Range Master Plan.

a. The City shall, within 18 months of the effective date of this agreement, develop and maintain a long range master plan for the provision of water and sewer service within the franchise area granted herein. Said master plans shall be approved by the County and shall be updated and submitted for County approval every five years.

b. The County shall have the right to provide input to the City's budget process concerning priorities for water and sewer projects in the County. Such input shall be provided no later than December 1 of the preceding fiscal year. The City shall submit no later than June 1 the proposed City five-year capital improvement plan (CIP) for water and sewer projects in the County for annual review and approval by the County. City shall submit no later than October 20 to the County the final approved City CIP for water and sewer projects in the County. The CIP shall be based upon the approved long range master plans described above.

Section 6. Determination of City Sewer Service Availability for New Development

a. City sewer service shall be considered available to new developments which require site and development plan approval or issuance of a development order if it is capable of being connected to by the plumbing of a development, establishment or residence which has adequate permitted capacity to accept the sewage to be generated by the development, establishment or residence; and

1. All references to lots in this section are to developments having an average lot size of 2 acres in area or less.

2. For a new development on an existing parcel which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity

flow from the property's drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection exists in a public easement or right-of-way within100 feet of the property line of the lot, residence, or establishment.

3. For a new development on an existing parcel which has an estimated sewage flow exceeding 1,000 gallons per day, a point of connection to a sewer line exists in a public easement or right-of-way that abuts the property of the establishment or is within 400 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

4. For residential subdivisions with 10 lots or less, and for commercial subdivisions with less than 5 lots, a point of connection to a sewer line exists within 400 feet of the development as measured and accessed via existing easements or rights-of-way.

5. For residential subdivisions with 11-20 lots, a point of connection to a sewer main exists within 800 feet of the development as measured and accessed via existing easements and rights-of-way.

6. For residential subdivisions with greater than 20 lots and for commercial subdivisions with 5 or more lots, a point of connection to a sewer main exists within 1200 feet of the development as measured and accessed via existing easements and rights-of-way.

b. The determination of availability of sewer for any new development shall be made based upon existing conditions at the time of the first Site Development Plan review meeting, as defined under Chapter 10, Leon County Code of Laws, except that the City reserves the right to extend its sewer system at its cost to make sewer available in accordance with the availability criteria set forth herein to existing and developing parcels within six months after the issuance of a site plan approval or development order as may be applicable to the new development.

c. When the City sewer system is available within the respective distances specified above, the property owner will be responsible for extending to the sewer main the remaining distance to their property and also for installing any on-site sewer collection system.

d. If the City Manager and the County Administrator or their designees agree that the connection of a development to City sewer is not economically feasible, regardless of the criteria defined herein, said service shall be determined to be not available.

e. The City reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from these criteria subject to mutual agreement between City and developer.

Section 7. Determination of City Water Service Availability for New Development

a. City water service shall be considered available to new developments which require site and development plan approval or issuance of a development order if it is capable of being connected to the plumbing of a development, establishment or residence and has adequate permitted capacity and pressure to supply water to the development, establishment or residence; and

1. All references to lots in this section are to developments having an average lot size of 2 acres in area or less.

2. For a new development on an existing parcel a water main exists in a public easement or right-of-way within 200 feet of the property line of the lot, residence, or establishment.

3. For residential subdivisions with 10 lots or less, and for commercial subdivisions with less than 5 lots, a point of connection to a water line exists within 400 feet of the development as measured and accessed via existing easements or rights-of-way.

4. For residential subdivisions with 11-20 lots, a point of connection to a water main exists within 800 feet of the development as measured and accessed via existing easements and rights-of-way.

5. For residential subdivisions with 20 or more lots, for commercial subdivisions with 5 lots or more, a water system exists within 1200 feet of the development as measured and accessed via existing easements or rights-of-way.

b. The determination of availability of water for any new development shall be made based upon existing conditions at the time of the first Site Development Plan review meeting, as defined under Chapter 10, Leon County Code of Laws, except that the City reserves the right to extend its water system at its cost to make water available in accordance with the availability criteria set forth herein to existing and developing parcels within six months after the issuance of a site plan approval or development order as may be applicable to the new development.

c. When the City water system is available within the respective distances specified above, the property owner will be responsible for extending the water main the remaining distance to their property and also for installing any on-site water distribution system.

d. If the City Manager and the County Administrator or their designees agree that the connection of a development to City water is not economically feasible, regardless of the criteria defined herein, said service shall be determined to be not available.

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e. The City reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from these criteria subject to mutual agreement between City and developer.

Section 8. When City Service is not Available for New Development

a. City shall provide written notification to the County and the property owner within 14 days after the first formal review of the proposed site plan. Said notification shall advise whether service is or is not available, and shall describe the conditions which qualify it as being available. Upon notification that service is not available, property owner shall be allowed to install potable water wells and/or septic sewage systems in accordance with applicable County Codes of Law, or to seek services from another water and/or sewer service provider.

b. If City Service is not available as per notification received by the County described in Paragraph a above, County may, in accordance with Leon County Code and the provisions of this agreement, revoke the franchise for the geographic area in question and grant water and/or sewer franchises to other providers.

Section 9. Standards for Construction and Operation.

a. The City water and sewer construction standards, as they exist or may be modified, shall apply to all City water and sewer franchise area.

b. Standards for the design and construction of water and sewer systems by providers other than City shall be at least equal to those of City. Such standards for water systems shall include minimum requirements for water main sizes, fire hydrant distribution, and flow capacities to provide adequate fire protection.

c. State and Federal regulations relative to the construction and operation of water and sewer facilities shall be adhered to by all utility providers in Leon County.

d. County standards and permit procedures must be adhered to by City and all franchise holders for any water and/or sewer construction that impacts County maintained facilities such as roads or drainage facilities.

Section 10. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within ninety (90) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after Section 11 provisions have been complied with. Upon termination, geographic areas physically served shall be converted into specific water and/or sewer franchises.

Section 11. Dispute Resolution.

a. 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

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Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 11. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. 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.

c. 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 communicate at their earliest opportunity regarding the dispute, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. 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.

e. 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).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. 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.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer

and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or utility issues.

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 12. 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 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.

Section 13. General Provisions.

a. Governing Law and Venue . This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. 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.

f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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h. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

i. Public Bodies. It is expressly understood between the Parties that 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.

j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and 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.

k. 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.

l. 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.

m. 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 dealt with as a dispute under this Agreement.

n. 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. All provisions of the City of Tallahassee Code, particularly Chapter 21 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 February 11, 1993 shall be cancelled as of the effective date of this agreement and shall have no effect upon the terms and conditions of this Agreement, nor the Franchise granted herein.

Attachment #2
Page 26 of 26

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Water and Sewer Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: _____
CLIFF THAELL, Chairman
of the Board of County Commissioners

ATTESTED TO:

By: _____
ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:

By: _____
HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

CITY OF TALLAHASSEE, FLORIDA

By: _____
JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:

By: _____
JAMES R. ENGLISH, Esq.
CITY ATTORNEY

F90-00356
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COMMISSIONERS:

