

**Attached is an Add-on
Agenda Item #25
for the
Meeting of Tuesday, January 26, 2016**

**Authorization to Terminate the Economic Development
Council (EDC) Contract**

General Business

This document distributed: January 20, 2016

Board of County Commissioners
Leon County, Florida
Agenda

Regular Public Meeting
Tuesday, January 26, 2016, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Desloge

AWARDS AND PRESENTATIONS

- Proclamation Honoring the Ghazvini family
(Chairman Bill Proctor)
- Proclamation Honoring DeVoe Moore
(Chairman Bill Proctor)
- Proclamation In Recognition of Tallahassee Community College's 50th Anniversary
(Commissioner Dozier)
- Presentation on the Capital Region Workforce Development
(Jim McShane, Executive Director, CareerSource Capital Region)

CONSENT

1. Approval of Minutes: October 27, 2015 Workshop Overview of the Minority, Women and Small Business Enterprise Programs; November 17, 2015 Board Reorganization & Regular Meeting, and December 8, 2015 Regular Meeting
(Clerk of the Court/Finance/Board Secretary)
2. Approval of Proposed 2016 Board Calendar Modification
(County Administrator/County Administration)
3. Ratification of Commissioners' Appointments to the Water Resources Committee
(County Administrator/County Administration)
4. Approval of Extension of Retainer Contracts For Additional Two Years For Bond Counsel and Disclosure Counsel For the Leon County Board of County Commissioners
(County Attorney)
5. Approval of a Memorandum of Understanding with the Civil Air Patrol
(County Administrator/County Administration)
6. Approval of Payment of Bills and Vouchers Submitted for January 26, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of January 27 through February 8, 2016
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
7. Approval of the Fiscal Year 2016-2017 Budget Calendar
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)

8. Approval of Renewal of the Certificate of Public Convenience and Necessity to Provide Advanced Life Support and Basic Life Support Air Transport Services for Air Methods Corporation
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
9. Authorization to Develop a Draft Dog-Friendly Dining Ordinance
(County Administrator/Development Support & Environmental Management/Environmental Services)
10. Authorization to Proceed with the Development of an Ordinance Amending the Review Process for Accessory Dwelling Units
(County Administrator/Development Support & Environmental Management/Environmental Services)
11. Acceptance of a Conservation Easement from LeRoy Collins Proctor and Kathryn S. Proctor for the Stonybrook Farm 1 into 2 Subdivision
(County Administrator/Development Support & Environmental Management/Environmental Services)
12. Request to Schedule the First and Only Public Hearing on a Proposed Ordinance to Amend the On-site Sewage Disposal Systems Provisions for Tuesday, March 8, 2016 at 6:00 p.m.
(County Administrator/Development Support & Environmental Management/Environmental Services)
13. Request to Schedule the First and Only Public Hearing Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process for Tuesday, March 8, 2016 at 6:00 p.m.
(County Administrator/Development Support & Environmental Management/Environmental Services)
14. Adoption of the Proposed Revised Policy No. 11-2, "Membership on Boards, Committees, Councils, Authorities" Regarding the Sunset of the Enterprise Zone Development Agency
(County Administrator/Office of Economic Vitality)
15. Approval of a Five Year Extension for the Armed Service Veteran Bus Pass Program between Leon County Government and the City of Tallahassee.
(County Administrator/Human Services and Community Partnerships)

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

16. Acceptance of the 2015 Concurrency Management Annual Report
(County Administrator/Development Support & Environmental Management/Environmental Services)
17. Acceptance of Status Report on 2015 Transfers of Leon County Surplus Computing Equipment to Goodwill Industries
(County Administrator/Office of Information and Technology/Management Information Systems)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

