

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

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

**Tuesday, September 15, 2015  
3:00 P.M.**

### COUNTY COMMISSIONERS

Mary Ann Lindley, Chairman  
At-Large

Jane Sauls  
District 2

John Dailey  
District 3

Bryan Desloge  
District 4



Bill Proctor, Vice Chair  
District 1

Kristin Dozier  
District 5

Nick Maddox  
At-Large

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Selected agenda items are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at [www.clerk.leon.fl.us](http://www.clerk.leon.fl.us)

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 a 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 (Sec. 286.0105, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

**Board of County Commissioners**  
**Leon County, Florida**  
**Agenda**

**Regular Public Meeting**  
**Tuesday, September 15, 2015, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Commissioner Kristin Dozier

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing Bob Ippolito's Contributions to Killearn Estates  
(Commissioner Bryan Desloge)
- Proclamation Recognizing the American Red Cross Capital Area Chapter Volunteer Program  
(Commissioner Bryan Desloge)
- Proclamation Recognizing September 2015 as National Preparedness Month  
(Chairman Mary Ann Lindley)
- Proclamation Recognizing September 2015 as Suicide Awareness and Prevention Month  
(Chairman Mary Ann Lindley)
- Presentation of the 2015 Leon County Neighborhoods and Neighbor of the Year  
(Chairman Mary Ann Lindley)
- Presentation by the Clerk of the Circuit Court & Comptroller Regarding Court Budget and Service Delivery Changes  
(Bob Inzer, Clerk of the Circuit Court & Comptroller)

**CONSENT**

1. Approval of Minutes: June 23, 2015 FY 2016 Budget Workshop; June 23, 2015 Regular Meeting; and, July 7, 2015 Regular Meeting  
(Clerk of the Court/Finance/Board Secretary)
2. Ratification of Commissioners' Appointments to the Development Support and Environmental Management Users Group Committee, Housing Finance Authority, Human Services Grant Review Committee, Library Advisory Board, Tallahassee-Leon County Commission on the Status of Women and Girls  
(County Administrator/County Administration/Agenda Coordinator)
3. Authorization to Proceed with the Development of a School Siting Standards Ordinance  
(County Administrator/Development Support & Environmental Management/Development Services)
4. Approval of a Release, Quitclaim and Termination of Conservation Easement from Joey Charron of Powerhouse Construction of Tallahassee, Inc.  
(County Administrator/Development Support & Environmental Management/Environmental Services)

5. Approval of a Release and Quitclaim of Conservation Easement, and Acceptance of a Conservation Easement from Vien Giac Buddhist Monastery, Inc.  
(County Administrator/Development Support & Environmental Management/Environmental Services)
6. Acceptance of a Conservation Easement from Jenkins Roofing, Inc.  
(County Administrator/Development Support & Environmental Management/Environmental Services)
7. Approval of the Veterans Emergency Assistance Program Memorandum of Agreement with Florida Veterans Foundation  
(County Administrator/Office of Human Services & Community Partnerships/Veteran Services)
8. Adoption of Proposed Revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"  
(County Administrator/Human Resources)
9. Approval of Payment of Bills and Vouchers Submitted for September 15, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 16 through September 28, 2015  
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
10. Approval to Certify the Tax Collector's Recapitulation of the Property Tax Rolls for 2014  
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)
11. Approval of the Submittal of Two Federal Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grants to the Florida Department of Law Enforcement and Approval of the Memorandum of Understanding Between Leon County and the City of Tallahassee Regarding the Distribution of U.S. Department of Justice Assistance Grants Funding  
(County Administrator/Office of Financial Stewardship/Grants)
12. Approval to Allocate Funds for Fiscal Year 2014/15 to the Leon County School Board for the Leon County Expanded Driver's Education Program and Approval of Agreement with Leon County Schools for Fiscal Year 2015/16  
(County Administrator/Office of Intervention & Detention Alternatives)
13. Acceptance of Bequest of \$102,987 from the Trust Fund of Russell Chaney to the LeRoy Collins Leon County Public Library  
(County Administrator/Office of Library Services)
14. Approval of the Leon County Office of Library Services FY 15-16 Annual Plan and Approval of the State Aid to Libraries Grant Agreement Between the Florida Department of State and Leon County  
(County Administrator/Office of Library Services)
15. Adoption of a Proposed Enabling Resolution Reauthorizing the Countywide Water Resources Citizens Committee  
(County Administrator/ Planning, Land Management & Community Enhancement/Planning)

16. Acceptance of Recommendations and Resolution from the Water Resources Advisory Committee Regarding Porter Sink  
(County Administrator/Planning, Land Management & Community Enhancement//Planning)
17. Approval to Renew the Agreements with Tallahassee Community College and North Florida Community College for the Provision of Internships for Emergency Medical Services Technology Students  
(County Administrator/Public Safety/Emergency Medical Services)
18. Acceptance of the Florida Department of Health County Emergency Medical Services Entitlement Grant in the Amount of \$41,204  
(County Administrator/Public Safety/Emergency Medical Services)
19. Approval of an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation  
(County Administrator/Public Works/Engineering)
20. Request to Schedule First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services" for Tuesday, October 13, 2015 at 6:00 p.m.  
(County Attorney)
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)

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

None.

### **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**

22. Acceptance of Gartner Computer Aided Dispatch (CAD) Assessment Report and Approval of PremierOne Computer Aided Dispatch Maintenance and Support Agreement with Motorola for the Computer Aided Dispatch (CAD) System  
(County Administrator/County Administration/Office of Information and Technology)
23. Acceptance of a Status Report on Swimming Lessons, Including Infant Water Survival Instruction, as a Home Occupation  
(County Administrator/County Administration/Development Support & Environmental Management)
24. Authorization to Amend the FY 2014-15 Primary Healthcare Contracts with Bond Community Health Center and Neighborhood Medical Center  
(County Administrator/Office of Human Services & Community Partnerships/Primary Healthcare)

25. Approval of Agreement Awarding Bid to Allen's Excavating, Inc. in the Amount of \$1,991,833 for Construction of Phase 1 Magnolia Multi-use Trail and City Utility Improvements  
(County Administrator/Public Works/Engineering)
26. Approval of Agreement Awarding Bid to Barkley Security Agency, Inc. in the Amount of \$272,312 for Security Guard Services, as a Continuing Services Contract  
(County Administrator/Public Works/Facilities Management)
27. Authorization to Amend the Tallahassee-Leon County Comprehensive Plan Intergovernmental Coordination Element Regarding an Interlocal Agreement Governing Annexation Procedures  
(County Attorney)
28. Consideration of Full Board Appointments to the Development Support and Environmental Management Citizen's User Group, Educational Facilities Authority, Palmer Munroe Community Executive Committee, and CareerSource Capital Region  
(County Administrator/County Administration/Agenda Coordinator)

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

29. First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016  
(County Administrator/Financial Stewardship/Office of Management & Budget)
30. First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance  
(County Administrator/ Development Support & Environmental Management/Development Services)

**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**

- Capital Region Community Development District – Record of Proceedings for the June 11, 2015 Meeting
- Northwest Florida Water Management District Tentative Budget for Fiscal Year 2015-2016

**ADJOURN**

*The next Regular Board of County Commissioners Meeting is scheduled for  
**Tuesday, September 29, 2015 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](http://www.leoncountyfl.gov)**

## 2015

### JANUARY

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**PUBLIC NOTICE**  
**2015 Tentative Schedule**

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

All sessions are held in the Commission Chambers, 5<sup>th</sup> 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>
September 2015	Monday 7	Offices Closed	LABOR DAY HOLIDAY
	Monday 14	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 15	12:00 – 1:30 p.m.	Workshop on Update from the Council on Culture & Arts on the Implementation of the Cultural Plan
		1:30 – 3:00 p.m.	Workshop on the 2016 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016
			First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance
	Wednesday 16 – Saturday 19	Congressional Black Caucus Annual Legislative Conference	Washington, D.C.
	Monday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 24	4:00 p.m.	Community Redevelopment Agency City Commission Chambers
	Sunday 27 – Wednesday 30	ICMA Annual Conference	Seattle/King County Washington
	<b>Tuesday 29</b>	1:30 – 3:00 p.m.	Workshop on Update from the Council on Culture & Arts on the Implementation of the Cultural Plan
		3:00 p.m.	Regular Meeting
		<b>6:00 p.m.</b>	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016
			<b><u>First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule</u></b>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>October 2015</b>	Tuesday 13	12:00 – 3:00 p.m.	Workshop with United Way Regarding the Community Human Services Partnership Process
		3:00 p.m.	Regular Meeting
		6:00 p.m.	First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services"
	Monday 19	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; <i>Location to be determined</i>
	<i>Thursday 22 – Friday 23</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Tuesday 27	1:30 – 3:00 p.m.	Workshop on the MWSBE Program
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Public Hearing on Cycle 2015-2 Comprehensive Plan Amendments
	Thursday 29	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
<b>November 2015</b>	<b>Wednesday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization of the Board Regular Meeting
	<i>Wednesday 18- Friday 20</i>	<i>FAC Legislative Conference and Commissioner Workshops</i>	<i>Nassau County</i>
	Thursday 19	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Thursday 26</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 27</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>December 2015</b>	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Public Hearing on Cycle 2015-2 Comprehensive Plan Amendments
	Thursday 10	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Tuesday 22</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Friday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<b>January 2016</b>	<b>Friday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>

## **Citizen Committees, Boards, and Authorities 2015 Expirations and Vacancies**

[www.leoncountyfl.gov/committees/expire.asp](http://www.leoncountyfl.gov/committees/expire.asp)

### **VACANCIES**

#### **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 (7 appointments)

A member who is engaged in providing development, planning or environmental-related consulting services;

A member who is engaged as a real estate professional or represents a real estate-related organization or association;

A member who serves on a neighborhood association board or represents a neighborhood-based organization or association;

A member who is employed by the university or local school system;

A member who is involved with land development;

A member who represents a business association or organization; and

A member who represents a community-based, environment-related organization.

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)

#### **Educational Facilities Authority**

Board of County Commissioners (1 appointment)

#### **Human Services Grant Review Committee**

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

#### **Library Advisory Board**

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

#### **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**

#### **SEPTEMBER 30, 2015**

#### **Commission on the Status of Women and Girls**

Board of County Commissioners (3 appointments)

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

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

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

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

Tallahassee City Commission (4 appointments)

*(September 30, 2015 Continued)*

**Housing Finance Authority (and CDBG Citizens Task Force)**

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

**Palmer Munroe Teen Center Board of Trustees**

Board of County Commissioners (1 appointment)

**OCTOBER 31, 2015**

**Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointment)

**Tourist Development Council**

Board of County Commissioners (1 appointment)

**Water Resources Committee**

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

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

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

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

**DECEMBER 31, 2015**

**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)

**Joint City/County Bicycle Working Group**

Board of County Commissioners (4 appointments)

Tallahassee City Commission (2 appointments)

**Library Advisory Board**

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

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

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

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #1

September 15, 2015

To: Honorable Chairman and Members of the Board  
From: Vincent S. Long, County Administrator   
Title: Approval of Minutes: June 23, 2015 FY2016 Budget Workshop; June 23, 2015 Regular Meeting; and, July 7, 2015 Regular Meeting

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Betsy Coxen, Finance Director, Clerk of the Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Rebecca Vause, Board Secretary

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the minutes of the June 23, 2015 FY2016 Budget Workshop; June 23, 2015 Regular Meeting; and, July 7, 2015 Regular Meeting

### **Attachments:**

1. June 23, 2015 FY2016 Budget Workshop
2. June 23, 2015 Regular Meeting
3. July 7, 2015 Regular Meeting

**LEON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
FISCAL YEAR 2016 BUDGET WORKSHOP  
June 23, 2015**

The Leon County Board of County Commissioners met for a FY 2016 Budget Workshop on Tuesday, June 23, 2015.

Attending were: Chairman Mary Ann Lindley, Vice Chairman Bill Proctor and Commissioners Jane Sauls, Nick Maddox, John Dailey, Kristin Dozier and Bryan Desloge. Also attending were County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

Chairman Lindley called the Budget Workshop to order at 9:03 a.m.

Facilitators: Vincent Long, County Administrator  
Alan Rosenzweig, Deputy County Administrator  
Scott Ross, Director, Office of Financial Stewardship

County Administrator Long announced that this was the Board's second workshop to discuss the tentative FY 2016 budget, and if needed, another is scheduled in July. He thanked the Board for providing clear and steady policy direction on a number of issues, i.e., fire services funding, creating a new competitive primary health care funding mechanism, establishing sidewalk prioritization and funding process and long term direction on the land fill. He mentioned that while the County continues to face challenges associated with slow economic recovery, the County's solid financial condition reflects the Board's strong financial leadership. He recognized Director of Financial Stewardship Scott Ross and budget staff for their great work in development of the proposed budget. He also noted the significant impact the Constitutional Offices have on the County's budget and very much appreciated the Constitutional Officers for their spirit of cooperation.

**Workshop Item #1: Strategic Initiatives Status Report**

County Administrator Long provided an update on the Board's Strategic Initiatives. He shared that of the 136 initiatives, 117 are complete and 19 are in progress. He reminded the Board that it would have an opportunity at its December Retreat to amend or create new initiatives.

*This item was accepted without objection or comment.*

**Workshop Item #2: FY 2016 Preliminary Budget Overview**

County Administrator Long stated that staff has presented a tentative balanced budget at the current millage rate. He mentioned that the proposed budget of \$238.4 million is a 4.4% increase from last year; however, excluding the funding increases for the Fire Department and the every four year extraordinary "spike" in the Supervisor of Elections requirements to support the Presidential election process, the preliminary budget increase is 3.6%. He commented that the Board's efforts over the past several years to address long term chronic fiscal issues have positioned the County to remain financially viable into the future. He added that the budget approach continues to be conservative and reflects the slow economic recovery, but also allows progress on the Board's highest priorities.

Alan Rosenzweig, Deputy County Administrator, provided an overview of the preliminary budget. He mentioned that major elements of the budget was provided in the Board's workshop packet; however, highlighted areas such as:

- Expected revenues and expenditures;
- Use of the Fund Balance, and
- Proposed Capital Improvement Plan.

Mr. Rosenzweig also relayed that the County continues to maintain the lowest net budget, the lowest budget per resident, and the second lowest number of employees per capita when compared to comparable counties.

Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept staff's report on the preliminary budget.

Commissioner Desloge emphasized the need for continued restraint as the Board goes through the budget process.

Commissioner Proctor established with Mr. Rosenzweig that the elimination of two Probation/Pretrial Officer positions were a result of the consolidation of the Office of Intervention and Detention Alternatives' Probation and Pretrial Release programs. Commissioner Proctor requested that staff provide an inventory of the offices that would be relocating and what vacant space would be available due to the movement of offices and staff.

The motion carried 7-0.

**Workshop Item #3: Approval to Allocate \$30,000 to Support the Leon Works Exposition**

County Administrator Long commented that the item implements the Board's Strategic Initiative to educate high school students on middle skill career opportunities and also focus on those adults who may be seeking career opportunities. He stated that the Expo is scheduled for October 23, 2015 at Lively Technical Center and is a collaborative effort between the County and many local partners and businesses.

Chairman Lindley noted the relevance of this important initiative as the need for jobs becomes more important.

Commissioner Dozier expressed appreciation for the timeliness of the initiative and commented that she is hearing that a labor shortage is anticipated in the construction industry.

Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the one-time allocation of \$30,000 to support the 2015 Leon Works Exposition to be held on October 23, 2015 at Lively Technical Center. The motion carried 7-0.

**Workshop Item #4: Approval to Redirect \$25,000 QTI Budget Through FY18 to Support Broadband Internet for Domi Station**

County Administrator Long stated that the item responds to a Board directive from its May 12<sup>th</sup> meeting for staff to bring back a discussion item regarding the provision of broadband internet service to Domi Station.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Redirect the annual QTI budget of \$25,000 for FY 2016 through FY 2018 to support Broadband Internet for Domi Station. The motion carried 7-0.

**Workshop Item #5: Acceptance of Update Regarding Budget Savings Related to the Refunding of the Remaining Capital Improvement Revenue Bonds, Series 2005**

County Administrator Long conveyed that 10 financial entities responded to the County's bid solicitation for refunding of the remaining Capital Improvement Revenue Bonds. Capital City Bank was the lowest bidder at 0.83% for the remaining two years of outstanding debt. The item is projected to save \$300,000 in FY 2016 and approximately \$585,000 over the next two years.

*Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept the update regarding the budget savings related to the refunding of the remaining Capital Improvement Revenue Bonds, Series 2005. The motion carried 7-0.*

**Workshop Item #6: Consideration of Providing Additional funding to Legal Services of North Florida in the Amount of \$100,000**

County Administrator Long indicated that the Board had at its March 10<sup>th</sup> meeting directed staff, as part of setting the maximum discretionary funding levels for FY 2016, to review providing Legal Services of North Florida (LSNF) an additional \$200,000 (which was their ask). He submitted that Leon County has historically provided funding support for legal services in excess of the statutorily required limit and the proposed additional funding will allow LSNF to see an additional 210 to 230 Leon County residents annually.

Commissioner Proctor affirmed with Mr. Rosenzweig that the additional funding would not impact funding for the County's Pretrial Release Program. He also stated that while he understands the need for the funding request, was not sure that the County should be looked upon as a continuing funding source and hoped that they would again be financially independent.

*Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Option 1: Authorize an additional \$100,000 in the FY 2016 preliminary budget for Legal Services of North Florida to provide legal service to qualifying individuals residing in Leon County.*

Commissioner Dozier commented that access by the poor to legal services is important and necessary for the community. She expressed hope that state funding would be increased in the upcoming years and appreciated staff's creative efforts so that the additional funding could be realized.

Commissioner Desloge noted that this is an extraordinary circumstance; however, does not want to have to do this every year.

Commissioner Dailey commented that the \$100,000 would fund 83% of a full-time attorney position and suggested that the Board consider funding the position at 100%. He ascertained from County Administrator Long that an additional \$20,000-\$25,000 would be required. He stated that he would support the motion on the floor, but recommended that the additional \$25,000 be revisited later in the workshop.

*Commissioner Dozier offered an amendment to accept staff's recommendation (Option 1) and direct staff to include for discussion the additional \$25,000 funding as part of the ratification. The amendment was accepted by Commissioners Dailey and Maddox.*

*The amended motion carried 7-0.*

**Workshop Item #7: Acceptance of Findings and Recommendations of the Market Analysis Salary Study Conducted for the Leon County Sheriff's Office Sworn Law Enforcement and Sworn Corrections Personnel**

County Administrator Long expressed appreciation to Sheriff Wood and his staff for working closely with the County on creating an appropriate pay plan and plan of action to address the Sheriff's office pay structure. He shared that there would be a budget impact of \$2.4 million over three years and \$670,000 for FY 2016.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the findings and recommendations of the Market Analysis Salary Study for the Leon County Sheriff's Office (LCSO) and implement the proposed Three Year Implementation Plan (FY16-FY18) developed by staff and approved by the Sheriff. The motion carried 6-0 (Commissioner Dozier out of Chambers).*

**Workshop Item #8: Adoption of Proposed Market-Based Revisions to the Classification and Pay Plan**

County Administrator Long explained that the County's pay plan had not had an across the board adjustment in over a decade. He advised that in the analysis of 10 counties, adjusting for regional price differences, Leon County minimum salaries averaged almost 18% below the market. He stated that the adjustment would lift the pay for the lowest paid entry level employees from \$8.23 an hour to \$9.05 an hour.

Commissioner Proctor expressed disappointment that the goal was not higher and believed employees deserved more. He urged the Board to consider more than what was being proposed. County Administrator Long explained that the item is a correction to the overall pay plan and deals with lower range of job categories and would help with recruitment.

Commissioner Dozier commented that this was a step in the right direction and hoped that the lowest pay ranges can be revisited in the next few years.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3, 4, & 5: 1) Adopt the proposed revised minimum rates of pay as reflected in the proposed revised Pay Plan; 2) Adopt proposed new Section 4.06, "Market Adjustment" as part of Leon County's Personnel Policies and Procedures; 3) Adopt proposed revised Section 5.02, "Administration" of Leon County's Personnel Policies and Procedures; 4) Direct staff to bring employees to the minimum pay rate for their pay grade, as identified in the proposed revised Pay Plan, if their current pay rate is less than that amount, and 5) Direct staff, as part of the annual budget process, to continue to review and recommend adjustments to the County's Pay Plan in order to achieve and maintain market competitiveness.*

Commissioner Proctor asked how County wages compare with the City, FSU, and FAMU. Candice Wilson, Human Resources Director, responded that a comparison of wages was done between the County and the City of Tallahassee and County wages were lower than the City's compatible positions.

*The motion carried 7-0.*

**Workshop Item #9: Consideration of Conducting a Disparity Study Update for the Minority, Women, and Small Business Enterprise (MWSBE) Program**

County Administrator Long provided that Leon County has a race and gender specific WMBE program with an objective of promoting parity. He shared that the underlying analysis to support the program was last updated in 2009 and needs to be updated every five years. The cost of the quantitative disparity study is \$250,000.

*Commissioner Maddox moved, duly seconded by Commissioner Dailey, approval of Options 1 & 2: 1) Approve \$250,000 for a quantitative disparity study for the MWSBE Program, and 2) Direct staff to issue a Request for Proposals to conduct the quantitative disparity study.*

Commissioner Dailey asked that the study also include: 1) a comparison of the County's program with other counties, the state program and the federal program; 2) how they all fit in together, and 3) recommendations to deal with this going forward. He referenced instances where a vendor might meet the County's standards for a project, but not the state or federal standards; which causes major issues.

Commissioner Dozier asked that the study compare the number of women or minority owned businesses that currently exist with the number of women or minority owned businesses when the study was first initiated. She noted that the list of local governments that still have race and gender specific programs (as provided in the agenda item) was relatively small and asked if this was an exhaustive list. County Administrator Long responded that it provided a good "snap shot" of what exists; however, he mentioned that many communities have transitioned to a small business model. Commissioner Dozier mentioned that she was interested in learning and discussing why other communities have moved in another direction.

Commissioner Desloge echoed the sentiments of Commissioner Dozier. He indicated an interest in having a program that is the most effective and efficient and should there be other better processes being utilized, he was interested in discussing these also. He asked about the time sensitivity of the study and ascertained from County Administrator Long that the Board could earmark \$250,000 for the study in the FY 2016 budget and schedule a workshop in the fall to discuss the MWSBE program and look at ways to make the program more effective.

*Commissioner Desloge offered a substitute motion, duly seconded by Commissioner Dozier, to include \$250,000 for a disparity study in the FY 2016 budget; however, prior to initiating the study, directed staff to schedule a workshop in the fall on the WMSBE program and ways to make the program more effective and efficient.*

Commissioner Proctor offered that the amount of money that has been delivered to minority businesses (women, hispanic and black) through the program was fewer than five percent. He stated that he did not support the disparity study being done by MGT. He also suggested that \$250,000 would be better utilized to fund a study on the merger of local law enforcement. He asserted that the merger of law enforcement and creating greater economic efficiencies in the delivery of public safety was more important. He distributed a memo to the Board outlining his position on this issue and stated that he would request later today the Board's consideration for a law enforcement merger study.

Commissioner Maddox stated that he would support the substitute motion; however, would not advocate to dismantle the County's MWSBE Program. He did favor looking at ways to improve the program and looked forward to that discussion at the proposed workshop.

*The substitute motion carried 7-0.*

**Workshop Item #10: Adoption of a Resolution to Establish a Compliance Certification Letter Cost Recovery Fee for Open Code Violations and Lien Research**

County Administrator Long conveyed that the Development Support and Environmental Management (DSEM) and Code Compliance Programs receive multiple requests for status information pertaining to a property. He stated that the item proposes implementing a cost recovery fee of \$90 which would be charged to institutions seeking a formal letter, but not to individual citizens requesting general information. He mentioned that the fee was consistent with other communities and is the same amount the County currently charges for issuing zoning certification letters.

Commissioner Dozier commented that she was comfortable with the item; however, noted the broad range of fees among the various counties referenced in the agenda item. David McDevitt, DSEM Director, responded that the cost disparity had to do with the technology available to access and deliver the information, i.e., how automated are the files, etc.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Adopt the proposed Resolution to establish a cost recovery fee for the issuance of a Compliance Certification Letter regarding open code violations and lien research.*

The motion carried 7-0.

10:30 a.m. - Chairman Lindley announced that the Board would take a short recess.

10:44 a.m. - The Board reconvened.

### **Workshop Item #11: Consideration of Funding Request by the Red Hills Horse Trials**

County Administrator Long relayed that since 2012 the County has provided \$310,000 in support of the event. He noted that Red Hills Horse Trials (RHHT) current request represents \$60,000 in operating and \$90,000 in capital improvement needs. He stated that the operating request does meet the requirements of the Signature Event program and recommended that the TDC review Red Hills's future capital improvement needs and sustainability and bring recommendations back to the Board.

Commissioner Proctor stated that he would be unable to support staff's recommendation. He opined that given the amount of money given to the event, the County should be a title sponsor. He commented that the event does not benefit the citizens of his district and fosters economic segregation.

Commissioner Maddox established with County Administrator Long that the funding request is not included in the proposed budget. He commented that while he supported the event, he asked that the recommendations that come back to the Board include a multi-year proposal which looks at the event becoming self-sufficient after a certain period of time.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Accept the status report and direct RHHT to apply for a Signature Event to support its operating costs for the 2016 event, and 2) Direct the TDC to review RHHT's future capital improvement needs and sustainability, and bring recommendations back to the Board.*

Commissioner Desloge pointed out that the event has grown and is now on the scale of Springtime Tallahassee. He voiced his support for the event.

Commissioner Dozier stated that the County has given a lot in recent years in support of the event which has resulted in a direct positive economic impact to the community. She acknowledged some concern regarding the sustainability of the event and did not want to put monies into a facility that does not have good operations. She spoke of the success of the Signature Event Grant Program and wondered if the amount of money allocated within the TDC budget was sufficient to cover the demand. Lee Daniel, Tourism Development Director, responded that based on the money carried forward into the current year and the anticipated need for this year, believed the funding was sufficient.

Commissioner Proctor indicated that he would like for the Universal Circus to perform in Tallahassee and ascertained from Mr. Daniel that they were eligible to make application for a grant through the Signature Event Grant Program. Some discussion ensued regarding whether they would qualify for the grant; however, Mr. Daniel stated that he would reach out to the organization.

The motion carried 6-1 (Commissioner Proctor in opposition).

**Workshop Item #12: Establishment of FY 16 Primary Healthcare Funding Levels**

County Administrator Long recalled that the Board had, at its April 28, 2015 Budget Workshop, approved the establishment of a new methodology for those CareNet agencies who are reimbursed on a per patient visit rate. Rather than independently contracting with multiple providers for a predetermined number of patient reimbursements, this model will pool the available resources for primary and mental healthcare services on a first-come, first-served basis.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Establish the FY 16 Primary Healthcare Program funding at the current funding level of \$1,939,582, as set forth:*

**Recommended FY 2016 Primary Health Care Funding Level**

Program		Rec. FY 16 Funding
Competitive Provider Pool Reimbursements (Bond, NMC, and Apalachee Center)	Primary Care Patient Visits	\$1,059,015
	Mental Health Patient Visits	\$264,753
Capital Medical Society Foundation/We Care Network		\$168,826
FAMU Pharmacy Pharmaceutical Services		\$177,500
FAMU Pharmacy Diabetes Partnership		\$67,000
Florida Healthy Kids Health Insurance Program		\$2,488
Tallahassee Memorial HealthCare Trauma Center		\$200,000
<b>Total</b>		<b>\$1,939,582</b>

Commissioner Proctor expressed his disappointment that the City of Tallahassee does not contribute to the cost of health care and suggested that the County seek support from the City to help provide for the indigent, under/noninsured citizens of the community. He asked Chairman Lindley to continue to bring this issue up in her meetings with the Mayor.

Commissioner Maddox thanked staff for their work on this issue and confirmed with County Administrator Long that a status report would be provided to the Board mid-fiscal year.

The motion carried 7-0.

**Workshop Item #13: Approval of Operation Thank You Initiative to Provide Enhance Programs and Services to Leon County Veterans and Reallocation of Funds for the Veterans Emergency Assistance Program and the Active Duty Grant Program**

County Administrator Long shared that the item proposes the establishment of the Operation Thank You Initiative in lieu of an annual Operation Thank You event which would broaden the County's efforts to honor and recognize veterans throughout the year. Additionally, the item recommends the reallocation of approximately \$25,000 from the Active Duty Grant Program to the Veterans Emergency Assistance Program.

Commissioner Dailey thanked staff, with special acknowledgement to Shington Lamy, for their efforts in regard to the Operation Thank You events.

Commissioner Dailey moved, duly seconded by Commissioner Sauls, approval of Options 1, 2, & 3: 1) Approve the establishment of the Operation Thank You Initiative in lieu of the Operation Thank You events to honor and recognize veterans in the amount of \$15,000 annually; 2) Direct staff to prepare a policy for the Veterans Organizations Grant Assistance Program for Board consideration, and 3) Approve the reallocation of Active Duty Grant Program funds in the amount of \$25,000 to the Veterans Emergency Assistance Program.

Commissioner Dozier suggested that consideration be given to revisiting the Iraq/Afghanistan and Desert Storm veterans, as they were the first group to be honored by the Operation Thank You event. She expressed support for the event to focus on one group of veterans as it highlights their particular service. She brought up the need to help foreign born veterans who never gained their citizenship become US citizens.

The motion carried 7-0.

**Workshop Item #14: Approval to Fund a Series of Celebration Events for the 25<sup>th</sup> Anniversary of the Downtown Main Library**

County Administrator Long stated that the item contemplates setting aside \$20,000 from prior library donations to support next year's celebration. He added that the County would work closely with community partners in the planning of events and a more complete proposal would be presented to the Board in early fall.

Commissioner Desloge moved, duly seconded by Commissioner Proctor, approval of Option 1: Approve \$20,000 from existing donated funds to support a series of celebration events for the 25<sup>th</sup> anniversary of the downtown main library. The motion carried 7-0.

**Workshop Item #15: Consideration of Establishing a Medical Examiner Facility at the Previous Mosquito Control/Animal Control Municipal Way Building**

County Administrator Long stated that the County currently utilizes space provided by Tallahassee Memorial Healthcare for its medical examiner; however, they have indicated that the space would be needed for their long term needs. He mentioned that Florida Statutes requires County's to fund the medical examiners space and staff has identified that 10 of the 12 medical examiner districts reviewed are functioning in a County owned and operated facility. He added that the relocation of Animal Control to the Public Safety Complex has created an opportunity for that to become the medical examiners facility. He stated that this approach is considerably less expensive than building a new standalone facility and added that the cost could be offset by the selling of County owned property at the corner of Miccosukee and North Blair Stone Roads.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the renovation of the former mosquito Control/Animal Control building for use as a Medical Examiner facility and authorize the inclusion of the associated phased funding of the project over the next three fiscal years budgets, including \$236,400 in FY 2016, and 2) Direct the County Administrator to proceed with the sale of the County-owned property at the intersection of Miccosukee and North Blair Stone Roads to support the Medical Examiner capital project funding requirement.