WILLIAM C. PROCTOR, JR.
DISTRICT 1

JANE G. SAULS
DISTRICT 2

DAN WINCHESTER
DISTRICT 3

TONY GRIPPA
DISTRICT 4

BOB RACKLEFF
DISTRICT 5

CLIFF THAELL
AT-LARGE

ED DEPUY
AT-LARGE

PARWEZ ALAM
COUNTY ADMINISTRATOR

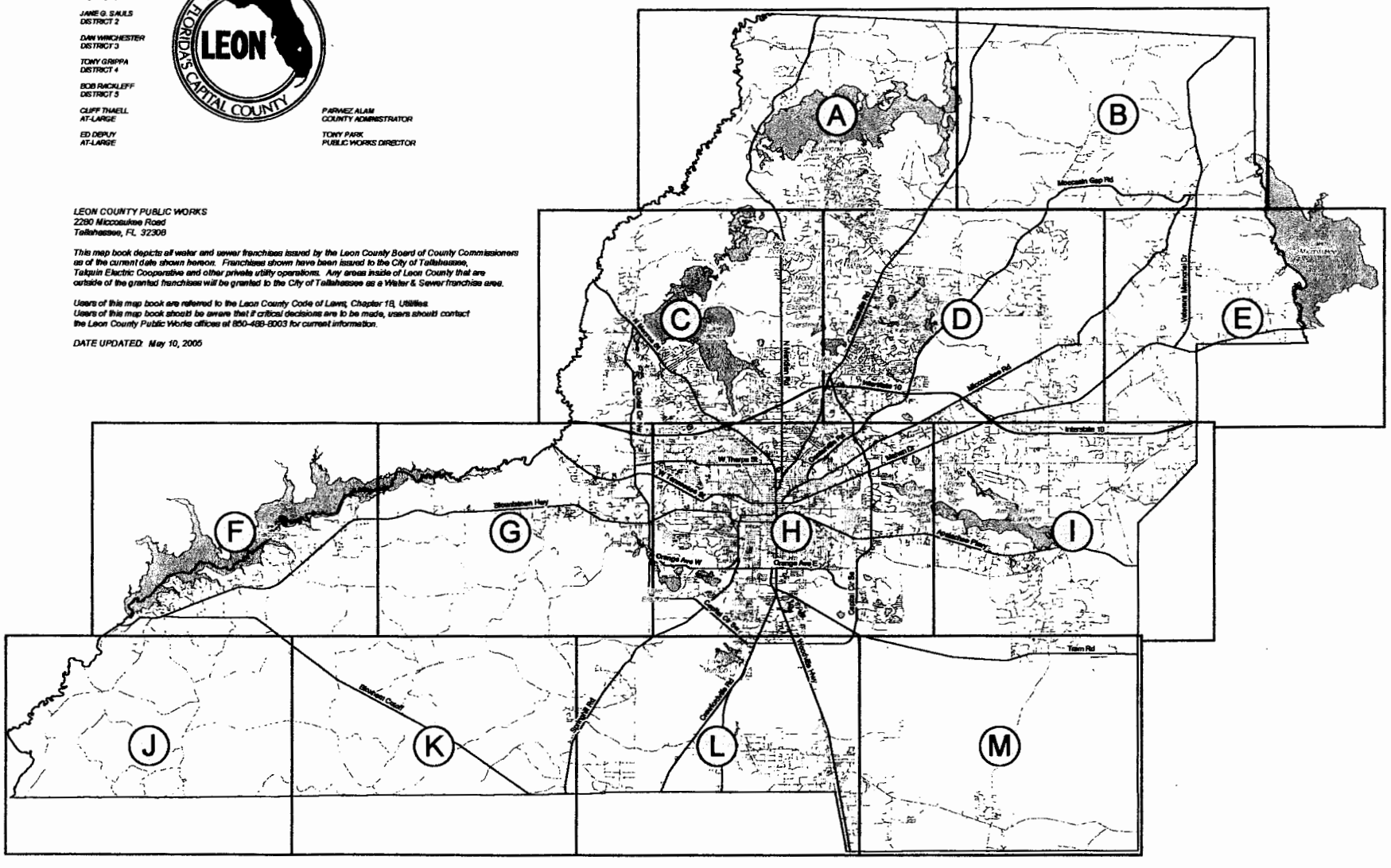
TONY PARK
PUBLIC WORKS DIRECTOR

LEON COUNTY PUBLIC WORKS
2280 Miccosukee Road
Tallahassee, FL 32308

This map book depicts all water and sewer franchises issued by the Leon County Board of County Commissioners as of the current date shown hereon. Franchises shown have been issued to the City of Tallahassee, Talquin Electric Cooperative and other private utility operations. Any areas inside of Leon County that are outside of the granted franchises will be granted to the City of Tallahassee as a Water & Sewer franchise area.

Users of this map book are referred to the Leon County Code of Laws, Chapter 18, Utilities.
Users of this map book should be aware that if critical decisions are to be made, users should contact the Leon County Public Works offices at 850-488-6003 for current information.

DATE UPDATED: May 10, 2006



NOTE: This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purpose only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained or any loss resulting therefrom.

DATE: 4/28/2006 NAME: jcheverdp FILE: T:\arcfiles\utility\franchise\franchise_map\franchise_index_17x22_land220_2006.mxd

0 1 2 3 4 5 Miles

Water & Sewer Utility Franchise Areas and Target Areas

EXHIBIT A: PAGE 1 OF 14

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
EXHIBIT A: PAGE 2 OF 14
A

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
Thomasville Rd
Centerville Rd
Meridian Rd
Bannerman Rd
Velda Dairy Rd
Miccosukee Rd
Old Bainbridge Rd
N
EXHIBIT A: PAGE 3 OF 14
B

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
EXHIBIT A: PAGE 4 OF 14

EXHIBIT A: PAGE 5 OF 14

D

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
EXHIBIT A: PAGE 6 OF 14

EXHIBIT A: PAGE 7 OF 14

Target Areas
Urban Services Area
COT Water & Sewer Franchise Area Limit
Tallahassee City Limits
City Water And Sewer
City Water
Talquin Water and Sewer
Talquin Water
Talquin Water, City Sewer
Private Systems
Parcels
N
W
E
S
EXHIBIT A: PAGE 8 OF 14

Attachment #2
Page 35 of 97

EXHIBIT A: PAGE 10 OF 14

EXHIBIT A: PAGE 11 OF 14

EXHIBIT A: PAGE 12 OF 14

EXHIBIT A: PAGE 13 OF 14

EXHIBIT A: PAGE 14 OF 14

LEON COUNTY
CONTRACT ROUTING SLIP

County Contract No. 2850

✓ Original
___ Renewal
___ Amendment

Division Contact: Tony Park Phone #: 488-8003
Division: Public Works
Location: 2280 Miccosukee Rd
Contractor: City of Tallahassee
Address 300 S. Adams St.
City, State, Zip Tallahassee, Fla 32301

Contract Period: From 5/10/05 To 9/30/2030

Renewal Periods: Number____ Term_____

Contract Total $ Amount:_____

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
✓ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #_____

Agenda Date 5/10/05

Comments:_____

Routing:

Required	Initials	Date	
✓			Originating Division County Atty Dc.
			Purchasing
			Minority/Women Business Enterprise
			Risk Management
			Grants Coordinator
		5/26/05	County Attorney's Office
			County Administrator's Office
✓			Chairman, BCC
✓			Clerk's Office (Finance)

Return completed documents to:_____

Rev. 11/02

PARKS AND RECREATION AGREEMENT

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 City and County wish to enter into a new agreement that will ensure that quality parks and recreation services will continue to be provided to all residents of Leon County in an effective and efficient manner; and

WHEREAS, in accordance with the Water and Sewer Agreement the County has permitted the City to increase the permissible surcharge on water and sewer service to 50% pursuant to Florida Statutes.

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:

1. Term. The Term of this Agreement shall commence on October 1, 2005 and shall continue until September 30, 2020, unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period. The Parks and Recreation Agreement between the Parties dated February 19, 1996 is hereby terminated effective September 30, 2005.

2. Access to Parks and Recreational Facilities. The City agrees to make full and complete access to current and future City parks and recreational facilities and programs available to residents of the unincorporated area of Leon County ("Non-City Residents").

3. Tom Brown and Capital Park. The City will continue to maintain and operate Tom Brown Park and Capital Park.

4. Facility and Participation Fees. Non-City Residents will be charged the same rate as City Residents for use of all facilities and program participation fees.

5. Payment for Services. The County shall pay to the City, in quarterly installments in arrears, the following amounts:

a.	Fiscal Year 2006 (Oct. 1, 2005 - Sept. 30, 2006):	$840,000
b.	Fiscal Year 2007 (Oct. 1, 2006 – Sept. 30, 2007):	$840,000
c.	Fiscal Year 2008 through Fiscal Year 2020:	An additional 4.25% annually.

The amounts set forth above shall be renegotiated, at the City's option, if the City surcharge on water and sewer services outside its corporate limits is reduced below 50% for any reason other than voluntary action by the City, including but not limited to legislation or litigation. This Agreement shall terminate if the parties are not able to successfully renegotiate such amounts within 90 days following the effective date of any such reduction in the surcharge.

6. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after Section 7 provisions have been complied with.

7. Dispute Resolution.

a. 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 7. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. 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.

c. 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.

d. 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.

e. 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).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. 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.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government or parks and recreation issues.

h. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

8. 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 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.

9. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. 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.

f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

h. Ambiguity. This Agreement has been negotiated by the Parties with the advise of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

i. Public Bodies. It is expressly understood between the Parties that 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.

j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and 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.

k. 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 form the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

l. 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.

m. 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 Parks and Recreation Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: _____

CLIFF THAELL, Chairman
of the Board of County Commissioners

ATTESTED TO:

By: _____

ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:
By: _____

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

CITY OF TALLAHASSEE, FLORIDA

By: _____

JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____

GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:
By: _____

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

F91-00300
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LEON COUNTY
CONTRACT ROUTING SLIP

✓ Original
___ Renewal
___ Amendment

County Contract No. 2852

Division Contact: Pat Plocik Phone #: 488-0221

Division: Parks & Recreation

Location: 2280 Miccosukee Rd

Contractor: City of Tallahassee

Address 300 S. Adams St.

City, State, Zip Tallahassee, Fla 32301

Contract Period: From 10/1/05 To 9/30/2020

Renewal Periods: Number____ Term____

Contract Total $ Amount:____

FILED
FOR RECORD
LEON COUNTY FLORIDA
BOB INZER
CLERK CIRCUIT COURT
2005 OCT 25 PM 4:24

Contract Type:	Procurement Method:	Forms Required:
___ Conservation Easement	___ Bid*	___ Public Entity Crimes Statement
___ Construction	___ RFP*	___ Performance Bond
___ Continuing Supply	___ Sole Source	___ Materials & Payment Bond
___ Deed	___ Gov't Entity	___ Warranty Bond
✓ Interlocal Agreement	___ Other (Explain Below)	___ Certification Regarding Debarment
___ Grant		
___ Lease	Insurance Certificates:	
___ Other Services	___ General Liability	*Bid/RFP #____
___ Performance Agreement	___ Professional Liability	
___ Professional Services	___ Workers' Compensation	Agenda Date 5/10/05
___ Purchase	___ Errors & Omissions	
___ Other (Explain below)	___ Automobile Coverage	

Comments:____

Routing:

Required	Initials	Date	
✓			Originating Division County Atty's Dpt.
			Purchasing
			Minority/Women Business Enterprise
			Risk Management
			Grants Coordinator
		5/26/05	County Attorney's Office
			County Administrator's Office
✓			Chairman, BCC
✓			Clerk's Office (Finance)

Return completed documents to:____

Rev. 11/02

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 Killearn 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 Killearn 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 THAELL, Chairman
of the Board of County Commissioners

CITY OF TALLAHASSEE, FLORIDA

By: _____

JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____

ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:
By: _____

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

ATTESTED TO:

By: _____

GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:
By: _____

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

F90-00356
I:/WpDocs/D012/P001/00013767.DOC

LEON COUNTY
CONTRACT ROUTING SLIP

County Contract No. 2851

✓ Original
___ Renewal
___ Amendment

Division Contact: Tony Park Phone #: 488-8803

Division: Public Works

Location: 2280 Miccosukee Rd

Contractor: City of Tallahassee

Address 300 S. Adams St.