GENERAL BUSINESS

18. Ratification of Board Actions Taken at the December 7, 2015 Annual Retreat and Approval of Revised Leon County Strategic Plan
(County Administrator/County Administration)
19. Acceptance of a Status Report on the County's Efforts to Engage with State Government
(County Administrator/County Administration)
20. Acceptance of the Knight Foundation Grant in the Amount of \$10,000
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
21. Approval of Mediated Settlement Agreement in Eminent Domain Acquisition of Property Needed for the North Monroe Street Northbound Through/Turn Lane Project
(County Attorney)
22. Approval of the FY 2015/16 CHSP Mini-Grant Recommendations and the At-Risk and Economically Disadvantaged Youth Grant Recommendations in Partnership with the City of Tallahassee
(County Administrator/Human Services and Community Partnerships)
23. Approval of Agreement Awarding Bid to Peavy and Son Construction Co., Inc. for the Asphaltic Concrete Materials and Services, Continuing Supply Contract in the Estimated Amount of \$5,559,500
(County Administrator/Public Works/Engineering)
24. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of \$749,796 for the Construction of Lakeview Drive Improvements
(County Administrator/Public Works/Engineering)

ADD ON:

25. Authorization to Terminate the Economic Development Council (EDC) Contract
(County Administrator/County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

None Scheduled

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

- Fiscal Year 2015 Audit Report for the Apalachee Center, Inc.

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, February 9, 2016 at 3:00 p.m.*

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

2016

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PUBLIC NOTICE
2016 Tentative Schedule

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

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2016	Friday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 12	No Meeting	BOARD RECESS
	<i>Wednesday 13 – Friday 15</i>	<i>FAC New & Advanced County Comm. Workshop</i>	<i>Seminar 2 of 3 Gainesville; Alachua County</i>
	Monday 18	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 26	3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
February 2016	Tuesday 2	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers
	<i>Wednesday 3</i>	<i>Legislative Day</i>	<i>FSU Turnbull Center; Tallahassee</i>
	Monday 8	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 9	3:00 p.m.	Regular Meeting
		<u>1:00 – 3:00 p.m.</u>	<u>Workshop on Infant Mortality</u>
	Tuesday 16	<u>1:00 – 3:00 p.m.</u>	<u>Workshop on Infant Mortality</u>
		<u>3:00 p.m.</u>	<u>Regular Meeting</u>
		No Meeting	NO MEETING
	<i>Saturday 20 – Wednesday 24</i>	<i>NACo Legislative Conference</i>	<i>Washington, D.C.</i>
	Thursday 25	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Monday 29	3:00 – 5:00 p.m.	Intergovernmental Meeting City Commission Chambers
March 2016	Tuesday 8	1:30 p.m.	Joint City/County Workshop on Cycle 2016 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>Public Hearing on a Proposed Ordinance to Amend the On-site Sewage Disposal Systems Provisions</u>
		<u>6:00 p.m.</u>	<u>Public Hearing Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process</u>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
	Monday 21	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 22	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers
		No Meeting	NO MEETING
	Thursday 24	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
April 2016			
	<i>Thursday 7 – Friday 8</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	Tuesday 12	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2016 -1 Comprehensive Plan Amendments
	Monday 18	9:00 a.m. – 1:00 p.m.	CRTPA Workshop; City Commission Chambers
	Tuesday 26	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
		3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
May 2016			
	Tuesday 10	3:00 p.m.	Regular Meeting
	Monday 16	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2016-1 Comprehensive Plan Amendments
	Thursday 26	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Monday 30	Offices Closed	MEMORIAL DAY
June 2016			
	Tuesday 14	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting
	Monday 20	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Meeting; City Commission Chambers
	Thursday 23	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 28	No Meeting	NO MEETING
	<i>Tuesday 28 - Friday, July 1</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>Orlando, Orange County</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
July 2016	Monday 4	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 12	9:00 a.m. – 3:00 p.m.	<u>Budget Workshop (if necessary)</u>
		3:00 p.m.	Regular Meeting
	Thursday 14	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	<i>Friday 22 – Tuesday 26</i>	<i>NACo Annual Conference</i>	<i>Los Angeles County, Long Beach, California</i>
	Tuesday 26	No Meeting	BOARD RECESS
	<i>Wednesday 27 – Saturday 30</i>	<i>National Urban League Annual Conference</i>	<i>TBD</i>
August 2016	Tuesday 9	No Meeting	BOARD RECESS
	<i>Friday 19 - Sunday 21</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island/Fernandina Beach</i>
	Tuesday 23	No Meeting	BOARD RECESS
September 2016	Thursday 1	9:30 – 11:00 a.m.	Community Redevelopment Agency Special Meeting; City Commission Chambers
	Monday 5	Offices Closed	LABOR DAY HOLIDAY
	Monday 12	5:00 – 8:00 p.m.	Intergovernmental Meeting/Public Hearing City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2017*
	<i>Wednesday 14- Friday 16</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Hutchinson Island Martin County</i>
	Monday 19	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2017*
	<i>Wednesday 21 Saturday 24</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	<i>Sunday 25 Wednesday 28</i>	<i>ICMA Annual Conference</i>	<i>Jackson County Kansas City, Missouri</i>
	Thursday 29	4:00 p.m. 6:00 p.m.	Community Redevelopment Agency Meeting Community Redevelopment Agency Public Hearing City Commission Chambers

* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
October 2016	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Monday 17	9:00 a.m. - 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; TBD
	Tuesday 18	3:00 p.m.	Regular Meeting
	Tuesday 25	3:00 p.m.	Regular Meeting
	Thursday 27	9:30 – 11:00 a.m.	Community Redevelopment Agency Meeting City Commission Chambers
November 2016	Friday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 14	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 21	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	Thursday 24	Offices Closed	THANKSGIVING DAY
	Friday 25	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	<i>Monday 30 – Wednesday, Dec. 2</i>	<i>FAC Legislative Conference</i>	<i>Buena Vista Orange County</i>
December 2016	Thursday 8	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 12	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 26	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 27	No Meeting	BOARD RECESS
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY OBSERVED
	Tuesday 10	No Meeting	Board Recess
	Tuesday 24	3:00 p.m.	Regular Meeting

Citizen Committees, Boards, and Authorities 2016 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Adjustment and Appeals

Board of County Commissioners (2 appointments)

A member to serve as an alternate

A member to serve as City/County alternating member

Affordable Housing Advisory Committee

Board of County Commissioners (2 appointments)

A member who represents employers within the jurisdiction.

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

Development Support & Environmental Management Citizen's User Group

Board of County Commissioners (1 appointment)

A member who represents a business association or organization

Minority, Women & Small Business Enterprise (M/WSBE) Committee

Commissioner - District II: Sauls, Jane (1 appointment)

Science Advisory Committee

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

EXPIRATIONS

FEBRUARY 28, 2016

Value Adjustment Board

Board of County Commissioners (1 Commissioner appointment)

MARCH 31, 2016

Contractors Licensing and Examination Board

Commissioner - District II: Sauls, Jane (1 appointment)

Science Advisory Committee

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

Commissioner - District III: Dailey, John (1 appointment)

Commissioner – District IV: Desloge, Bryan (1 appointment)

APRIL 30, 2016

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

JUNE 30, 2016

Adjustment and Appeals Board

Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)

Architectural Review Board

Board of County Commissioners (1 appointment)
A member who is an owner of property designated historic preservation

Canopy Roads Citizens Committee

Tallahassee City Commission (2 appointments)

CareerSource Capital Region

Board of County Commissioners (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)

JULY 31, 2016

Big Bend Health Council

Board of County Commissioners (4 appointments)

Council on Culture and Arts

Board of County Commissioners (1 appointment)

Development Support And Environmental Management Citizens User Group

Commissioner – At-Large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner – District IV: Desloge, Bryan (1 appointment)

Educational Facilities Authority

Board of County Commissioners (1 appointment)

Investment Oversight Committee

Board of County Commissioners (2 appointments)

SEPTEMBER 30, 2016

Affordable Housing Advisory Committee

Board of County Commissioners (11 appointments)

- A member who is actively engaged in the residential home building industry in connection with affordable housing.
- A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- A member who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- A member who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- A member who is actively engaged as a for-profit provider of affordable housing.
- A member who is actively engaged as a not-for-profit provider of affordable housing.
- A member who is actively engaged as a real estate professional in connection with affordable housing.
- A member who actively serves on the local planning agency pursuant to s. 163.3174.
- A member who resides within the jurisdiction of the local governing body making the appointments.
- A member who represents employers within the jurisdiction.
- A member who represents essential services personnel, as defined in the local housing assistance plan.