Commissioner Proctor stated that he was somewhat hesitant to sell the property and was concerned about what possibly could be built on the site. He added that the property was across the street from the County's Public Works facility and might be needed for future growth. He suggested that more thought be given before selling such a "special" piece of property.

Commissioner Proctor offered a substitute motion to table the item until September and ask staff to bring back options for the property. The motion died for lack of a second.

County Administrator Long responded that this is a highly sought after parcel and that the market would drive its use. He assured the Board that the selling of the property would be controlled by the County.

The motion carried 6-1 (Commissioner Proctor in opposition).

#### **Workshop Item #16: Consideration of Supervisor of Election Space Consolidation**

County Administrator Long introduced the item and provided an overview of the proposed consolidation.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Authorize the County Administrator to negotiate a lease agreement for the \$15,000 square feet of additional space in the former Big Lots store adjacent to the Voting Operations Center to consolidate the Supervisor of Elections' Voting Operations Center and Administrative Offices, and 2) Authorize the Supervisor of Elections to begin funding the necessary planning and construction for the expansion from the SOE existing operation budget in the amount of \$425,000.*

Commissioner Proctor stated that this is a major request and expressed disappointment that the Supervisor of Elections was not in attendance.

Chairman Lindley acknowledged the attendance of Elections staff.

The motion carried 6-0 (Commissioner Desloge out of Chambers)

#### **Workshop Item #17: Consideration of Court Administration Funding Request**

County Administrator Long conveyed that the Chief Judge is required to submit to the Chairman a tentative budget request for local court requirements. He pointed out that, in accordance with Florida Statutes, the Board maintains discretion on what funding to provide for these annual requests. He stated that the Chief Judge has requested from general revenue an additional \$45,000 to subsidize the program; which will grow to \$70,000 next year. He advised that staff does not recommend supporting the funding request.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve funding in the FY2016 Budget for the local requirements requested by the Chief Judge, excluding general revenue for the Teen Court program. The motion carried 7-0.*

#### **Workshop Item #18: Adoption of Solid Waste Rate Resolution**

County Administrator Long conveyed that the proposed change to the Transfer Station tip fee is from \$36.50/ton to \$38.09/ton, which will generate approximately \$240,000 in increased revenue to support the on-going operation of the Transfer Station.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the Solid Waste Rate Resolution, which includes establishing the FY2016 Transfer Station Tip Fee at \$38.09 per ton. The motion carried 7-0.*

**Workshop Item #19: FY 2016 Maximum Discretionary Funding Levels**

County Administrator Long stated that \$1,152,000 in discretionary funding is recommended and includes a \$25,000 allocation to the Domestic Violence Coordinating Council, as directed by the Board at its March 10, 2015 meeting. He shared that the recommended funding level for the Community Human Service Partnership (CHSP) Program was \$1 million and staff has provided some options to move toward the \$1.2 million funding level (in FY 2017) as directed by the Board.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Allocation \$1,152,000 in the FY 2016 budget for discretionary funding as follows:*

<b>Category or Agency</b>	<b>Recommended FY 2016 Funding</b>
Community Human Service Partnership	\$1,000,000
Homeless Shelter Relocation (Capital Costs)	\$100,000
Domestic Violence Coordinating Council	\$25,000
Celebrate America 4 <sup>th</sup> of July Celebration	\$2,500
Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee)	\$4,500
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000
Table and Event Sponsorships	\$15,000
<b>Total</b>	<b>\$1,152,000</b>

Commissioner Dailey stated that he was pleased that CHSP funding was increased to \$1 million. He suggested that the Board schedule a workshop with the United Way to include a discussion on what should be retained as line item funding vs. what was appropriate to be moved under CHSP and what qualifies an agency to receive funding and to include a discussion on special events funding for the future. Commissioner Dailey also expressed great disappointment that Whole Child Leon did not apply for CHSP funding this year even though the Board had at a prior meeting (October 28, 2014) directed the organization to seek funding through CHSP.

*Commissioner Dailey offered a friendly amendment to schedule a CHSP workshop with United Way to discuss: 1) what should be retained as line item funding vs. what was appropriate to be moved under CHSP; 2) what qualifies an agency to receive funding and 3) special events funding for the future. The friendly amendment was accepted by Commissioner Maddox.*

Commissioner Proctor voiced support for the amended motion as he felt there are often times organizations have been made to feel excluded from the CHSP process. He also affirmed with Mr. Rosenzweig that \$100,000 is contemplated for the LIFT program via a recommendation from the Public Safety Coordinating Council.

Commissioner Dozier requested that the workshop also include an opportunity to ask questions of those organizations seeking line item funding. She mentioned that this was the first year that the CHSP application process went on-line and voiced interest in receiving a report at the workshop on how the process worked. Regarding the timing for scheduling of the workshop, she asked that staff

take into consideration the next meeting of the Joint Planning Board and suggested the workshop take place prior to that meeting. Commissioner Dozier commented that she too was pleased with the increase in CHSP funding and appreciated staff's recommendation that the \$150,000 currently obligated to the Palmer Monroe Teen Center (through a three year funding agreement with the City of Tallahassee) be allocated to the CHSP process.

Commissioner Desloge asked for more information on the discussion and the Board's direction to Whole Child Leon to pursue CHSP funding. County Administrator Long stated that information would be included as part of the budget ratification agenda item.

Commissioner Dailey asked that staff provide copies of the budget requests received for agencies requesting line item funding. He also requested information on the funding allocation to the Economic Development Council and how the new sales tax extension revenue will affect future EDC funding. Ken Morris, Assistant County Administrator, provided that the County's current EDC funding amounts to \$174,500 and the City currently provides \$115,000. He also shared that an agenda item would be provided to the Intergovernmental Agency in early 2016 dealing with the anticipated sales tax revenue.

Commissioner Maddox also expressed his frustrations that Whole Child did not make application to the CHSP process and established with County Administrator Long that there was County policy which stipulates that if an organization is CHSP eligible and did not apply for CHSP funding, they were not to be included as a line item. Mr. Long also commented that the proposed workshop would provide clarification on the CHSP process and requirements that make an organization CHSP eligible. Commissioner Maddox added that should it be learned that Whole Child was CHSP eligible, he would be looking for a way to remove the funding.

Commissioner Dozier disclosed that her father serves on the Whole Child Board and while she too had served was no longer on the Board. She stated that she looked forward to the workshop as there are a number of lingering questions that required clarification. She offered that historically agencies that did not provide direct services could not apply for CHSP funding and suggested that Whole Child's request for line item funding pertained to the portion of the organization that did not offer the direct services.

*The motion as amended carried 7-0.*

**Workshop Item #20: Consideration to Fund a Mini-Grant Process to Support Community Solutions to Serve At-Risk and Economically Disadvantaged Youth**

County Administrator Long mentioned that the item responds to Board direction received at the June 9, 2015 meeting. He recalled that Commissioner Proctor had recently hosted a community forum whereby members of the public underscored the importance of citizens working in collaboration with law enforcement and taking responsibility in combating neighborhood violence. He indicated that staff has offered two approaches to implement the mini grant process: 1) utilize CHSP to review applications and provide recommendations for the mini-grants, or 2) establish a standalone process by directly appointing citizens to review applications and provide recommendations for the mini-grants. Mr. Long suggested that the \$100,000 be supported through an increase in the use of fund balance.

Commissioner Proctor commended Commissioner Maddox for bringing this item to the forefront. He mentioned the City's commitment of \$100,000 and suggested a conversation with the City to ensure that funds are used to make the most impact.

*Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Option 2: Allocate \$100,000 in fund balance for mini-grants to non-CHSP organizations that specifically support community solutions for at-risk and economically disadvantaged youth and direct staff to bring back an agenda item and Enabling Resolution (in September) establishing a volunteer citizen advisory committee to make funding recommendations to the Board.*

Commissioner Maddox emphasized that his priority was to get \$100,000 to address the needs on the Southside; and, while there are organizations who receive CHSP funding that are doing amazing things, believed that there are individuals with ideas that have merit that are not part of the CHSP process.

Commissioner Dailey submitted that this was an important issue and suggested that the Board create a new line item entitled "community solutions fund" within the budget with the expectation it be a recurring line item. He stated that he was unsure at this time the best use of the funds and recommended Commissioner Maddox work with in conjunction with staff and local providers to make recommendations to the Board on distribution of monies. He also noted that the Board could, as well, throughout the year appropriate some of the resources in other parts of the County specially geared toward specific issues.

Commissioner Desloge indicated that he favored utilization of the CHSP process for distribution of the monies, with direction and focus on incentivizing some of the small startup programs that would not traditionally fall in a traditional CHSP program. He too mentioned partnering with the City.

*Commissioner Dozier offered a substitute motion to allocate \$100,000 into the FY 2016 budget for organizations that specifically support community solutions for at-risk and economically disadvantaged youth and appoint Commissioner Maddox to work with staff and other agencies (including the City of Tallahassee) to determine the best way to allocate and coordinate the funding of agencies to avoid duplication of efforts by September 2015. The substitute motion was seconded by Commissioner Proctor.*

Chairman Lindley restated the motion pointing out that the substitute motion did not establish a citizens advisory committee or provide recurring funding for a citizens solutions fund line item.

Commissioner Maddox stated that he would support the substitute motion; but reiterated that he would be looking for solutions from within the community.

*The substitute motion carried 7-0.*

#### **Other Budget Discussion Item Offered by the Board:**

Chairman Lindley invited Commissioners to bring up any other items they may want the Board to consider:

- Commissioner Dailey confirmed that an additional \$25,000 from fund balance was provided to Legal Services of North Florida to fully fund the Legal Service of North Florida attorney position (Refer to Agenda Item #6).
- Commissioner Proctor requested the Board consider \$125,000 for a study on the merger of law enforcement agencies in Leon County between the Sheriff and the Police Department. Commissioner Proctor distributed a memo outlining his proposal. The Board took no action on the proposed request.

**Workshop Item #21: Establishing the Maximum Millage Rate for the Tentative FY 2016 Tentative Budget**

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Establish the preliminary maximum countywide millage rate at 8.3144 as established in the FY 2016 Primary Budget Balancing Workshop discussion item, and 2) Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) at 0.5 mills. The motion carried 7-0.*

Chairman Lindley adjourned the FY 2016 Budget Workshop at 12:40 P.M.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_

Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_

Bob Inzer, Clerk of the Court  
Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
June 23, 2015**

The Board of County Commissioners of Leon County, Florida, met in regular session at 6:00 p.m. with Chairman Mary Ann Lindley presiding and Commissioners Nick Maddox, Kristin Dozier, John Dailey, Bryan Desloge, and Jane Sauls. Vice Chairman Bill Proctor was unable to attend. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

The Invocation was provided by Commissioner John Dailey, who then led the Pledge of Allegiance.

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

**1. First and Only Public Hearing for Adoption of Fire Rescue Services Non-ad Valorem Assessment Roll**

County Administrator Long conveyed that upon advise from County Attorney Thiele the two Fire Rescue Services non-ad valorem assessment rolls, one each for 2015 and 2009, should be adopted by separate motion.

County Administrator Long announced the following public hearing to adopt the 2015 Fire Rescue Services Assessment.

**Speaker:**

- Spencer Molitor, 711 Springsax Road, distributed maps delineating the area he discussed. He stated that the County will not change his 911 emergency address from the current Preston Johnson Road address to a Blountstown Highway address; although a properly installed culvert driveway allows his property to be accessed from Blountstown Highway. He asserted that the address change would shorten emergency personnel response times by approximately five minutes and requested that consideration be given to the address change.
  - County Administrator Long stated that he would ask staff to follow-up with Mr. Molitor and work with him to resolve the issue.

*Commissioner Maddox moved, duly seconded by Commissioner Sauls, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Resolution adopting the non-ad valorem assessment roll for the 2015 Fire Rescue Services Assessment, and authorize the Chairman to certify the roll to the Tax Collector. The motion carried 6-0 (Commissioner Proctor absent).*

County Administrator Long announced the following public hearing to adopt the 2009 Fire Rescue Services Assessment.

*Commissioner Maddox moved, duly seconded by Commissioner Sauls, approval of Option 2: Conduct the first and only public hearing and adopt the proposed Resolution adopting the non-ad valorem assessment for the 2009 Fire Rescue Services Assessment, and authorize the Chairman to certify the roll to the Tax Collector. The motion carried 6-0 (Commissioner Proctor absent).*

**2. First and Only Public Hearing to Adopt a Proposed Ordinance Awarding the Refunding of the Remaining Capital Improvement Revenue Bonds, Series 2005**

County Administrator Long announced the following public hearing. He stated that the refinancing with Capital City Bank is projected to save almost \$300,000 for FY 2016 and \$585,000 in net present value over the life of the loan.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance awarding the refunding of the remaining Capital Improvement Revenue Bonds, Series 2005 to the Capital City Bank, and authorize the Chairman and County Administrator to execute all appropriate documents, in a form approved by the County Attorney, necessary to complete the transaction. The motion carried 6-0 (Commissioner Proctor absent).*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Chairman Lindley confirmed that there were no speakers on Non-Agendaed Items.

**CONSENT:**

*Commissioner Maddox moved, duly seconded by Commissioner Sauls, to approve the Consent Agenda as presented. The motion carried 6-0 (Commissioner Proctor absent)*

**3. Approval of Minutes: May 12, 2015 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the May 12, 2015 Regular Meeting.*

**4. Ratification of Commissioners' Appointments to the Code Enforcement Board**

*The Board approved Options 1, 2, 3, & 4: 1) Ratify Commissioner Dailey's reappointment of Curtis Whigham to the Code Enforcement Board for a term of three years; 2) Ratify Commissioner Desloge's reappointment of Betsy Henderson to the Code Enforcement Board for a term of three years; 3) Ratify Commissioner Dozier's reappointment of Michael Eurich to the Code Enforcement Board for a term of three years, and 4) Ratify Commissioner Proctor's reappointment of Marcy Sanders to the Code Enforcement Board for a term of three years..*

**5. Acceptance of a Status Report on Juvenile Detention Cost Sharing and Authorization to Resume Full Payments to the Department of Juvenile Justice and Release Funds Held in Abeyance**

*The Board approved Options 1, 2, & 3: 1) Direct staff to remit the past-due balance of \$332,802 to the Florida Department of Juvenile Justice for partial monthly payments made since September 2014; 2) Direct staff to discontinue making partial monthly payments to the Florida Department of Juvenile Justice and return to making payments in the full amount billed, and 3) Direct staff to not join Volusia County in appealing the final order in County of Volusia, et. Al. v. Department of Juvenile Justice.*

**6. Approval of Payment of Bills and Voucher Submitted for June 23, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of June 24 through July 6, 2015**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for June 23, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of June 24 through July 6, 2015.*

**7. Approval of Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of \$119,500**

*The Board approved Option 1: Approve the transfer of \$119,500 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.*

**8. Acceptance of Court Funds in the Amount of \$130,145 to Support Implementation of the Judicial Case Management System, aiSmartBench**

*The Board approved Options 1 & 2: 1) Approve \$130,145 in Court funds to support implementation of the judicial case management system, aiSmartBench, and 2) Approve the Resolution and associated Budget Amendment Request.*

**9. Approval of Revision to the Emergency Medical Services Pay Plan**

*The Board approved Option 1: Approve a revision to the Emergency Medical Services Pay Plan modifying the Special Services Pay to include Tactical Medical Program paramedics and any situation where EMS staff is scheduled on-call for reasons approved by the County Administrator.*

**10. Adoption of Proposed New Policy, "Security Within the Leon County Courthouse and County Courthouse Annex"**

*The Board approved Option 1: Adopt the proposed new Policy, "Security Within the Leon County Courthouse and County Courthouse Annex"*

**11. Approval of Perpetual Utility Easements to Talquin Electric Cooperative, Inc. Across County-owned Property**

*The Board approved Option 1: Approve the conveyance of Perpetual Utility Easements to Talquin Electric Cooperative, Inc., and authorize the Chairman to execute.*

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

- Raul Das, 7551 Skipper Lane, stated that his wife has been providing survival swimming lessons to infants and toddlers in their backyard pool until recently shutdown by County code enforcement due to a purported home occupation code violation. He requested that the Board direct the County Administrator and County Attorney to look at options to allow the lifesaving skills to continue to be taught.
  - Commissioner Dozier stated that it is her understanding that the County Administrator was open to exploring other options. She indicated that she was curious to learn how this issue has evolved in other places and would support learning of other options that might be available to resolve the issue.
  - *Commissioner Dozier moved, duly seconded by Commissioner Dailey, to direct staff to bring back an agenda item which explores the issue more thoroughly and provides options for Board consideration. The motion carried 6-0 (Commissioner Proctor absent).*

### **Comments/Discussion Items**

#### **County Attorney Thiele:**

- No items.

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

- No items.

### **Commissioner Discussion Items**

#### **Commissioner Sauls:**

- No items.

#### **Commissioner Desloge:**

- Congratulated County Administrator Long on his recent election as President of the Florida Association of County Managers.

#### **Commissioner Maddox:**

- Enjoyed the recent Florida Association of Counties Conference.
- Thanked staff for great budget workshop.

#### **Commissioner Dozier:**

- Commented on the great pictures of Leon County's Summer Youth program exhibited on screen in the Chambers. She stated that she would be excited to learn how the changes in the program have worked out.
- Referred to a movie on Meet the Press regarding prison inmates talking to their "12-year old" selves about guns and wondered if the Board would be interested in working with Mayor Gillum to develop a "Burger and Dogs" movie event at Cascades Park. She indicated that Mayor Gillum is interested in the idea and asked if Commissioner Maddox would be willing to work with staff and the Mayor to organize such an event.
  - *Commissioner Dozier moved, duly seconded by Commissioner Maddox, to direct staff to work with Commissioner Maddox and the Mayor to organize an event at Cascades Park. The motion carried 6-0 (Commissioner Proctor absent).*
- Mentioned that Governor Scott has cut 800 State jobs from the Department of Health and requested a summary of the impact to Leon County – how many deleted jobs are local.
  - Commissioner Maddox requested information on how many of the deleted positions were filled versus vacant.
  - County Administrator Long responded that the full end of session report would be provided to the Board at its next meeting.

#### **Commissioner Dailey:**

- Commented on the Budget Workshop and expressed appreciation to staff for their work.
- Congratulated County Administrator Long on his election.
- Thanked County Attorney Thiele for the ethics training he conducted at the Florida Association of Counties (FAC) conference.
- Acknowledged the Presidential Advocacy Award presented to Commissioner Desloge at the FAC Conference recognizing his work and due diligence on behalf of not only Leon but all Florida Counties throughout the legislative session.
- Stated that he did not find the request made by Mr. Molitor (Citizens to be Heard) to be outrageous and hoped that staff would work with him to find resolution.
- Mentioned that the house that was the site of the terrible tragedy involving a Leon County Sheriff Deputy is in foreclosure; however, continues to stand in its burnt out

state. He asserted that the house is a stigma in the community and neighborhood and needs to be torn down. He shared that the bank is not local and may not be aware of the circumstances surrounding the house.

- County Administrator Long stated that staff would work with the lender and if the code requirements/definition of an attractive nuisance are met, get the house torn down.
- *Commissioner Dailey moved, duly seconded by Commissioner Maddox, to direct staff to immediately take action and work with the bank that is doing the foreclosure, and if the code requirements/definition of an attractive nuisance are met, get the house torn down. The motion carried 7-0.*

**Vice-Chairman Proctor:**

- The following item were brought to the Board on behalf of Commissioner Proctor by Chairman Lindley:
  - Requested the Board consider sending a Resolution to the South Carolina Legislature urging them to take down the Confederate Flag over their State Capitol. The Board was provided a copy of a proposed Resolution prepared by Commissioner Proctor, for their consideration.
    - *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to send a Resolution to the South Carolina Legislature urging removal of the Confederate Flag from their capitol.*
    - Commissioner Dozier stated that while she would support the Resolution, voiced some concerns about its wording and wondered if it could be written from the full Board's perspective.
    - Commissioner Dailey suggested that instead of a resolution, the Chairman send a letter to the Governor, on behalf of the Board, expressing support for the removal of the Confederate flag from the South Carolina capitol.
    - *Commissioner Desloge offered the following amended motion: to have a letter sent by the Chairman, on behalf of the Board, to the Governor of South Carolina supporting the removal of the Confederate flag from the South Carolina Capitol.*
    - *Commissioner Maddox withdrew his second.*
    - *The amended motion was seconded by Commissioner Dozier.*
    - *The amended motion carried 5-1 (Commissioner Maddox in opposition and Commissioner Proctor absent).*

**Chairman Lindley:**

- Thanked everyone for the congenial spirit, the good debate and the respectful approach exhibited during today's Budget Workshop.
- Chairman Lindley passed the gavel to Commissioner Dailey.
  - *Commissioner Lindley moved, duly seconded by Commissioner Sauls, approval for a Proclamation for Jim Hazlip on his retirement after 39 years with the County. It will be presented at a Public Works event. The motion carried 6-0 (Commissioner Proctor absent).*
  - *Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval for a Proclamation for World Refugee Day, to be presented at an event at St. Thomas More Catholic Cathedral. The motion carried 6-0 (Commissioner Proctor absent).*
  - *Commissioner Lindley moved, duly seconded by Commissioner Desloge, to have a Proclamation for Capital City Kiwanis in recognition of their partnership with Honor Flight, to be presented at a Kiwanis event. The motion carried 6-0 (Commissioner Proctor absent).*
  - *Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval for a proclamation for Chief Quillin's retirement, to be presented at an EMS event. The motion carried 6-0 (Commissioner Proctor absent).*

**Receipt and File:**

- None.

**Adjourn:**

There being no further business to come before the Board, the meeting was adjourned at 6:30 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
July 7, 2015**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Mary Ann Lindley presiding. Present were Vice Chairman Bill Proctor, and Commissioners Nick Maddox, Kristin Dozier, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause. Chairman Lindley announced that Commissioner John Daily would be absent.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Commissioner Bryan Desloge, who then led the Pledge of Allegiance.

Chairman Lindley announced that Commissioner Dailey would not be in attendance.

**AWARDS AND PRESENTATIONS**

- Commissioner Nick Maddox presented a Proclamation honoring the FAMU Wind Symphony Ensemble for being named the first classical ensemble from a Historically Black College or University. FAMU President Mangum and Dr. Shelby Chipman, FAMU's Director of Wind Symphony accepted the Proclamation.
- County Administrator Vince Long introduced Emergency Medical Services Chief Chad Abrams and Sheriff Mike Wood. Chief Abrams recognized the EMS Tactical Medical Program Team: Captain David Kelly, Tien Cao, Lee Cassels, Rodney McCammon, and Jason Bell and Sheriff Wood commended the team on going "above and beyond" to become qualified and accredited. Chief Abrams presented the team with their SWAT/MEDIC pins.
- Chairman Mary Ann Lindley presented a Service Pin to County Attorney Herb Thiele for 25 years of dedicated public service to the citizens of Leon County.
- Chairman Mary Ann Lindley presented a Service Pin to County Administrator Vincent Long, for 20 years of dedicated public service to the citizens of Leon County.

**1. Presentation of Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County**

Jessica Lowe-Minor, 2014/15 Chairwoman of the Tallahassee/Leon County Commission on the Status of Women and Girls, provided the Board an overview of the "Report on Sexual Violence Response in Tallahassee/Leon County". She stated that the report was released on June 22, 2015 and included the local and community response to sexual assault; what local policies and procedures are in place; and national "best practices" in preventing and responding to sexual violence and what the blue ribbon communities were doing about the problem and to make recommendations on how the community. She offered and elaborated on the three recommendations offered in the report: 1) create an interagency tracking system for incidences of sexual assault; 2) law enforcement should increase their capacity to conduct investigations of sexual violence by increasing the number of investigators with specific training in sexual assault, and 3) implement a community-wise awareness program focusing on bystander intervention.

Commissioner Dozier thanked the Commission for their work in development of the report. She stated that she was interested in hearing about plans for implementing the recommendations and asked that Ms. Lowe-Minor to get with her sometime in the future to discuss. She acknowledged that while the number of rape arrests in 2014 had increased from 23 to 46, was troubled by the increase in the number of rapes (130 to 198).

*Commissioner Desloge moved, seconded by Commissioner Dozier approval of Option 1: Accept the Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County. The motion carried 6-0 (Commissioner Dailey absent).*

**2. Acceptance of a Status Report on Leon County's Entry into the Community Rating System Program of the National Flood Insurance Program**

County Administrator Long introduced the item. He stated that the County's participation into the Community Rating System (CRS) will save property owners in the unincorporated County who are required to purchase flood insurance an estimated 10 – 20 percent reduction annually in their individual premiums. He added that this is a direct result of the County's Development Support and Environmental Management (DSEM) team's effort to go above and beyond on behalf of County residents, specifically recognizing Director David McDevitt, Environmental Services Director John Kraynak and Senior Environmental Engineer Anna Padilla.

Mr. Danny Hinson, CRS Specialist, Florida Division of Emergency Management provided a status report to the Board. He stated that the CRS is a voluntary program of the National Flood Insurance Program (NFIP) that provides federally guaranteed flood insurance within communities that adopt and enforce floodplain management regulations. He noted that communities participating in the CRS receive a classification from 1 to 9, with the lower classification rating providing larger flood insurance premium reduction. He stated that Leon County was designated as a CRS Class 6 community, resulting in a 20% discount on flood insurance premiums and residents outside the special flood hazard area receiving a 10% discount. Mr. Hinson presented a plaque recognizing the County's program to DSEM staff.

*Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Accept the status report on Leon County's entry into the Community Rating System Program of the National Flood Insurance Program. The motion carried 6-0 (Commissioner Dailey absent).*

**CONSENT**

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, to approve the Consent Agenda with the exception of items 9 & 16, which were pulled for further discussion. The motion carried 6-0 Commissioner Dailey absent.*

**3. Approval of Minutes: May 26, 2015 Regular Meeting; May 26, 2015 Joint City-County Comprehensive Plan Amendments Cycle 2015-1 Adoption Hearing; and, June 9, 2015 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the May 26, 2015 Regular Meeting; May 26, 2015 Joint City-County Comprehensive Plan Amendments Cycle 2015-1 Adoption Hearing; and, June 9, 2015 Regular Meeting*

**4. Approval of Resolutions Certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Oakhill Farms, Pasadena Hills, Rainbow Acres, Terre Bonne, Windwood Hills and Winfield Forest Subdivisions to the Leon County Tax Collector**

*The Board approved Option 1: Approve the Resolutions certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Oakhill Farms, Pasadena Hills,*

*Rainbow Acres, Terre Bonne, Windwood Hills and Winfield Forest Subdivisions to the Leon County Tax Collector*

**5. Ratification of Commission Appointment to the Science Advisory Committee**

*The Board approved Option 1: Ratify Commissioner Dozier's appointment of Mr. Lee Marchman to the Science Advisory Committee for a term of two years.*

**6. Acceptance of State Funding for Establishment of a Veteran's Court in Court Administration**

*The Board approved Options 1 & 2: 1) Accept the Veteran's Court Grant in the amount of \$125,000, and 2) Approve the Resolution and associated Budget Amendment Request.*

**7. Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance for September 15, 2015 at 6:00 p.m.**

*The Board approved Option 1: Schedule the first and only Public Hearing to consider proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance for September 15, 2015 at 6:00 p.m.*

**8. Approval of Payment of Bills and Voucher Submitted for July 7, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of July 8 through September 14, 2015**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for July 7, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of July 8 through September 14, 2015.*

**9. Adoption of the 2015 Tallahassee – Leon County Greenways Master Plan Update**

Commissioner Desloge requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Desloge recognized staff's efforts and success in developing greenways and trails, such as Trailahassee.

Speaker:

- Tom Thebo, Jr., 702 W. Madison, requested help to implement a proposal whereby unused areas of the city could be used to grow beneficial herbs. The proposal also included ways to turn waste from restaurants into methane and use of the left over compost as a super fertilizer for the gardens.

*Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Adopt the 2015 Tallahassee – Leon County Greenways Master Plan Update. The motion carried 6-0 (Commissioner Dailey absent)*

**10. Acceptance of Two Florida Department of Health Matching Grants in the Amount of \$74,111**

*The Board approved Options 1 & 2: 1) Accept the two Florida Department of Health grants in the amount of \$74,111 and authorize the County Administrator to execute all documents related to the grant projects, and 2) Approve the Resolution and associated Budget Amendment Request.*

**11. Approval of Position Reclassification and Acceptance of a Status Report on Staffing Realignments within the Division of Emergency Medical Services**

*The Board approved Option 1: Approve the position reclassification necessary to support the new organizational structure within the Division of Emergency Medical Services.*

**12. Adoption of a Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint 2000 for Use as its Office Operations**

*The Board approved Options 1, 2 & 3: 1) Adopt the Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint 2000; 2) Authorize preparation of a Lease Agreement in a form consistent with the terms and conditions contained in the adopted Resolution, and authorize the County Administrator to execute in a final form approved by the County Attorney, and 3) Approve the Resolution and associated Budget Amendment Request.*

**13. Approval of the Plat of Chastain Manor II Subdivision for Recording in the Public Records**

*The Board approved Option 1: Approve the plat of Chastain Manor II Subdivision for recording in the Public Records, contingent upon staff's final review and approval.*

**14. Approval of the Plat of Bannerman Crossing North Subdivision for Recording in the Public Records**

*The Board approved Option 1: Approve the Bannerman Crossing North Subdivision Plat for recording in the Public Records, and accept the Slope Easements for recording in the Public Records.*

**15. Approval of a Fourth Amendment to the Joint Use Agreement with Leon County Schools Extending the Term of the Agreement for Two Years**

*The Board approved Option 1: Approve the Fourth Amendment to the Joint Use Agreement with Leon County Schools extending the term of the Agreement for two years, and authorize the Chairman to execute.*

**16. Approval of a Perpetual Water and Sewer Easement Across County-owned Property to the City of Tallahassee for the Purpose of Supplying Potable Water**

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item and stated that the item was associated with providing upgraded water service to the J. Lewis Hall Park in Woodville.

Commissioner Proctor referenced an earlier Board meeting whereby the Board approved the location of 80 fire hydrants throughout the County and reiterated his question as to why hydrants are not possible in The Pines neighborhood and Oak Ridge Road area. He questioned why Wakulla County has the water velocity to service numerous hydrants throughout rural Wakulla County and Leon County does not. He requested staff and fellow Commissioners travel 319 south toward Panacea to see for themselves the number of hydrants out in "the middle of nowhere". He stressed that areas in Southern Leon County are deserving of hydrants and asked staff to get with Wakulla County to review their capability to provide water lines for hydrants.

*Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the conveyance of a Perpetual Water and Sewer Easement across County-owned property at J. Lewis Hall Sr. Woodville Park and Recreation Complex to the City of Tallahassee Water Utility for the purpose of supplying potable water, and authorize the Chairman to execute, in a form approved by the County Attorney. The motion carried 6-0 (Commissioner Dailey absent).*

**17. Acceptance of Northwest Florida Water Management District Grant in the Amount of \$500,000**

*The Board approved Options 1 & 2: 1) Accept the Northwest Florida Water Management District grant in the amount of \$500,000, and authorize the Chairman to execute the Grant Agreement, in a form approved by the County Attorney, and 2) Approve the Resolution and associated Budget Amendment Request.*

**18. Acceptance of Status Report on Landfill Closure and the Apalachee Regional Park Master Plan**

*The Board approved Options 1, 2, & 3: 1) Accept the status report regarding the closure of the landfill and development of the corresponding long-term master planning of the site for purposes of a regional park; 2) Approve the Resolution and associated Budget Amendment Request for construction and permitting related costs associated with the landfill closure, and 3) Authorize the County Administrator to finalize Emergency Disposal Agreements, in a final form approved by the County Attorney.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Melanie Gerrell-Perez, 200 Jim French Road, spoke on the Natural Bridge replacement project and expressed her continued opposition to the current plan. She asserted that federal funds available for the project can be used for rehab of the bridge. She asked how the County could take on the liability that the State did not want to take on. She also stated that the emergency response plan was inadequate.
- Tom Thebo, Jr., 702 W. Madison, outlined some of his proposals, which included 1) roadway ease and transferring devices and 2) natural stream system. He also discussed his concerns about his use of the computers at the Main Library.

**GENERAL BUSINESS**

**19. Acceptance of Final Report on the Fairgrounds Sense of Place Initiative**

County Administrator Long introduced the item. He recalled that the Board, in 2014, had authorized staff to institute a Sense of Place initiative for the Fairgrounds. He noted that part of this initiative included the hiring of a consultant to perform a market analysis of the fairgrounds. Mr. Rod Markin was introduced to present his findings.

Rod Markin, President of Markin Consulting, provided an overview of the North Florida Fairgrounds Market and Financial Feasibility Study Report. Highlights of Mr. Markin's presentation included:

- The Market Report was intended to provide a foundation for future creation of a development program option for the Fairgrounds penny sales tax project.
- The report identifies potential market demand for uses of the fairground facilities, including private development; and, to assess financial feasibility and economic impacts of operating the recommended facilities.

- The Market Report determined the current and potential future market demand/support for a new multi-use exhibition building at the Fairgrounds.
- The total estimated construction costs for facility recommendations and improvements are approximately \$15.3 million.
- The potential economic impact of the proposed event types (regional RV rallies and sports tournaments) ranged from \$1.8 million to \$3 million annually.

Commissioner Maddox credited Commissioner Proctor for his leadership on this project. He indicated that he was particularly excited about the indoor sports venue recommendations and established with Mr. Markin that the estimated costs of the indoor facility contemplated bleachers, movable goals, etc. Commissioner Maddox also mentioned the Gene Cox football stadium located behind the fairgrounds and how it could be integrated into the proposed indoor venue as a nice place for local youth to enjoy. He also suggested the Board have a conversation about taking more control over the fairgrounds in lieu of the proposed direction for the site.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3 & 4: 1) Accept the final report on the Fairgrounds Sense of Place Initiative; 2) Direct staff to schedule a presentation to the Blueprint Intergovernmental Agency to convey the information in the Market Report; 3) Direct staff, prior to future investment in the fairgrounds, to prepare an agenda item providing options for the long-term lease and property management needed to support the future community investment on the Fairgrounds site, and 4) Direct the Planning Department to bring back an item to initiate a Comprehensive Plan amendment and rezoning for the Fairgrounds site.*

Commissioner Proctor expressed his appreciation for the report and suggested direction. He pointed out the projected pro annum income of the fairgrounds; low side was \$1.8 million up to \$3 million annually. He suggested that the proposed venue could be utilized by the community for family reunions, weddings, etc. and spoke of the need to have an infrastructure that could be utilized by local universities for conferences. He noted that these added events would provide additional revenue.

Commissioner Dozier stated that this was a plan she “could get behind” and was excited about its potential. She discussed with Mr. Markin the previous feasibility study done for a sports complex and how the market might have changed since the original study. Commissioner Dozier indicated that her biggest concern was funding and the cost of construction. She commented that she was interested in looking for ways to move the project along more quickly and hearing about funding options.

Commissioner Sauls offered Mark Harvey, North Florida Fair Executive Director, an opportunity to address to the Board. Mr. Harvey responded that he had no official comment; however, commended Mr. Markin on the content of the study.

Commissioner Maddox ascertained from Mr. Markin that the study did not consider transportation in and out of Tallahassee or potential changes to the road system. Commissioner Maddox’s also established that there is sufficient lodging available to accommodate needs associated with sporting events.

*The motion carried 6-0 (Commissioner Dailey absent).*

**20. Ratification of Board Actions Taken at the June 23, 2015 FY 15/16 Budget Workshop**

County Administrator Long introduced the item. He expressed appreciation to the Board for its leadership on development of another responsible budget and well as the overall fiscal position of the County.

*Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Options 1, 2, 3, 4 & 5: 1) Ratify Board actions taken during the June 23, 2015 FY 2016 Budget Workshop; 2) Establish the maximum countywide millage rate at 8.3144 mills; 3) Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills; 4) Schedule a Workshop with the United Way on the Community Human Service Partnership process for October 13, 2015 from 12:00 to 3:00 p.m., and 5) Schedule a Workshop on the M/WSBE Program for October 27, 2015 from 1:30 to 3:00 p.m.*

Commissioner Proctor stated that he was proud of the budget and appreciated staff's efforts. He expressed his angst for the funding shortage in the Clerk's budget. He suggested the County redouble its efforts this upcoming legislative session and asked the Board for its empathy for the budget shortfall being faced by the Clerk's Office. He opined that the efficiency of the Courts is contingent on the Clerk being able to function holistically and the lack of funding places in jeopardy the Clerk's ability to continue to operate the court system in the manner in which citizens are accustomed. He asked the Board to allow staff to work with the Clerk's Office when establishing the County's upcoming legislative priorities.

Chairman Lindley commented that she was pleased that the Board had in its upcoming budget authorized funding for Legal Services of North Florida Legal Services and also thanked staff for a lot of great work. She also noted that the Board had maintained the current millage rate.

*The motion carried 6-0 (Commissioner Dailey absent).*

**21. Acceptance of the 2015 Florida Legislative Session Final Report and Request to Schedule the Board Workshop on the 2016 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 – 3:00 p.m.**

County Administrator Long introduced the item. He thanked Shington Lamy, Assistant to the County Administrator and Andy Johnson, Special Projects Coordinator, for the excellent job they did on behalf of the County this year.

Mr. Lamy provided an overview of the 2015 legislative session and its impact on Leon County; such as, Medicaid expansion/LIP Funding, Amendment 1/Water Projects, Enterprise Zones, Protection of the State Workforce, and Article V. He stated that \$11.1 million for local projects was vetoed. He also reminded the Board that the legislative session would begin in January rather than March, which meant that committee meetings would begin in September/October.

Commissioner Proctor asked County Attorney Thiele if there was a legal basis for those residents who cannot receive Medicaid from the Federal government due to the legislature limiting their access to healthcare. County Attorney Thiele responded that there is consideration by local governments to look at a "legal protection" claim and stated that he would keep the Board apprised as discussions continue.

Commissioner Dozier acknowledged the amount of work left for staff by the legislature and that many questions remain, i.e., sales tax reduction and Medicare. She stated that Amendment 1 was troubling and was unclear about the application process for these dollars. She mentioned that, while she hoped that the money would be evenly distributed, it was possible that most of these monies would go to other regions. Should this be the case, she suggested that the Board consider looking at this as a legislative priority in the future to ensure that the region is getting

its share of the dollars. Commissioner Dozier also mentioned that some understanding from the Department of Health was needed about healthcare (LIP funding) prior to adoption of the County's budget. Lastly, Commissioner Dozier mentioned that she was puzzled on how the elimination of the DRI process and changes in sector planning would affect the County and stated that she looked forward to an update in early fall.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Accept the 2015 Florida Legislative Session Final Report, and 2) Schedule the Board Workshop on the 2016 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 – 3:00 p.m. The motion carried 6-0 (Commissioner Dailey absent).*

**22. Approval of Participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Event**

County Administrator Long introduced the item. He stated that the proposed outdoor community dinner was brought up by Mayor Gillum at a Mayor/Chair meeting. He shared that the projected cost of the event is estimated to cost \$10,000, with the County and City sharing equally in the cost.

*Commissioner Desloge moved, duly seconded by Commissioner Dozier. approval of Options 1 & 2: 1) Approve the County's continued participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee to hold the Longest Table Event, and 2) Approve the Budget Amendment Request in the amount of \$5,000 for the Tallahassee-Leon County Longest Table Event. The motion carried 6-0 (Commissioner Dailey absent).*

**23. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of \$1,018,437 for the Construction of the Killearn Lakes Unit 1 Drainage Improvement Projects**

County Administrator Long introduced the item. He stated that adequate funding is included in the proposed FY 2015/2016 Capital Improvement Program budget. He added that the recommended vendor was the lowest responsive bidder and met the M/WBE goals.

*Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$1,018,437 for the Construction of the Killearn Lakes Unit 1 Drainage Improvement Projects, and authorize the County Administrator to execute. The motion carried 6-0 (Commissioner Dailey absent).*

**24. Approval of Agreements Awarding Bids for Custodial Services for Courthouse, Class "A" Facilities, Libraries, Clinical Facilities, and General Services in the Amount of \$990,526**

County Administrator Long introduced the item. He stated that the recommended vendors reflect the lowest responsive bids.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge approval of Option 1: Approve the Agreements awarding bids for custodial services in the amount of \$990,526 for a 12-month period with C & L Associates for Courthouse, USSI for Class "A" Facilities, Nelsonic, Inc. for Libraries and General Services, and Tribond for Clinical Facilities, and authorize the County Administrator to execute. The motion carried 6-0 (Commissioner Dailey absent).*

**25. Consideration of Full Board Appointments to the Board of Adjustment and Appeals, Educational Facilities Authority, Planning Commission, and CareerSource Capital Region**

County Administrator Long introduced the item.

*Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Options 1, 2, 3, 4 & 5: 1) Appoint Michael Renwick as the City/County Alternating Member to the Board of Adjustment and Appeals for a term of three years; 2) Appoint Carlos Rey as a full member to the Board of Adjustment and Appeals for a term of three years; 3) Reappoint Patrick Dallet to the Educational Facilities Authority for a term of five years; 4) Appoint Gary Huff to the Educational Facilities Authority for a term to expire July 31, 2017, and 5) Appoint Trish Andrews to the CareerSource Capital Region for a term of three years. The motion carried 6-0 (Commissioner Dailey absent).*

*Commissioner Proctor moved, duly seconded by Commissioner Dozier, appointment of Dianne Williams Cox to the Planning Commission.*

Commissioner Dozier spoke on the process by which nominations are offered by Commissioners and mentioned that there are a number of individuals who have excellent qualifications. She voiced appreciation for the number of highly qualified individuals who are willing to be involved on the Planning Council.

Commissioner Proctor opined that geographical balance was important and the appointment of Ms. Williams-Cox would allow the Planning Commission to retain its current geographic balance of citizens.

Commissioner Maddox stated that Ms. Williams-Cox would be a wonderful addition to the Planning Commission. He also commended Jeff Blair for his effort with Keep it Rural Coalition and hoped that he would stay involved.

Commissioner Desloge made reference to the resume of Tom Lewis who, he opined, that if you look strictly at the resumes has done this type of job at a really high level.

Chairman Lindley reviewed the applicants and stated that she disagreed that the appointments should be based on geography. She commented that this was a Countywide board and the appointee should consider the entire County, which involves being careful about underserved areas or areas needing more infrastructure.

*Commissioner Desloge offered a substitute motion for the appointment of Tom Lewis to the Planning Council. The motion died for lack of a second.*

*The motion carried 6-0 (Commissioner Dailey absent).*

Chairman Lindley recessed the Board at 5:20 p.m. for its dinner break and announced that it would reconvene at 6:00 to conduct the scheduled public hearings.

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

Chairman Lindley reconvened the Board and conducted the following public hearings.

**26. Second and Final Public Hearing to Adopt the Proposed Ordinance Revising the Leon County Land Development Code to Amend the Rural Zoning District**

County Administrator Long announced the public hearing.

Speakers:

- Jeff Blair, 9143 Stargate Way, spoke in favor of staff's recommendation. He expressed appreciation for the collaborative work on this issue.
- Thelma Crump, 8848 Miccosukee Road, asked the Board to support the amendment and thanked the Board for its professionalism and for working with her and members of the Keep it Rural Coalition. She also conveyed her mother's public thank you for the Board's support.
- Mike Rylick, 9601-68 Miccosukee Road, expressed his gratitude to the Board and staff for making Leon County such a desirable living space for the health and well-being of its citizens. He also appreciated the Board recognizing that water is the most precious commodity on earth.

*Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the second and final Public Hearing and adopt the proposed Ordinance revising the Leon County Land Development Code to amend the Rural Zoning District. The motion carried 6-0 (Commissioner Dailey absent).*

**27. Second and Final Public Hearing to Adopt a Proposed Ordinance Revising the Leon County Land Development Code to Amend the Lake Protection Zoning District**

County Administrator Long announced the public hearing.

Speakers:

- Daniel Beaty, 1761 Broken Bow Trail, expressed concern about the Bull Headley Road/Bannerman Road intersection node and the connectivity to the existing neighborhood.
- George Lewis, 203 N. Gadsden Street, #6, thanked staff for the time given on this issue. He commented that there was not sufficient time to review the maps and there were inconsistencies in the maps included in the agenda packet. Additionally, the agenda item does not contain the recommendations by the Planning Commission; although staff has indicated that they would be incorporated. He suggested that the agenda item be continued until the development standards are available.

Commissioner Desloge, in response to comments by Mr. Beaty, established with staff that there are no plans to encroach into the neighborhood.

*Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Conduct the second and final Public Hearing and adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District, including the revised Exhibit "D", and 2) Direct staff to proceed with the review of additional development standards for community services and recreational facilities, as well as design standards for signage and lighting for the Lake Protection district. The motion carried 6-0 (Commissioner Dailey absent).*

**28. Second and Final Public Hearing to Adopt a Proposed Ordinance to Amend the Stormwater Standard for the Lake Jackson Basin**

County Administrator Long announced the public hearing.

Speaker:

- George Lewis, 203 N. Gadsden Street, #6, stated that the attachment of the comp plan changes is not the plan that was voted on. He expressed concerns about the proposed stormwater standards.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, to conduct the second and final Public Hearing and adopt the proposed Ordinance amending the Bradfordville Sector Plan and Land Development Code.*

Commissioner Dozier acknowledged Mr. Lewis's involvement, attention to detail and the valuable insights he provides to the Board.

Commissioner Proctor stated that he was hesitant to move forward in light of Mr. Lewis's comments. He asked staff to respond to Mr. Lewis's allegations of incongruity. County Attorney Thiele responded that there is nothing in the proposed ordinance that is a problem. He stated that the issue raised is a "vesting" question and is not contained in the proposed ordinance. He indicated that staff continues to work on this to ensure that it is clear.

*The motion carried 6-0 (Commissioner Dailey absent).*

**29. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector**

County Administrator Long announced the public hearing. He confirmed that there were no speakers on the item.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only Public Hearing and approve the Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll, and authorize the certification of the Non-Ad Valorem Assessment Roll to the Tax Collector. The motion carried 6-0 (Commissioner Dailey absent).*

**30. First and Only Public Hearing to Approve the Resolution Adopting the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services**

County Administrator Long announced the public hearing and confirmed there were no speakers on the item.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and approve the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services, and authorize the Chairman to certify the Roll to the Tax Collector. The motion carried 6-0 (Commissioner Dailey absent).*

**ADD-ON ITEM** (approved under the Consent Agenda)

**31. Approval of Resolution Supporting Project Gold as a "Qualified Target Industry" Applicant and the County's Required Local Match of up to \$7,000**

*The Board approved Option 1: Approve the Resolution supporting Project Gold as a Qualified Target Industry applicant and the County's required local match of up to \$7,000 from the County's QTI escrow account managed by the Tallahassee-Leon County Economic Development Council.*

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

- Chairman Lindley confirmed that there were no speakers on Non-Agendaed Items.

## **COMMENTS/DISCUSSION ITEMS**

### **County Attorney Thiele:**

- County Attorney Thiele made reference to a memo (attached) and the briefing provided to the Board on the Deepwater Horizon oil spill litigation. Because of confidentiality mandated by Louisiana District Court, he was unable to discuss details.
  - *Commissioner Maddox moved, duly seconded by Commissioner Dozier, to approve the County Attorney's recommendation to: 1) approve the Final and Full Release, Settlement and Covenant Not To Sue documents; 2) Approve a Resolution accepting the full and final settlement of all claims against BP and others resulting from the Deepwater Horizon oil spill; and 3) authorize the County Attorney, County Administrator, and outside counsel to take all necessary steps to execute the required documentation and transmit same to the District Court in Louisiana by the July 15, 2015 deadline. The motion carried 6-0 (Commissioner Dailey absent).*
  - A Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers, was filed by Commissioner John Dailey and is attached.

### **County Administrator Long:**

- Announced that, beginning in June, five employees are pursuing certification in a yearlong accelerated Florida Certified Public Manager training program. He recognized Andrew Riley (Public Works), Shelley Cason (Facilities), Eryn Calabro (Human Services & Community Partnerships), Scott Brockmeir (DSEM), and Darryl Hall (EMS).

## **COMMISSIONER DISCUSSION ITEMS**

### **Commissioner Sauls:**

- No items.

### **Commissioner Desloge:**

- *Requested a Proclamation for Frank Bradley recognizing his 90<sup>th</sup> birthday. Approved without objection.*

### **Commissioner Maddox:**

- Thanked President Mangum for her support of FAMU music.

### **Commissioner Dozier:**

- Concerning the recent code enforcement issue whereby a citizen was cited for giving private swim lessons at her neighborhood home. She asked that staff reach out to the City to determine their receptivity to allowing the use of City pools for the purpose of swim lessons.
  - County Administrator Long indicated that this would be included in the forthcoming agenda item.

### **Vice-Chairman Proctor:**

- Complimented staff on the excellent budget workshop.
- Gave a "shout out" to Lorenzo Caine of the Kansas City Royals (who is from Madison County) for being chosen to play in the Major League All Star game.
- Commented on the success of the Summer Youth Program and that a great send-off was provided to the participants.

### **Chairman Lindley:**

- Complimented County Administrator Long on his talk to summer youth about the honor of public service.

**RECEIPT AND FILE:**

- Capital Region Community Development District – Record of Proceedings for the May 7, 2015 Meeting

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 6:40 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida

DRAFT

**Leon County  
Board of County Commissioners**

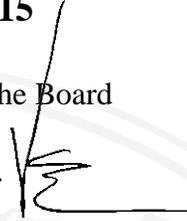
**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #2

September 15, 2015

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

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

**Title:** Ratification of Appointments to the Development Support and Environmental Management Citizen's User Group, Housing Finance Authority, Human Services Grant Review Committee, Library Advisory Board, and Tallahassee-Leon County Commission on the Status of Women and Girls

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/Project Team:</b>	Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Ratify Commissioners' appointments to the Development Support & Environmental Management (DSEM) Citizen's User Group, as follows:
- a. Commissioner Proctor appoints April Asker for an initial term of one year.
  - b. Commissioner Sauls appoints Brad Parker for an initial term of two years.
  - c. Commissioner Dailey appoints Ronald Burger for an initial term of three years.
  - d. Commissioner Desloge appoints Alan Weekley for an initial term of one year.
  - e. Commissioner Dozier appoints Clifford Lamb for an initial term of two years.
  - f. Commissioner Lindley appoints Bob Campbell for an initial term of three years.
  - g. Commissioner Maddox appoints Stephen Fredrickson for an initial term of one year.
- Option #2: Ratify Commissioner Sauls' reappointment of Allen Stucks to the Housing Finance Authority for a term of four years.
- Option #3: Ratify Commissioner Sauls' appointment of Mr. David Jacobsen to the Human Services Grant Review Committee for a term to expire December 31, 2016.
- Option #4: Ratify Commissioner Desloge's appointment of Lillie Mae Brown to the Library Advisory Board for a term of two years.
- Option #5: Ratify Commissioners' appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls, as follows:
- a. Commissioner Desloge reappoints Jeanne O'Kon for a term of two years.
  - b. Commissioner Lindley appoints Sharon Ofuani for a term of two years.
  - c. Commissioner Maddox reappoints C. Sha'Ron James for a term of two years.
  - d. Commissioner Sauls appoints Erin VanSickle for a term of two years.

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## Report and Discussion

### Background:

At its August 23, 2011 meeting, the Board approved the revised process for individual Commissioner appointments to Authorities, Boards, Committees, and Councils by having a Consent item prepared.

### Analysis:

#### Development Support and Environmental Management (DSEM) Citizen's User Group

On September 2, 2014, the Board adopted an Enabling Resolution to reauthorize the Development Support & Environmental Management Citizen's User Group (formerly the GEM Citizens User Group) as a standing Focus Group to consider the input of the public to provide to the Board recommendations regarding issues that impact growth management as requested by the Board and staff (Attachment #1).

The existing DSEM Citizen's User Group continues to function with its current members. A roster of the current members is provided as Attachment #2. These members have continued to serve on the User Group while full Board and individual Commissioners member appointments to the reconstituted User Group are considered.

Purpose: The purpose of the Group is to collect stakeholder input and provide technical resources on proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance as requested by the Board and staff (Attachment #3).

Composition: There are fourteen members, specifically appointed to represent a balance of community interests. Seven members are appointed by the full Board that meet certain criteria and seven members appointed by each Commissioner, preferably in their respective district, who have demonstrated experience and interest in development and environmental management-related issues within Leon County. Individual Commissioner appointments will be made initially for staggered one-, two-, and three-year terms. After the initial appointments, all terms will be for three years, expiring August 31.

Vacancies: There are seven vacancies to be filled by individual Commissioner appointment. Applications for eligible applicants are attached (Attachments #4 - #10).

**Table 1. DSEM Citizen's User Group**

<b>Vacancy</b>	<b>Initial Term</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
District 1	One Year	April Asker	Commissioner Proctor makes appointment.
District 2	Two Years	Brad Parker	Commissioner Sauls makes appointment.
District 3	Three Years	Ronald Burger	Commissioner Dailey makes appointment.
District 4	One Year	Alan Weekley	Commissioner Desloge makes appointment.
District 5	Two Years	Clifford Lamb	Commissioner Dozier makes appointment.
At Large 1	Three Years	Bob Campbell	Commissioner Lindley makes appointment.
At Large 2	One Year	Stephen Fredrickson	Commissioner Maddox makes appointment.

### Housing Finance Authority

Purpose: Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of the Board of County Commissioners (Attachment #11).

Composition: Members serve four-year terms, with each Commissioner making one appointment; no less than three members should be knowledgeable in one of the following fields: labor, finance, or commerce. Members of the HFA also serve on the Community Development Block Grant (CDBG) Task Force.

Vacancy: The term of Allen Stucks (Commissioner Sauls) expires September 30. Mr. Stucks is interested in reappointment and is eligible to serve.

**Table 2. Housing Finance Authority**

<b>Term Expiration</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Allen Stucks	Allen Stucks	Commissioner Sauls makes appointment.

### Human Services Grant Review Committee

Purpose: This Committee evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board (Attachment #12).

Composition: Members serve two-year terms, expiring December 31, with each Commissioner having two staggered appointments.

Vacancies: Linda Nichol森 (Commissioner Sauls) has resigned (Attachment #13). Ms. Nichol森's term would not expire until 12/31/2016; therefore, an appointment is needed to fill the unexpired term. An application has been submitted by Mr. David Jacobsen (Attachment #14).

**Table 3: Human Services Grant Review Committee**

<b>Vacancy</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Linda Nichol森 (resigned)	David Jacobsen	Commissioner Sauls makes appointment.

### Library Advisory Board

Purpose: This Committee serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the Library (Attachment #15).

Composition: Members serve two-year terms, expiring December 31, with each Commissioner having one appointment.

Vacancy: Ms. Terri Jones (Commissioner Desloge) submitted her letter of resignation in April 2015 (Attachment #16). Ms. Jones' term would have expired December 31, 2015, and, rather than have a new appointment fill the vacancy for the unexpired term and have to be reappointed in such a short time, it is recommended that the new appointee's term expire December 31, 2017. Ms. Lillie Anne Brown submitted her application, expressing an interest in appointment (Attachment #17).

**Table 4. Library Advisory Board**

<b>Vacancy</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Terri Jones (Resigned)	Lillie Brown	Commissioner Desloge makes appointment.

**Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG)**

Purpose: The CSWG is a decision-making committee with the goal of promoting awareness in the matter of the status of women and girls in the community regarding discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence, and more (Attachment #18).

Composition: The CSWG consists of 21 members that include one appointment by each County Commissioner, one appointment by each City Commissioner, two appointments by the City Commission, as well as seven applicants recommended by the Committee to the full Board of County Commissioners.

Vacancies: The terms of Jeanne O'Kon (Commissioner Desloge), Veronica Vasquez (Commissioner Lindley), C. Sha'Ron James (Commissioner Maddox), and Stephanie Land (Commissioner Sauls) expire September 30, 2015. Ms. Vasquez and Ms. Land are not interested in reappointment. Ms. O'Kon and Ms. James are interested in reappointment and are eligible to serve. Applications from Sharon Ofuani (Attachment #19) and Erin VanSickle (Attachment #20) have been received.

**Table 5. Tallahassee-Leon County Commission on the Status of Women and Girls**

<b>Term Expiration</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Jeanne O'Kon	Jeanne O'Kon	Commissioner Desloge makes reappointment.
Veronica Vasquez	Sharon Ofuani	Commissioner Lindley makes appointment.
C. Sha'Ron James	C. Sha'Ron James	Commissioner Maddox makes reappointment.
Stephanie Land	Erin VanSickle	Commissioner Sauls makes appointment.

**Options:**

1. Ratify Commissioners' appointments to the Development Support & Environmental Management (DSEM) Citizen's User Group, as follows:
  - a. Commissioner Proctor appoints April Asker for an initial term of one year.
  - b. Commissioner Sauls appoints Brad Parker for an initial term of two years.
  - c. Commissioner Dailey appoints Ronald Burger for an initial term of three years.
  - d. Commissioner Desloge appoints Alan Weekley for an initial term of one year.
  - e. Commissioner Dozier appoints Clifford Lamb for an initial term of two years.
  - f. Commissioner Lindley appoints Bob Campbell for an initial term of three years.
  - g. Commissioner Maddox appoints Stephen Fredrickson for an initial term of one year.
2. Ratify Commissioner Sauls' reappointment of Allen Stucks to the Housing Finance Authority for a term of four years.
3. Ratify Commissioner Sauls' appointment of Mr. David Jacobsen to the Human Services Grant Review Committee for a term to expire December 31, 2016.
4. Ratify Commissioner Desloge's appointment of Lillie Mae Brown to the Library Advisory Board for a term of two years.
5. Ratify Commissioners' appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls, as follows:
  - a. Commissioner Desloge reappoints Jeanne O'Kon for a term of two years.
  - b. Commissioner Lindley appoints Sharon Ofuani for a term of two years.
  - c. Commissioner Maddox reappoints C. Sha'Ron James for a term of two years.
  - d. Commissioner Sauls appoints Erin VanSickle for a term of two years.
6. Board direction.

**Recommendation:**

Options #1 a-g, #2, #3, #4, and #5 a-d.

Attachments:

1. DSEM Reauthorizing Enabling Resolution
2. DSEM User Group Membership Roster
3. Eligibility and Criteria – DSEM Citizen's User Group
4. Application – April Asker - DSEM Citizen's User Group
5. Application – Brad Parker - DSEM Citizen's User Group
6. Application – Ronald Burger - DSEM Citizen's User Group
7. Application – Alan Weekley - DSEM Citizen's User Group
8. Application – Clifford Lamb - DSEM Citizen's User Group
9. Application - Bob Campbell - DSEM Citizen's User Group
10. Application – Stephen Fredrickson - DSEM Citizen's User Group
11. Eligibility and Criteria – Housing Finance Authority
12. Eligibility and Criteria – Human Services Grant Review Committee
13. Resignation Email from Linda Nicholzen
14. Application – David Jacobsen
15. Eligibility and Criteria – Library Advisory Board
16. Email – resignation of Terri Jones
17. Application – Lillie Brown – Library Advisory Board
18. Eligibility and Criteria – Commission on the Status of Women and Girls
19. Application – Sharon Ofuani
20. Application – Erin VanSickle

**RESOLUTION NO. 14-37**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO REAUTHORIZE THE CREATION OF THE DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT CITIZEN'S USER GROUP AND TO PROVIDE GUIDELINES FOR ITS OPERATION AND FUNCTION AS A STANDING FOCUS GROUP OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY ESTABLISHED PURSUANT TO POLICY 03-15, BOARD-APPOINTED ADVISORY COMMITTEES.**

**WHEREAS**, the Board of County Commissioners of Leon County, Florida (the Board), recognizes and acknowledges the importance of public involvement and input in County government; and

**WHEREAS**, in order for the Board to consider the input of the public to provide to the Board recommendations regarding issues relating to current planning, development review, and environmental compliance, it wishes to reauthorize and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY**, that:

1. The Board hereby reauthorizes the advisory committee named Development Support and Environmental Management Citizen's User Group, for the purpose of collecting stakeholder input and providing technical resources on proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance as requested by the Board and staff.

2. The Development Support and Environmental Management Citizen's User Group shall function and operate as a standing focus group in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees.

3. The Development Support and Environmental Management Citizen's User Group shall have as its goal to serve as a source of input regarding issues relating to current planning, development review, and environmental compliance to protect the interests of the community to which it is dedicated.

4. The Development Support and Environmental Management Citizen's User Group shall be charged with the responsibility, in response to Board direction, to develop and provide to the Board, through the Leon County Development Support and Environmental Management Department staff, input and technical guidance on growth and environmental issues considered to be of priority interest.

5. The Development Support and Environmental Management Citizen's User Group shall review and provide input and technical guidance, through the Leon County Development Support and Environmental Management Department staff, on new ordinances or amendments as they relate to the Comprehensive Plan and implementing Land Development Regulations.

6. The Development Support and Environmental Management Citizen's User Group shall have fourteen (14) members, specifically to represent a balance of community interests. The members shall be selected as follows: each County Commissioner shall select one at-large member, preferably from their district, who shall have demonstrated experience and interest in development and environmental management-related issues within Leon County. The following seven (7) members, appointed by the full Board, are to be appointed based on the following criteria:

- a) a member who is engaged in providing development, planning or environmental-related consulting services;
- b) a member who is engaged as a real estate professional or represents a real estate-related organization or association;

- c) a member who serves on a neighborhood association board or represents a neighborhood-based organization or association;
- d) a member who is employed by the university or local school system;
- e) a member who is involved with land development;
- f) a member who represents a business association or organization; and
- g) a member who represents a community-based, environment-related organization.

7. The terms of the members of the Development Support and Environmental Management Citizen's User Group shall be for three years. At-large committee appointments will be made initially for staggered one-, two-, and three-year terms. After the initial appointments, all terms will be for three years, with no member serving more than two consecutive three-year terms.

8. The members of the Development Support and Environmental Management Citizen's User Group shall not be subject to full and public disclosure of financial interests.

9. The Development Support and Environmental Management Citizen's User Group shall be assisted by staff from the Department of Development Support and Environmental Management.

10. The Development Support and Environmental Management Citizen's User Group shall be dissolved only as directed by the Board.