City, State, Zip Tallahassee, Fla 32301

Contract Period: From 5/10/05 To until terminated

Renewal Periods: Number ____ Term ____

Contract Total $ Amount: ____

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
✓ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP # ____

Agenda Date 5/10/05

Comments: ____

Routing:

Required	Initials	Date	
✓			Originating Division County Atty Gc.
			Purchasing
			Minority/Women Business Enterprise
			Risk Management
			Grants Coordinator
		5/26/05	County Attorney's Office
			County Administrator's Office
✓			Chairman, BCC
✓			Clerk's Office (Finance)

Return completed documents to: ____

Rev. 11/02

LEON COUNTY
CONTRACT ROUTING FORM

LOGGED IN A16-0239
LOGGED OUT HAS

__x__ Original
___ Renewal
___ Amendment(#)

County Contract No. B-16-062

Division Contact: Theresa Heiker Phone # 606-1500

Department/Division: Public Works

Contractor: City of Tallahassee

Address 300 S. Adams Street

City, State, Zip Tallahassee, FL 32301 Phone _____

Contract Period: From 3/14/16 To Open

Renewal Periods: Number_____ Term_____

Contract Total $ Amount:_____ or check if ___Unit Price Agreement

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
__X__ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #_____

Awarded by
__ Purchasing Director
__ County Administrator
__X__ Board of County Commissioners
Agenda Date 2/9/16 Item # 6

Comments: Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision

Routing:

Required	Initials	Date	
_____	_____	_____	Originating Division Public Works
_____	_____	_____	Group Director
_____	_____	_____	Purchasing
X	[signature]	3/14/16	County Attorney's Office
_____	_____	_____	Deputy or Assistant County Administrator
_____	_____	_____	County Administrator
X	[signature]	3-14-16	Chairman, BCC
X	_____	_____	Clerk's Office (Finance)

03/11/16 15:22:57 Received by Leon County Attorney's Office

Return completed documents to: ***County Attorney's Office***

Be sure to return and file a fully executed agreement with the Financo Division

PUR103 Rev. 05/10

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO WOODSIDE HEIGHTS SUBDIVISION

THIS AGREEMENT, made and entered into this 14th day of March, 2016, by and between 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 Woodside Heights Subdivision that onsite sewage treatment and disposal systems (OSTDS) 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 Northwest Florida Water Management District Springs Restoration Grants to joint-fund construction projects to construct a central sewage collection system ("sewer system") to serve the Woodside Heights Subdivision, located within the Primary Springs Protection Zone; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of Woodside Heights Subdivision that sewer service be provided to the residences in that area by the City of Tallahassee; and,

WHEREAS, the County has confirmed that the Woodside Heights Subdivision lies within the City water and sewer franchise area; and,

WHEREAS, the Woodside Heights Subdivision is within the Lake Munson Target Area identified in the City Master Sewer Plan adopted in January 2010;

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 construct a new central sewer system to serve the Woodside Heights Subdivision. The County will secure all necessary permits for construction of the sewer system, and will secure, for the City and in form(s) acceptable to the City, all property or property rights required for the construction, operation, and maintenance of the sewer system. The sewer system shall be based on gravity 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. 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 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. Upon completion of the sewer system, the County shall convey ownership of the completed sewer system along with necessary easements to City for operation and maintenance and shall take all action necessary to assign to the City all warranties relating to construction of the sewer system, including warranties as to workmanship and material.

4. The County will install sewer taps and will construct, to the property line, the associated sewer service laterals for each lot and parcel within the subdivision. The County shall pay the associated systems charges for all such sewer taps; however, the systems charge for each tap will be equal to two-thirds the amount normally charged by the City. Following City acceptance of the sewer system, the County, utilizing Springs Restoration Grant funds, shall pay the City for all such systems charges. The County shall complete connections to the sewer system for all lots and parcels where permission is granted by the owners. All sewer systems charges shall be invoiced to the County by City following City acceptance of the sewer system and shall be paid within forty-five (45) days following receipt of the invoice by the County.

5. The County shall use its best efforts to have homeowners in the Woodside Heights Subdivision connect to the sewer system.

Section 3. Responsibilities of City.

1. Upon completion of the sewer system and compliance with City specifications and requirements, the City shall accept the sewer system for ownership, operation, and maintenance. The City shall utilize the completed sewage collection system and its existing sewage collection and treatment facilities to provide sewer service to the Woodside Heights Subdivision. City shall not be responsible for any of the provisions of this Agreement until such time as City has accepted ownership of the completed sewer system. The City will not unreasonably withhold acceptance of ownership of the completed sewer system.

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 for inspection and construction related 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 Woodside Heights.

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 gravity sewer main.

Section 4. Terms of Service.

1. Pursuant to Florida Statutes, the Health Department will require that 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 proposed to be connected to the new City sewer system.

3. Any resident desiring to connect to the sewer system may do so at any time that service is available. Residents connecting to the sewer system must also connect to the City water system. Any resident that does not connect to the sewer system will be charged the applicable readiness to serve charge via the City utility bill in accordance with Sec 21-324, City of Tallahassee Code.

4. Sewer service under this Agreement shall be provided subject to applicable City policies (except the rebate policy), standards, procedures, regulations, rates, fees, loan programs and charges; provided, however, as an incentive to homeowners to connect to the sewer system, the City will reduce the sewer system charge by one-third for those connections made within 180 days after being notified by the City that sewer service is available.

Section 5. 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 6. 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.

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.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Woodside Heights Subdivision as of the date written above.

LEON COUNTY,
FLORIDA

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Circuit
Court and Comptroller
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.

CITY OF TALLAHASSEE,
FLORIDA

BY: _____
Rick Fernandez,
City Manager

ATTEST:

BY: _____
James O. Cooke, IV
City Treasurer - Clerk

APPROVED AS TO FORM:
City of Tallahassee Attorney's Office

BY: _____
Lewis E. Shelley, Esq.

19-46

Login # AIR-1140

LEON COUNTY
CONTRACT ROUTING FORM

X Originals (3)
___ Renewal
___ Amendment (#)

County Contract No. B-19-191

Division Contact: Charles Wu, P.E. Phone # 850-606-1546

Department/Division: Leon County Public Works - Engineering Services

Contractor: Justin Hosey, P.E.

Address City of Tallahassee - Water Utilities; 300 S. Adams Street - B-26

City, State, Zip Tallahassee, Florida 32301 Phone # 850- 891-6182

Contract Period: From Date of execution by all parties To

Renewal Periods: Number_____ Term_____

Contract Total $ Amount:_____ or check if ___Unit Price Agreement

RECEIVED
2019 FEB -8 PM 3:18

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
X Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #_____

Awarded by:
__ Purchasing Director
__ County Administrator
X Board of County Commissioners
Agenda Date 12/11/2018 Item # 9

Comments:
Interlocal Agreement with the City of Tallahassee for the Provision of Sewer Service to Belair/Annawood Area (Belair/Annawood Wastewater Retrofit Project)

Routing:

Required	Initials	Date	
X	TH	12/18/2018	Originating Division Engineering Services – Public Works
			Group Director
			Purchasing
X		12/20/18	County Attorney's Office
		1/4/19	Deputy or Assistant County Administrator
X		2.7.19	County Administrator
			Chairman, BCC
X	RV	2/8/19	Clerk's Office (Finance)

RECEIVED
2018 DEC 19 PM 3:17
COUNTY ATTORNEY'S OFFICE

Return completed documents to: Please return all three originals to Theresa Heiker for further signature routing. Thanks

Be sure to return and file a fully executed agreement with the Finance Division

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO BELAIR/ANNAWOOD AREA

THIS AGREEMENT, made and entered into this 20 day of March, 2018, 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