Community Development Block Grant Citizens Task Force

Board of County Commissioners (1 appointment)
A member who is a low-income resident in unincorporated Leon County

(September 30, 2016 continued)

Housing Finance Authority (and CDBG Citizens Task Force)

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)

Commissioner – District IV: Desloge, Bryan (1 appointment)

Commissioner – District V: Dozier, Kristin (1 appointment)

Joint City/County/School Board Coordinating Committee

Board of County Commissioners (1 appointment)

Leon County Research and Development Authority at Innovation Park

Board of County Commissioners (3 appointments)

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

Board of County Commissioners (4 appointments)

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

Commissioner - District III: Dailey, John (1 appointment)

Commissioner – District V: Dozier, Kristin (1 appointment)

Tallahassee City Commission (3 appointments)

OCTOBER 31, 2016

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointments)

Tourist Development Council

Board of County Commissioners (1 appointment)

DECEMBER 31, 2016

Human Services Grants Review Committee

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

Commissioner - At-large II: Maddox, Nick (1 appointment)

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

Commissioner - District II: Sauls, Jane G. (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District IV: Desloge, Bryan (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

Library Advisory Board

Commissioner - At-large II: Maddox, Nick (1 appointment)

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

Commissioner - District V: Dozier, Kristin (1 appointment)

Leon County Board of County Commissioners

Cover Sheet for Agenda #25

January 26, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Authorization to Terminate the Economic Development Council (EDC) Contract

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Lead Staff/ Project Team:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator

Fiscal Impact:

This item has a fiscal impact to the County. The existing contract with the EDC calls for an annual payment of \$174,500. Upon termination, staff recommends that a pro-rata payment for five months of \$72,708 be made to the EDC.

Staff Recommendation:

- Option #1: Authorize the County Administrator to notify the Economic Development Council that the County is exercising the 30 day termination provision of the contract with a final termination date of February 29, 2016.
- Option #2: Authorize the County Administrator to make a final payment to the EDC of \$72,708 for services rendered during the current fiscal year.
- Option #3. Direct staff to take the necessary actions to remove the Economic Development Organization (EDO) status for the EDC.

Report and Discussion

Background:

Over the past several weeks a number of actions have occurred related to the existing Economic Development Council's (EDC) ability to fulfill the terms of its existing contract with the County:

- January 12, 2016, the Chamber of Commerce executive committee unanimously votes to sever their relationship with the EDC. To date, the Chamber has provided the administrative support for the EDC. On January 14, 2016, this action is ratified by the full chamber Board. Concurrently, the Chamber of Commerce announces the establishment of a new committee called the Council on Economic Opportunity (CEO).
- On January 14, 2016, the existing EDC President/CEO and Vice-President tender their resignations to the EDC Board.
- On January 18, 2016, the EDC Executive Committee unanimously voted to dissolve the EDC as an organization. A meeting of the full EDC Board is scheduled for January 28, 2016 to consider the dissolution; it is anticipated that full EDC Board will concur with the EDC executive committee's decision to dissolve.

On January 14, 2016, Commissioner Proctor requested staff provide an update to the Board regarding the County's existing contract with the EDC (Attachment #1).

Analysis:

Based upon the action of the EDC Executive Committee, anticipated action of the full EDC Board, the Chamber's decision to terminate its relationship with the EDC and the resignations of senior EDC staff; it is recommended that Leon County exercise the termination provisions of Leon County's contract with the EDC.

Leon County has an existing \$174,500 contract with the EDC for the current fiscal year (Attachment #2). No payments have been made to date for this contract. The contract calls for services to be provided by the EDC through-out the fiscal year. Staff recommends the County exercise the 30 day termination provision; providing a termination date of February 29, 2016. Staff recommends that a pro-rata payment for five months of \$72,708 be made to the EDC. During the next 30 days, County and existing EDC staff will complete a smooth transition of any outstanding programmatic responsibilities (i.e. closeout of the Enterprise Zone, Qualified Targeted Industry and Targeted Business Program).