11. This Resolution shall become effective immediately upon its adoption.

**DONE, ADOPTED, AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, this 2nd day of September 2014.

LEON COUNTY, FLORIDA

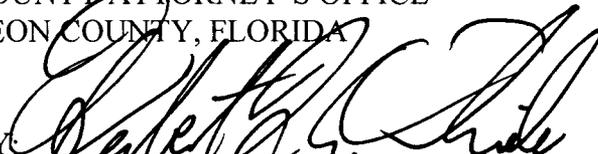


BY:   
KRISTIN DOZIER, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
& COMPTROLLER  
LEON COUNTY, FLORIDA

BY: 

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY:   
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY

**DEVELOPMENT SUPPORT AND ENVIRONMENTAL  
MANAGEMENT CITIZENS USER GROUP**

<p>Mr. Ronald Burger * 6692 Crooked Creek Road Tallahassee, FL 32311-9324 Work Phone: 245-4040 Ext. 2040 Home Phone: 893-1443 <a href="mailto:ron_burger@doh.state.fl.us">ron_burger@doh.state.fl.us</a></p>	<p>Appointed by: John Dailey, Commissioner, District III Begin Term: 06/10/2008 Type: Unlimited Original Date: 06/10/2008</p>
<p>Mr. Wade Pitt <b>[RESIGNED]</b> Inovia Group 1983 Centre Pointe Blvd, Suite 103 Tallahassee, FL 32308-7822 Work Phone: 298-4213 ext 1021 Cell 631-1434 <a href="mailto:wlp@inoviagroup.com">wlp@inoviagroup.com</a></p>	<p>Appointed by: John Dailey, Commissioner, District III Begin Term: 01/09/2007 Type: Unlimited Original Date: 01/09/2007</p>
<p>Mr. Rick Zelznak * 8794 Megans Lane Tallahassee FL 32309 894-0182 (h) 321-9205 (w) <a href="mailto:rezelznak@gmail.com">rezelznak@gmail.com</a></p>	<p>Appointed by: MaryAnn Lindley, Commissioner At-Large Begin Term: 07/07/2014 Type: Unlimited Original Date: 07/07/2014</p>
<p>Ms. April Asker * North Florida Board of Realtors, Inc. 5595 Pedrick Plantation Circle Tallahassee, FL 32317-8204 Work Phone: 980-7653 Cell Phone: 980-7653 Fax: 878-0370 <a href="mailto:diamondgroup@comcast.net">diamondgroup@comcast.net</a></p>	<p>Appointed by: Bill Proctor, Commissioner, District I Begin Term: 02/10/2004 Type: Unlimited Original Date: 02/10/2004 Notes: Realtor</p>
<p>Dr. David Jackson History &amp; Political Science Dept. Florida A &amp; M University 515 Orr Dr. 462 Tucker Hall 599-3447(w) 322-2856 (h) Tallahassee FL 32307-0001 <a href="mailto:David.jackson@famuedu">David.jackson@famuedu</a></p>	<p>Appointed by: Bill Proctor, Commissioner, District I Begin Term: 05/11/2004 Type: Unlimited Original Date: 05/11/2004</p>
<p>Mr. Clifford M. Lamb * Clifford Lamb and Associates 201 Pinewood Dr. Tallahassee, FL 32303-4837 Work Phone: 385-2800 <a href="mailto:lambc@cla-civil.com">lambc@cla-civil.com</a></p>	<p>Appointed by: Kristin Dozier, Commissioner, District V Begin Term: 03/21/2000 Type: No Expiration Original Date: 03/21/2000 Notes: Engineer/Developer</p>
<p>Mr. John Dew 6527 Chevy Way Tallahassee, FL 32317-7412 Home Phone: 656-1393 Work Phone: 386-2223 Cell Phone: 508-6115 <a href="mailto:johndew@flccoc.org">johndew@flccoc.org</a></p>	<p>Appointed by: Kristin Dozier, Commissioner, District V Begin Term: 04/13/2004 Type: Unlimited Original Date: 04/13/2004</p>

<p>Rick Kearney Mainline Information Systems 1700 Summit Lake Drive Tallahassee, FL 32317-7942 Work Phone: 219-8216 <a href="mailto:rick.kearney@mainline.com">rick.kearney@mainline.com</a> <a href="mailto:claude.walker@summitgroup.biz">claude.walker@summitgroup.biz</a> Mr. Walker is the proxy</p>	<p>Appointed by: Bryan Desloge, Commissioner, District IV Begin Term: 05/24/2005 Type: Unlimited Original Date: 05/24/2005</p>
<p>Mr. Stephen Fredrickson * 1280 Redfield Road Tallahassee, FL 32317-7203 Work Phone: 413-4144 Home Phone: 878-3665 <a href="mailto:nolescf@hotmail.com">nolescf@hotmail.com</a></p>	<p>Appointed by: Nick Maddox, Commissioner At-Large II Begin Term: 02/15/1999 Type: Unlimited Original Date: 07/15/1997 Notes: Neighborhood Representative</p>
<p>Mr. Brian Hayden 5953 Ox Bottom Manor Drive Tallahassee FL 32312 Work Phone 222-6550X Cell Phone – (850) 766-7960 <a href="mailto:bhayden@rumberger.com">bhayden@rumberger.com</a></p>	<p>Appointed by: Jane G. Sauls, Commissioner, District II Begin Term: 03/05/2013 Type: Unlimited Original Date: 03/05/2013</p>
<p>Mr. John Gorham Environmental Support Services 1003 Piedmont Dr. Tallahassee, FL 32312-2432 Work Phone: 386-8085 not a valid phone number 10/03/2012</p>	<p>Appointed by: Jane G. Sauls, Commissioner, District II Begin Term: 05/23/2000 Type: Unlimited Original Date: 05/23/2000 Notes: Environmental Representative</p>
<p>Mr. Bob Campbell * 7403 Ox Bow Circle Tallahassee, FL 32312-7549 Home Phone: 893-2707 <a href="mailto:Bob1402wsl@aol.com">Bob1402wsl@aol.com</a></p>	<p>Appointed by: Mary Ann Lindley, Commissioner At-Large I Begin Term: 02/16/1999 Type: Unlimited Original Date: 07/15/1999 Notes: Developer</p>
<p>Mr. Jack Buford <b>[RESIGNED]</b> 7355 Heartland Circle Tallahassee, FL 32312-7502 Phone: 385-6363 <a href="mailto:jbuford@tlhland.com">jbuford@tlhland.com</a></p>	<p>Appointed by: Bryan Desloge, Commissioner District IV Begin Term: 07/27/2004 Type: Unlimited Original Date: 07/27/2004 Notes: Developer/Chamber Representative</p>
<p>Mr. Rick Wolfarth * 7500 Skipper Lane Tallahassee, FL 32317-9534 Cell Phone: 509-4909 <a href="mailto:rwolfarth@comcast.net">rwolfarth@comcast.net</a></p>	<p>Appointed by: Nick Maddox, Commissioner At-Large II Begin Term: 02/16/1999 Type: Unlimited Original date: 07/15/1997 Notes: Commercial Realtor</p>

\*Current members in good standing.

# Development Support & Environmental Management Citizens User Group

**Responsibility:**

The purpose of the Group is to provide the Board recommendations regarding proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance as requested by the Board and staff.

**MISSION STATEMENT:**

In response to Commission direction, develop and provide to the Commission, through the Leon County Development Support & Environmental Management Department Staff, recommendations on growth and environmental issues considered to be of priority interest. The Group will review and provide recommendations on new ordinances or amendments as they relate to the Comprehensive Plan and implementing Land Development Regulation. Recommendations developed by the Group are offered with the sole intention of assisting the Commission and its staff to better serve the growth and environmental interests of the community to which it is dedicated.

**Created By:**

In July of 1997, the Board of County Commissioners formally established the DSEM Citizens User Group to replace and consolidate several user groups that were being used by the Department.

On September 2, 2014, the Board adopted an Enabling Resolution to reauthorize the Development Support & Environmental Management Citizens User Group (formerly the GEM Citizens User Group) as a Focus Group.

**Appointments:**

14 positions -

7 - Each Commissioner appoints 1 at-large member, preferably in their respective district, who have demonstrated experience and interest in development and environmental management-related issues within Leon County

7 - Members specifically appointed to represent a balance of community interests

1. a member who is engaged in providing development, planning or environmental-related consulting services;
2. a member who is engaged as a real estate professional or represents a real estate-related organization or association;
3. a member who serves on a neighborhood association board or represents a neighborhood-based organization or association;
4. a member who is employed by the university or local school system;
5. a member who is involved with land development;
6. a member who represents a business association or organization; and
7. a member who represents a community-based, environment-related organization.

**Terms:**

Three-year terms

No member may serve for more than three consecutive three-year terms

**Eligibility Criteria:**

7 - at-large members, preferably in Commissioner's district, who have demonstrated experience and interest in development and environmental management-related issues within Leon County

7 - Members specifically appointed to represent a balance of community interests

1. a member who is engaged in providing development, planning or environmental-related consulting services;
2. a member who is engaged as a real estate professional or represents a real estate-related organization or association;
3. a member who serves on a neighborhood association board or represents a neighborhood-based organization or association;
4. a member who is employed by the university or local school system;
5. a member who is involved with land development;
6. a member who represents a business association or organization; and
7. a member who represents a community-based, environment-related organization.

**Schedule:**

The Group shall meet as frequently as needed to accomplish its mission statement.

**Contact Person/Staff:**

Ryan Culpepper, Director, Development Services  
DSEM  
Renaissance Center  
435 N. Macomb Street  
Tallahassee, FL 32301  
Phone: 606-1300  
Fax: 606-1301

**Contact:**

Mechelle Cook  
606-1300  
email: [cookme@leoncountyfl.gov](mailto:cookme@leoncountyfl.gov)

**Members:**



**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: April Gardner Asker

Date: 13-Nov-2014

Home Phone:

Work Phone:

Email: diamondgroupllc@gmail.com

Occupation: BUSINESS OWNER

Employer: SWEET INTENTIONS, LLC

Preferred mailing location: Work Address

Work Address: P.O. BOX 16061

City/State/Zip: TALLAHASSEE FL 32317

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 20.00years

Are you currently serving on a County Advisory Committee? Yes

If yes, on what Committee(s) are you a member? GEM USER GROUP

Have you served on any previous Leon County committees? Yes

If yes, on what Committee(s) are you a member? GEM USER GROUP

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Minority, Women &amp; Small Business Enterprise 2nd Choice: Affordable Housing Advisory Committee

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

SPORTS

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 4 or more

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day, Night

**(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: African American

Sex: Female

Age: 45

Disabled? No

District: District 5

**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.**

CURRENTLY SERVING ON THE DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT CITIZENS USER GROUP. FORMER REAL ESTATE BROKER AND FINANCIAL CONSULTANT FOR DIAMOND GROUP REAL ESTATE AND DIAMOND GROUP CONSULTANTS, LLC. VERY ACTIVE PARENT FOR LINCOLN HIGH SCHOOL SAC AND DAC AND RICKARDS HIGH SCHOOL SAC. CURRENTLY AN ACTIVE MEMBER WITH THE NATIONAL ASSOCIATION OF REAL ESTATE BROKERS, WHERE I WAS A FORMER NATIONAL COMMITTEE CHAIR FOR AFFINITY PARTNERSHIPS. I CURRENTLY OWN A CANDY BOUQUET AND GIFT BASKET COMPANY, NEWLY FORMED IN JULY, 2014. I WAS A VOLLEYBALL COACH FOR REC, FAMU DRS, MACLAY, RICKARDS, SWIFT CREEK AND BOTH TALLAHASSEE JUNIORS AND NORTH FLORIDA VOLLEYBALL ACADEMY.

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

Name: TIFFANY GRAY  
Address: APPEARANCE03@YAHOO.COM

Telephone: 850-264-5120

Name: MIRANDA PASCHAL  
Address: M\_PASCHAL@YAHOO.COM

Telephone: MIRANDA PASCHAL

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: April Gardner Asker

This application was electronically sent: 11/13/2014 9:04:17AM

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Brad Parker

Date: 14-Oct-2014

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email: brad@tlgproperty.com

Occupation: REAL ESTATE

Employer: SELF

Preferred mailing location: Work Address

Work Address:

City/State/Zip: TALLAHASSEE FL 32303

Home Address

City/State/Zip: TALLAHASSEE FL 32303

Do you live in Leon County? No If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 40.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Development Support &amp; Environmental Manag2nd Choice:

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 4 or more

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day, Night

**(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: Caucasian

Sex: Male

Age:

Disabled? No

District:

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.

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

Name: JACK BUFORD

Telephone: 850 385 6363

Address: 217 JOHN KNOX RD

Name: TOM OSTEEN

Telephone: 222 5678

Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: brad parker

This application was electronically sent: 10/14/2014 1:30:59PM

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Ronald Burger

Date: 15-Sep-2014

Home Phone:

Work Phone:

Email: disasterdude15@gmail.com

Occupation: SENIOR ASSOCIATE

Employer: HASSETT WILLIS

Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE FL 32311

Home Address

City/State/Zip: TALLAHASSEE FL 32311

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 8.00 years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Development Support &amp; Environmental Manag2nd Choice: Community Health Coordinating Committee

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 1

And for how many months would you be willing to commit that amount of time? 2

What time of day would be best for you to attend Committee meetings? Day, Night

**(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: Caucasian

Sex: Male

Age: 66

Disabled? No

District:

**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.**

AS REQUESTED BY DAVID MCDEVETT TO BE REAPPOINTED TO DSEM; YOU MAY ALSO USE THE AP THAT I SENT IN FOR THE BIG BEND

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

Name: DAVID MORGAN  
Address: 6672 CROOKED CREEK ROAD

Telephone: 850-322-2101

Name:  
Address:

Telephone:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Ronald C. Burger

This application was electronically sent: 9/15/2014 1:51:38PM

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT

### CITIZENS USER GROUP

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</b></p> <p style="text-align: center;"><b>Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Alan Weekley	Date: 8/5/2015 9:47:04AM
Home Phone: _____	Work Phone: _____
Email: alan@awhomes.net	
Occupation: BUILDER/GENERAL CONTRACTOR Employer: SELF-EMPLOYED	
Preferred mailing location: _____ Work Address _____	
Work Address: _____	
City/State/Zip: TALLAHASSEE, FL 32308	
Home Address _____	
City/State/Zip: TALLAHASSEE, FL 32308	
Do you live in Leon County? Yes If yes, do you live within the City limits? No	
Do you own property in Leon County? Yes If yes, is it located within the City limits? No	
For how many years have you lived in and/or owned property in Leon County? 15 years	
Are you currently serving on a County Advisory Committee? No	
If yes, on what Committee(s) are you a member? _____	
Have you served on any previous Leon County committees? No	
If yes, on what Committee(s) are you a member? _____	

Please indicate your area of expertise and/or experience in one of the following areas of eligibility:

- Development, planning, or environmental-related consulting services
- Real estate professional or represents a real estate-related organization or association
- Serves on a neighborhood association board or represents a neighborhood-based organization or association
- Employed by a local university or local school system
- Involved with land development
- Represents a business association or organization
- Represents a community-based, environment-related organization
- Citizen at-Large     District 1     District 2     District 3     District 4     District 5

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work?	2 to 3
And for how many months would you be willing to commit that amount of time?	6 or more
What time of day would be best for you to attend Committee meetings?	Day, Night

**(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: Caucasian	Sex: Male	Age: _____
Disabled? No	District: District 2	

**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.**

I HAVE SERVED ON CHAMBER TASK FORCES FOR LAND DEVELOPMENT AND GROWTH MANAGEMENT AS WELL AS CURRENTLY SERVING AS PRESIDENT OF THE TALLAHASSEE BUILDERS ASSOCIATION. OVER THE YEARS I HAVE SERVED ON MY NEIGHBORHOOD ASSOCIATION BOARD.

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

Name: PAUL THOMPSON Telephone: 8502511053  
Address: 641 MCDONNELL DRIVE

Name: LYNNE A EDWARDS Telephone: 8503851414  
Address: 641 MCDONNELL DRIVE

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? No  
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes  
Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No  
If yes, from whom?  
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No  
Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No  
If yes, please explain.  
Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes  
If yes, please explain.  
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No  
If yes, please explain.  
All statements and information provided in this application are true to the best of my knowledge.

Signature: Alan Weekley

This application was electronically sent: 8/5/2015 9:47:04AM

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: <u>CLIFFORD M. LAMB</u>		Date: <u>10-15-14</u>
Home Phone:	Work Phone:;	Email: <u>lambc@clarcivil.com</u>
Occupation: <u>CIVIL ENGINEER</u>	Employer: <u>CLIFFORD LAMB &amp; ASSOCIATES</u>	
Please check box for preferred mailing address.		
<input checked="" type="checkbox"/> Work Address:		
City/State/Zip: <u>                    </u>		
<input type="checkbox"/> Home Address (Required to determine County residency)		
City/State/Zip: <u>                    </u>		
Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
For how many years have you lived in and/or owned property in Leon County? <u>48</u> years		
Are you currently serving on a County Advisory Committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, on what Committee(s) are you a member? <u>DSEM CITIZEN'S USER GROUP</u>		
Have you served on any previous Leon County committees? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, on what Committee(s) have you served? <u>LAND DEVELOPMENT REGULATIONS REVISIONS CITIZEN'S GROUP</u>		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: <u>DSEM CITIZEN'S USER GROUP</u>		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
<i>If you are appointed to a Committee, you are expected to attend regular meetings.</i>		
How many days per month would you be willing to commit for Committee work? <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 to 3 <input type="checkbox"/> 4 or more		
And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more		
What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input type="checkbox"/> Night		
(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: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other		
Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Age: <u>48</u> Disabled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input checked="" type="checkbox"/> District 5 <input type="checkbox"/>		

"People Focused, Performance Driven."

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.

SEE EXHIBIT "A"  
RESUME IS ATTACHED

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

Name: DAVID McDEVITT Telephone: 606-1300  
Address: 435 N. MACOMB STREET, TALLHASSEE

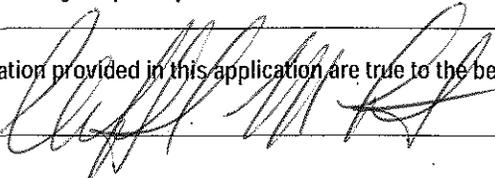
Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation?  Yes  No  
Are you willing to complete a financial disclosure form and/or a background check, if applicable?  Yes  No  
Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?  Yes  No If yes, from whom? \_\_\_\_\_  
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?  Yes  No  
Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?  Yes  No If yes, please explain. \_\_\_\_\_  
Do you or your employer, or your spouse or child or their employers, do business with Leon County?  Yes  No  
If yes, please explain. WORK AS A CIVIL ENGINEER IN LEON COUNTY  
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?  Yes  No  
If yes, please explain. \_\_\_\_\_

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

Signature: 

Please return Application  
by mail: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301  
by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)  
by fax: 850-606-5301  
Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

*"People Focused, Performance Driven."*

EXHIBIT "A"

- 1 – Land Development Regulations Revisions Citizens Group
- 2 – City of Tallahassee Re-development Focus Group
- 3 – Joint member of the LC/COT Minimum Standards Committee

BS in Civil Engineering from FSU, with a minor in Mathematics

Engineer of Record in residential subdivisions; site development of offices, commercial/retail and industrial uses; Engineer of Record in site development of public schools

Have experience in technical and political realms of project management

Licensed as a Civil Engineer from 1993 to the present by the State of Florida  
Obtained Certificate of Authorization by the State of Florida from 1993 to present

Served on the Advisory Committees relating to technical ordinances reviews, including the COT Re-development Ordinance and was joint member of the LC/COT Minimum Standards Committee

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: <u>Robert A Campbell, Jr</u>		Date: <u>9/25/14</u>
Home Phone:	Work Phone:	Email: <u>Bob1402WSL@AOL.com</u>
Occupation: <u>Real Estate</u>	Employer: <u>Self</u>	
<p><b>Please check box for preferred mailing address.</b></p> <p><input type="checkbox"/> Work Address:</p> <p>City/State/Zip: _____</p>		
<p><input checked="" type="checkbox"/> Home Address (Required to determine County residency)</p> <p>City/State/Zip: _____</p>		
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For how many years have you lived in and/or owned property in Leon County? <u>51</u> years</p>		
<p>Are you currently serving on a County Advisory Committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, on what Committee(s) are you a member? <u>GEM Citizens Advisory Committee</u></p>		
<p>Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, on what Committee(s) have you served? _____</p>		
<p>Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference</p> <p>1st Choice: <u>GEM Citizens Committee</u> 2nd Choice: _____</p>		
<p>If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:</p> <p>_____</p>		
<p><b><i>If you are appointed to a Committee, you are expected to attend regular meetings.</i></b></p> <p>How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 to 3 <input type="checkbox"/> 4 or more</p> <p>And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input type="checkbox"/> Night</p>		
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other</p> <p>Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Age: <u>69</u> Disabled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input checked="" type="checkbox"/> District 5 <input type="checkbox"/></p>		

**"People Focused, Performance Driven."**

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.

Masters Degree - FSU - Statistics  
Masters Degree - FSU - Educational Research  
Experienced Real Estate Developer  
Northside Rotary Club

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

Name: David Mc Devitt Telephone: \_\_\_\_\_

Address: GEM Director \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

- Have you completed the Orientation?  Yes  No
- Are you willing to complete a financial disclosure form and/or a background check, if applicable?  Yes  No
- Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?  Yes  No If yes, from whom? \_\_\_\_\_
- Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?  Yes  No
- Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?  Yes  No If yes, please explain. \_\_\_\_\_
- Do you or your employer, or your spouse or child or their employers, do business with Leon County?  Yes  No If yes, please explain. \_\_\_\_\_
- Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?  Yes  No If yes, please explain. \_\_\_\_\_

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

Signature: Robert A. Campbell

Please return Application

by mail: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301

by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)

by fax: 850-606-5301

Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

**"People Focused, Performance Driven."**

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Stephen Fredrickson

Date: 01-Oct-2014

Home Phone:

Work Phone:

Email: nolescf@hotmail.com

Occupation: STAFF LAWYER

Employer: STATE OF FLORIDA-OFFICE OF INSURANCE REGULAT

Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE FL 32399-4206

Home Address

City/State/Zip: TALLAHASSEE FL 32317

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 30.00years

Are you currently serving on a County Advisory Committee? Yes

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: 2nd Choice:

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 1

And for how many months would you be willing to commit that amount of time? 2

What time of day would be best for you to attend Committee meetings? Day

**(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:

Sex:

Age:

Disabled?

District: District 5

**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.**

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

Name: JOHN DEW Telephone: 850-656-1393  
Address: 6527 CHEVY WAY TALLAHASSEE, FL

Name: DAVID MCDEVITT Telephone: 850-606-5302  
Address: 435 MACOMB ST. TALL,FL

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Stephen C. Fredrickson

This application was electronically sent: 10/1/2014 9:57:39PM

# Housing Finance Authority

## **Responsibility:**

Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of BCC.

The Ordinance requires:

Section 8: Any bonds to be issued and sold by the HFA on the negotiated basis authorized in Sec. 159.613(2), FS, 1979, shall first be approved by resolution of the BCC, both as to the documents and the method of sale by the HFA.

Section 9: Any rules or regulations to be promulgated by the HFA setting forth standards or criteria for determining "eligible persons" in the program shall be submitted to and approved by the BCC prior to implementation.

Section 10: Contracts by the HFA shall first be approved by resolution of the BCC.

Section 11: The exercise of any of the powers hereby authorized or conferred is subject to the power of the BCC to approve the budget of the HFA.

## **Created By:**

Ch. 159, Part IV, F.S.; Leon County Ordinance 80-39

## **Appointments:**

7 - BCC Each Commissioner has an appointment.

## **Terms:**

4 years, (a member holds office until his/her successor has been appointed and has qualified); Terms expire September 30. Number of terms allowed not specified in the statute or ordinance. Vacancies filled for remainder of unexpired term.

## **Eligibility Criteria:**

No less than 3 members shall be knowledgeable in one of the following fields: labor, finance, or commerce.

## **Schedule:**

Meets second Thursday of each month, from 11:30 a.m. to 1 p.m., at the Amtrack Building Training Room located on Railroad Avenue.

## **Contact Person/Staff:**

Mr. Lamarr Kemp  
Housing Services  
Office of Human Services & Community Partnerships  
606-1900  
email: [kempl@leoncountyfl.gov](mailto:kempl@leoncountyfl.gov)

Bond Counsel: Robert Reid  
Bryant, Miller & Olive  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301  
Phone: 222-8611

Financial Advisor: David Moore  
Public Financial Management  
300 S. Orange Avenue, Suite 1170  
Orlando, Florida 32801  
Ph: (407)-648-2208  
FAX: (407)-648-1323  
and

Joe Litten  
Public Financial Management  
50 California Street, Suite 2300  
San Francisco, CA 94111  
Ph: (415)-982-5544

**Members:**

Stucks, Allen	Begin Term: 10/14/2011 End Term: 9/30/2015 Type: four years	Original Date: 12/14/2010 <hr/> Appointed by: Jane G. Sauls Commissioner District II	Email: stucksfam@comcast.net
Gaver, Patrick Branch Banking & Trust	Begin Term: 1/29/2013 End Term: 9/30/2016 Type: four years	Original Date: 4/13/2010 <hr/> Appointed by: Mary Ann Lindley Commissioner At- large I	Email: pgaver@bbandt.com
Lewis, Thomas	Begin Term: 4/9/2013 End Term: 9/30/2016	Original Date: 4/9/2013 <hr/> Appointed by: Bryan Desloge Commissioner District IV	Email: nupe1963@aol.com

Rogers, Mike	Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years	Original Date: 8/23/2011 <hr/> Appointed by: Kristin Dozier Commissioner District V	Email: Mike@Green-BuildingGroup.com
Gay, Andrew (Capital City Ban)	Begin Term: 9/10/2013 End Term: 9/30/2017 Type: four years	Original Date: 9/10/2013 <hr/> Appointed by: John Dailey Commissioner District III	Email: gay.andrew@cdbg
Milon, Gail	Begin Term: 9/17/2013 End Term: 9/30/2017 Type: four years	Original Date: 9/22/2009 <hr/> Appointed by: Bill Proctor Commissioner District I	Email: gmilon@metlife.com
Sharkey, Jeffrey Capitol Alliance Group	Begin Term: 9/17/2013 End Term: 9/30/2017 Type: : four years	Original Date: 7/12/2011 <hr/> Appointed by: Nick Maddox Commissioner At- large II	Email: jeff@capitolalliancegroup.com

## Human Services Grants Review Committee

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**Responsibility:**

Evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board. Committee will be available to perform program evaluations at the BCC's request to determine the merit of a mid-year funding request and the extent to which it meets the Committee's priority guidelines and assessment criteria.

The purpose of the Community Human Services Partnership (CHSP) is to "foster an ongoing community-wide dialog with funders and providers to improve human services delivery in Leon County. The CHSP is comprised of the City, County and United Way. The Florida Department of Children and Families is a collaborating partner. Two representatives from each of these funding sources are appointed to a joint planning board.

**Created By:**

BCC Policy 81-3, adopted March 24, 1981

Currently operates Under Policy No. 01-04, adopted November 30, 2004

**Appointments:**

14 - BOCC; Each Commissioner has 2 appointments.

Joint Planning Board -

2 Representatives from City of Tallahassee

2 Representatives from United Way of the Big Bend

2 Representatives from the County - 1 Chairman appointment and 1 staff

**Terms:**

2 years. Terms expire December 31. According to Policy No. 03-15, the number of terms allowed is limited to three. Vacancies filled for remainder of unexpired term

**Eligibility Criteria:**

Not specified in the policy.

**Schedule:**

Annually - Considers requests for funding a in conformity with County budgetary cycle. Training sessions are conducted prior to the beginning of the process.

**Type of Report:**

Funding recommendations.

**Contact Person/Staff:**

Pamela Tisdale

Human Services Analyst

606-1900

email: [tisdalep@leoncountyfl.gov](mailto:tisdalep@leoncountyfl.gov)

**Members:**

Cowan, Greg	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Kristin Dozier District 5	Email: <a href="mailto:gcowan@flccoc.org">gcowan@flccoc.org</a>
Garner, Jaime	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Bryan Desloge District 4	Email: <a href="mailto:mwakeman@mcconnaughhay.com">mwakeman@mcconnaughhay.com</a>
Safreit, Kent	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: John Dailey District 3	Email: <a href="mailto:kents@hgslaw.com">kents@hgslaw.com</a>
LaMothe, Gerard	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 1/24/2012 <hr/> Appointed by: Nick Maddox At-large II	Email: <a href="mailto:office@superiorpainting.net">office@superiorpainting.net</a>
McShane, Jim CareerSource Capital Region	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 06/01/2013 <hr/> Appointed by: Mary Ann Lindley At-large I	Email: <a href="mailto:Jim.McShane@careersourcecapitalregion.com">Jim.McShane@careersourcecapitalregion.com</a>
Gardner, Cynthia	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 3/25/2008 <hr/> Appointed by: Bill Proctor District 1	Email: <a href="mailto:gardc@aol.com">gardc@aol.com</a>
Piotrowski, Janis Weisz	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 9/14/2010 <hr/> Appointed by: Jane G. Sauls District 2	Email: <a href="mailto:janpio@comcast.net">janpio@comcast.net</a>
DeMeo, Ralph	Begin Term: 12/09/2014 End Term: 12/31/2016 Type: two years	Original Date: 2/14/2012 <hr/> Appointed by: John Dailey District 3	Email: <a href="mailto:ralphd@hgslaw.com">ralphd@hgslaw.com</a>

Ruggles, Connie	Begin Term: 12/09/2014 End Term: 12/31/2016 Type: two years	Original Date: 2/26/2013 <hr/> Appointed by: Mary Ann Lindley At-Large	Email: <a href="mailto:conrug@aol.com">conrug@aol.com</a>
Tynan, Amber	Begin Term: 2/10/2015 End Term: 12/31/2016 Type: two years	Original Date: 2/10/2015 <hr/> Appointed by: Nick Maddox At-large II	Email: <a href="mailto:atynan@southernscholarship.org">atynan@southernscholarship.org</a>
Jones, Andrea	Begin Term: 3/10/2015 End Term: 12/31/2016 Type: two years	Original Date: 3/10/2015 <hr/> Appointed by: Kristin Dozier District 5	Email: <a href="mailto:amjones.harkness@gmail.com">amjones.harkness@gmail.com</a>
DeNagy, Corbin	Begin Term: 2/10/2015 End Term: 12/31/2016 Type: two years	Original Date: 2/10/2015 <hr/> Appointed by: Bryan Desloge District 4	Email: <a href="mailto:codenagy@hotmail.com">codenagy@hotmail.com</a>
Hunter, Lauri	Begin Term: 2/10/2015 End Term: 12/31/2016 Type: two years	Original Date: 2/10/2015 <hr/> Appointed by: Bill Proctor District 1	Email: <a href="mailto:ihmotivation@gmail.com">ihmotivation@gmail.com</a>
Nicholsen, Linda	Begin Term: 12/09/2014 End Term: 12/31/2016 Type: two years	Original Date: 9/14/2010 <hr/> Appointed by: Jane G. Sauls District 2	Email: <a href="mailto:lnicholsen@gmail.com">lnicholsen@gmail.com</a>

**RESIGNED**

**From:** Linda Summerlin <summerlinl@leoncountyfl.gov>  
**To:** CobleC@leoncountyfl.gov  
**Date:** 3/27/15 9:14 AM  
**Subject:** Fwd: CHSP

Begin forwarded message:

> From: "Linda NicholSEN" <lnicholSEN@gmail.com>  
> Date: March 17, 2015 at 1:32:01 PM EDT  
> To: "Tiffany Harris" <HarrisTi@leoncountyfl.gov>, "Jane Sauls" <SAULSJ@leoncountyfl.gov>, "Linda Summerlin" <SummerlinL@leoncountyfl.gov>  
> Subject: CHSP  
>  
> Commissioner Sauls:  
>  
> I will be out of town for an extended period this spring and summer and will be unable to serve on the CHSP committee. I apologize for the late notice but I was hoping I would be able to meet the time requirements. Unfortunately, this is not the case.  
>  
> I have enjoyed serving on the committee and have learned so much during the process. I had not realized the extent of the number of community support organizations and the dedicated folks behind them. I am also impressed with the effort and amount of time County and City staff spend on this project and the fairness of the evaluation process. It has been a pleasure serving on the committee.  
>  
> Linda NicholSEN  
>

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT HUMAN SERVICES GRANTS REVIEW COMMITTEE

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: David Jacobsen		Date: 8/3/2015 4:58:15PM
Home Phone:	Work Phone:	Email:
Occupation: RETIRED	Employer: RETIRED	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE, FL		
Home Address		
City/State/Zip:		
Do you live in Leon County?	True	If yes, do you live within the City limits? False
Do you own property in Leon County?	True	If yes, is it located within the City limits? False
For how many years have you lived in and/or owned property in Leon County?		27.00 years
Are you currently serving on a County Advisory Committee?		False
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees?		True
If yes, on what Committee(s) are you a member?		2010 LEON COUNTY CHARTER REVIEW COMMISSION
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work?		4 or more
And for how many months would you be willing to commit that amount of time?		6 or more
What time of day would be best for you to attend Committee meetings?		Day, Night
<p><b>(OPTIONAL)</b> 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.</p>		
Race: Caucasian	Sex: Male	Age: 71.00
Disabled? False	District: District 4	
<p><b>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.</b></p> <p>PROVEN GOVERNMENT PROGRAM ADMINISTRATOR AND SUPERVISOR WITH 40 PLUS YEARS OF EXPERIENCE. KNOWLEDGEABLE WITH PUBLIC HEALTH, HUMAN SERVICES, HIGHWAY SAFETY AND TRANSPORTATION ISSUES HAVING WORKED WITH THESE AGENCIES IN OHIO AND FLORIDA. AN EFFECTIVE NETWORKER WHO CAN DEAL WITH OFFICIALS FROM THE GOVERNMENT, NEWS MEDIA, LEGISLATURE, GOVERNMENT AND PRIVATE SECTOR. EXPERIENCED IN PLANNING, BUDGETING, IMPLEMENTING AND EVALUATING PUBLIC HEALTH EDUCATIONAL AND REGULATORY PROGRAMS. HAVE A MASTERS DEGREE FROM OHIO STATE AND A BACHELORS DEGREE FROM HASTINGS COLLEGE.</p>		

MEMBER OF 2010 LEON COUNTY CHARTER REVIEW COMMISSION.