By: _____
Vincent S. Long
County Administrator

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE,
FLORIDA

By: _____
Reese Goad
City Manager

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer - Clerk

APPROVED AS TO FORM:
City Attorney's Office

By: _____
City Attorney

SEAL OF THE CITY OF TALLAHASSEE
INCORPORATED
A.D. 1840

Exhibit A

Belair/Annawood Area

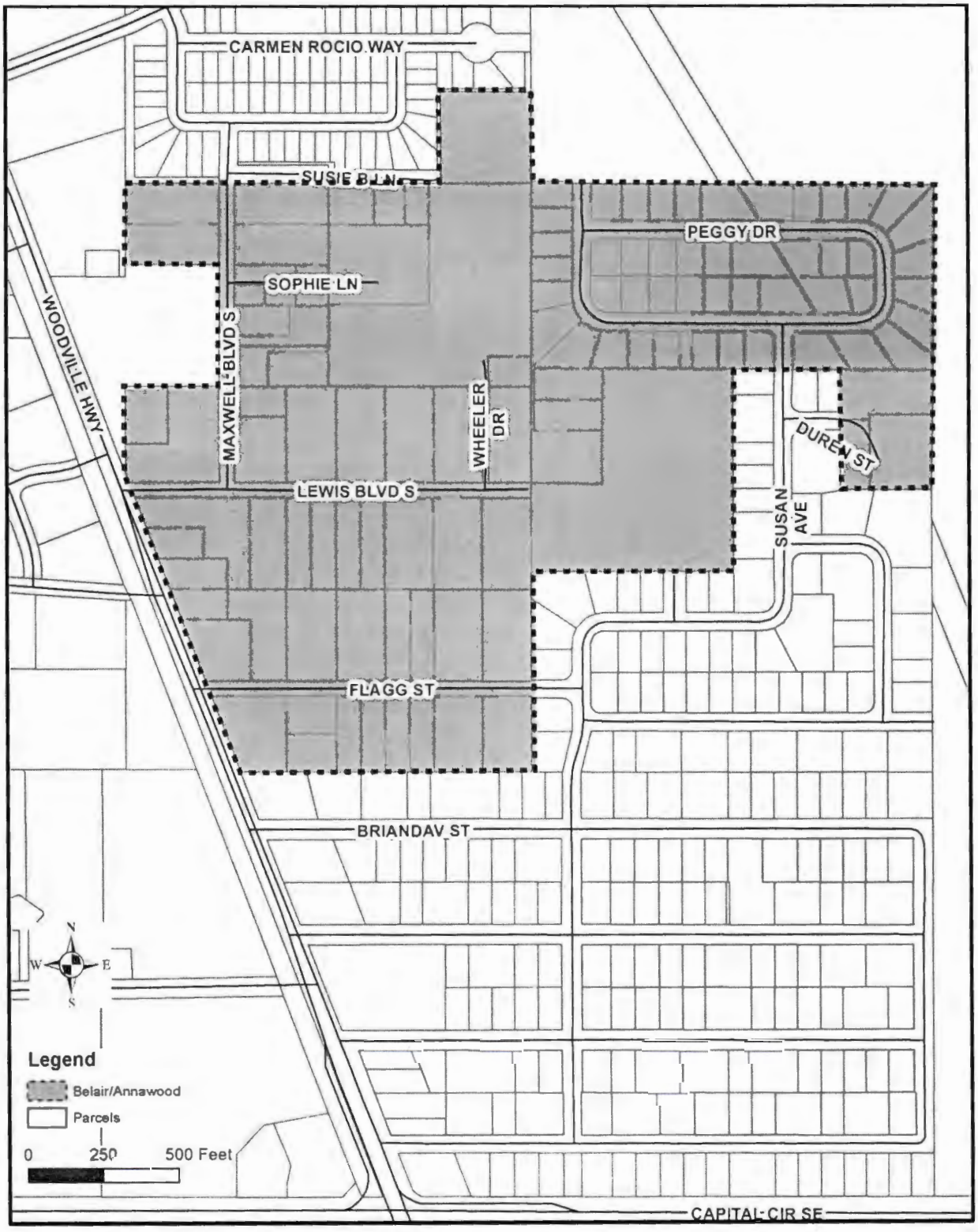

Exhibit A
Page 1 of 1

LEON COUNTY
CONTRACT ROUTING FORM

x Original
Renewal
Amendment #

County Contract No. B-21-031

Contract Manager:	**Theresa Heiker, P.E.**	Phone #:	**(850) 606- 1526**
Division:	**Engineering Services**	Email:	**heikert@leoncountyfl.gov**
Department Contact:	**Patrick Hurley, Esq.**	Phone #:	**(850) 891- 8554**
Department:	**City Attorney's Office**	Email:	**patrick.hurley@talgov.com**
Vendor/Contractor Name:		Contact:	
Address:		Phone#:	
City, State, Zip:		Email:	

Contract Period: From Agreement shall commence upon full execution by both parties To

Renewal Periods: Number Term

Contract Total $ Amount: or check if Unit Price Agreement

Contract Type:
- Easement
- Construction
- Continuing Supply
- Deed
- x Interlocal Agreement
- Grant
- Lease
- Other Services
- Performance Agreement
- Professional Services
- Purchase
- Other (Explain below)

Forms Required:
- Public Entity Crimes Statement
- Performance Bond
- Materials & Payment Bond
- Warranty Bond
- Certification Regarding Debarment

Procurement Method
- ITB #
- RFP #
- ITN #
- Sole Source
- Gov't Entity
- Other (Explain below)

Insurance Certificates
- General Liability
- Professional Liability
- Workers' Compensation
- Errors & Omissions
- Automobile Coverage

Award Authority:
- Purchasing Director
- County Administrator
- Board of County Commissioners
- x Agenda Date **9/29/2020** Item # **9**
- Pursuant to Board Policy #

Title/Description: Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community

Comments: Interlocal Agreement between County and the City for the Provision of Water and Sewer Service to Woodville Rural Community

Routing:

Required	Initials	Date	
X	**TH**	**10/2/2020**	Originating Division
X			Department Director
			Purchasing
X		10/6/2020	County Attorney's Office
			Deputy or Assistant County Administrator
X	vsl	10/9/20	County Administrator
			Chairman, BCC
X	gmm	10/9/2020	Clerk's Office (Finance)

Return completed documents to: **Theresa Heiker, P.E. at 606-1500**

INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER AND SEWER SERVICE TO WOODVILLE RURAL COMMUNITY

THIS AGREEMENT, made and entered into this 20 day of October, 2020, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is the sole local governmental entity to authorize the planning, construction and operation of central water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and,

WHEREAS, the County has recognized a long-standing problem in the Woodville Rural Community: onsite sewage treatment and disposal systems "(OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, has identified areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund the design of a central sewage collection system to serve the Woodville Rural Community in those areas as identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Woodville Project Area"); and

WHEREAS, the Woodville Project Area is located within the Wakulla Springs Primary Springs Protection Zone; and,

WHEREAS, the County has received indications from the Florida Department of Environmental Protection that funding will be provided for the County to construct the sewage collection system after completion of design;

WHEREAS, the County has determined that it is in the best interests of the citizens of the Woodville Project Area that sewer service be provided to the properties in that area by the City of Tallahassee; and,

WHEREAS, the Woodville Project Area lies within the City water and sewer franchise areas; and,

WHEREAS, the Woodville Project Area is within the Woodville Target Area identified in the City Master Sewer Plan adopted in February 2016;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Recitals; Effective Date.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This Agreement shall commence upon full execution hereof by both parties. Funding is available only for design services, and the parties shall proceed with undertaking their respective responsibilities in that regard pursuant to the terms, and subject to the conditions, set forth in this Agreement. The construction provisions of this Agreement will only be applicable if and when the County receives sufficient funding for construction.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new central sewage collection system to serve the Woodville Project Area ("Sewer System"). The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point in the Marpan Sewer Collection System, as identified on Exhibit "A," on the existing City central sewage collection system.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. The County may submit to the City for review and approval alternative design and construction requirements that meet State of Florida requirements and meet the intent and function needed in the City central sewage collection system; however, the City shall have sole discretion to approve or disapprove the County's alternative design and construction submittals. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible. The County may propose to phase construction of the Sewer System to meet funding schedules. Any proposed phasing will be subject to the limitations presented by physical requirements for adequate flow, odor control, and operational constraints. The County shall obtain City approval for any proposed phasing prior to completing design of the proposed first phase and before completing design of any subsequent phase where a later phase is proposed.

3. The City is intended to be a third-party beneficiary of the contracts for construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the contractor shall be directly liable to the County and the City for the proper and

timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to construction, materials and equipment are assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the right of way line and that easements for such piping are not required and will not be accepted.

4. For each parcel located within the Woodville Project Area, regardless of whether the parcel will be connected to the Sewer System while it is under construction, the County will install, sewer taps and will construct, to the property line, the associated gravity sewer service laterals for each such parcel. The County will use its best efforts to have property owners in the Woodville Project Area agree to connect to the Sewer System while it is under construction. The County will extend the sewer lateral or grinder pumping system as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels where the owner agrees to connect to the Sewer System while it is under construction. The City will not own or be responsible for maintenance activities for grinder pumping systems installed by the County.

5. For any parcel located within the Woodville Project Area that (i) is not currently connected to the central water system serving the Woodville Project Area ("Water System"), (ii) has an adjacent water main available for connection to the Water System, and (iii) has an agreement to be connected to the Sewer System and Water System while the Sewer System is under construction, the County, or its Contractor, will, at no cost to the City, install water taps to the water main and will construct, to the property line, the associated water service lines for each such parcel meeting these three criteria. The County will use its best efforts to have property owners in the Woodville Project Area agree to connect to the Water System while the Sewer System is under construction. For any such parcels, the County will extend the water service line as necessary to complete the connection to the Water System, from the property line to the residence or other structure.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or approved phase thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to the Woodville Project Area. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement to provide sewer service until the City has accepted the Sewer System or Phase thereof, as applicable, for ownership, operation, and maintenance. The City will not unreasonably withhold acceptance of the completed Sewer System or Phase thereof, for ownership, operation, and maintenance.

2. Upon completion of any water service connections to the Water System by the County, and compliance with City specifications and requirements, the City shall accept the water service connection from the main to the meter of the connecting property owner, including any easements necessary for ownership, operation, maintenance, repair, and replacement of the water service. In cases where there will be remote metering, the City shall accept the water service connection from the main to the property line. Any back flow devices required for remote metering will not be owned or maintained by the City.

3. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

4. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside the Woodville Project Area.

5. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the Water System, if the Water System is available. Sewer service is considered available if the property owner's parcel is adjacent to a right-of-way or easement where sewer service is present and accessible via gravity; .the system has been accepted by the City; and the property owner has been notified by the City that sewer service is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any building permits for new construction within the Woodville Project Area if the completed Sewer System, or phase thereof, available to serve the new construction area has been accepted by the City unless the new construction is proposed to be connected to the completed Sewer System.

5. Should the County become aware of a failing septic system in the Woodville Project Area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of construction and acceptance for ownership by the City of any phase of the Sewer System, the County will pay to City the sewer System Charges for each parcel for which a tap was installed within that phase, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of System Charges in this manner, the City will reduce the System Charge applicable to the Woodville Project Area parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System.

4. The City will bill recurring sewer service charges in the Woodville Project Area through a metered City water or electric utility account if an account exists for a metered City utility service. If a property owner does not have a metered City water or electric utility account, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service or a partial year of readiness-to-serve charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability, or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service or readiness-to-serve charges not previously assessed or collected. The sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection, if such connection is made. The County will ensure that all charges related to sewer service or readiness to serve will be assessed within two years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Woodville Project Area. The City is responsible for ensuring such information is accurate, including but not limited to the dates of

connection and the rates for each parcel. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Woodville Project Area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit to the City the full amount of the charges that should have been assessed.

8. The County agrees to use all the collection procedures available to it pursuant to Section 125.01, Florida Statutes, and Section 197.3632, Florida Statutes, to collect and remit to the City the assessed sewer charges from each property within the Woodville Project Area.

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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."

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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.

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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.