Also during the next 30 days, as directed previously by the Blueprint Intergovernmental Agency (IA), County and City staffs will continue working closely together in preparing an economic development agenda item for the IA's February 29, 2016 meeting. The agenda item will provide the IA recommendations on how to move forward on the implementation of the economic development portion of the sales tax extension, as well as, recommendations for the overall economic development strategy for the County and City.

Outside the provisions of the existing contract, under Florida Statutes, the County had designated the EDC as the Economic Development Organization (EDO). This designation requires annual reporting to the state for the various local incentives utilized during the past fiscal year. The EDC filed the current report with the state on January 13, 2016. The next report is not due until January 2017. Concurrent with the termination of the contract, staff recommends authorizing staff to take the appropriate steps to notify the state that the EDC is no longer the EDO. Staff will provide recommendations in the February 29, 2016 IA agenda item related to the EDO designation to ensure conformance with State reporting requirements.

Options:

1. Authorize the County Administrator to notify the Economic Development Council that the County is exercising the 30 day termination provision of the contract with a final termination date of February 29, 2016.
2. Authorize the County Administrator to make a final payment to the EDC of \$72,708 for services rendered during the current fiscal year.
3. Direct staff to take the necessary actions to remove the Economic Development Organization (EDO) status for the EDC.
4. Accept staff's report on the EDC and take no further action at this time.
5. Board direction.

Recommendation:

Options #1 through #3

Attachments:

1. Commissioner Proctor January 14, 2016 Memorandum
2. FY2016 EDC Contract

BOARD OF COUNTY COMMISSIONERS

MEMORANDUM

DATE: January 14, 2016

TO: Vince Long

FROM:  Commissioner Bill Proctor

SUBJECT: Funding the EDC

The newspaper article today regarding the Tallahassee Chamber and the Economic Development Council was stunning.

Our County Commission funds the EDC over 200 grand. Please do not issue any further payments to the EDC until we can receive greater clarity about their existence going forward.

As Chairman, I believe there should be no further payments until our Board convenes and is provided an update with respect to the EDC's status. We need to save and keep our gun powder dry until further Board direction.

Thank you for honoring this request. Please, however, prepare either an agenda item or as discussion item to brief the BCC concerning these important matters.

While I know the work of the EDC is valued by our Board, certainly, I also believe we would not want to pay money to a ghost organization that no longer exist or can no longer fulfil our expectations.

I respect the sensitivity and significances of this matter and will defer to your judgment of how best to withdraw our funding to this troubled entity.

Thank you for all you do in the interests of taxpayer investments.

AGREEMENT FOR ECONOMIC DEVELOPMENT

This Agreement is made and entered into on this 22nd day of December, 2015, by and between Leon County, a political subdivision of the State of Florida, the "County," and the Economic Development Council of Tallahassee/Leon County, Inc., the "Grantee", hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the County, by and through its Board of County Commissioners, at its final public hearing on the fiscal year 2015 budget held on September 23, 2014, approved a grant of \$174,500, out of the County's general funds, effective October 1, 2015; and,

WHEREAS, the Grantee agrees to establish an environment for job creation and capital investment through a comprehensive program of work supporting business development, recruitment, retention, and expansion efforts; and,

WHEREAS, the Grantee has provided the County with a "Funding Request Application," in which the Grantee set out and identified the activities which Grantee intends to undertake as a community service and identified the person or persons responsible for overseeing and ensuring that those services are, and would be, delivered; and,

WHEREAS, the Grantee is a not-for-profit organization as defined under Internal Revenue Code §501(c)(3); and,

WHEREAS, the funding herein is not to be construed by Grantee or anyone else as a continuing obligation on the part of the County; and,

WHEREAS, the Parties are desirous of reducing their intention to writing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and Grantee, do hereby agree as follows:

I. Recitals. The Recitals to this Agreement for Economic Development are incorporated herein and made a part hereof as if fully set forth below.

II. Effective Date and Term.

This Agreement shall commence on October 1, 2015, or on the date on which the Agreement has been signed by the last party required to execute same, whichever is later.

This Agreement shall end at midnight, local time in Tallahassee, Florida, on September 30, 2016.