PRESIDENT OF NW FL AFSCME RETIREES, PRESIDENT OF DEMOCRATIC CLUB OF NORTH FLORIDA, PAST VESTRY MEMBER OF ADVENT EPISCOPAL CHURCH; PAST BOARD MEMBER OF TALLAHASSEE EQUALITY ACTION MINISTRY; PAST CHAIR OF ARRANGEMENT COMMITTEE OF CROP WALK FOR HUNGER; PAST PRESIDENT OF OPTIMIST CLUB OF TALLAHASSEE.

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

Name: CLIFF THAELL Telephone: 850-545-8866  
Address: 961 MICCOSUKEE RD., LOT 59, TALLAHASSEE, FL 32309

Name: RICK MINOR Telephone: 850-445-1914  
Address: 407 VINNEDGE RIDE, TALLAHASSEE, FL 32303

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

- Have you completed the Orientation?      False      True
- Are you willing to complete a financial disclosure form and/or a background check, if applicable?      True
- Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?      False
- If yes, from whom?
- Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?      False
- Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?      False
- If yes, please explain.
- Do you or your employer, or your spouse or child or their employers, do business with Leon County?      False
- If yes, please explain.
- Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?      False
- If yes, please explain.
- All statements and information provided in this application are true to the best of my knowledge.

Signature: David V. Jacobsen

This application was electronically sent: 8/3/2015 4:58:15PM

# Library Advisory Board

**Responsibility:**

Serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the library.

**Created By:**

Created by the BCC in 1955.  
Revised, By-laws written in 1988

**Appointments:**

7 – Each Commissioner has one appointment

**Terms:**

2 years. Terms expire December 31. Number of terms allowed is three consecutive terms. Vacancies fill remainder of unexpired term.

**Eligibility Criteria:**

Not specified.

**Schedule:**

Meetings are held the first Tuesday of each month, at 10:00 am in the Library Board Room.

**Contact Person/Staff:**

Cay Hohmeister, Director  
Library Services  
606-2665  
email: [hohmeisterc@leoncountyfl.gov](mailto:hohmeisterc@leoncountyfl.gov)

**Members:**

Doffek, Pamala	Begin Term: 2/28/2012 End Term: 12/31/2015 Type: two years	Original Date: 2/28/2012 <hr/> Appointed by: Mary Ann Lindley, At-large I	Email: pamdoffek@cci.fsu.edu
Summers, Bill	Begin Term: 4/9/2013 End Term: 12/31/2015 Type: two years	Original Date: 4/9/2013 <hr/> Appointed by: John Dailey, District 3	Email: summersbill@comcast.net
Lovelace, Julie	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 2/28/2012 <hr/> Appointed by: Jane G. Sauls, District 2	Email: julielovelace@comcast.net
Labat, Marcia	Begin Term: 12/9/2014 End Term: 12/31/2016 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Nick Maddox, At-large II	Email: marcialabat@comcast.net
Fiore, Carole	Begin Term: 12/9/2014 End Term: 12/31/2016 Type: two years	Original Date: 4/9/2013 <hr/> Appointed by: Kristin Dozier, District 5	Email: carole@fioretic.biz
Jackson, Eddie	Begin Term: 12/9/2014 End Term: 12/31/2016 Type: two years	Original Date: 12/9/2014 <hr/> Appointed by: Bill Proctor, District 1	Email: ejack1152@aol.com
Jones, Terri <b>(RESIGNED)</b>	Begin Term: 4/22/2014 End Term: 12/31/2015 Type: unexpired term	Original Date: 4/22/2014 <hr/> Appointed by: Bryan Desloge, District 4	Email: <a href="mailto:tjonespa@bellsouth.net">tjonespa@bellsouth.net</a>

On 4/7/2015 at 10:07 AM, in message  
<312CAD59-0A31-4BBC-A8E9-A8198D59D589@bellsouth.net>, Terri Jones  
<tljonespa@bellsouth.net> wrote:

I apologize for missing the meeting. I was stuck at work in a meeting. Unfortunately, I think this is going to occur more often so I think it's best that I resign from the board so someone who doesn't have so much conflict can give the board the attention it deserves.

I have enjoyed my time with you and you have my deepest apologies for not being able to continue with you.

Thank you,

Terri

Sent from my iPhone

>>> On 4/7/2015 at 3:14 PM, in message <5538C66A.893B.00FA.0@leoncountyfl.gov>, Cay Hohmeister wrote:

Christine, Terri Jones has resigned from the Library Advisory Board. She had missed a couple of meetings due to her work and sent me this email today.

I have responded that I am sorry that she is resigning.

She was appointed by Commissioner Desloge, and her term expires 12/15.

thanks,

Cay

Cay Hohmeister  
Director  
LeRoy Collins Leon County Public Library System  
200 W. Park Avenue  
Tallahassee, FL 32301  
850-606-2665  
"People Focused, Performance Driven"

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Lillie Anne Brown

Date: 18-Aug-2014

Home Phone:

Work Phone:

Email:

drbrown901@comcast.net

Occupation: ASST. PROFESSOR OF ENGLISH

Employer: FLORIDA A &amp; M UNIVERSITY

Preferred mailing location: Work Address

Work Address: 418 TUCKER HALL - 515 ORR DRIVE

City/State/Zip: TALLAHASSEE FL 32307

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 28.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: 2nd Choice: Library Advisory Board

What cultural arts organization do you represent, if any?

N/A

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 2 to 3

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day

**(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: African American

Sex: Female

Age: 60

Disabled? No

District:

**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.**

I AM A NATIVE TALLAHASSEEAN ABD REALLY, REALLY WANT TO GIVE BACK TO THE COMMUNITY IN WHICH I GREW UP. I AM ALSO A PROUD ANIMAL OWNER (LOVER); HAVE ADOPTED NUMEROUS CATS FROM THE COUNTY'S ANIMAL SERVICE CENTER OVER THE YEARS; AND, ABSOLUTELY BELIEVE IN THE CRE AND WELL-BEING OF ALL ANIMALS. I AM WILLING TO LEND MY TIME ND EFFORT IN SUPPORT OF THE COUNTY'S COMMITMENT IN ESTABLISHING POLICIES AND PROCEDURS WITH RESPECT TO THE HEALTH AND SAFETY OF THE COMMUNITY'S FOUR-LEGGED FRIENDS!

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

Name: DR. RUTH SAWH Telephone: 850-562-3281  
Address: DEPT. OF ENGLISH 448 TUCKER HALL FAMU

Name: ALISON BURNS-WILLIAMS Telephone: 850-575-1669  
Address: 145 BURNS ROAD; MIDWAY, FL 32343

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: illie Anne Brown

This application was electronically sent: 8/18/2014 3:54:54PM

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

### **Responsibility:**

Consider input and promote awareness in the matter of the status of women and girls in the community regarding discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence, and more.

### **Created By:**

Enabling Resolution, adopted by the Board of County Commissioners on March 12, 2013; adopted by the City Commission on March 13, 2013.

### **Appointments:**

21 members:

7 - each County Commissioner makes one appointment

7 - each City Commissioner makes one appointment and the full City Commission makes two appointments

7 - Full Board appointments, chosen from a list of candidates provided by the Commission

### **Terms:**

Initial Terms will be staggered as follows:

County Commission Districts 1, 3, and 5 - one year

County Commission Districts 2 and 4 and At-large - two years

City Commission Seats 2 and 4 - one year

Mayor and City Commission Seats 1 and 3 - two years

After the initial appointments, all terms will be for two-year terms, ending ~~April 30~~ September 30. The number of terms a committee member can serve is limited to no more than three terms.

### **Type of Report:**

An annual report on the activities of the Commission will be provided to the Board.

### **Contact Person/Staff:**

Haley Cutler, Executive Director  
Oasis Center for Women & Girls  
317 E. Call Street  
Tallahassee, FL 32301  
Phone: 222-2747

Email: [haley.oasis@comcast.net](mailto:haley.oasis@comcast.net)

**Members:**

James, Sha'Ron	Begin Term: 6/10/2014 End Term: 9/30/2015 Type: Unexpired term	Original Date: 6/10/2014 <hr/> Appointed by: Nick Maddox Commissioner At-large II	Email: csjamesesq@gmail.com
Vasquez, Veronica E.  <b>NOT INTERESTED IN REAPPOINTMENT</b>	Begin Term: 4/23/2013 End Term: 9/30/2015 Type: two years	Original Date: 4/23/2013 <hr/> Appointed by: Mary Ann Lindley Commissioner At-large I	Email: vev02@my.fsu.edu
O'Kon, Jeanne	Begin Term: 4/23/2013 End Term: 9/30/2015 Type: two years	Original Date: 4/23/2013 <hr/> Appointed by: Bryan Desloge Commissioner District IV	Email: okonj@tcc.fl.edu
Rainey, Cheri	Begin Term: 5/1/2015 End Term: 9/30/2016 Type: unexpired term	Original Date: 5/1/2015 <hr/> Appointed by: Tallahassee City Commission	Email: cheri@raineyleadership.com
Carter-Smith, Paige Governance Services, LLC	Begin Term: 4/24/2013 End Term: 9/30/2015 Type: two years	Original Date: 4/24/2013 <hr/> Appointed by: City Commissioner Scott Maddox	Email: paigecartersmith@gmail.com
Hall, Mildred R.	Begin Term: 4/24/2013 End Term: 9/30/2015 Type: two years	Original Date: 4/24/2013 <hr/> Appointed by: City Commissioner Nancy Miller	Email: mrhaka@aol.com

Land, Stephanie  <b>NOT INTERESTED IN REAPPOINTMENT</b>	Begin Term: 4/23/2013 End Term: 9/30/2015 Type: two years	Original Date: 4/23/2013 <hr/> Appointed by: Jane G. Sauls Commissioner District II	Email: jcsland@aol.com
Gillum, R. Jai	Begin Term: 5/28/2013 End Term: 9/30/2015 Type: two years	Original Date: 5/28/2013 <hr/> Appointed by: CSWG	Email: rjaigillum@gmail.com
Jackson-Lowman, Huberta	Begin Term: 5/28/2014 End Term: 9/30/2016 Type: two years	Original Date: 5/28/2013 <hr/> Appointed by: CSWG	Email: huberta.jlo@gmail.com
Reynaud, Cecile	Begin Term: 5/28/2013 End Term: 9/30/2015 Type: two years	Original Date: 5/28/2013 <hr/> Appointed by: CSWG	Email: Marcia.warfel@yahoo.com
McGee, Marion	Begin Term: 6/19/2013 End Term: 9/30/2015 Type: two years	Original Date: 6/19/2013 <hr/> Appointed by: Tallahassee City Commission	Email: Marcia.warfel@yahoo.com
Johnson, Jane	Begin Term: 4/22/2014 End Term: 9/30/2016 Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: John Dailey Commissioner District III	Email: janeelizjohnson@hotmail.com
Saxner Sara	Begin Term: 4/23/2014 End Term: 9/30/2016 Type: two years	Original Date: 4/23/2014 <hr/> Appointed by: Tallahassee City Commission	Email: jenk@hgslaw.com

Hughes, Roxanne	Begin Term: 4/22/2014 End Term: 9/30/2016 Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: Kristin Dozier Commissioner District V	Email: hughes@magnet.fsu.edu
Burnette, Ada	Begin Term: 4/22/2014 End Term: 9/30/2016 Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: Bill Proctor Commissioner District I	Email: draburnette@w3mconnect.com
Jakubowski, Elizabeth	Begin Term: 5/13/2014 End Term: 9/30/2016 Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: ejakubowski@gmail.com
Nickens, Ruth	Begin Term: 5/13/2014 End Term: 9/30/2016 Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: ruth.nickens@talgov.com
Dixon, Gail	Begin Term: 5/13/2014 End Term: 9/30/2016 Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: gypsygdd@comcast.net
Warfel, Marcia	Begin Term: 5/13/2014 End Term: 9/30/2016 Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: Marcia.warfel@yahoo.com
Terry, Jaye Ann	Begin Term: 4/23/2014 End Term: 9/30/2016 Type: two years	Original Date: 4/23/2014 <hr/> Appointed by: Tallahassee City Commission	Appointed by Mayor Andrew Gillum Email: jayeannterry@gmail.com

Minor, Jessica Lowe League of Women Voters of Florida	Begin Term: 4/23/2014 End Term: 9/30/2016 Type: two years	Original Date: 4/23/2014 Appointed by: Tallahassee City Commission	Notes: Appointed by Former Mayor John Marks Email: LWVExecutivedirector@gmail.com
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## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at <a href="mailto:CobleC@leoncountyfl.gov">CobleC@leoncountyfl.gov</a> Applications will be discarded if no appointment is made after two years.</p>		
Name: Sharon Ofuani		Date: 11/5/14
Home Phone:	Work Phone:	Email: CHIAMAKA@NETTALLY.COM
Occupation: Executive Director		Employer: Big Bend Crime Stoppers, Inc.
<p>Please check box for preferred mailing address.</p> <p><input checked="" type="checkbox"/> Work Address: PO Box 938 City/State/Zip: Tallahassee, FL 32317</p>		
<p><input type="checkbox"/> Home Address (Required to determine County residency)</p> <p>City/State/Zip:</p>		
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For how many years have you lived in and/or owned property in Leon County? <u>37+</u> years</p>		
<p>Are you currently serving on a County Advisory Committee? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If Yes, on what Committee(s) are you a member? _____</p>		
<p>Have you served on any previous Leon County committees? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, on what Committee(s) have you served? Human Relations</p>		
<p>Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference</p> <p>1st Choice: Commission on Women _____ 2nd Choice: Big Bend Health Council and Planning Commission</p>		
<p>If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:</p> <p>_____</p>		
<p><b><i>If you are appointed to a Committee, you are expected to attend regular meetings.</i></b></p> <p>How many days per month would you be willing to commit for Committee work? 1 <input type="checkbox"/> 2 to 3 <input checked="" type="checkbox"/> 4 or more <input type="checkbox"/></p> <p>And for how many months would you be willing to commit that amount of time? 2 <input type="checkbox"/> 3 to 5 <input type="checkbox"/> 6 or more <input checked="" type="checkbox"/></p> <p>What time of day would be best for you to attend Committee meetings? Day <input checked="" type="checkbox"/> Night <input type="checkbox"/></p>		
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: Caucasian <input type="checkbox"/> African American <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other <input type="checkbox"/></p> <p>Sex: Male <input type="checkbox"/> Female <input checked="" type="checkbox"/> Age: <u>62</u> Disabled? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5 <input type="checkbox"/></p>		

***"People Focused, Performance Driven."***

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.

SEE RESUME

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

Name: Senator Geraldine Thompson Telephone: 407-247-9503

Address: geraldineforsenate@gmail.com

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

- Have you completed the Orientation? Yes  No
- Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes  No
- Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes  No  If yes, from whom? \_\_\_\_\_
- Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes  No
- Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes  No  If yes, please explain. \_\_\_\_\_
- Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes  No  If yes, please explain. \_\_\_\_\_
- Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes  No  If yes, please explain. \_\_\_\_\_

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

Signature: Sharon Ofuani

Please return Application  
by mail: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301  
by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)  
by fax: 850-606-5301

*"People Focused, Performance Driven."*

**Bio-SHARON OFUANI**  
1900 Vineland Lane  
Tallahassee, Florida 32317  
850 933-8366 (c)  
(850) 666-8333 (h)  
chlamaka@nettally.com

For 33 years, from 1978-2011, Sharon Ofuani served as **Director of Equity and Workforce Development** at the City of Tallahassee. There isn't an area in the field of equal opportunity that she is unfamiliar with. Ofuani was responsible for program implementation in areas such as fair housing testing, diversity recruitment, addressing underutilization problems, serving as trainer for anti-harassment/sexual harassment/diversity and discrimination, addressing reasonable accommodation matters for persons with disabilities, developing processes to monitor the workforce numerical composite, conflict resolution, utilizing mediation and investigation techniques, founder of the Mayor's Summit on Race, Culture and Human Relations and more. Sharon is the author of the city of Tallahassee's Anti-Harassment Policy, and the ADA Policy.

In workforce development, Ofuani has made several major accomplishments. These include growing the city's training program to be an authorized provider of CEUs from the International Association for Continuing Education and Training, contributed to the city's need for new revenue enhancers by successfully extending training to the general public for a nominal fee, and establishing three Leadership Skills for Supervisors Certification Programs. Further, she developed a succession planning initiative, (Employee Mobility Program), to address the mass exodus of baby boomers from the workforce.

Continuing her commitment to public service, Ms. Ofuani became the **Executive Director of Big Bend Crime Stoppers** in August 2011. To date, her accomplishments include creation of a crime stoppers television and radio programs, securing grants for the organization and establishing a signature fundraising initiative.

She has served in numerous leadership roles for various organizations including National President of the Council of Presidents, and President of the Tallahassee Chapter of the National Forum for Black Public Administrators (NFBPA), President, National Association of Public Sector Equal Opportunity Professionals (NAPSEO), Regional Director, American Association for Affirmative Action, Secretary, ZONTA, International (Local Chapter). She was also the former regional director of the American Association for Affirmative Action (AAAA) and has served on the boards of numerous other organizations such as Vice-Chair Big Ben Fair Housing Center. Other organizational memberships include the American Society for Training and Development. Community and civic organizations include, Member of Leadership Tallahassee Class 24, Bethel A.M.E. Church and Alpha Kappa Alpha Sorority, Inc.

Awards and distinctions include: Selected in Women Can Run Program, Community Woman of the Year by Zeta Phi Beta Sorority, Inc., NAACP Black Achievers, EEO/MBE Public Service Award from the National Forum for Black Public Administrators, Award of Public Service Excellence from NAPSEO, Inc., Who's Who in America, Honorary Mayor-Parrish of East Baton Rouge, Louisiana and was presented keys to the City and inducted as a Honorary State of Pennsylvania, Highway Patrol.

Ofuani is a graduate of the University of Kentucky and is a Florida State University Certified Public Manager. She is certified by the Supreme Court of Florida as a County Court Mediator. In 1997 Ofuani received a gubernatorial appointment to the Florida Commission on Human Relations 1997-2002, and having served as Chair and Vice Chair.

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

			
Name: Erin VanSickle		Date: June 24, 2015	
Home Phone:	Work Phone:	Email: <a href="mailto:ejvansickle@gmail.com">ejvansickle@gmail.com</a>	
Occupation: Director of External Affairs		Employer: Volunteer Florida	
<p><b>Please check box for preferred mailing address.</b></p> <p><input type="checkbox"/> Work Address:</p> <p style="padding-left: 20px;">City/State/Zip:</p>			
<p><input type="checkbox"/> Home Address:</p> <p style="padding-left: 20px;">City/State/Zip: Tallahassee, Florida 32303</p>			
<p><b>Do you live in Leon County?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, do you live within the City limits?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Do you own property in Leon County?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, is it located within the City limits?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>For how many years have you lived in and/or owned property in Leon County?</b> 37 years</p>			
<p><b>Are you currently serving on a City or County Advisory Committee?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><b>If Yes, on what Committee(s) are you a member?</b> _____</p>			
<p><b>Have you served on any previous City or County committees?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><b>If Yes, on what Committee(s) have you served?</b> I assisted with the CSWG's Sexual Assault Policy Group's report.</p>			
<p><b><u>If you are appointed to the Tallahassee-Leon County Commission on the Status of Women and Girls, you are expected to attend regular meetings.</u></b></p> <p><b>How many days per month would you be willing to commit for Committee work?</b> 1 2 to 3 <input checked="" type="checkbox"/> 4 or more</p> <p><b>And for how many months would you be willing to commit that amount of time?</b> 2 3 to 5 <input checked="" type="checkbox"/> 6 or more</p> <p><b>What time of day would be best for you to attend Committee meetings?</b> Day <input type="checkbox"/> Evening <input checked="" type="checkbox"/></p> <p><b>Can you serve a full three-year term?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p><b>(OPTIONAL) The City of Tallahassee and Leon County strive to meet their goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</b></p> <p>Race: <input checked="" type="checkbox"/> Caucasian    African American    Hispanic    Asian    Other</p> <p>Sex:    Male <input checked="" type="checkbox"/> Female    Age: 37    Disabled?    Yes    No</p>			

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 the City of Tallahassee or Leon County; any charitable or community activities in which you participate; and reasons for your interest in the Commission on the Status of Women and Girls. Please attach your resume, if one is available.

I am a lifelong citizen of Tallahassee. I am particularly interested in workplace issues impacting women and expanding access to services for those who may not be aware of their rights or who may be unable to advocate for themselves. I believe I would bring a unique perspective and skill set to the Commission on the Status of Women and Girls. My community service includes Leadership Tallahassee, serving on the Board of The Village Square, and serving as a Trustee for Awesome Tallahassee. I am also a member of the American Council of Young Political Leaders.

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

Name: Marcia Warfel Telephone: 850-322-1622

Address: 2965 Shamrock Street North, B-14, Tallahassee, Florida 32309

Name: Robin H. Thompson Telephone: 850-907-0693

Address: 3703 Bobbin Brook Way, Tallahassee, Florida 32312

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF THE TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN AND GIRLS, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING CODE OF ETHICS FOR PUBLIC OFFICERS AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE CITY OF TALLAHASSEE OR BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLISHED AT [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on the Committee? Yes No If yes, from whom? \_\_\_\_\_

Do you or your employer, or your spouse or child or their employers, do business with the City of Tallahassee or Leon County? Yes No

If yes, please explain. \_\_\_\_\_

Do you have any employment or contractual relationship with the City of Tallahassee or Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes No

If yes, please explain. \_\_\_\_\_

Please note that pursuant to City of Tallahassee policy, a background check may be conducted for City appointees to the Tallahassee-Leon County Commission on the Status of Women and Girls.

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

Signature: Erin VanSickle

**Please return Application**

by mail: Christine Coble, Agenda Coordinator  
301 S. Monroe Street  
Tallahassee, FL 32301

by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)

by fax: 850-606-5301

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #3

September 15, 2015

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

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

**Title:** Authorization to Proceed with the Development of a School Siting Standards Ordinance

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Authorize staff to proceed with the development of a School Siting Standards Ordinance.

## **Report and Discussion**

### **Background:**

Traditional land use planning principles and implementing zoning code provisions for schools are generally based on the premise of siting neighborhood public elementary schools that are within walking and biking distance of the student population to be served, while larger secondary schools that typically draw from a larger geographical area are sited based on bus trip times. The way elementary and secondary schools serve the community has, however, evolved over the years. Currently, elementary schools enroll approximately 500 to 800 students and draw from a much larger geographical area. Furthermore, the County has seen the introduction of public magnet schools, charter schools and private schools, which draw from a countywide student base.

In addition to the changes in school districts, the nature of private schools has also changed. In prior years, private schools were rare and generally resembled public school campuses, or were housed in larger religious facilities. Local examples of this are North Florida Christian School, Maclay School, and Trinity Catholic School. Additionally, funding options, such as the MacKay Scholarship and other programs, have made private schools more feasible.

Charter schools, which are a relatively new type of public school, have become more popular in recent years. These schools are privately run, but are financed with public money; therefore, their operating plan is approved by the local school board. Countywide, there have been seven charter schools approved since 2003. The population of these schools ranged from 68 to 540 students during the 2012-2013 school year. As a result, these schools are significant public facilities and the proper siting of these schools is a community concern.

The public school siting policies and processes are laid out in the Public Schools Facilities Element of the Comprehensive Plan (Attachment #1). These policies are implemented by an interlocal agreement between Leon County, the City of Tallahassee, and Leon County Schools (Attachment #2). This agreement provides a databased and collaborative process that includes public participation and ensuring adequate population growth to determine the most appropriate location for public schools. Additionally, school siting is based on attendance zones and ensuring adequate student enrollment to support the new or expanded facilities.

Charter schools, however, derive their enrollment from a countywide base and are not limited to attendance zones. Furthermore, neither the Public Schools Facilities Element nor the interlocal agreement specifically reference charter schools. Therefore, without the interlocal agreement process as a guide, charter and private schools could be sited in any zoning district where elementary and/or secondary schools are identified as permitted uses, provided they meet the applicable development standards noted in the Leon County Land Development Code (LDC). This has the potential to create problems since the zoning districts do not address a number of the issues related to the development of large-scale schools that serve a countywide population.

**Analysis:**

Over the last three years, the County has approved two charter schools: the Governor's Charter Academy (formerly Renaissance Charter School), approved in 2012; and, the Tallahassee School of Math and Science (formerly S.T.A.R.S. Middle School), approved in 2015. Both schools chose to rezone their properties to Planned Unit Development (PUD) to specifically allow development of the respective sites for elementary and middle schools. The Governor's Charter Academy (GCA) site includes a high school as an allowed use within their PUD. The GCA site was previously zoned Residential Preservation (RP), which does allow elementary and secondary schools (middle and high school) as a special exception. However, RP does not provide specific development standards for this type of use, nor are there specific provisions to address buffering, noise, lighting, and traffic circulation. The rezoning of the GCA site to PUD implemented specific provisions addressing these issues.

The Tallahassee School of Math and Science (TSMS) is also within a PUD district. The site was originally zoned M-1 (Light industrial), which did not allow any type of school. The TSMS PUD district allows elementary and middle schools, and implements specific provisions addressing issues of buffering, noise, lighting, and traffic circulation.

Although the PUD rezoning is an option to allow charter schools or private schools on a particular site, there are a number of existing zoning districts that allow schools as a principal use, special exception use, or as a conditional use. A chart identifying the zoning districts and the allowable type of school in each district is provided in Attachment #3. As noted in the zoning chart, elementary, middle, and high schools (or a combination thereof), may be allowed in a number of the zoning districts. The majority of the districts allowing schools are primarily residential zoning districts, with a select few being office or office/residential districts.

As the popularity of private schools and charter schools continues to grow, it is anticipated the County will experience compatibility issues unless additional standards are developed to ensure compatibility with adjacent properties and to ensure the mitigation of certain adverse off-site impacts. In 2013, S.T.A.R.S. Middle School proposed a school on the corner of Altoona Drive (local roadway) and Thomasville Road (arterial roadway). Even though the site had significant challenges related to access and neighborhood compatibility, the LCSB attorney indicated that the interlocal agreement, which contained compatibility and access standards for new public schools, did not apply to charter or private schools. Ultimately, the applicant withdrew their application due to widespread neighborhood concern.

The City of Tallahassee has already encountered certain issues related to the lack of school siting standards for private and/or charter schools. The City approved Heart to Heart Academy in 2014, and is currently reviewing ACTS Academy as well. As a result, the City has been reviewing an Ordinance to amend their Land Development Code to provide further guidance on the locational and development guidelines for private and charter schools in lieu of an interlocal agreement that includes private and charter schools. The City held their first Public Hearing on July 8, 2015, and has scheduled the second and final Public Hearing on the proposed Ordinance on August 26, 2015.

County staff has encountered a rise in interest in the development of private and charter schools over the last four years. Since 2011, staff has received five Permitted Use Verifications (PUV) indicating a desire to establish private/charter K-8 or K-12 schools in Leon County. With a lack of specific locational and development guidelines for private and charter schools, these schools could be located in any of the previously noted zoning districts allowing elementary and/or secondary schools. In addition, under current development standards, larger scale schools could obtain access to local streets that typically provide access to residential neighborhoods, and may not be subject to certain development standards generally associated with school sites and implemented by an interlocal agreement.

Issues to be evaluated for inclusion in a proposed draft Ordinance

1. Residential Impacts. Although schools are typically located near residential centers, establishing a new private or charter school, especially a larger scale school, with access to local streets could have adverse impacts to established neighborhoods and local roadways since these schools typically serve a much larger geographical area.
2. Buffers. Without any specific requirement for buffers, a school could have adverse impacts to surrounding residential property owners due to noise, lights, and other outdoor activities.
3. Infrastructure. Schools typically need urban infrastructure to support the development. Areas outside the USA are typically lacking the appropriate type of infrastructure. Certain guidelines would need to be established to ensure adequate infrastructure to support the development of a school.
4. Existing schools. There are a number of existing schools (public, private and charter) in the County. Some may be located in existing neighborhood districts, in particular, Residential Preservation zoning districts. Specific standards for these existing schools may need to be established in order to ensure the protection of these established neighborhoods, while still allowing flexibility for school expansion and addressing nonconformity issues.
5. Commercial/office districts. As identified in Attachment #3, some office districts and one commercial district allow either elementary or secondary schools. These districts may not be appropriate for schools due to the types of uses allowed in these zoning districts. For example, some uses such as alcohol sales, require a minimum distance between schools and businesses allowing sales of alcohol.