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10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Water and Sewer Service to Woodville Rural Community as of the date written above.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

CITY OF TALLAHASSEE, FLORIDA RCM
RCM

By: _____
Raoul Lavin (Oct 20, 2020 13:03 EDT)
Reese Goad
City Manager

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

By: _____

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer - Clerk

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

By: _____
Digitally signed by Kyle L. Kemper
DN: cn=Kyle L. Kemper, o=Leon County, ou, email=KemperK@leoncountyfl.gov, c=US
Date: 2020.10.06 16:05:58 -04'00'
Kyle L. Kemper, Assistant County Attorney

APPROVED AS TO FORM:
City Attorney's Office

By: _____ for
City Attorney

SEAL OF THE CITY OF TALLAHASSEE INCORPORATED A.D. 1840

Exhibit "A"
Woodville Project Area

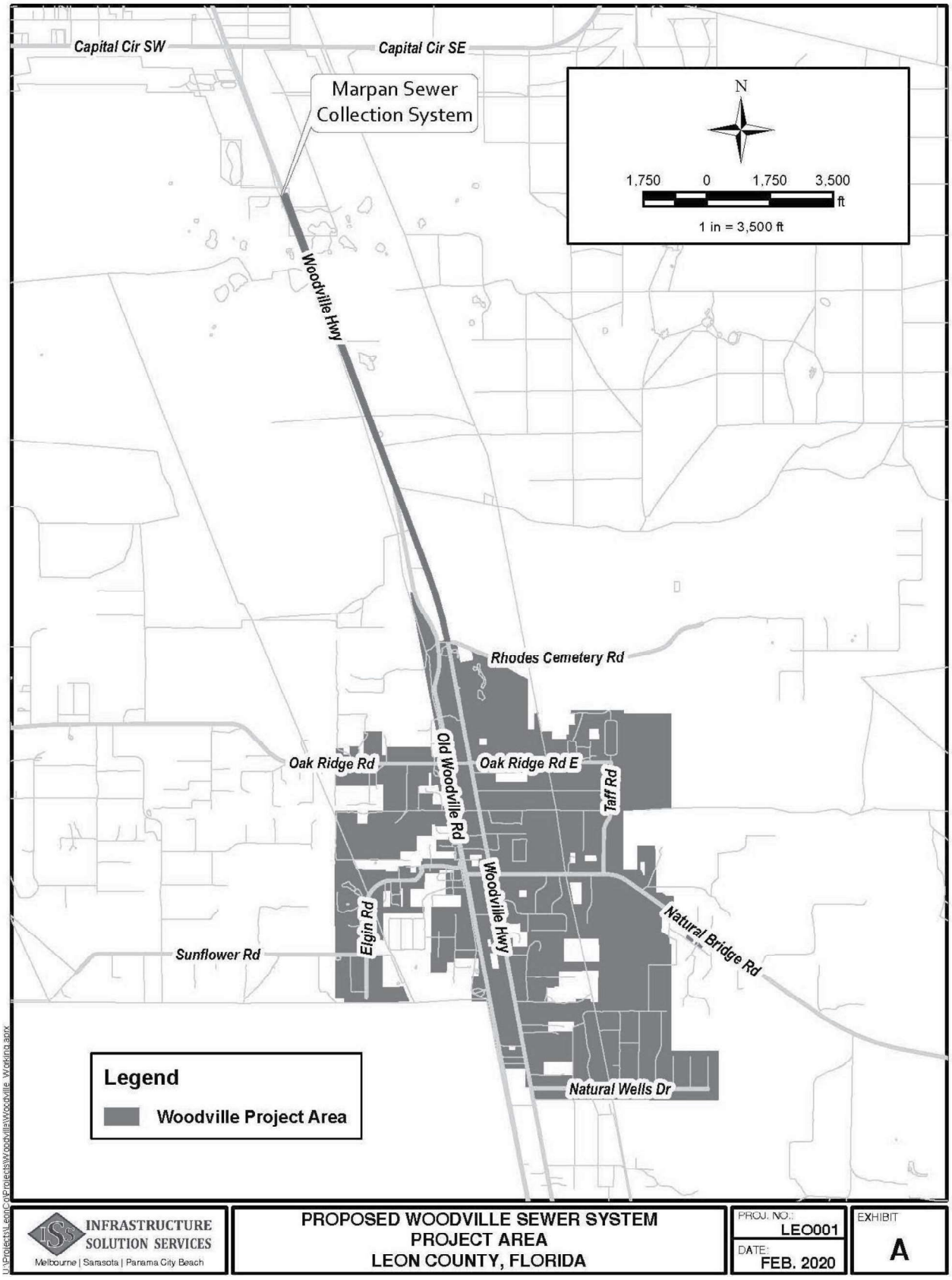


Exhibit "A"
*Page **1** of **1***

INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER AND SEWER SERVICE TO NORTHEAST LAKE MUNSON COMMUNITY

THIS AGREEMENT, is made and entered into this 11th day of 3/11/2022, 2021, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

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 Northeast Lake Munson Community: onsite sewage treatment and disposal systems ("OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, has identified areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund the design of a central sewage collection system to serve the Northeast Lake Munson Community in those areas as identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Northeast Lake Munson Project Area"); and

WHEREAS, the Northeast Lake Munson Project Area is located within the Wakulla Springs Primary Springs Protection Zone; and,

WHEREAS, the County has received indications from the Florida Department of Environmental Protection that funding will be provided for the County to construct the sewage collection system after completion of design; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of the Northeast Lake Munson Project Area that sewer service be provided to the properties in that area by the City of Tallahassee; and,

WHEREAS, the Northeast Lake Munson Project Area lies within the City water and sewer franchise areas; and,

WHEREAS, the Northeast Lake Munson Project Area is within the Oak Ridge Target Area identified in the City Master Sewer Plan adopted in February 2016; and,

WHEREAS, the City has expressed its desire to have water utility work ("Water Utility Work") constructed by the County's contractor simultaneously with construction of the sewage collection system, with such water utility construction costs to be paid by the City.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Recitals; Effective Date.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This Agreement shall commence upon full execution hereof by both parties. The parties shall proceed with undertaking their respective responsibilities in that regard pursuant to the terms, and subject to the conditions, set forth in this Agreement.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new central sewage collection system to serve the Northeast Lake Munson Project Area ("Sewer System"). The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point in the existing City central sewage collection system.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. The County may submit to the City for review and approval alternative design and construction requirements that meet State of Florida requirements and meet the intent and function needed in the City central sewage collection system; however, the City shall have sole discretion to approve or disapprove the County's alternative design and construction submittals. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible. The County may propose to phase construction of the Sewer System to meet funding schedules or align with property acquisition schedules as long as it does not interfere with the proper implementation of the proposed water infrastructure improvements. Any proposed phasing will be subject to the limitations presented by physical requirements for adequate flow, odor control, and operational constraints. The County shall obtain City approval for any proposed phasing prior to completing design of the proposed first phase and before completing design of any subsequent phase where a later phase is proposed.

3. The City is intended to be a third-party beneficiary of the contracts for construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the contractor shall be directly liable to the County and the City for the proper and timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to construction, materials, and equipment are at least two (2) years in duration and assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the right of way line and that easements for such piping are not required and will not be accepted.

4. For each parcel located within the Northeast Lake Munson Project Area, regardless of whether the parcel will be connected to the Sewer System while it is under construction, the County will install sewer taps and will construct the associated gravity sewer service laterals for each such parcel to the property line. The County will use its best efforts to have property owners in the Northeast Lake Munson Project Area agree to connect to the Sewer System while it is under construction. The County will extend the sewer lateral or grinder pumping system as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels where the owner agrees to connect to the Sewer System while it is under construction. The City will not own or be responsible for maintenance activities for grinder pumping systems installed by the County. Each property owner will bear full responsibility for all required maintenance activities for grinder pumping systems installed by the County.

5. For any parcel located within the Northeast Lake Munson Project Area that (i) is not currently connected to the central water system serving the Northeast Lake Munson Project Area ("Water System"), (ii) has an adjacent water main available for connection to the Water System, and (iii) has an agreement to be connected to the Sewer System and Water System while the Sewer System is under construction, the County, or its contractor, will, at no cost to the City, install water taps to the water main and will construct the associated water service lines to the property line for each such parcel meeting these three criteria. The County will use its best efforts to have property owners in the Northeast Lake Munson Project Area agree to connect to the Water System while the Sewer System is under construction. For any such parcels, the County will extend the water service line as necessary from the property line to the residence or other structure to complete the connection to the Water System.

6. The County shall request bids for the proposed Water Utility Work and the Sewer System in the same solicitation. The County's invitation for such bids shall be structured so the Water Utility Work is optional, meaning it can be omitted from the County's contract award without any increase in unit or lump sum prices bid for the remaining Sewer System work. After review of the bids, the City, in its sole discretion, will determine if the proposed pricing is acceptable and if it intends to direct the County to include the Water Utility Work in the contract,

if awarded. If the City determines it does not want the Water Utility Work included in the contract award, it will proceed in accordance with Section 2, paragraph 7 below.

7. If the County intends to award a contract for the Sewer System construction and the City decides not to have the Water Utility Work constructed as part of the County's contract, the City may arrange, at its own expense, for the prompt construction of the Water Utility Work in accordance with a schedule submitted to the County by the City before advertisement of the City solicitation for the Water Utility Work. In the event the City elects this option, the following shall apply:

a) The City shall notify the County of its intent to so proceed on its own prior to the County making an award in its solicitation.

b) Upon the receipt of such notice, the County may, at its option, award the work for the Sewer System work only.

c) The City shall cooperate with the County's contractor to schedule the sequence of the Water Utility Work so as not to delay the work of the County's contractor.

d) The City, or its contractor for the Water Utility Work, shall defend any legal claims asserted against the County by the County's contractor only to the extent that the County contractor's delays are due solely to delays caused by the City's failure to comply with the schedule provided by the City to the County; however, neither the City nor its contractor for the Water Utility Work shall be responsible for delays in construction of the Water Utility Work caused by circumstances beyond its reasonable control, delays caused by the County's contractor subsequently causing City delays, or by schedule changes mutually agreed upon in writing by the City and the County.

e) In performance of the Water Utility Work, the City shall require its contractor to comply with all applicable laws and with the applicable traffic maintenance plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in Section 2, paragraph 8 below including, but not limited to, the posting of a performance and payment bond which names the County as an additional insured or beneficiary under the bond.