III. Services to be Provided

A. Grantee shall provide those activities and services (“Services”) identified in the Funding Request Application submitted to the County, in which the Grantee set out and identified the activities and Services which it would undertake as a community service and identified the person or persons responsible for overseeing and assuring that those Services would be delivered, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully set forth below, to the extent it is not inconsistent with the provisions herein.

B. The Grantee agrees to establish an environment for job creation and capital investment through a comprehensive program of work supporting business development, recruitment, retention, and expansion efforts through product development, marketing, research, technical and business assistance.

C. The Grantee shall provide an emphasis on connecting the private sector, education and government to foster entrepreneurialism, enhance local businesses, grow targeted industry sectors, and attract innovative companies to the region. The Grantee will focus on product development, marketing, research, technical and business assistance, establishment and oversight of industry sector initiatives that

strengthen the competitive advantage of the region and management of special incentives and zones and the Targeted Business Program.

- D. The Grantee agrees to monitor and advance industry sector initiatives that strengthen the competitive advantage of the region and management of special incentives and zones. The Grantee shall serve as the nexus for the private sector, education and government to foster entrepreneurialism, enhance local businesses, grow targeted industry sectors, and attract innovative companies to the region. The Grantee will track job creation, job retention and capital investment related to business retention, expansion, development, and recruitment efforts.
- E. The Grantee shall serve as Enterprise Zone Administrator for EZ 3701, and shall be responsible for coordination of the Enterprise Zone Development Agency Board through the sunset of the program on December 31, 2015.
- F. The Grantee shall establish and maintain a QTI Administrator, whose responsibilities include managing and coordinating the QTI Program.
- G. The Grantee shall create, in coordination with the County and the City of Tallahassee, a standardized process for the review of direct or cash incentive requests made by any relocating and/or expanding business enterprise. The Grantee will maintain an inventory of local, state and federal incentive programs available to qualified business enterprises based on but not limited to targeted sector, capital investment, above average wages and benefit levels of those employment positions that the applicant business enterprise proposes to create.
- H. The Grantee shall coordinate with local economic development partners to facilitate and build upon the success of Entrepreneur Month.

- I. The Grantee shall partner with the County and Domi Education to host two "open house" events each year at the Domi incubator (located at 918 Railroad Ave., Tallahassee, FL). The open house events shall feature Domi Business Incubator program members, their startup businesses, and the Domi incubator partners.
- J. The Grantee shall partner with Domi Education to host and coordinate two private social activities at the Domi incubator each year to help immerse the incubator members with local business leaders. The EDC will be responsible for all costs associated with the open house activities, other than the use of the Domi incubator premises, which shall be provided free of charge to the EDC.
- K. The Grantee shall partner with Domi Education to offer, at minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with the Domi Business Incubator program. Said training will be coordinated by the EDC in conjunction with Domi and may take place at the Domi incubator location, or at an off-site location mutually agreed to by Domi and the EDC.
- L. The Grantee shall partner with the Tallahassee-Leon County Geographic Information Systems (TLC-GIS) staff to provide business data, analytics, and reports to improve the business community and economic vitality with efficient and effective decision-making.
- M. The Grantee shall focus business recruitment efforts through the commercialization of research, in coordination with local partners, from the two major universities in the capital region.
- N. Grantee shall be responsible for all expenses associated with the delivery of Services required by this Agreement.

- O. Grantee shall comply with all applicable laws, ordinances, and regulations governing its operation and in the provision of Services herein required.

IV. Budget and Grant Funds Distribution.

- A. County Agrees to provide \$174,500 in grant funding, for those Services provided by Grantee under this Agreement.
- B. The County will advance the Grantee \$87,250 of its grant funding which has been allocated under this Agreement upon receipt of an appropriate invoice, and the remaining \$87,250 of its funding which has been allocated under this Agreement upon receipt of the mid-year report as set forth in Exhibit B.
- C. Any future distributions to the Grantee will be contingent upon compliance with this Agreement and the status of previously disbursed funds to the Grantee.
- D. Upon the occurrence of a termination of this Agreement, the Grantee shall remit all unexpended funds to the County within ten (10) business days following the effective date of such termination.
- E. Funding for Services shall end September 30, 2016. The Grantee shall return any unexpended funds to the County by October 10, 2016.
- F. County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment as set forth herein to the Grantee at any time and for any reason.