Therefore, based on the issues noted, staff is seeking authorization from the Board to proceed with the development of a proposed ordinance that would include the appropriate locational and development standard guidelines for proposed private and charter schools. As is standard procedure for all proposed LDC changes, prior to requesting public hearings, staff will present the proposed draft ordinance to the Development Support and Environmental Management Citizen's User Group for review and comment. The proposed draft ordinance will also require review and recommendation by the Planning Commission at a Public Hearing.

**Options:**

1. Authorize staff to proceed with the development of a proposed draft School Siting Standards Ordinance.
2. Do not authorize staff to proceed with the development of a proposed draft School Siting Standards Ordinance.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Comprehensive Plan Public School Facilities Element
2. 2006 Tallahassee-Leon County and Leon County Schools Interlocal Agreement
3. Zoning District Chart

**PUBLIC SCHOOL FACILITIES**  
GOALS, OBJECTIVES AND POLICIES

**Goal 1: [PS]** (EFF. 6/6/08)  
**PUBLIC SCHOOL CONCURRENCY**

Recognizing the obligations of Article IX of the Florida Constitution, make available public school facilities consistent with the adopted level of service standard.

**Objective 1.1: [PS]** (EFF. 6/6/08)  
**LEVEL OF SERVICE**

Ensure that school capacity is sufficient to support student growth at the adopted level of service standard in the five-year planning period, is financially feasible by the end of the five-year planning period, and is sufficient through the long term planning period.

**Policy 1.1.1: [PS]** (EFF. 6/6/08)  
**COORDINATING AND SHARING OF INFORMATION**

The School Board shall annually submit the educational facilities report and plan to the City and the County. The plan will be consistent with the requirements of §1013.35, F.S. Within 45 days of the School Board’s annual workshop, the City and County shall review the plan and send any comments to the School Board, including any objections to adopting the plan into the annual capital improvements update of the comprehensive plan. The educational facilities report and plan will serve as a basis for adoption of annual five-year school capital improvement amendments adding a new fifth year, incorporate an updated financially feasible public schools capital facilities

program, and will be consistent with the five-year district facilities work plan.

**Policy 1.1.2: [PS]** (EFF. 6/6/08)  
**LEVEL OF SERVICE STRUCTURE**

All new residential development shall be reviewed to ensure that adequate school capacity will exist within three years after the issuance of a final site and development plan approval for the residential development, in order to support the additional student growth at the adopted level of service.

**Policy 1.1.3: [PS]** (EFF. 6/6/08)  
**SCHOOL CONCURRENCY AREAS**

The School Concurrency Service Areas shall be coterminous with the school attendance zones for each school, as adjusted by the School Board.

**Policy 1.1.4: [PS]** (EFF. 6/6/08)  
**ENSURING SCHOOL CAPACITY**

School concurrency shall be applied on a less than district-wide basis through the attendance zones for each school. Development may proceed if the level of service standard is exceeded for a project, but capacity exists in one or more contiguous school attendance zones provided that transportation restrictions do not exist.

**Policy 1.1.5: [PS]** (EFF. 6/6/08)  
**ADJUSTING SCHOOL CONCURRENCY AREAS**

The School Board will optimize use of student capacity at each school to the greatest extent practicable, based on the adopted level of service and the total number of permanent student stations available according to the FISH inventory, taking into account special considerations such as core capacity, special programs, transportation costs, geographic impediments, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high). The School Board may adjust the school attendance zones as needed to comply with state and federal mandates and other programs and to maximize capacity utilization. The adjustment of school concurrency service areas will follow the School Board's changes to school attendance zones and the process established in the Public School Concurrency and Facilities Planning Interlocal Agreement.

**Policy 1.1.6: [PS]** (EFF. 6/6/08)  
**LEVELS OF SERVICE**

The level of service established for Elementary schools is 100% of Florida Inventory of School Houses (FISH) capacity.

The level of service established for Middle schools is 100% of Florida Inventory of School Houses (FISH) capacity.

The level of service established for High schools is 100% of Florida Inventory of School Houses (FISH) capacity.

**Policy 1.1.7: [PS]** (EFF. 6/6/08)  
**MAINTENANCE OF LEVEL OF SERVICE**

The School Board will annually compare the number of projected students, calculated based on approved site and development plan applications submitted by the City and County, to available capacity within each school concurrency service area over the five-year period.

**Policy 1.1.8: [PS]** (EFF. 6/6/08)  
**CHANGES TO LEVEL OF SERVICE STANDARDS**

Proposed changes to the level of service for each school type will be administered through the processes detailed in the Public School Concurrency and Facility Planning Interlocal Agreement.

**Objective 1.2: [PS]** (EFF. 6/6/08)  
**CAPITAL IMPROVEMENTS & CORRECTION OF DEFICIENCIES**

To ensure that existing deficiencies and future needs are addressed, provide mitigation alternatives that are financially feasible by the end of the five-year planning period in order to achieve and maintain the adopted level of service standard, and include those projects in the five-year schedule of capital improvements.

**Policy 1.2.1: [PS]** (EFF. 6/6/08)  
**DISTRICT EDUCATIONAL FACILITIES REPORT AND PLAN**

The School District's annual education facilities report and plan will contain the School Board's capital improvement plan, including a financially feasible plan for acquisition, expansion, and construction of facilities with funding for the five-year

planning period, and the educational facilities representing the district's unmet need. This plan will address identified needs and how level of service will be maintained.

**Policy 1.2.2: [PS]** (EFF. 6/6/08)  
**COLLOCATION**

Collocation and shared use opportunities will be considered by the City and the County when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities.

**Policy 1.2.3: [PS]** (EFF. 6/6/08)  
**SCHOOL BOARD DIRECTION TO ENSURE SUFFICIENT CAPACITY**

If adequate capacity is not available or planned to serve the proposed development at the time of review, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer may collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, required facility improvements, etc.

**Policy 1.2.4: [PS]** (EFF. 6/6/08)  
**COORDINATION WITH COMMUNITY DEVELOPMENT PLANS**

In formulating community development plans and programs, the City and the County will consider giving priority to capital improvements that are coordinated with, and meet the capital needs identified in, the School Board's school facilities plan.

**Policy 1.2.5: [PS]** (EFF. 6/6/08)  
**MITIGATION OPTION**

If there is not adequate capacity within the schools impacted by a proposed residential site and development plan, the School Board shall consider proportionate fair-share mitigation options, and if acceptable, will enter into a binding agreement with the developer and the City or County, as applicable, to mitigate the impacts from the development through the creation of additional school capacity.

**Policy 1.2.6: [PS]** (EFF. 6/6/08)  
**BASIS OF MITIGATION**

When the student impacts from a proposed residential development would cause the adopted level of service to fail, the developer's proportionate fair-share mitigation for the development will be based upon the number of additional student stations necessary to meet the established level of service. The amount to be paid by the developer will be calculated utilizing the cost per student station allocations for elementary, middle, and high school, as published by the Department of Education (DOE), and adjusted by the School Board to reflect local conditions, such as land and infrastructure costs.

**Policy 1.2.7: [PS]** (EFF. 6/6/08)  
**MITIGATION FORMULA**

The following methodology shall be used to calculate the developer's proportionate fair-share mitigation amount:

Proportionate Share = (Development Students – Available Capacity) x Total Cost per Student Station

Where:

Development Students =  
Students generated by the proposed development that are assigned to the particular school

Available Capacity =  
FISH Capacity – (actual enrollment + vested)

Total Cost =  
the cost per student station as determined and published by the DOE, adjusted by the School Board to account for land costs and infrastructure costs, as determined and published annually in the School District’s Five-Year Capital Facilities Plan

school facilities; contribution of District-owned portable school facilities meeting SREF standards (only in cases where capacity is available in the core facilities of the school); construction of a charter school meeting SREF standards if the mitigation agreement requires the ownership of the charter school to revert to the District upon closure of the facility; and developer-established mitigation banks, including both construction of schools and acquisition of land.

**Policy 1.2.8: [PS]** (EFF. 6/6/08)  
**MITIGATION AGREEMENT**

The applicant will negotiate an acceptable mitigation option with the School Board prior to approval of the development order, and the mitigation option shall be clarified in a binding development agreement submitted to the County or City, as applicable, for approval.

**Policy 1.2.9: [PS]** (EFF. 6/6/08)  
**ACCEPTABLE FORMS OF MITIGATION**

The following mitigation options will be acceptable to the City, County, and School Board, as negotiated by the School Board on a case-by-case basis: payment for land acquisition; contribution of land; construction of new, or expansion of existing, public

**Goal 2: [PS]** (EFF. 6/6/08)  
**SCHOOL FACILITY SITING**

Maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding public school siting and collocation with other public facilities, supporting the development of public education facilities concurrent with residential development and other services.

**Objective 2.1: [PS]** (EFF. 6/6/08)  
**SCHOOL FACILITY SITING PROCESS**

To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.

**Policy 2.1.1: [PS]** (EFF. 6/6/08)  
**INITIATING SCHOOL SITING PROCESS**

The School Board will submit potential sites for new schools and proposals for significant renovation, significant expansion, and closure of existing schools to the staff Work Group created by the Public School Concurrency and Facility Planning Interlocal Agreement.

**Policy 2.1.2: [PS]** (EFF. 6/6/08)  
**PARTICIPATION IN SCHOOL SITING**

When the Superintendent/School Board identifies the need for a new school, or significant expansion of an existing school, requiring the purchase or lease of land, the school district staff

will provide to the staff Work Group information pertaining to the type of proposed school or facility, or expansion thereof, acreage required, geographic boundaries of the area of need, and a listing of activities to occur on the site.

**Policy 2.1.3: [PS]** (EFF. 6/6/08)  
**EVALUATION BY WORK GROUP**

The staff Work Group, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the Comprehensive Plan and the Public School Concurrency and Facility Planning Interlocal Agreement.

**Policy 2.1.4: [PS]** (EFF. 6/6/08)  
**CONSISTENCY REVIEW**

At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the significant renovation or expansion of an existing school, the School Board shall provide written notice to the Planning Department. Upon receipt of the notice, the Planning Department shall notify the School Board within forty-five (45) days if the proposed new school site(s) or the proposed significant renovation or expansion of an existing school is consistent with the land use categories and policies of the Comprehensive Plan.

**Policy 2.1.5: [PS]** (EFF. 6/6/08)  
**SITE PLAN REVIEW**

At least ninety (90) days prior to commencing construction, the School Board shall submit a site design/development plan to either the City or County Growth Management Department, as applicable. Within forty-five (45) days after receiving the submittal, the City or County Growth Management Department will certify, in writing, whether the proposal is consistent with any applicable provisions of the land development code.

**Policy 2.1.6: [PS]** (EFF. 6/6/08)  
**POTENTIAL CLOSURE DETERMINATION**

Upon receipt of notice of a potential school closure, the Work Group, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, will issue a report to the Coordinating Committee summarizing the School Board’s determination of the need for the closure and the impact on adjacent school concurrency service.

**Objective 2.2: [PS]** (EFF. 6/6/08)  
**COLLOCATION WITH OTHER PUBLIC FACILITIES**

Coordinate location of public school facilities relative to the location of other public facilities.

**Policy 2.2.1: [PS]** (EFF. 6/6/08)  
**COLLOCATION AND SHARED USE**

Collocation and shared use of facilities are important to the School Board, the City of Tallahassee, and Leon County. The School Board will look for opportunities to collocate and share

use of school facilities and civic facilities when preparing the Educational School Plant Survey. Opportunities for collocation and shared use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. Where applicable, collocation and shared use of school and governmental facilities for health care and social services will be considered.

**Policy 2.2.2: [PS]** (EFF. 6/6/08)  
**AGREEMENTS FOR COLLOCATION AND SHARED USE**

A separate agreement will be developed for each instance of collocation and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

**Goal 3: [PS]** (EFF. 6/6/08)  
**COORDINATION OF SCHOOL FACILITY DEVELOPMENT**

Maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding intergovernmental coordination and coordination of population projections, supporting the development of public education facilities concurrent with residential development and other services.

**Objective 3.1: [PS]** (EFF. 6/6/08)  
**INTERGOVERNMENTAL COORDINATION**

To establish and maintain a cooperative relationship between the School District, City of Tallahassee, and Leon County in coordinating land use planning with development of public school facilities proximate to existing or proposed residential areas and are complementary with other public facilities.

**Policy 3.1.1: [PS]** (EFF. 6/6/08)  
**JOINT MEETINGS**

The City Commission, the County Commission, and the School Board will meet at least once every year in a joint workshop session. The joint workshop session will provide the opportunity for the City, the County, and the School Board to set direction, discuss issues and reach understandings regarding issues of mutual concern such as coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.

**Policy 3.1.2: [PS]** (EFF. 6/6/08)  
**COORDINATING COMMITTEE**

The City, County, and School Board will appoint a Coordinating Committee, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, for oversight of the school concurrency program and the joint planning efforts of the parties. The Coordinating Committee will meet twice per year, synchronizing with the amendment cycles to the Comprehensive Plan.

**Policy 3.1.3: [PS]** (EFF. 6/6/08)  
**WORK GROUP**

The staff Work Group, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, will formulate recommendations to the Coordinating Committee.

**Policy 3.1.4: [PS]** (EFF. 6/6/08)  
**WORK GROUP PURPOSE**

The Work Group shall formulate recommendations to the Coordinating Committee regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development and redevelopment trends and plans, transportation, school needs, collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Work Group shall also make recommendations to the Coordinating Committee on amendments to the Comprehensive Plan.

**Policy 3.1.5: [PS]** (EFF. 6/6/08)  
**WORK GROUP MEETINGS**

The Work Group will meet at least once per year regarding implementation of school concurrency, including adopted levels-of-service, school concurrency service areas, and preparation of the school district’s 5-year facilities work program and any suggested revisions to these components of school concurrency.

**Policy 3.1.6: [PS]** (EFF. 6/6/08)  
**EDUCATIONAL PLANT SURVEY**

The Work Group will assist the School Board in an advisory capacity in the preparation of the update to its Educational Plant Survey. The survey shall be consistent with the requirements of §1013.31, F.S., and include an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan.

**Policy 3.1.7: [PS]** (EFF. 6/6/08)  
**CONSISTENCY WITH COMPREHENSIVE PLAN**

The Work Group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the Public School Concurrency and Facility Planning Interlocal Agreement and the Comprehensive Plan. The work group will also ensure compatibility of school sites and surrounding land uses.

**Policy 3.1.8: [PS]** (EFF. 6/6/08)  
**COORDINATION FOR EMERGENCY MANAGEMENT**

A joint committee made up of School Board members and/or district staff with appropriate Tallahassee Police Department, Leon County Sheriff Department, Tallahassee Fire Department, Juvenile Justice, other law enforcement officials, and community representatives shall be established to review the issues of emergency preparedness and school safety. This committee will have authority to make specific recommendations to the School Board, City or County Commissions, or other governmental agencies to enhance emergency preparedness and safety in and around district school facilities.

**Policy 3.1.9: [PS]** (EFF. 6/6/08)  
**AVAILABILITY OF SCHOOL FACILITIES**

School Board facilities shall be made available at no charge to the City and County, when scheduling and school utilization permit, for public meetings related to land use, transportation planning, community improvement, and other related topics. The City and County shall make available at no charge to the School Board, maps, GIS and other data related to school sites, attendance zones, and land use.

**Policy 3.1.10: [PS]** (EFF. 6/6/08)  
**JOINT DETERMINATION ON TIMING OF IMPROVEMENTS**

In conjunction with the local government review of a proposed new school site or the significant renovation or expansion of an existing school, the School Board and the affected local government will jointly determine the need for timing of onsite and off-site improvements necessary to support each school or

renovation or expansion thereof, and will enter into a written Agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

**Policy 3.1.11: [PS]** (EFF. 6/6/08)  
**SCHOOL BOARD PARTICIPATION IN SITE PLANNING**

The Public School Concurrency and Facility Planning Interlocal Agreement requires the application of school concurrency at site plan and development approval, and therefore requires that the School Board participate in the review of all proposed site and development plans for new residential construction.

**Policy 3.1.12: [PS]** (EFF. 6/6/08)  
**SCHOOL IMPACT ANALYSIS PROCESS**

The City and County will amend their land development regulations to require an applicant for a residential site and development plan to complete a School Impact Analysis Form for submittal with their application. The School Impact Analysis Form will require information concerning the location of the project; the number, type and size of dwelling units proposed; and the school concurrency service area in which the project is located.

**Policy 3.1.13: [PS]** (EFF. 6/6/08)  
**SCHOOL BOARD PARTICIPATION IN COMPREHENSIVE PLAN AMENDMENT**

The Tallahassee/Leon County Planning Department (TLCPD) will amend its Comprehensive Plan application process to require an applicant for a residential Comprehensive Plan

Amendment to complete a School Impact Analysis Form for submittal with their application. The School Impact Analysis Form will require information concerning the location of the project; the total number dwelling units permitted in the Future Land Use Map category; and the school concurrency service area in which the project is located.

**Policy 3.1.14: [PS]** (EFF. 6/6/08)  
**REVIEW OF SCHOOL IMPACT ANALYSIS BY SCHOOL BOARD**

The City or County will transmit the School Impact Analysis Form for a residential site and development plan to a designated employee of the School Board for review at the same time the application is submitted to all departments for review. The TLCPD will provide the School Impact Analysis Form to a Comprehensive Plan Amendment applicant for review by a designated employee of the School Board for a determination of Level of Service impact created by the proposed Comprehensive Plan Amendment.

**Policy 3.1.15: [PS]** (EFF. 6/6/08)  
**SCHOOL BOARD MEMBER ON DRC**

The City will amend its Land Development Regulations to require a member appointed by the School Board serve on the Development Review Committee.

**Objective 3.2: [PS]** (EFF. 6/6/08)  
**POPULATION PROJECTIONS**

To establish a joint process of coordination and collaboration between the School District, the City of Tallahassee, and Leon

County in the planning and decision-making on population projections.

***Policy 3.2.1: [PS]***

(EFF. 6/6/08)

**ENROLLMENT AND POPULATION PROJECTIONS**

The City, the County, and the School Board agree to coordinate their plans upon the same projections of the amount, type, and distribution of population growth and student enrollment. The City, the County and the School Board agree to utilize the mid-range population projections published by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

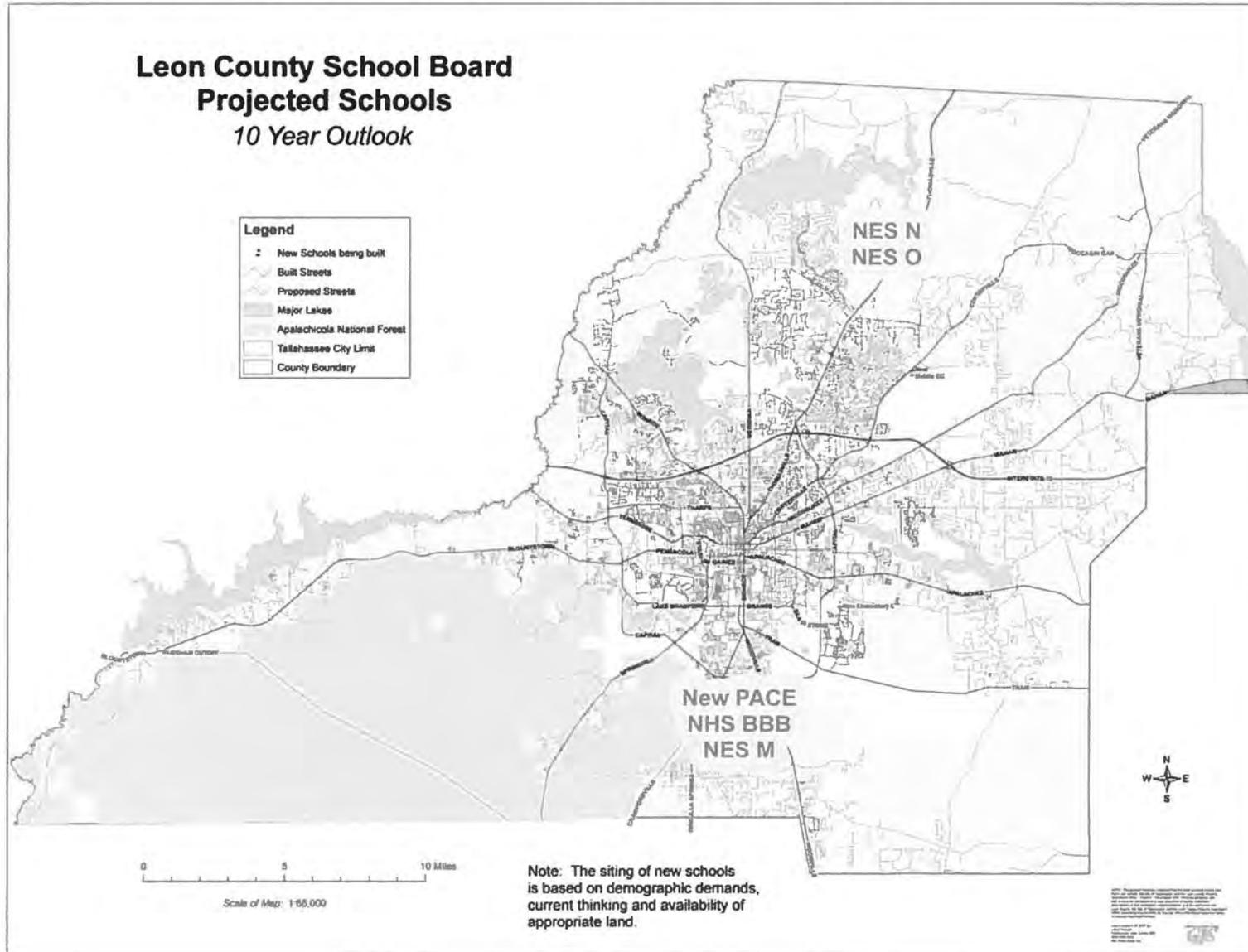
***Policy 3.2.2: [PS]***

(EFF. 6/6/08)

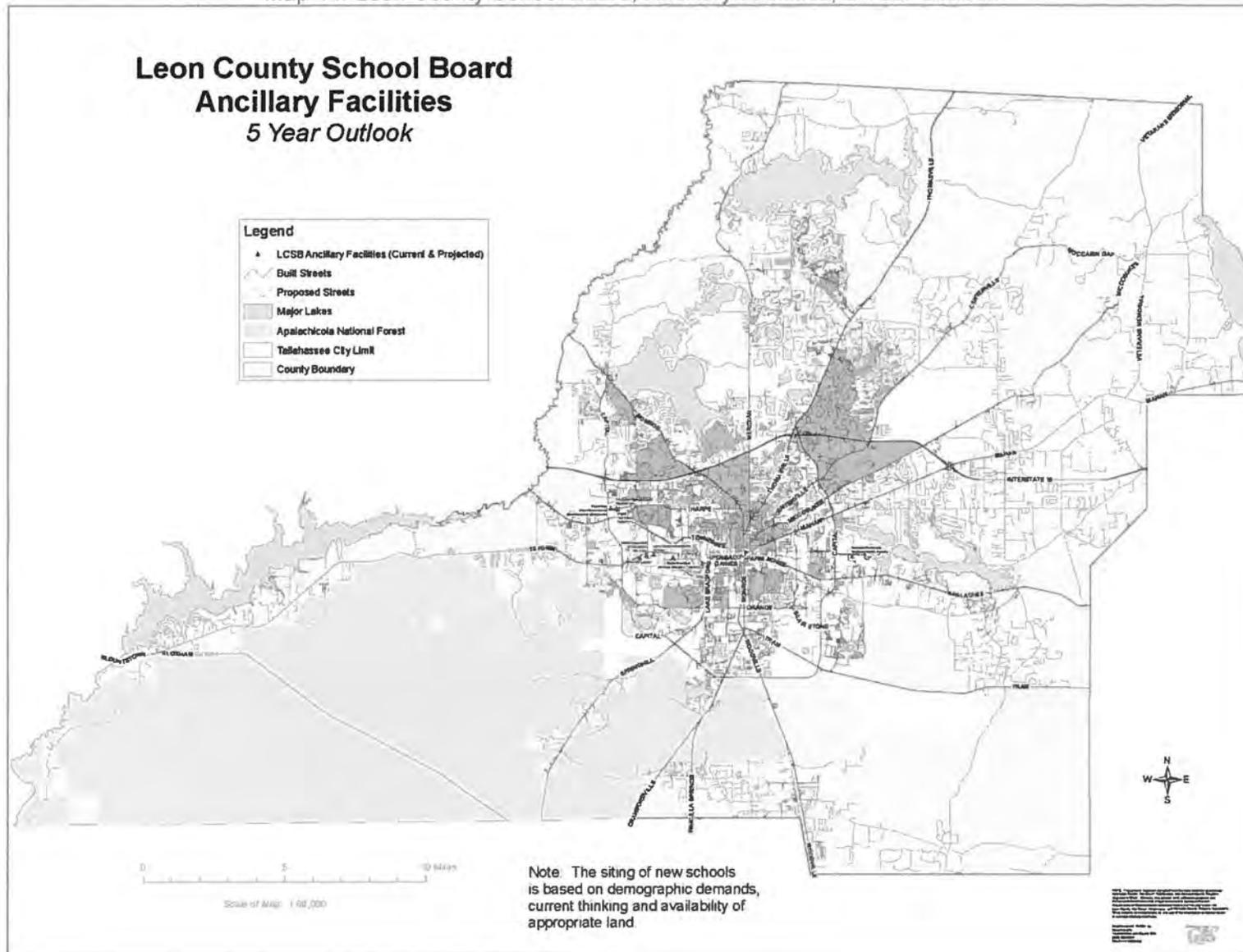
**RECONCILING PROJECTIONS**

The School Board shall also utilize the Department of Education (DOE) five-year countywide student enrollment projections. The School Board may request that the DOE projections be adjusted to reflect BEBR projections, and actual enrollment and development trends not anticipated by the DOE projections. In formulating such a request, the School Board will coordinate with the City and County regarding future population projections and growth.

Map 43: Leon County School Board, Projected Schools, 10 Year Outlook



Map 44: Leon County School Board, Ancillary Facilities, 5 Year Outlook



**INTERLOCAL AGREEMENT FOR TALLAHASSEE-LEON COUNTY AND LEON  
COUNTY SCHOOLS PUBLIC SCHOOL CONCURRENCY AND FACILITY  
PLANNING**

This Agreement is entered into between the City of Tallahassee, Florida (hereinafter referred to as "City"), Leon County, Florida (hereinafter referred to as "County") and the School Board of Leon County (hereinafter referred to as "School Board").

**WHEREAS**, the City, County and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children of Leon County; and

**WHEREAS**, the City, County and School Board recognize the benefits that will flow to the citizens and students of their community by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by the placement of schools to take advantage of existing and planned roads, water, sewer, parks and drainage systems, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

**WHEREAS**, Section 1013.33, Florida Statutes (F.S.), requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate governing body; and

**WHEREAS**, Sections 163.3177(6)(h)1 and 2, F. S., requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school board, and describe the processes for collaborative planning and decision making on population projections and public school siting; and

**WHEREAS**, Section 163.3177(6)(h)4, F.S., requires each local government to execute an interlocal agreement with the district school board, the county, and non-exempt municipalities within the county to implement the requirements of Section 163.31777, F.S.; and

**WHEREAS**, Section 163.31777, F.S., requires the interlocal agreement to include consistent population projections, sharing of information on existing and planned educational facilities, participation of each party in the planning of facilities and selection of school sites, procedures for determination of need and timing of onsite and offsite improvements to support new schools, procedures for the school district to inform local governments of the impact of comprehensive plan amendments on school capacity, participation by the local governments in preparation of the school district's 5-year facilities work plan and educational plant survey, a dispute resolution procedure, and an oversight process which includes an opportunity for public participation; and

**WHEREAS**, Section 163.3180(13)(g), F.S., requires the interlocal agreement to establish (1) mechanisms for coordinating development, adoption, and amendment of the local government's public school facilities element and the plans of the school district to ensure uniform district-wide school concurrency; (2) procedures for the development of siting criteria which encourages location of public schools in proximity to urban residential development and seeks co-location of schools with other public facilities; (3) uniform, district-wide level-of-service standards for public schools of the same type and a process for modifying those levels-of-service; (4) procedures for preparation, amendment, and joint approval of a financially-feasible local government public school capital facilities program; (5) the geographic application of school concurrency, or "concurrency service areas"; (6) a uniform district-wide procedure for implementing school concurrency; and (7) a process and uniform methodology for determining proportionate-share mitigation by development applicants; and

**WHEREAS**, the City, the County and the School Board enter into this Agreement in fulfillment of the above-stated statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

**WHEREAS**, the City, the County and the School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interest of the citizens of Leon County; and

**WHEREAS**, the City has jurisdiction for land use and growth management decisions within its boundary and the County has similar jurisdiction for land use and growth management decisions within its unincorporated boundary, and

**WHEREAS**, the School Board has the responsibility to provide school facilities to insure a free and adequate public education to the residents of Leon County, and

**WHEREAS**, the City, the County and the School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to insure that adequate public school facilities are available for the residents of Leon County, and

**WHEREAS**, the parties are required to enter into this Agreement pursuant to Section 163.3177(6)(h)4, F.S. and Section 1013.33, F.S.

**NOW THEREFORE**, be it mutually agreed between the Tallahassee City Commission, the Leon County Commission and the Leon County School Board that the following procedures will be utilized to implement school concurrency and better coordinate public school facilities planning and land use planning:

#### **SECTION 1. JOINT MEETINGS.**

1.1 School Planning and Concurrency Work Group. There is hereby created a work group consisting of staff from the Tallahassee-Leon County Planning Department (TLCPD), City and County Growth Management Departments, and School Board. The School Planning and Concurrency Work Group (the "Work Group") will meet at least once per year, to discuss and formulate recommendations to the Coordinating Committee created in Section 1.3 of this Agreement regarding implementation of school concurrency, including adopted levels-of-service, school concurrency service areas, and preparation of the school district's 5-year facilities work program and any suggested revisions to these components of school concurrency. The Work Group shall also discuss and formulate recommendations to the Coordinating Committee regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development and redevelopment trends and plans, transportation, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Work Group shall also discuss and make recommendations to the Coordinating Committee on amendments to the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element of the Tallahassee-Leon County 2010 Comprehensive Plan, and successor documents. The TLCPD Director, or designee, will be responsible for making meeting arrangements and providing notification.

1.2 Workshops. The City Commission, the County Commission, and the School Board will meet at least once every year in a joint workshop session. The joint

workshop session will provide the opportunity for the City, the County, and the School Board to set direction, discuss issues and reach understandings regarding issues of mutual concern such as coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The TLCPD Director, or designee, will be responsible for making meeting arrangements and providing notification.

1.3 Coordinating Committee. The City, County, and School Board will appoint a Coordinating Committee for oversight of the School Concurrency Program established herein and the joint planning efforts of the parties. One member each from the City Commission, Board of County Commissioners, and the School Board will be appointed to serve on the Coordinating Committee. In addition, the City, County and School Board will each appoint one citizen member to serve on the Coordinating Committee.