8. Following review of the bids resulting from the County's solicitation, and if the City desires to include the Water Utility Work in the award of the County's contract, the City shall deposit the proposed contract price for the Water Utility Work with the County and such amounts shall be held in escrow by the County and disbursed only in accordance with this Agreement. As required by Florida law, the County will require its contractor to post a performance and payment bond for all work on the project, including the Water Utility Work. The County shall also cause the City to be named as an additional insured with respect to insurance coverage, other than Workers' Compensation or Professional Liability, provided by the County's contractor and will provide the City with a copy of any certification of coverage received by the County from its contractor.

9. At any time after award of the construction contract, the County may request the City make an additional deposit into escrow if it determines that the cost of the Water Utility Work will exceed the amounts previously deposited by the City as a result of an increase in the quantity of one or more pay items or changes in the Water Utility Work for which the City is responsible. The County shall request such additional deposit by delivery of invoices to the City. The City shall make such additional deposit within thirty (30) days following delivery of such invoice to the City. Should the total amount of all deposits for the Water Utility Work made by the City exceed the actual cost of the Water Utility Work, the County shall refund such difference to the City within ten (10) days following final payment for such work to the County's contractor.

10. The Water Utility Work shall be performed in accordance with the construction plans which include the City's standard specifications. The County shall neither accept nor make payment for any portion of the Water Utility Work that fails to meet such requirements unless the City consents, in writing, to such payment. All requests for payment for any portion of the Water Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit a separate invoice for the Water Utility Work that has been completed and accepted to the County and City for review. The City's project manager shall have seven (7) days from receipt of an invoice to review the invoice and raise any objections or issues he or she may have with respect to the invoice. The County shall not pay any invoices of the County's contractor for which the City has raised objection to or taken issue with until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Water Utility Work, the City shall own, control, maintain, and be responsible for the facilities resulting from the Water Utility Work according to the terms of the applicable utility permit.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or approved phase thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to the Northeast Lake Munson Project Area. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement to provide sewer service until the City has accepted the Sewer System or Phase thereof, as applicable, for ownership, operation, and maintenance. The City will not unreasonably withhold acceptance of the completed Sewer System or Phase thereof, for ownership, operation, and maintenance.

2. Upon completion of any water service connections to the Water System by the County and compliance with City specifications and requirements, the City shall accept the water service connection from the main to the meter of the connecting property owner, including any easements necessary for ownership, operation, maintenance, repair, and replacement of the water service. In cases where there will be remote metering, the City shall accept the water service connection from the main to the property line. Any backflow devices required for remote metering will not be owned or maintained by the City.

3. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

4. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside the Northeast Lake Munson Project Area.

5. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

6. The City shall also pay a project administration fee to the County in the amount of two percent (2%) of the total of all construction cost paid by the City for the Water Utility Work if the Water Utility Work is included the County's contract award in accordance with Section 2, paragraph 6 above. This fee shall be considered full compensation to the County for services provided by the County in administration of the Agreement.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs, and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the Water System if the Water System is available. Sewer service is considered available if: (i) the property owner's parcel is adjacent to a right-of-way or easement where sewer service is present and accessible via gravity; (ii) the system has been accepted by the City; and (iii) the property owner has been notified by the City that sewer service is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any building permits for new construction within the Northeast Lake Munson Project Area if the completed Sewer System, or phase thereof, available to serve the new construction area has been accepted by the City unless the new construction is proposed to be connected to the completed Sewer System.

5. Should the County become aware of a failing septic system in the Northeast Lake Munson Project Area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect, and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of construction and acceptance for ownership of any phase of the Sewer System by the City, the County will pay the sewer System Charges for each parcel for which a tap was installed within that phase to the City, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of System Charges in this manner, the City will reduce the System Charge applicable to the Northeast Lake Munson Project Area parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System unless the customer requests a new tap at some other location.

4. The City will bill recurring sewer service charges in the Northeast Lake Munson Project Area through a metered City water or electric utility account if an account exists for a metered City utility service. If a property owner does not have a metered City water or electric utility account, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service or a partial year of readiness-to-serve charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service or readiness-to-serve charges not previously assessed or collected. The sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection, if such connection is made. The County will ensure that all charges related to sewer service or readiness to serve will be assessed within two years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Northeast Lake Munson Project Area. The City is responsible for ensuring such information is accurate, including, but not limited

to, the dates of connection and the rates for each parcel. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Northeast Lake Munson Project Area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit the full amount of the charges that should have been assessed to the City.

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 the assessed sewer charges from each property within the Northeast Lake Munson Project Area to the City.

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 6. 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 6.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.

b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant, or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed, or modified, except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Water and Sewer Service to the Northeast Lake Munson Community as of the date written above.

LEON COUNTY, FLORIDA

DocuSigned by:
By: Vincent S. Long
A8432971C746415...
Vincent S. Long
County Administrator

CITY OF TALLAHASSEE, FLORIDA

DocuSigned by:
By: Reese Goad
6798A92EE68G468...
Reese Goad
City Manager

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

DocuSigned by:
By: Gwendolyn Marshall
178D7F95C3774F4...

ATTEST:

DocuSigned by:
By: James O Cooke IV
85JAA4D9JE354D4...
James O. Cooke, IV
City Treasurer - Clerk

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

DocuSigned by:
By:
FF021CB924984F0...
Daniel J. Rigo, Sr. Ass't County Attorney

APPROVED AS TO FORM:
City Attorney's Office

DocuSigned by:
By: Cassandra K. Jackson
450F223AA537495...
Cassandra K. Jackson
City Attorney

Exhibit "A"

Northeast Lake Munson Septic to Sewer Project Area
(Yon's Lakeside Estates and Idlewood)

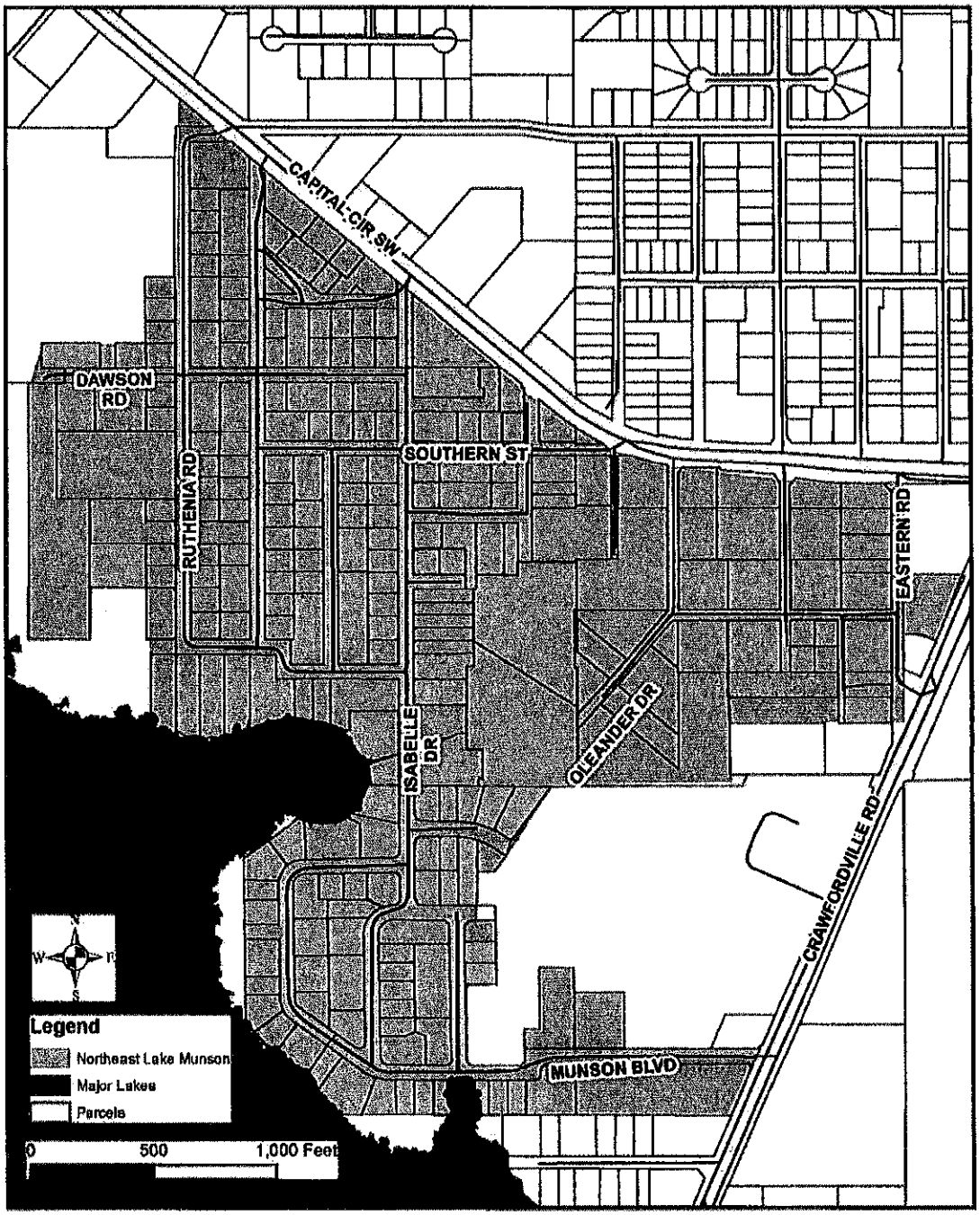


Exhibit "A"
Page 1 of 1

LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. B-22-237

Division Contact:	Sam Ijeoma	Phone #:	850-606-1563
Department/Division:	Public Works /Engineering Services	Email:	IjeomaO@leoncountyfl.gov
Contractor:	City of Tallahassee	Contact:	Jimmy Lee Jr.
Address:	300 S. Adams Street, B-26	Phone#:	850-891-6167
City, State, Zip:	Tallahassee, FL 32301	Email:	James.Lee.Jr@talgov.com

Contract Period: From Date of Execution To ____

Renewal Periods: Number ____ Term ____

Contract Total $ Amount: ____ or check if ____ Unit Price Agreement

Contract Type:
- ____ Conservation Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- X Interlocal Agreement
- ____ Grant
- ____ Lease
- ____ Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB #
- ____ RFP #
- ____ ITN #
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- ____ County Administrator
- X Board of County Commissioners
  Agenda Date 11-9-21 Item # 14
- ____ Pursuant to Board Policy # ____