V. Audits, Inspections, Investigations, Records, and Retention:

The Grantee Agrees:

- A. To submit a mid-year and annual report to the County detailing Grantee's efforts in business recruitment, retention, and activities as the QTI Administrator. The annual report shall be submitted to the County by November 12, 2016 and shall be in a format compliant with section 125.045, Florida Statutes. The mid-year and annual reports shall detail how County funds were spent and the results of the Grantee's efforts, and shall, at a minimum, include data on the number of jobs created, the job creation potential of projects in Leon County, and follow-up information on businesses receiving assistance from the Grantee in previous years. The Grantee shall also provide the County with a semi-annual performance report on meeting the current fiscal year program objectives and an annual financial audit for the prior fiscal year no later than the last day of March, 2016. A job is defined for purposes of this Agreement as the created or projected creation of a direct job according to the documented projects worked by the Grantee within the contract period. The Grantee may only report those jobs in which the employer acknowledges the assistance provided by the Grantee as playing a material role in the decision to relocate, create, expand, or retain any such employment position.
- B. Upon the Leon County Board of County Commissioners' formal acceptance of the annual report at a publicly advertised meeting, the Grantee shall submit the annual report to the State of Florida as prescribed in section 125.045, Florida Statutes.
- C. The Grantee shall be required to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement. This

includes the retention of 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 six years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of the six 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, at no additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.

- D. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County.
- E. To provide a financial compliance audit to the County and to ensure that all related party transactions are disclosed to the auditor.
- F. To comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.

VI. Use of Funds for Lobbying Prohibited.

The Grantee agrees not to utilize directly or indirectly, funds provided hereunder for the purpose of lobbying the Leon County Board of County Commissioners, the City of Tallahassee, the Legislature, the Judicial Branch, or any State Agency. This section does not prohibit the Grantee from communicating with County Commissioners, County

staff, the media, or the general public on pending or ongoing economic development projects.

VII. Termination.

- A. This Agreement may be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing by the Parties. Said notice shall be delivered by United States Postal Service or any expedited delivery service that provides verification of delivery, or by hand delivery to the County Administrator or representative of the Grantee.
- B. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 24 hours notice in writing to the Grantee. Said notice shall be sent by United States Postal Service or any expedited delivery service that provides verification of delivery. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated only for any work performed under this Agreement which has been satisfactorily completed.
- C. This Agreement may be terminated as a result of the Grantee's non-performance and/or breach of this Agreement upon not less than 24 hours' written notice to the Grantee. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the County's right to any other available remedies at law or in equity.

- D. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination.

VIII. 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 superseded by this Agreement.

- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. Public Bodies. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by the County 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 attorney's 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 part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. Revision. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.
- N. Publicity. Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by the Grantee have been approved or endorsed by the County or refer to the existence of this Agreement in press releases, advertising or materials distributed by the Grantee to its respective customers.
- O. Public Entity Crime. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she may not submit a bid on a contract to provide any goods or Services to a public

entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.

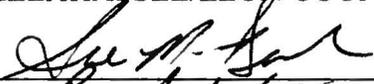
- P. Civil Rights Requirements. The Grantee shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Grantee further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.

- Q. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- R. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- S. Indemnity. The Grantee agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Grantee, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. 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 paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.
- T. Agency. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any Party that the Grantee and County are partners or that Grantee is the agent or representative of the County.
- U. Public Records. The Grantee shall:

1. Keep and maintain those records that ordinarily and necessarily would be required by the County in order to perform the Services under this Agreement, hereinafter "Public Records".
 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
- V. Sovereign Immunity. Nothing herein shall be construed as a waiver of any rights and privileges afforded the County under section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 22nd day of December, 2015.

ECONOMIC DEVELOPMENT COUNCIL
OF TALLAHASSEE/LEON COUNTY

By: 
Its President/CEO

LEON COUNTY, FLORIDA

BY: Bill Proctor
Bill Proctor, Chairman
Board of County Commissioners



ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

BY: Kimberly Fould for Bob Inzer

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: Herbert W.A. Thiele
Herbert W.A. Thiele, Esq.
County Attorney