- 1.3.1 The term for each member of the Coordinating Committee will be four (4) years, except for the first cycle, in which the City appointee's term will expire after two (2) years, and the County appointee's term will expire after three (3) years. If a Commissioner or Board member leaves their respective governing board, a replacement shall be designated to serve out the remainder of the term of the departing member.
- 1.3.2 The Coordinating Committee will meet twice per year, coordinating with the amendment cycles to the Tallahassee-Leon County 2010 Comprehensive Plan, or more often as needed, to address the following issues:
  - 1.3.2.1 Evaluation and any suggested changes to the process for sharing information on planned school facilities and the City and County participation in the School District's Five-Year Capital Facilities Plan;
  - 1.3.2.2 Changes to the Level of Service standards adopted for each school type in the School District;
  - 1.3.2.3 Changes to the School Concurrency Service areas, as recommended by the School Board;
  - 1.3.2.4 Monitoring of the school concurrency management system;
  - 1.3.2.5 Changes to this Interlocal Agreement;
  - 1.3.2.6 Amendments to the Capital Improvements Element, Public School Facilities Element, or Interlocal

Coordination Elements of the Tallahassee-Leon County  
2010 Comprehensive Plan;

1.3.2.7 Effectiveness of School Concurrency Implementation;  
and

1.3.2.8 Staffing and research needs.

1.3.3 The Coordinating Committee will issue a report with recommendations to the City Commission, County Commission and School Board within sixty (60) days of each meeting.

## **SECTION 2. STUDENT ENROLLMENT AND POPULATION PROJECTIONS.**

2.1 In fulfillment of their respective planning duties, the City, the County, and the School Board agree to coordinate their plans upon the same projections of the amount, type, and distribution of population growth and student enrollment. The City, the County and the School Board agree to utilize the mid-range population projections published by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

2.2 The School Board shall also utilize the Department of Education (DOE) five-year county-wide student enrollment projections. The School Board may request that the DOE projections be adjusted to reflect BEBR projections, and actual enrollment and development trends not anticipated by the DOE projections. In formulating such a request, the School Board will coordinate with the City and County regarding future population projections and growth.

2.3 The City, the County, and the School Board will use information on growth and development trends for municipal and unincorporated areas, such as census information on population and housing characteristics, persons-per-household figures, historic and projected growth rates, City and County planning initiatives, and the information described below in Section 8, to better coordinate their respective planning activities and decisions.

## **SECTION 3. COORDINATING AND SHARING OF INFORMATION.**

3.1 District Educational Facilities Report and Plan. By May 15<sup>th</sup> of each year, the School Board shall submit to the City and the County, the educational facilities report and plan. The plan will be consistent with the requirements of Section 1013.35, F.S. The report will contain information detailing existing and projected school

enrollment, an inventory of existing educational facilities, their locations, information on the relocatables in use at each school, and projected space needs. The report will also contain the School Board's capital improvement plan, including a financially-feasible plan for acquisition, expansion and construction of facilities with funding over the next five (5) years, and the educational facilities representing the district's unmet need. The report will provide data for each individual school concerning school capacity based on adopted level of service standards and enrollment of each individual school based on actual counts. The report will show the generalized locations in which new schools will be needed and planned renovations, expansions and closures of existing schools. The report will indicate properties the School Board has already acquired through developer donation and proportionate fair-share payments; properties on which there is a developer obligation to provide land to the School Board as an acceptable mitigation alternative for school concurrency; and properties acquired through other means that are potential school sites. The City and County shall review the plan and send any comments to the School Board, within forty-five (45) days prior to the School Board's annual workshop, including whether the local government has any objections to adopting the plan into the annual update of the CIE of the comprehensive plan. If the local government's objections are not resolved, the matter shall be resolved pursuant to Section 10 of this Agreement.

3.2 Educational Plant Survey. The Work Group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The Work Group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in subsections 4.2, 8.6, 8.7 and 9.1 of this Agreement.

3.3 Student and Transportation Safety. Student and transportation safety shall be a major consideration at all School Board operated facilities and shall be an essential part of operation, renovation, expansion and future development. A joint committee made up of School Board members and/or district staff with appropriate Tallahassee Police Department, Leon County Sheriff Department, Tallahassee Fire Department, Juvenile Justice, other law enforcement officials, and community representatives shall be established to review the issue of school safety. This committee will have authority to make specific recommendations to the School Board, City or

County Commissions, or other governmental agencies to enhance safety in and around district school facilities.

3.4 City and County Public Meetings. School Board facilities shall be made available at no cost to the City and County, when scheduling and school utilization permit, for public meetings related to land use, transportation planning, community improvement and other related topics. The City and County shall make available at no cost to the School Board, maps, GIS and other data related to school sites, attendance zones, and land use.

#### **SECTION 4. SCHOOL SITE SELECTION SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES.**

4.1 The School Board will submit potential sites for new schools and proposals for significant renovation, significant expansion, and closure of existing schools to the Work Group established in Section 1.1, which will review the proposals and make suggested recommendations to the Superintendent and the School Board. For this purpose, the Work Group will meet on an as needed basis on the call of the School Board, in addition to the schedule set forth in Section 1.

4.2 Potential Closures. Upon receipt of notice of a potential school closure, the working group will issue a report to the Coordinating Committee summarizing the School Board's determination of the need for the closure, including whether the determination is based on rezonings or other land use activity, and the impact on adjacent school concurrency service areas and need for amendment to the Capital Improvements Element or Public School Facilities Element of the comprehensive plan. The Coordinating Committee shall meet and decide whether to schedule the closure issue for discussion by the City or County Commission.

4.3 Participation in New Sites, Significant Expansions and Renovations. When the Superintendent/School Board identifies the need for a new school, or significant expansion of an existing school, requiring the purchase or lease of land, the school district staff will provide to the Work Group information pertaining to the type of proposed school or facility, or expansion thereof, acreage required, geographic boundaries of the area of need, and a listing of activities to occur on the site. The Work Group will request from the TLC PD a list of potential sites in the area of need targeted in the Education Plant Survey. The Work Group will review the potential sites and may add to or reduce the list of potential sites. The Work Group will submit to the TLC PD a list of sites for an informal assessment regarding consistency with the comprehensive plan. This assessment or general overview shall address the following:

- (A) environmental features
- (B) transportation and pedestrian access
- (C) availability of infrastructure and services
- (D) safety concerns
- (E) land use compatibility
- (F) special planning areas, such as sector plans, the Southern Strategy Area, planned unit developments, etc.
- (G) community vision
- (H) other pertinent issues such as special programs or student assignment that have a bearing on site suitability

The TLCPD will prepare the assessment(s) from existing data. The Work Group will review the assessments and any other relevant information. The Work Group and the TLCPD will also consider the issues identified in Section 4.2 based on available information as each potential site and each proposed new site or significant expansion is evaluated. Based on the information gathered during this review, the Work Group will make a recommendation to the Superintendent and School Board, of one or more sites in order of preference.

The following issues will be considered by the Work Group, the TLCPD, the Superintendent and School Board when evaluating potential school sites or significant expansion or rebuilding of existing schools:

- (A) The locations of school sites that will provide logical focal points for community activities such as the community facilities itemized in section 9.1 below and serve as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities.
- (B) The location of new schools with dual access points to facilitate vehicular, bicycle, and pedestrian access, and within reasonable walking and/or bicycle distance of primary residential dwelling units served by the schools, as practicable under the student assignment program.
- (C) The location of new elementary and middle schools within the Urban Services Area or designated Rural Communities proximate to residential neighborhoods, and not located adjacent to limited access or major arterial roads, nor shall they have direct access from limited access, arterial or local roads.
- (D) The location of new high schools or adult-vocational schools on the periphery of urban residential neighborhoods, inside the Urban

Services Area and not located adjacent to limited access or major arterial roads, nor shall they have direct access from limited access, major arterial or local roads.

- (E) Compatibility of the school site with present and projected uses of adjacent property.
- (F) Encouraging community redevelopment and revitalization and efficient use of existing infrastructure and discouraging urban sprawl.
- (G) Site acquisition and development cost.
- (H) Safe access to and from the school site by pedestrians and vehicles, to include sidewalks, crosswalks, bike lanes, access road, traffic calming, signage, etc. where necessary.
- (I) Adequate public facilities and services to support the proposed school are available, or will be available, concurrent with the impact of schools.
- (J) Environmental constraints that would preclude development of a public school on the site or cannot be mitigated.
- (K) Adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource.
- (L) The proposed site is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- (M) The proposed location is not in conflict with local government stormwater management plans or watershed management plans.
- (N) Whether the proposed location is within a flood zone, a floodway, special development zone, or Lake Protection future land use district as delineated in the comprehensive plan.
- (O) The proposed site can accommodate the required parking, circulation and queuing of vehicles onsite.
- (P) Whether the proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport, or within the heavy industrial future land use category which does not allow schools.
- (Q) The proposed site can be co-located with other public facilities such as parks, recreational facilities, libraries, and community centers, as set forth in Section 9.0 of this Agreement.

City and County law enforcement and fire department officials shall review all proposed school facility sites and architectural plans for the expansion of current school facilities and the construction of new schools and provide recommendations for safety design or improvements.

4.4 Consistency Review and Site Plan Review. At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the significant renovation or expansion of an existing school, the School Board shall provide written notice to the TLCPD. The TLCPD, upon receipt of the notice, shall notify the School Board within forty-five (45) days if the proposed new school site(s) or the proposed significant renovation or expansion of an existing school is consistent with the land use categories and policies of the comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33, F.S.

At least ninety (90) days prior to commencing construction, the School Board shall submit a site design/development plan to the TLCPD and either the City or County Growth Management Department, as applicable. Within forty-five (45) days after receiving the submittal, the TLCPD shall certify, in writing, whether the proposed educational facility is in compliance with the Comprehensive Plan (as determined by The Planning Commission, if required), and the City or County Growth Management Department will certify, in writing, whether the proposal is consistent with any applicable provisions of the land development code. The site design/development plan shall be reviewed in accordance with the procedures prescribed in the applicable sections of the City or County Land Development Code (Type C development review in the City of Tallahassee, and Type A, B, or C, in Leon County, depending on the square footage and other factors).

4.5 In conjunction with the local government review of a proposed new school site or the significant renovation or expansion of an existing school, the School Board and affected local government will jointly determine the need for timing of on-site and off-site improvements necessary to support each school or renovation or expansion thereof, and will enter into a written Agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

## SECTION 5. SCHOOL CONCURRENCY PROGRAM.

5.1 School Concurrency Program Overview. The school concurrency program requires that Leon County, Tallahassee and the School Board maintain a minimum level of service standard for public schools. The school concurrency program requires that all new residential development be reviewed to ensure that adequate school capacity will exist within three (3) years after the issuance of a final site and development plan approval for the residential development, in order to support the additional student growth at the adopted level of service.

5.2 Commencement. The School Concurrency Program described in this Agreement shall commence on January 8, 2008, or the effective date of the amendments to the Tallahassee-Leon County 2010 Comprehensive Plan required by this Agreement, whichever is earlier.

### 5.3 School Concurrency Service Areas

5.3.1 The School Concurrency Service Areas shall be coterminus with the school attendance zones for each school, as adjusted by the School Board. The current school concurrency service areas are depicted on the map attached hereto as Exhibit A.

5.3.2 The County and City shall include the school concurrency service areas submitted by the School Board as data and analysis to support the adoption of the Public School Facilities Element of the Tallahassee-Leon County 2010 Comprehensive Plan, on or before January 8, 2008.

5.3.3 To ensure that development is coordinated with schools having available capacity, the County, City and School Board agree that school concurrency, when implemented in approximately January, 2008, shall be applied on a less than district-wide basis through the attendance zones for each school.

### 5.4 Modification of School Concurrency Service Areas

5.4.1 The City and County agree that the School Board may adjust the school attendance zones as needed to comply with state and federal mandates and other programs.

5.4.2 The modification of school concurrency service areas will follow the School Board's changes to school attendance zones. Such changes shall be noticed to the Coordinating Committee, as set

forth in Section 1.3 within fifteen (15) days of their effective date. The Coordinating Committee shall recommend incorporation into the Comprehensive Plan.

## 5.5 Levels of Service (LOS)

- 5.5.1 FISH (Florida Inventory of School Houses) is an annual report prepared by the Department of Education's Office of Education Facilities that provides information on the permanent building capacity of the schools in the state. To ensure that the capacity of each school is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period for each school concurrency service area, the City, County, and School Board hereby establish the following Levels of Service for each school type:
  - 5.5.2 Elementary: one hundred percent (100%) of FISH capacity
  - 5.5.3 Middle: one hundred percent (100%) of FISH capacity
  - 5.5.4 High: one hundred percent (100%) of FISH capacity
- 5.5.5 The LOS for each school type will be adopted by the City and County into the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan. The target date for adoption of these amendments is January 8, 2008.
- 5.5.6 In order to ensure achievement of the LOS for each school type, the School Board will annually compare the number of projected students, calculated based on approved site and development plan applications submitted by the City and County, to available capacity within each school concurrency service area over the five-year period, and report such findings to the Work Group and Coordinating Committee.
- 5.5.7 The City, County and School Board agree that amendments to the LOS for each school type will be considered through the Work Group set forth in Section 1.1 of this Agreement, which will make a recommendation to the Coordinating Committee, set forth in Section 1.3.

## **SECTION 6. IMPLEMENTATION OF SCHOOL CONCURRENCY.**

6.1 This Agreement requires school concurrency to be applied at site plan and development approval, and therefore requires that the School Board participate in the review of all proposed site and development plans for new residential construction.

6.2 The City and County will amend their land development regulations to require an applicant for a residential site and development plan to complete a School Impact Analysis Form for submittal with their application.

6.3 The School Impact Analysis Form will require information concerning the location of the project; the number, type and size of dwelling units proposed; and the school concurrency service area in which the project is located.

6.4 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.

6.5 After receipt of the School Impact Analysis Form, the designated School Board employee will issue a written report to the City or County outlining its findings on the following:

- 6.5.1 The number of students generated by the proposed development for the school concurrency service area(s) impacted;
- 6.5.2 Analysis of the available capacity within each school concurrency service area; and
- 6.5.3 Whether proportionate fair-share mitigation is required of the applicant, pursuant to Section 7.0.

The designated School Board employee must issue the report within the review timeframes established in the applicable City or County land development code for other reviewing agencies or departments.

6.6 The School Board will employ one full-time equivalent (FTE) staff member to review School Impact Analysis forms, analyze impacts and make the findings set forth in Section 6.5, and negotiate proportionate fair-share mitigation agreements on behalf of the School Board. Such employee may also be designated to participate on staff committees.

6.7 At the DRC meeting on the application, the City and County will consider the report from the School Board and incorporate into the development order the School Board's findings outlined in 6.5.1 through 6.5.3.

6.8 The City and County may issue development orders contingent upon compliance with conditions of a development agreement executed pursuant to Section 7.1.

6.9 The City will amend its Land Development Regulations to require a member appointed by the School Board serve on the Development Review Committee.

## SECTION 7. PROPORTIONATE FAIR-SHARE MITIGATION.

7.1 In the event that there is not adequate capacity within the schools impacted by a proposed residential site and development plan, the School Board shall consider proportionate fair-share mitigation options, and if acceptable, will enter into a binding agreement with the developer and the City or County, as applicable, to mitigate the impacts from the development through the creation of additional school capacity. The development agreement must address payment and receipt of mitigation fees, or other acceptable forms of mitigation, if option 7.6.1 is exercised by the developer and acceptable to the School Board.

7.2 When the student impacts from a proposed residential development would cause the adopted LOS to fail, the developer's proportionate fair-share mitigation for the development will be based upon the number of additional student stations necessary to meet the established LOS. The amount to be paid by the developer will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as published by the Department of Education (DOE), and adjusted by the School Board to reflect local conditions, such as land and infrastructure costs.

7.3 The following methodology shall be used to calculate the developer's proportionate fair-share mitigation amount:

**Proportionate Share = (Development Students<sup>a</sup> - Available Capacity<sup>b</sup>) x Total Cost<sup>c</sup> Per Student Station**

Where:

<sup>a</sup> Development Students = Students generated by the proposed development that are assigned to the particular school

<sup>b</sup> Available Capacity = FISH Capacity – (actual enrollment + vested)

<sup>c</sup> Total Cost = the cost per student station as determined and published by the DOE, adjusted by the School Board to account for land costs and infrastructure costs, as determined and published annually in the School District's Five-Year Capital Facilities Plan

7.4 The applicant will negotiate an acceptable mitigation option with the School Board prior to approval of the development order, and the mitigation option shall be reduced to writing in the form of a binding development agreement submitted to the County or City, as applicable, for approval.

7.5 The City Growth Management Director, or his or her designee, and the County Administrator, or his or her designee, shall have authority to accept and execute proportionate fair-share mitigation agreements on behalf of the City or County, as applicable. The City and County will amend their Code of Ordinances, if necessary, to grant said authority.

7.6 The following mitigation options will be acceptable to the City, County and School Board, as negotiated by the School Board on a case-by-case basis:

- 7.6.1 Payment for land acquisition
- 7.6.2 Contribution of land
- 7.6.3 Construction of new, or expansion of existing, public school facilities.
- 7.6.4 Contribution of District-owned portable school facilities meeting SREF standards, only in cases where capacity is available in the core facilities of the school.
- 7.6.5 Construction of a charter school meeting SREF standards if the mitigation agreement requires the ownership of the charter school to revert to the District upon closure of the facility.
- 7.6.6 Developer-established mitigation banks, including both construction of schools and acquisition of land

## **SECTION 8. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, AND REZONINGS.**

8.1. The School Board will be afforded full voting membership on the Capital Regional Transportation Planning Authority and Planning Commission, and the Planning Commission acting in its capacity as the local planning agency.

8.2. In accordance with the agenda distribution procedures for the Planning Commission and Capital Regional Transportation Planning Authority, the School Board will receive agendas and support materials from both City and County agencies regarding Comprehensive Planning, Transportation, Growth Management, etc., and will review and comment as appropriate.

8.3. In addition to the information required to be shared with the School Board pursuant to Section 8.2, the City and County will amend their land development regulations to require each applicant for comprehensive plan amendment or rezoning involving a residential development, or proposing a change of zoning or land use adjacent to a residential development, to provide the School Board a completed School

Impact Analysis Form, as set forth in Section 6 of this agreement. The form will require information concerning the location of the proposed comprehensive plan amendment or rezoning, the proposed change in land use or zoning classification, the maximum number of dwelling units authorized by the requested land use or zoning classification, and the school concurrency service area in which the property is located. After review of the School Impact Analysis Form, the designated School Board employee shall issue a written report to the City or County containing the following information:

- 8.3.1 The number of students generated based upon buildout at the maximum density of residential development allowed in the requested land use or zoning category for the school concurrency service area(s) impacted;
- 8.3.2 Analysis of the available capacity within each school concurrency service area impacted; and
- 8.3.3 Analysis of how the proposed land use or rezoning will affect transportation for school facilities or safety for students.

8.4. Based on the adopted Level of Service for the impacted school concurrency service areas, if adequate capacity is not available or planned to serve the proposed development at the time of review, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer may collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, required facility improvements, etc.

8.5. The City and County will consider recommendations of the School Board or School Board staff on the following issues, prior to taking final actions on rezoning requests and comprehensive plan amendments:

- (A) Providing school sites and facilities within planned neighborhoods.
- (B) Insuring the compatibility of land uses and infrastructure adjacent to existing schools and reserved school sites.
- (C) The co-location of parks, recreation and community facilities with school sites.
- (D) The linkage of schools, parks, libraries and other public facilities with bikeways, trails and sidewalks.
- (E) Insuring the development of traffic circulation plans to serve schools and surrounding neighborhood(s).
- (F) Providing offsite signalization, signage, access improvements and sidewalks to serve all schools.

- (G) The inclusion of school bus stops and turnarounds in new developments.
- (H) School Board comments on comprehensive plan amendments and other land use decisions.
- (I) Available school capacity or planned improvements to increase school capacity.

8.6 In formulating community development plans and programs, the City and the County will consider the following issues:

- (A) Targeting community development improvements in older and distressed neighborhoods near schools.
- (B) Giving priority to scheduling City and County programs and capital improvements that are coordinated with, and meet the capital needs identified in, the School Board's school facilities plan.

## **SECTION 9. CO-LOCATION AND SHARED USE.**

9.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the Educational School Plant Survey. Likewise, co-location and shared use opportunities will be considered by local governments when preparing the annual update to their comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location and shared use of school and governmental facilities for health care and social services will be considered.

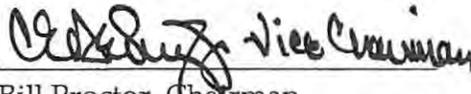
9.2 A separate agreement will be developed for each instance of co-location and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

**SECTION 10. RESOLUTION OF DISPUTES.** If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures in Exhibit B, attached hereto and incorporated herein.

**SECTION 11. AMENDMENT AND TERMINATION OF AGREEMENT.** Any party may elect to withdraw from participation in this Agreement upon official action of its governing body and after thirty (30) days written notice to all other parties to this Agreement.

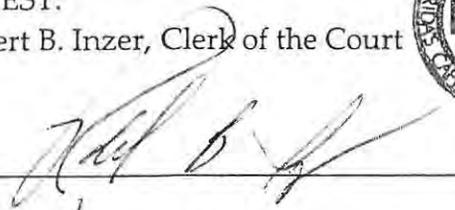
**IN WITNESS WHEREOF,** this Interlocal Agreement has been executed by and on behalf of the City of Tallahassee, Leon County, and the School Board of Leon County on this 1 day of Sept, 2006. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be the agreement between the parties.

LEON COUNTY, FLORIDA

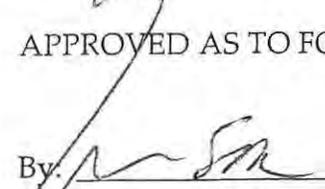
  
Bill Proctor, Chairman

ATTEST:  
Robert B. Inzer, Clerk of the Court

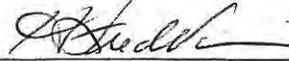


By: 

APPROVED AS TO FORM:

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

LEON COUNTY SCHOOL BOARD



H. Fred Varn, Chairman, School Board  
of Leon County, Florida

ATTEST:

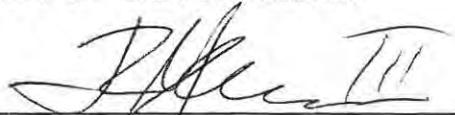
James M. Croteau, PhD, Superintendent

By: 

APPROVED AS TO FORM:

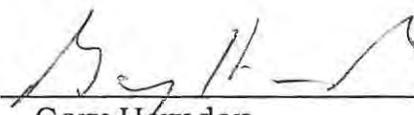
By:     J. Wahlen    8.22.06      
J. Jeffry Wahlen, School Board Attorney

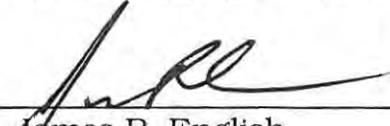
CITY OF TALLAHASSEE

By:   
John R. Marks, III  
Mayor

ATTEST:

APPROVED AS TO FORM

By:   
Gary Herndon  
City Treasurer-Clerk

By:   
James R. English  
City Attorney

APPROVED BY CITY COMMISSION  
August 23 2006

**Interlocal Agreement For Tallahassee-Leon County And Leon County Schools  
Public School Concurrency And Facility Planning**

EXHIBIT A

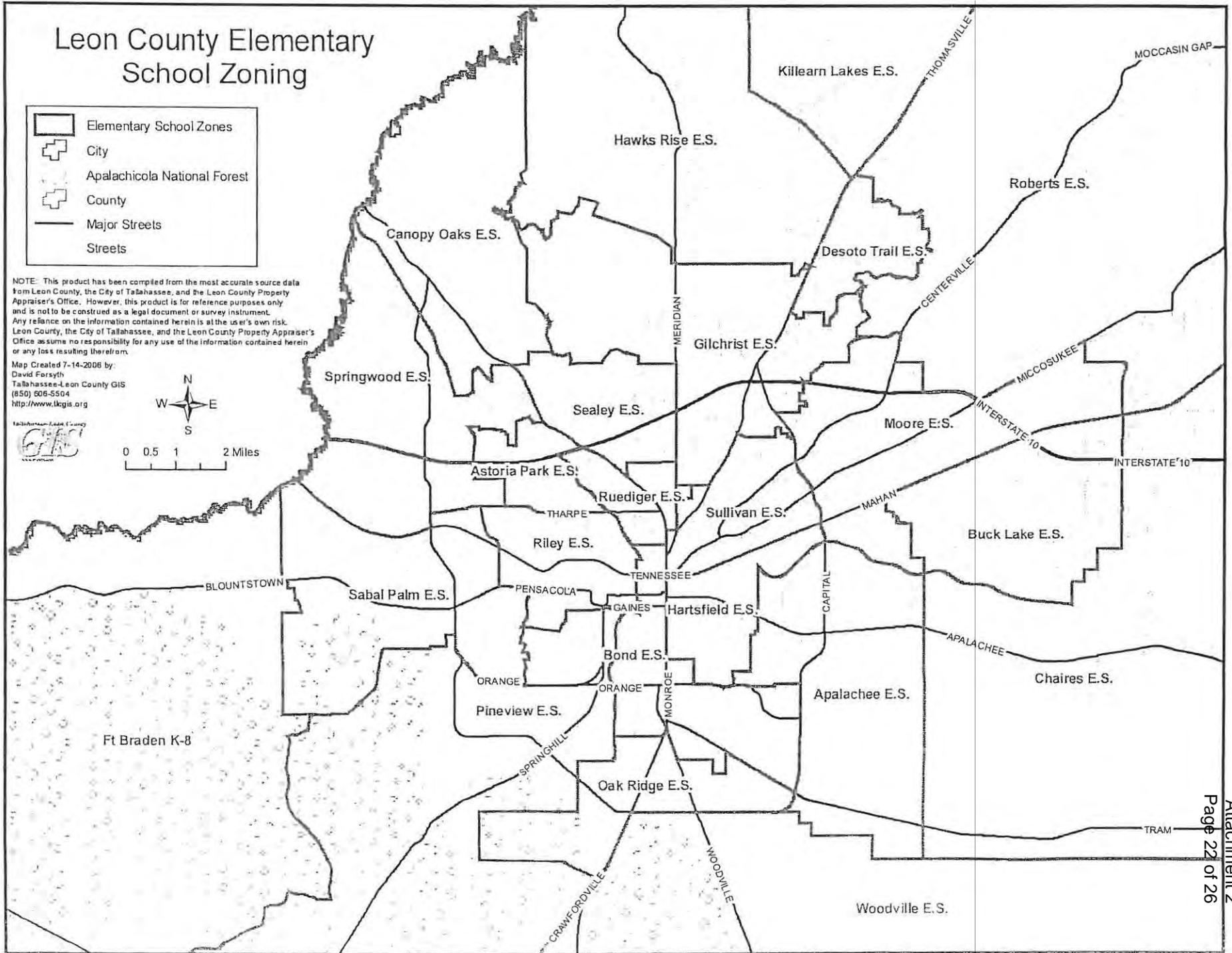
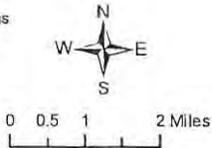
SCHOOL ATTENDANCE ZONES

# Leon County Elementary School Zoning

	Elementary School Zones
	City
	Apalachicola National Forest
	County
	Major Streets
	Streets

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Map Created 7-14-2006 by:  
David Forsyth  
Tallahassee-Leon County GIS  
(850) 508-5504  
<http://www.lcgris.org>



# Leon County Middle School Zoning

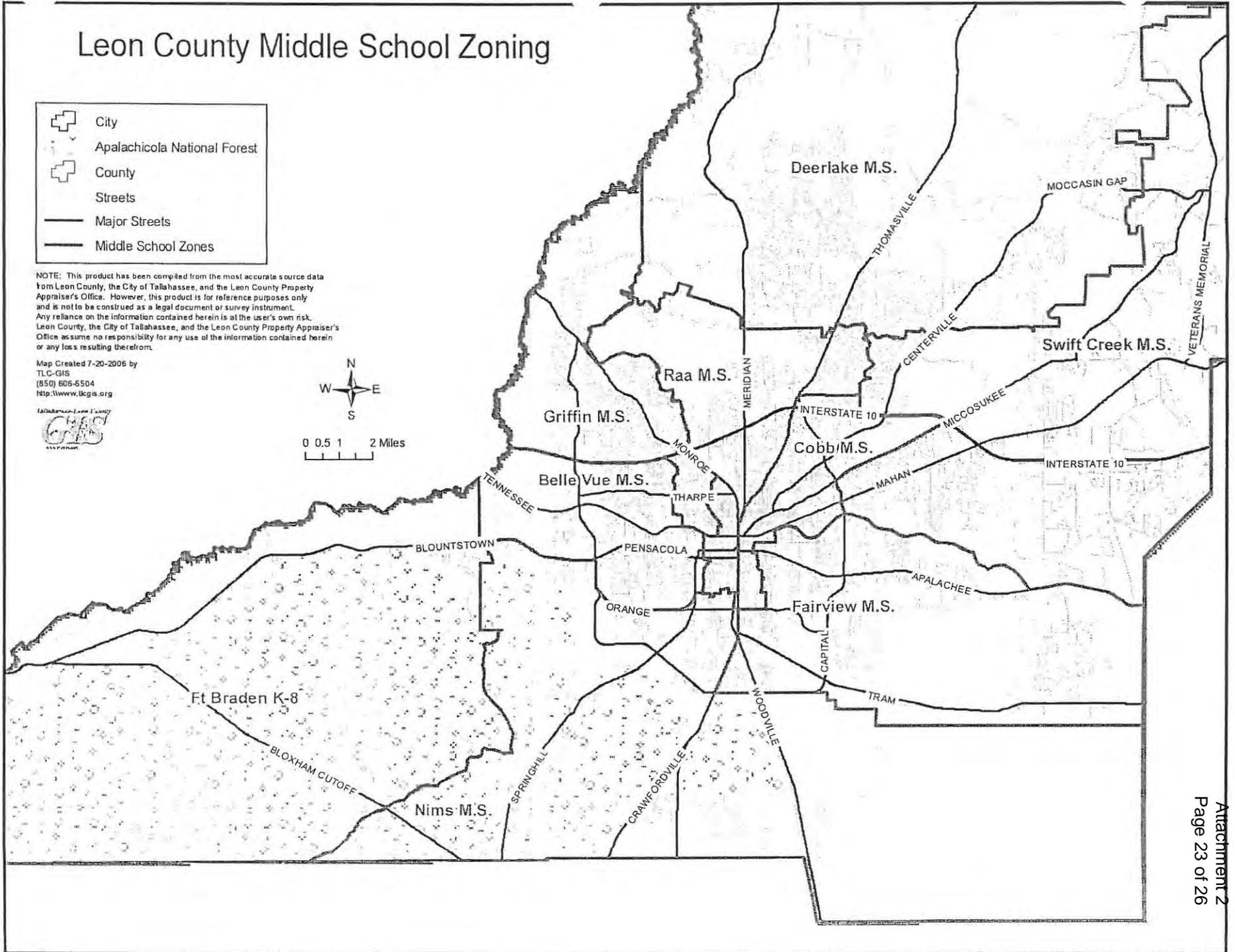
	City
	Apalachicola National Forest
	County
	Streets
	Major Streets
	Middle School Zones

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Map Created 7-20-2006 by  
TLC-GIS  
(850) 606-6504  
http://www.tlcgis.org



0 0.5 1 2 Miles

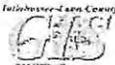


# Leon County High School Zoning

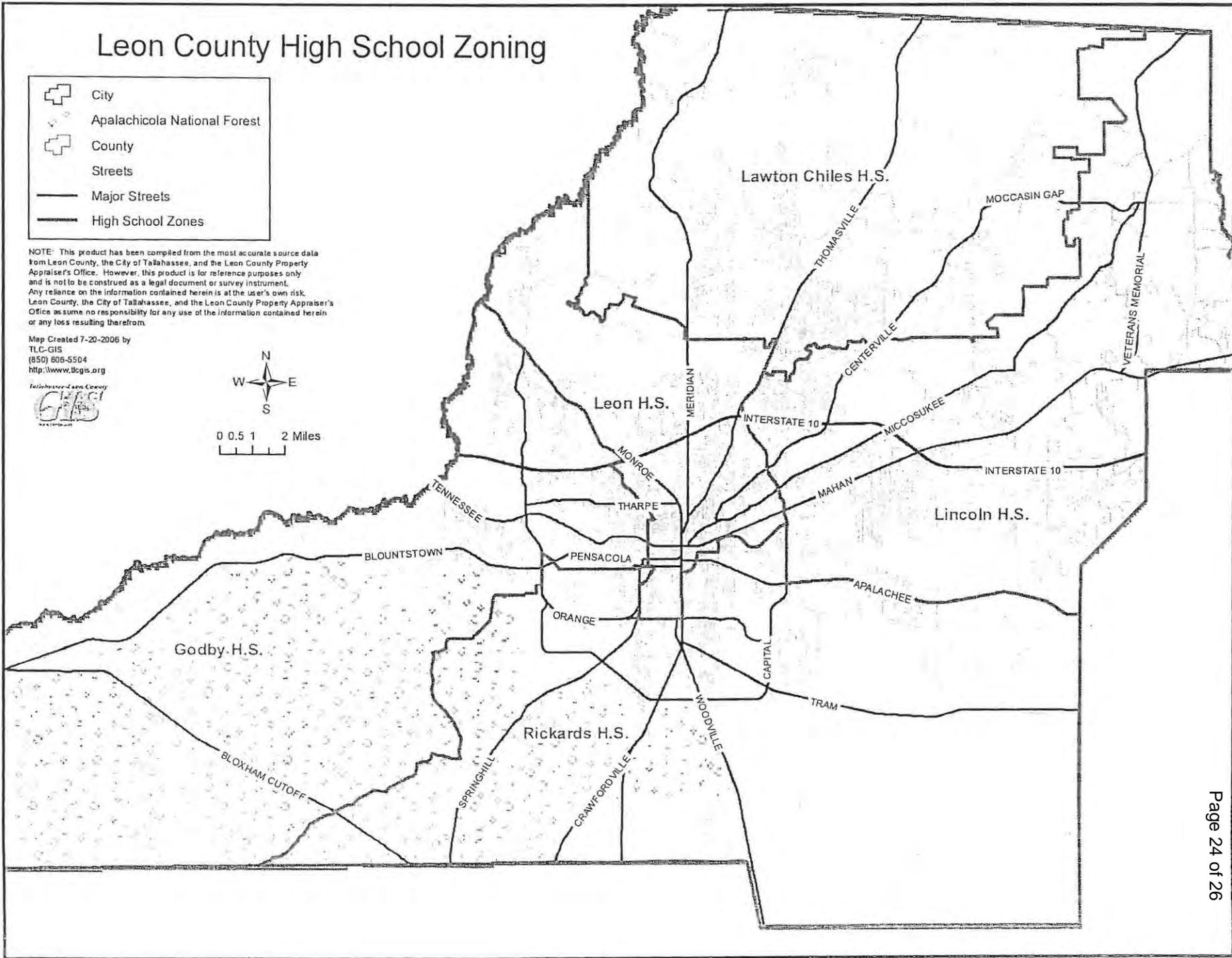
-  City
-  Apalachicola National Forest
-  County
-  Streets
-  Major Streets
-  High School Zones

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Map Created 7-20-2006 by  
 TLC-GIS  
 (850) 806-5504  
<http://www.tlcgis.org>



0 0.5 1 2 Miles



**Interlocal Agreement For Tallahassee-Leon County And Leon County Schools  
Public School Concurrency And Facility Planning**

EXHIBIT B

DISPUTE RESOLUTION PROCEDURE

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.