Comments: Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

Routing:

Required	Initials	Date	
X	SI	2-24-22	Originating Division Public Works and Eng Services
X	CW	2-24-22	Group Director Charles Wu, Acting Director
	DS	3/3/2022	Purchasing
			County Attorney's Office
	DS VSL	3/3/2022	Deputy or Assistant County Administrator
			County Administrator
	DS	3/4/2022	Chairman, BCC
			Clerk's Office (Finance)

Return completed documents to: Sam Ijeoma and Robin Tucker

PUR103 Rev. 02/19

INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER AND SEWER SERVICE TO NORTHEAST LAKE MUNSON COMMUNITY

THIS AGREEMENT, is made and entered into this 11th day of 3/11/2022, 2021, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

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 Northeast Lake Munson Community: onsite sewage treatment and disposal systems ("OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, has identified areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund the design of a central sewage collection system to serve the Northeast Lake Munson Community in those areas as identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Northeast Lake Munson Project Area"); and

WHEREAS, the Northeast Lake Munson Project Area is located within the Wakulla Springs Primary Springs Protection Zone; and,

WHEREAS, the County has received indications from the Florida Department of Environmental Protection that funding will be provided for the County to construct the sewage collection system after completion of design; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of the Northeast Lake Munson Project Area that sewer service be provided to the properties in that area by the City of Tallahassee; and,

WHEREAS, the Northeast Lake Munson Project Area lies within the City water and sewer franchise areas; and,

WHEREAS, the Northeast Lake Munson Project Area is within the Oak Ridge Target Area identified in the City Master Sewer Plan adopted in February 2016; and,

WHEREAS, the City has expressed its desire to have water utility work ("Water Utility Work") constructed by the County's contractor simultaneously with construction of the sewage collection system, with such water utility construction costs to be paid by the City.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Recitals; Effective Date.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This Agreement shall commence upon full execution hereof by both parties. The parties shall proceed with undertaking their respective responsibilities in that regard pursuant to the terms, and subject to the conditions, set forth in this Agreement.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new central sewage collection system to serve the Northeast Lake Munson Project Area ("Sewer System"). The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point in the existing City central sewage collection system.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. The County may submit to the City for review and approval alternative design and construction requirements that meet State of Florida requirements and meet the intent and function needed in the City central sewage collection system; however, the City shall have sole discretion to approve or disapprove the County's alternative design and construction submittals. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible. The County may propose to phase construction of the Sewer System to meet funding schedules or align with property acquisition schedules as long as it does not interfere with the proper implementation of the proposed water infrastructure improvements. Any proposed phasing will be subject to the limitations presented by physical requirements for adequate flow, odor control, and operational constraints. The County shall obtain City approval for any proposed phasing prior to completing design of the proposed first phase and before completing design of any subsequent phase where a later phase is proposed.

3. The City is intended to be a third-party beneficiary of the contracts for construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the contractor shall be directly liable to the County and the City for the proper and timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to construction, materials, and equipment are at least two (2) years in duration and assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the right of way line and that easements for such piping are not required and will not be accepted.

4. For each parcel located within the Northeast Lake Munson Project Area, regardless of whether the parcel will be connected to the Sewer System while it is under construction, the County will install sewer taps and will construct the associated gravity sewer service laterals for each such parcel to the property line. The County will use its best efforts to have property owners in the Northeast Lake Munson Project Area agree to connect to the Sewer System while it is under construction. The County will extend the sewer lateral or grinder pumping system as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels where the owner agrees to connect to the Sewer System while it is under construction. The City will not own or be responsible for maintenance activities for grinder pumping systems installed by the County. Each property owner will bear full responsibility for all required maintenance activities for grinder pumping systems installed by the County.

5. For any parcel located within the Northeast Lake Munson Project Area that (i) is not currently connected to the central water system serving the Northeast Lake Munson Project Area ("Water System"), (ii) has an adjacent water main available for connection to the Water System, and (iii) has an agreement to be connected to the Sewer System and Water System while the Sewer System is under construction, the County, or its contractor, will, at no cost to the City, install water taps to the water main and will construct the associated water service lines to the property line for each such parcel meeting these three criteria. The County will use its best efforts to have property owners in the Northeast Lake Munson Project Area agree to connect to the Water System while the Sewer System is under construction. For any such parcels, the County will extend the water service line as necessary from the property line to the residence or other structure to complete the connection to the Water System.

6. The County shall request bids for the proposed Water Utility Work and the Sewer System in the same solicitation. The County's invitation for such bids shall be structured so the Water Utility Work is optional, meaning it can be omitted from the County's contract award without any increase in unit or lump sum prices bid for the remaining Sewer System work. After review of the bids, the City, in its sole discretion, will determine if the proposed pricing is acceptable and if it intends to direct the County to include the Water Utility Work in the contract,

if awarded. If the City determines it does not want the Water Utility Work included in the contract award, it will proceed in accordance with Section 2, paragraph 7 below.

7. If the County intends to award a contract for the Sewer System construction and the City decides not to have the Water Utility Work constructed as part of the County's contract, the City may arrange, at its own expense, for the prompt construction of the Water Utility Work in accordance with a schedule submitted to the County by the City before advertisement of the City solicitation for the Water Utility Work. In the event the City elects this option, the following shall apply:

a) The City shall notify the County of its intent to so proceed on its own prior to the County making an award in its solicitation.

b) Upon the receipt of such notice, the County may, at its option, award the work for the Sewer System work only.

c) The City shall cooperate with the County's contractor to schedule the sequence of the Water Utility Work so as not to delay the work of the County's contractor.

d) The City, or its contractor for the Water Utility Work, shall defend any legal claims asserted against the County by the County's contractor only to the extent that the County contractor's delays are due solely to delays caused by the City's failure to comply with the schedule provided by the City to the County; however, neither the City nor its contractor for the Water Utility Work shall be responsible for delays in construction of the Water Utility Work caused by circumstances beyond its reasonable control, delays caused by the County's contractor subsequently causing City delays, or by schedule changes mutually agreed upon in writing by the City and the County.

e) In performance of the Water Utility Work, the City shall require its contractor to comply with all applicable laws and with the applicable traffic maintenance plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in Section 2, paragraph 8 below including, but not limited to, the posting of a performance and payment bond which names the County as an additional insured or beneficiary under the bond.

8. Following review of the bids resulting from the County's solicitation, and if the City desires to include the Water Utility Work in the award of the County's contract, the City shall deposit the proposed contract price for the Water Utility Work with the County and such amounts shall be held in escrow by the County and disbursed only in accordance with this Agreement. As required by Florida law, the County will require its contractor to post a performance and payment bond for all work on the project, including the Water Utility Work. The County shall also cause the City to be named as an additional insured with respect to insurance coverage, other than Workers' Compensation or Professional Liability, provided by the County's contractor and will provide the City with a copy of any certification of coverage received by the County from its contractor.

9. At any time after award of the construction contract, the County may request the City make an additional deposit into escrow if it determines that the cost of the Water Utility Work will exceed the amounts previously deposited by the City as a result of an increase in the quantity of one or more pay items or changes in the Water Utility Work for which the City is responsible. The County shall request such additional deposit by delivery of invoices to the City. The City shall make such additional deposit within thirty (30) days following delivery of such invoice to the City. Should the total amount of all deposits for the Water Utility Work made by the City exceed the actual cost of the Water Utility Work, the County shall refund such difference to the City within ten (10) days following final payment for such work to the County's contractor.

10. The Water Utility Work shall be performed in accordance with the construction plans which include the City's standard specifications. The County shall neither accept nor make payment for any portion of the Water Utility Work that fails to meet such requirements unless the City consents, in writing, to such payment. All requests for payment for any portion of the Water Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit a separate invoice for the Water Utility Work that has been completed and accepted to the County and City for review. The City's project manager shall have seven (7) days from receipt of an invoice to review the invoice and raise any objections or issues he or she may have with respect to the invoice. The County shall not pay any invoices of the County's contractor for which the City has raised objection to or taken issue with until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Water Utility Work, the City shall own, control, maintain, and be responsible for the facilities resulting from the Water Utility Work according to the terms of the applicable utility permit.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or approved phase thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to the Northeast Lake Munson Project Area. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement to provide sewer service until the City has accepted the Sewer System or Phase thereof, as applicable, for ownership, operation, and maintenance. The City will not unreasonably withhold acceptance of the completed Sewer System or Phase thereof, for ownership, operation, and maintenance.

2. Upon completion of any water service connections to the Water System by the County and compliance with City specifications and requirements, the City shall accept the water service connection from the main to the meter of the connecting property owner, including any easements necessary for ownership, operation, maintenance, repair, and replacement of the water service. In cases where there will be remote metering, the City shall accept the water service connection from the main to the property line. Any backflow devices required for remote metering will not be owned or maintained by the City.

3. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

4. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside the Northeast Lake Munson Project Area.

5. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

6. The City shall also pay a project administration fee to the County in the amount of two percent (2%) of the total of all construction cost paid by the City for the Water Utility Work if the Water Utility Work is included the County's contract award in accordance with Section 2, paragraph 6 above. This fee shall be considered full compensation to the County for services provided by the County in administration of the Agreement.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs, and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the Water System if the Water System is available. Sewer service is considered available if: (i) the property owner's parcel is adjacent to a right-of-way or easement where sewer service is present and accessible via gravity: (ii) the system has been accepted by the City; and (iii) the property owner has been notified by the City that sewer service is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any building permits for new construction within the Northeast Lake Munson Project Area if the completed Sewer System, or phase thereof, available to serve the new construction area has been accepted by the City unless the new construction is proposed to be connected to the completed Sewer System.

5. Should the County become aware of a failing septic system in the Northeast Lake Munson Project Area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect, and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of construction and acceptance for ownership of any phase of the Sewer System by the City, the County will pay the sewer System Charges for each parcel for which a tap was installed within that phase to the City, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of System Charges in this manner, the City will reduce the System Charge applicable to the Northeast Lake Munson Project Area parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System unless the customer requests a new tap at some other location.

4. The City will bill recurring sewer service charges in the Northeast Lake Munson Project Area through a metered City water or electric utility account if an account exists for a metered City utility service. If a property owner does not have a metered City water or electric utility account, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service or a partial year of readiness-to-serve charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service or readiness-to-serve charges not previously assessed or collected. The sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection, if such connection is made. The County will ensure that all charges related to sewer service or readiness to serve will be assessed within two years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Northeast Lake Munson Project Area. The City is responsible for ensuring such information is accurate, including, but not limited

to, the dates of connection and the rates for each parcel. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Northeast Lake Munson Project Area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit the full amount of the charges that should have been assessed to the City.

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 the assessed sewer charges from each property within the Northeast Lake Munson Project Area to the City.

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 6. 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 6.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.

b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.

c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant, or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed, or modified, except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Water and Sewer Service to the Northeast Lake Munson Community as of the date written above.

LEON COUNTY, FLORIDA

DocuSigned by:
By: Vincent S. Long
A8432971C746415...
Vincent S. Long
County Administrator

CITY OF TALLAHASSEE, FLORIDA

DocuSigned by:
By: Reese Goad
6798A92EE68C468...
Reese Goad
City Manager

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

DocuSigned by:
By: Gwendolyn Marshall
178D7F95C3774F4...

ATTEST:

DocuSigned by:
By:
889AA4D93E3404...
James O. Cooke, IV
City Treasurer - Clerk

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

DocuSigned by:
By:
FF021CB924984F0...
Daniel J. Rigo, Sr. Ass't County Attorney

APPROVED AS TO FORM:
City Attorney's Office

DocuSigned by:
By: Cassandra K. Jackson
450F223AA537495...
Cassandra K. Jackson
City Attorney

Exhibit "A"

Northeast Lake Munson Septic to Sewer Project Area
(Yon's Lakeside Estates and Idlewood)

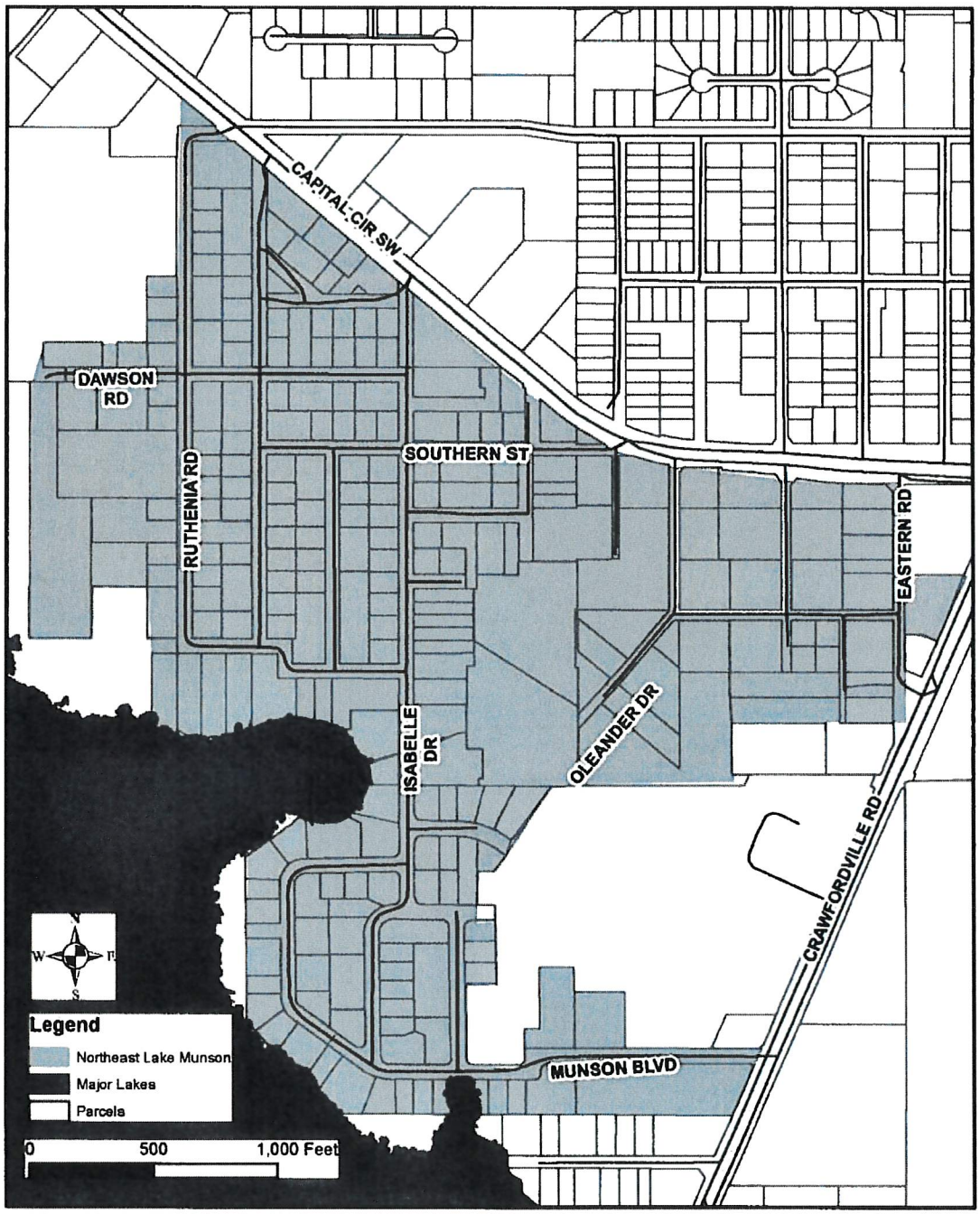


Exhibit "A"
Page 1 of 1

LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. B-22-237

Division Contact:	Sam Ijeoma	Phone #:	850-606-1563
Department/Division:	Public Works /Engineering Services	Email:	IjeomaO@leoncountyfl.gov
Contractor:	City of Tallahassee	Contact:	Jimmy Lee Jr.
Address:	300 S. Adams Street, B-26	Phone#:	850-891-6167
City, State, Zip:	Tallahassee, FL 32301	Email:	James.Lee.Jr@talgov.com

Contract Period: From Date of Execution To ____

Renewal Periods: Number ____ Term ____

Contract Total $ Amount: ____ or check if ____ Unit Price Agreement

Contract Type:
- ____ Conservation Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- X Interlocal Agreement
- ____ Grant
- ____ Lease
- ____ Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB #
- ____ RFP #
- ____ ITN #
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- ____ County Administrator
- X Board of County Commissioners
  - Agenda Date 11-9-21 Item # 14
- ____ Pursuant to Board Policy # ____

Comments: Interlocal Agreement for the Provision of Water and Sewer Service to Northeast Lake Munson Community

Routing:

Required	Initials	Date	
X	SI	2-24-22	Originating Division Public Works and Eng Services
X	CW	2-24-22	Group Director Charles Wu, Acting Director
		3/3/2022	Purchasing
			County Attorney's Office
		3/3/2022	Deputy or Assistant County Administrator
			County Administrator
		3/4/2022	Chairman, BCC
			Clerk's Office (Finance)

Return completed documents to: Sam Ijeoma and Robin Tucker

PUR103 Rev. 02/19

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(3), Florida Statutes, that the Board of County Commissioners of Leon County, Florida, intends to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting sewer service usage charges and readiness-to-serve charges on the following real properties:

Parcel location for the Northeast Lake Munson Project Area being more particularly described as follows: Parcels in the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 23, Township 1 South, Range 1 West, Leon County, Florida,; Parcels in Yon's Lakeside Estates, Fourth Addition and Yon's Lakeside Estates, Fourth Addition in some parcels are located within Yon's Lakeside Estates, Third Addition the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 23, Township 1 South, Range 1 West, Leon County, Florida; Parcels in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 24, Township 1 South, Range 1 West, Leon County, Florida, some parcels are located within Yon's Lakeside Estates, Third Addition; Parcels in Yon's Lakeside Estates, Yon's Lakeside Estates, First Addition, Yon's Lakeside Estates, Second Addition and Idlewild Subdivision in the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Leon County, Florida; Parcel in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 25, Township 1 South Range 1 West, Leon County, Florida. These properties being in Leon County, Florida, and generally depicted in the below map.

The assessment is intended to recover all charges related to sewer service, including readiness-to-serve charges, for such real property where the property owners do not have a City of Tallahassee metered utility account.

Notice is also hereby given that the Board of County Commissioners of Leon County, Florida, will conduct a public hearing on Tuesday, December 10, 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 utilizing the Uniform Method of levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting sewer service usage charges and readiness-to-serve charges on the real property located as described above.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

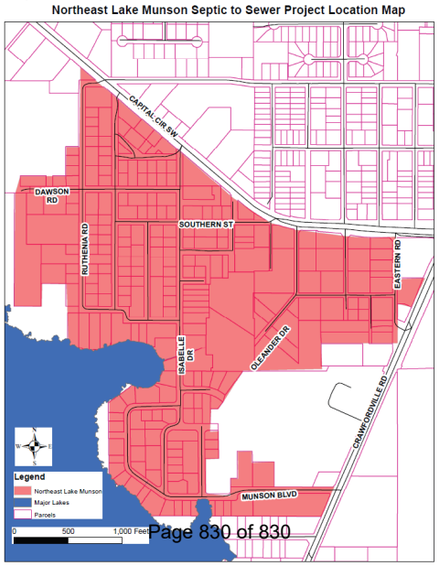
Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at https://www2.leoncountyfl.gov/coadmin/agenda/ by 8:00 p.m. on Monday, December 9, 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: November 11, 18 & 25, 2024; December 2, 2024.

Northeast Lake Munson Septic to Sewer Project Location Map



Posted on December 2, 2024