### Zoning District Chart of Allowable Schools

Zoning District	Elementary	Middle	High School
Rural	Y	Y	Y
Urban Fringe	Y	Y	Y
Urban Activity Center	Y	Y	Y
Rural Community	Y	Y	Y
Lake Protection	Y	Y	N
Lake Protection Node	Y	Y	Y
Residential Preservation	Y	Y	Y
Lake Talquin/Urban Fringe	Y	Y	Y
Industrial	N	N	N
Residential Acre	Y	Y	N
R-1	Y	Y	N *
R-2	Y	Y	N
R-3	Y	Y	N
R-4	Y	Y	N
R-5	Y	Y	N
MH	N	N	N
MR-1	Y	Y	Y
OR-1	Y	Y	N
OR-2	Y	Y	N
OR-3	N	Y	Y
OA-1	N	N	N
C-1	N	N	N
C-2	N	N	Y
CP	N	N	N
UP-1	N	Y	N
UP-2	N	Y	N
M-1	N	N	N
IC	N	N	N
MCN	Y	Y	N
MCR	Y**	Y**	N
NBO	N	N	N
BC-1	N	N	N
BC-2	N	Y	N
BCS	N	N	N
BOR	Y	Y	N
WC	N	N	N

\* Expansion of existing high schools is allowed

\*\* Conditional Use

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #4

September 15, 2015

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

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

**Title:** Approval of a Release, Quitclaim and Termination of Conservation Easement from Joey Charron of Powerhouse Construction of Tallahassee, Inc.

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director of Development Support and Environmental Management John Kraynak, P.E., Environmental Services Director/DSEM
<b>Lead Staff/ Project Team:</b>	Nawfal Ezzagaghi, P.E., Environmental Review Supervisor/DSEM Michael A. Hogan, Senior Stormwater Design Analyst/DSEM

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve the Release, Quitclaim and Termination of Conservation Easement from Powerhouse Construction of Tallahassee, Inc., referenced as easement #6 within The Ridge at Velda Dairy Subdivision (Attachment #1).

## **Report and Discussion**

### **Background:**

This item requests Board approval of a Quitclaim deed to release a 0.052 acre conservation easement, referred to as conservation easement #6, within The Ridge at Velda Dairy Subdivision. Leon County is the grantee of the previously approved conservation easements from the referenced subdivision.

The existing conservation easement was recorded as part of the subdivision process to provide protection of significant slopes. The easement to be abandoned is a small, isolated fragment of a larger cumulative easement and is not located near a wetland or other protected feature (Attachment #2). Easement #6 is located on lot 15 within The Ridge at Velda Dairy Subdivision.

Subsequent to the approval of the subdivision, the slope protection provision in the Land Development Code (LDC) was amended to allow disturbance to isolated slopes that are not protecting sensitive environmental features. The referenced slope area is relatively small, thus protection is not necessary. This abandonment is in accordance with LDC, Section 10-4.327(2)c.1., which states that within the Urban Services Area, a minimum of 50% of significant grades must be left undisturbed if located adjacent to or within 100 feet of wetlands, waterbodies, watercourses, floodplains, floodways, karst features, or special development zones.

### **Analysis:**

Joey Charron of Powerhouse Construction of Tallahassee, Inc., has requested to abandon the existing recorded conservation easement #6 to facilitate the placement of a home with a pool on lot 15. Abandoning the existing easements will require recording of a Quitclaim deed by the County.

The release of the existing conservation easement #6 enables the landowner and all other subsequent landowners to impact the area. The abandonment will enable the homeowner of lot 15 to position a home and pool in a reasonable position on the lot and manage any stormwater runoff from the home site.

### **Options:**

1. Approve the Release, Quitclaim and Termination of Conservation Easement allowing the abandonment of conservation easement #6 within the previously approved The Ridge at Velda Dairy Subdivision (Attachment #1).
2. Do not approve the Release, Quitclaim, and Termination of Conservation Easement, and require the easement to be preserved as is within the previously approved The Ridge at Velda Dairy Subdivision.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Release, Quitclaim, and Termination of Conservation Easement
2. Location Map

This instrument prepared by:  
Herbert W.A. Thiele, Esq.  
Leon County Attorney  
301 S. Monroe Street; Suite 202  
Tallahassee, Florida 32301

**RELEASE, QUITCLAIM, AND TERMINATION OF  
CONSERVATION EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose post office address is 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, party of the first part, and **Powerhouse Construction of Tallahassee, Inc.**, whose mailing address is 2620 Hickory Ridge Road, Tallahassee, FL 32308, as party of the second part.

**WITNESSETH**

**WHEREAS**, said party of the first part wishes to release and quitclaim unto the parties of the second part, and thereby terminate, a portion of that certain conservation easement granted unto it by Conservation Easement recorded at Book 3569, Page 736, Official Records of Leon County, Florida.

**NOW THEREFORE**, said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following described land, situate, lying and being in the County of Leon, State of Florida to wit:

CONSERVATION EASEMENT #6, more particularly described in **EXHIBIT A** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD THE SAME**, together with all and singular appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity, to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns, forever and that portion of the conservation easement shall hereinafter be terminated and of no further effect.

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

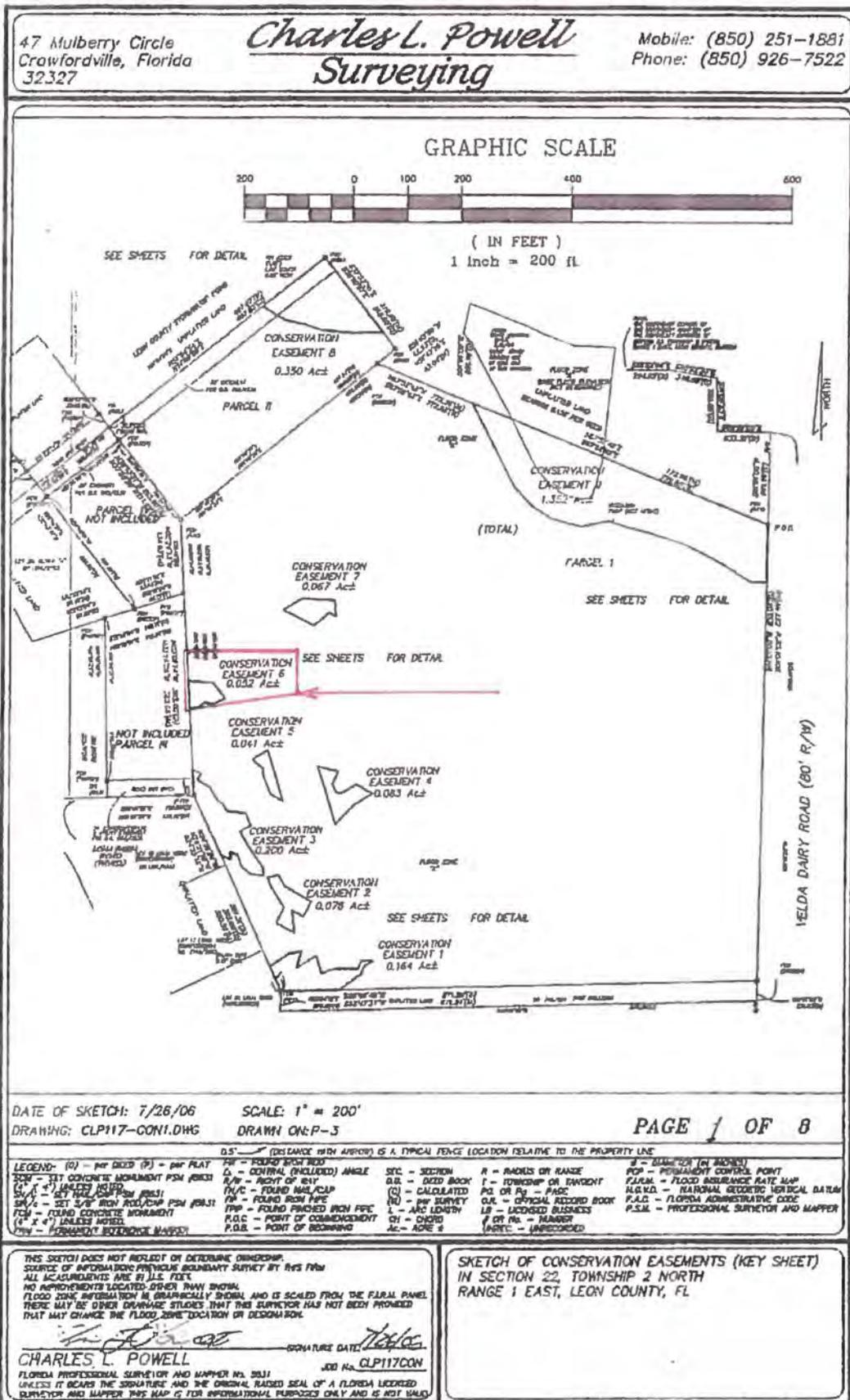
ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

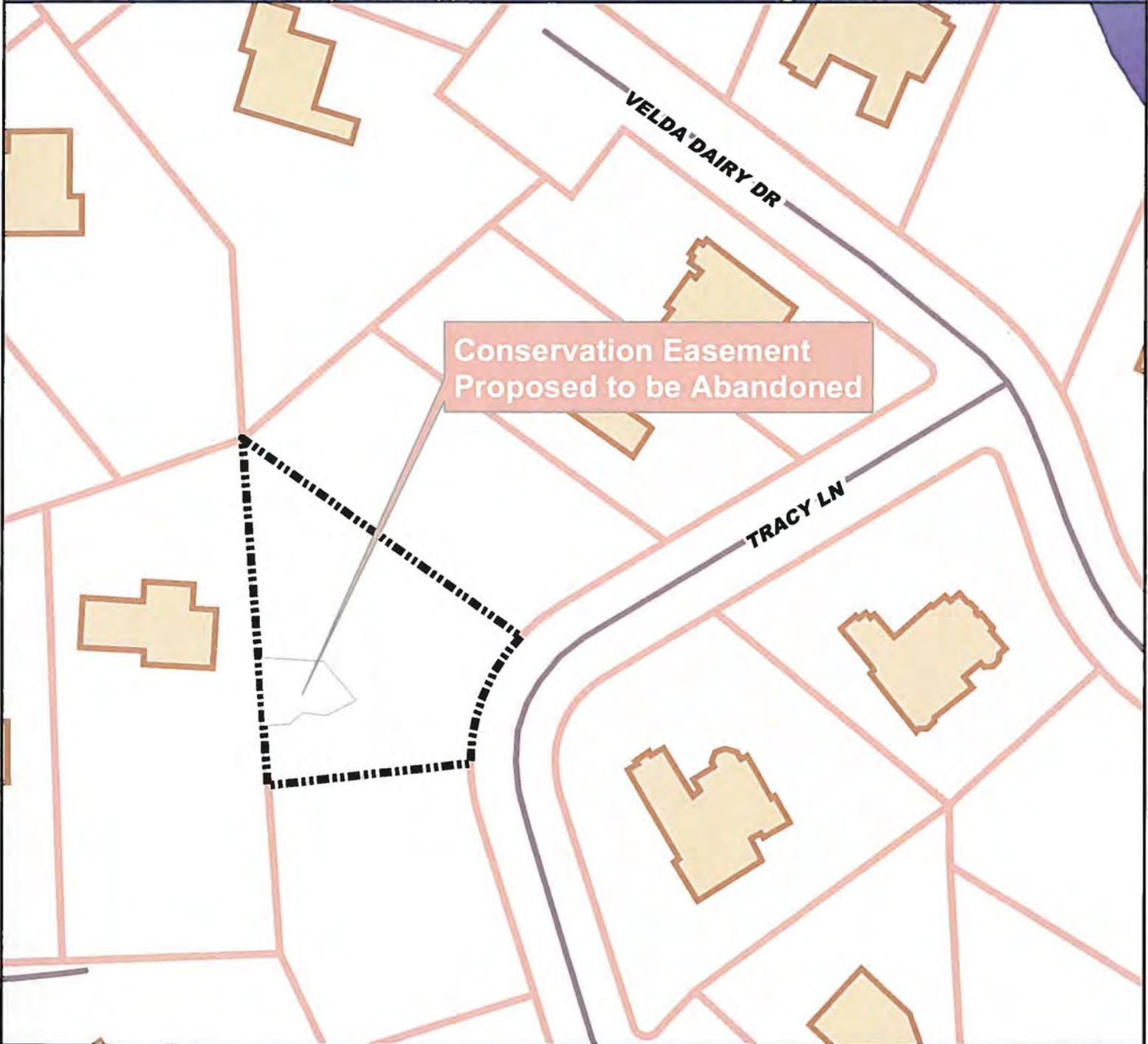
APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
CLERK

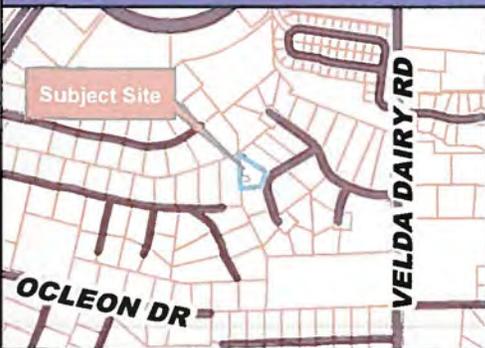
By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

# EXHIBIT A

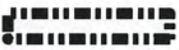




Acceptance of a Release, Quitclaim, and Termination  
of Conservation Easement from Powerhouse Construction of Tallahassee, Inc.,  
reference easements #6 within The Ridge at Velda Dairy Subdivision.



Legend

-  Subject Property
-  Waterbody
-  Buildings
-  Parcels



1 inch = 100 feet  
0 50 100  
Feet

Tallahassee-Leon County  
**GIS**  
www.tlclgs.org

Disclaimer: Note: This product has been compiled from the most accurate sources of data from Leon County, the City of Tallahassee and the Leon County Property Appraiser's office. However, this product is for reference purposes only and is not to be construed as a legal document or a survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee and the Leon County Property Appraiser's office assume no responsibility for any loss resulting therefrom.  
Posted at 3:00 p.m. on September 4, 2015

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #5

September 15, 2015

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

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

**Title:** Approval of a Release and Quitclaim of Conservation Easement, and Acceptance of a Conservation Easement from Vien Giac Buddhist Monastery, Inc. for the Vien Giac Buddhist Monastery Project

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management John Kraynak, P.E., Director, Environmental Services Division
<b>Lead Staff/ Project Team:</b>	Jill Weisman, Sr. Environmental Review Biologist, Environmental Services Division

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve a Release and Quitclaim of Conservation Easement, and accept for recording a Conservation Easement from Vien Giac Buddhist Monastery, Inc. for the Vien Giac Buddhist Monastery project (Attachments #1 and #2).

## **Report and Discussion**

### **Background:**

In 2001, a conservation easement for 0.45 acres was granted to Leon County by a previous property owner as part of the site plan review process for the proposed Christian Heritage Church located at 3909 North Monroe Street. The current property owner wishes to develop in the area encumbered by the previous conservation easement, which will require recording of a Release and Quitclaim of Conservation Easement (Attachment #1). The existing easement area was granted for natural area purposes and does not contain any environmental features protected by the County's Environmental Management Act (EMA). The current proposed easement area will preserve a larger total area including significant grades and natural area consistent with requirements and conditions of the EMA. This Conservation Easement is required as part of Environmental Management Permit LEM14-00032 (Attachment #2). The Vien Giac Buddhist Monastery project is located on North Monroe Street, just north of its intersection with Crowder and Fred George Roads (Attachment #3). The preserved area totals 0.91 acres.

### **Analysis:**

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected area. Acceptance of the Conservation Easement will require County approval. The proposed Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

### **Options:**

1. Approve the Release and Quitclaim of Conservation Easement, and approve and accept for recording the Conservation Easement from Vien Giac Buddhist Monastery, Inc. for the Vien Giac Buddhist Monastery project.
2. Do not approve the Release and Quitclaim of Conservation Easement, and do not approve and accept for recording the Conservation Easement from Vien Giac Buddhist Monastery, Inc. for the Vien Giac Buddhist Monastery project.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Release and Quitclaim of Conservation Easement
2. Conservation Easement
3. Specific Location Map

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

**RELEASE AND QUITCLAIM OF  
CONSERVATION EASEMENT  
(O.R. Book 2573, Page 305)**

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("Leon County"), whose address is 301 S. Monroe St., Tallahassee, Florida 32301, as party of the first part, and **VIEN GIAC BUDDHIST MONASTERY, INC.**, a Florida corporation, whose address is 3909 North Monroe Street, Tallahassee, Florida 32303, as party of the second part.

**WITNESSETH:**

WHEREAS, on January 18, 2000, the Board of County Commissioners of Leon County approved and accepted a Conservation Easement from Christian Heritage Church to protect and conserve 0.45 acres, more or less, of property located at 3909 North Monroe Street; and

WHEREAS, said Conservation Easement was recorded at O.R. Book 2573, Page 305 of the Public Records of Leon County, Florida; and

WHEREAS, the fee simple owner of the subject property is now VIEN GIAC BUDDHIST MONASTERY, INC.; and

WHEREAS, in order to allow new development activity and preserve a larger natural area on the subject property, party of the second part wishes to replace the Conservation Easement recorded at O.R. Book 2573, Page 305 of the Public Records of Leon County, Florida, with a new conservation easement to be granted to Leon County consisting of 0.91 acres of property located at 3909 North Monroe Street; and

WHEREAS, party of the first part wishes to release and quitclaim unto party of the second part that Conservation Easement granted unto it and recorded at O.R. Book 2573, Page 305 of the Public Records of Leon County, Florida;

NOW, THEREFORE, said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following described Conservation Easement lying and being in Leon County, Florida:

See legal description attached hereto and made a part hereof as Exhibit A.

TO HAVE AND TO HOLD THE SAME, together with all and singular appurtenances thereto belonging or in anyway incident or appertaining, and all the estate, title, interest, and claim whatsoever of the said party of the first part, in law or in equity, to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns, forever, and the Conservation Easement shall hereinafter be terminated and be of no further effect.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting through its Chairman or Vice Chairman of said Board, the day and year aforesaid.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
AND COMPTROLLER  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Clerk

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

EXHIBIT A

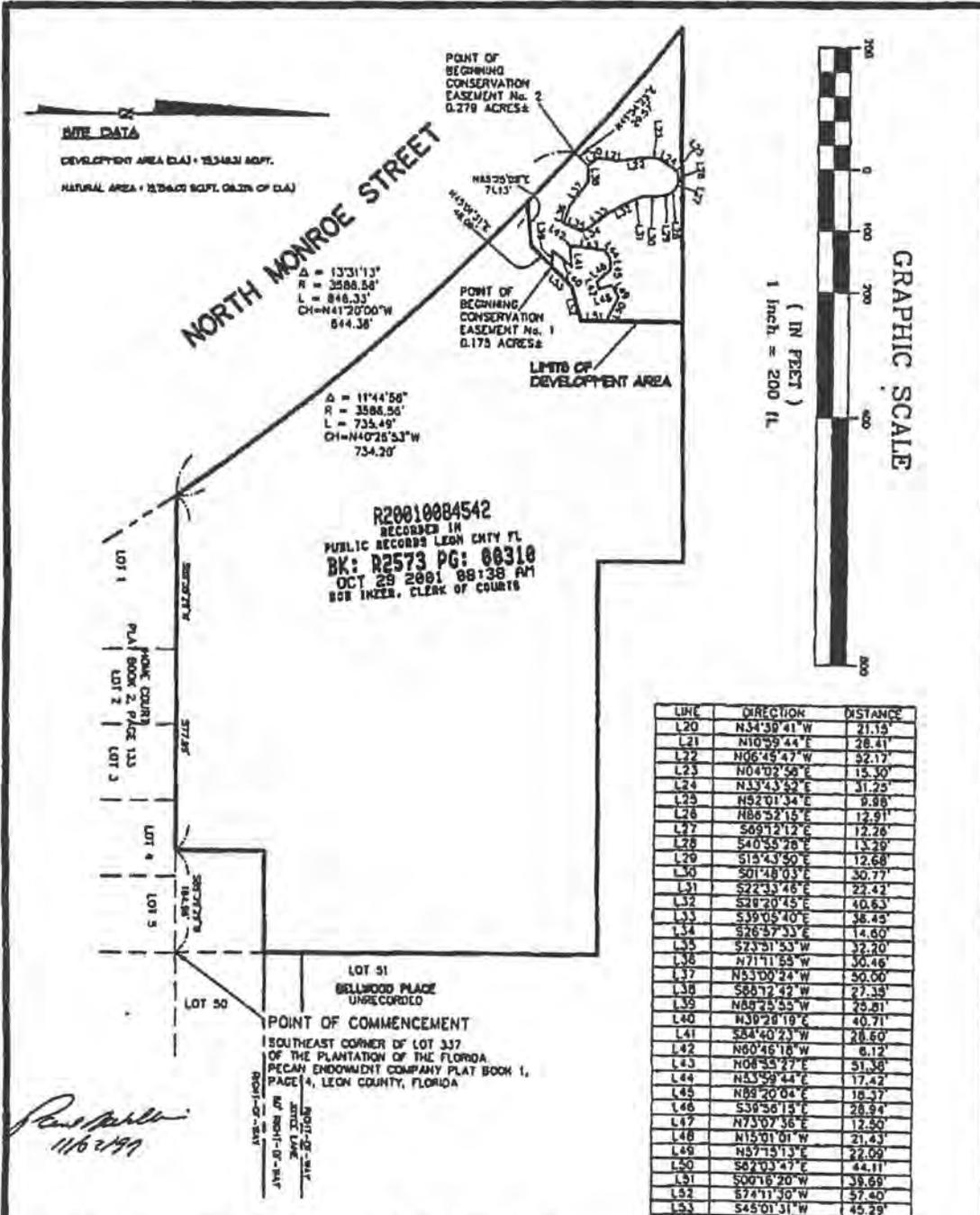


**Allen Nobles  
& Associates, Inc.**

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LAND SURVEYING,  
MAPPING, AND  
CIVIL ENGINEERING**  
LB#3293

2770 PABLO AVENUE  
TALLAHASSEE, FLORIDA 32308  
PH: 850-385-1179  
FAX: 850-385-1404



**THIS IS NOT A SURVEY**

SKETCH OF DESCRIPTION OF:  
CONSERVATION EASEMENTS

CLIENT: CHRISTIAN HERITAGE CHURCH

SCALE: 1" = 20'	JOB NO: 3633	SHEET <b>1</b> of <b>3</b>
DATE: 11/01/99	FIELDBOOK:	
DRAWN BY: PICKLES	CAD NO: 363-013	
REVISED:	PLOT DATE:	



PROFESSIONAL LAND SURVEYING, MAPPING  
CIVIL ENGINEERING & STRUCTURAL ENGINEERING

2720 Pablo Avenue  
Tallahassee, Florida 32308  
Phone: (850)-385-1179  
Fax: (850)-385-1404

E-mail: mail@anasurveyors.com

ANA Project No. 3633  
November 02, 1999  
Sheet 2 of 3

R20010004542  
PUBLIC RECORDS LEON CNTY FL  
BK: 02573 PG: 00308  
OCT 29 2001 08:38 AM  
BOB INZEEB, CLERK OF COURTS

CHRISTIAN HERITAGE CHURCH  
CONSERVATION EASEMENT NO. 1

Commence at the Southeast corner of Lot 337 of the Plantation of the Florida Pecan Endowment Company a subdivision as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida and run thence South 89 degrees 39 minutes 29 seconds West along the Northerly boundary of Home Court a subdivision as per map or plat thereof recorded in Plat Book 2, page 33 of said Public Records a distance of 742.85 feet to a point on the Easterly right of way of North Monroe Street (U. S. No. 27) said point being on a curve concave Southwesterly, thence Northwesterly along said curve with a radius of 3586.56 feet through a central angle of 11 degrees 44 minutes 58 seconds for an arc length of 735.49 feet (chord of 734.20 feet bears North 40 degrees 26 minutes 53 seconds West), thence leaving said right of way run North 85 degrees 25 minutes 08 seconds East 71.13 feet, thence North 45 degrees 01 minutes 31 seconds East 48.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 88 degrees 25 minutes 55 seconds West 25.81 feet, thence North 39 degrees 29 minutes 19 seconds East 40.71 feet, thence South 84 degrees 40 minutes 23 seconds West 28.60 feet, thence North 60 degrees 46 minutes 18 seconds West 6.12 feet, thence North 06 degrees 55 minutes 27 seconds East 51.38 feet, thence North 53 degrees 59 minutes 44 seconds East 17.42 feet, thence North 89 degrees 20 minutes 04 seconds East 18.37 feet, thence South 39 degrees 56 minutes 15 seconds East 28.94 feet, thence North 73 degrees 07 minutes 36 seconds East 12.50 feet, thence North 15 degrees 01 minutes 01 seconds West 21.43 feet, thence North 57 degrees 15 minutes 13 seconds East 22.09 feet, thence South 62 degrees 03 minutes 47 seconds East 44.11 feet, thence South 00 degrees 16 minutes 20 seconds West 39.69 feet, thence South 74 degrees 11 minutes 30 seconds West 57.40 feet, thence South 45 degrees 01 minutes 31 seconds West 45.29 feet to the POINT OF BEGINNING, containing 0.17 of an acre more or less.



PROFESSIONAL LAND SURVEYING, MAPPING  
CIVIL ENGINEERING & STRUCTURAL ENGINEERING

2720 Pablo Avenue  
Tallahassee, Florida 32308  
Phone: (850)-386-1179  
Fax: (850)-386-1404

E-mail: mail@anasurveyors.com

ANA Project No. 3633  
November 02, 1999  
Sheet 3 of 3

R20010084542  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2573 PG: 00300  
OCT 23 2001 08:30 AM  
BOB INZER, CLERK OF COURTS

CHRISTIAN HERITAGE CHURCH  
CONSERVATION EASEMENT NO. 2

Commence at the Southeast corner of Lot 337 of the Plantation of the Florida Pecan Endowment Company a subdivision as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida and run thence South 89 degrees 39 minutes 29 seconds West along the Northerly boundary of Home Court a subdivision as per map or plat thereof recorded in Plat Book 2, page 33 of said Public Records a distance of 742.85 feet to a point on the Easterly right of way of North Monroe Street (U. S. No. 27) said point being on a curve concave Southwesterly, thence Northwesterly along said curve with a radius of 3586.56 feet through a central angle of 13 degrees 31 minutes 13 seconds for an arc length of 846.33 feet (chord of 844.36 feet bears North 41 degrees 20 minutes 00 seconds West), thence leaving said right of way run North 41 degrees 54 minutes 23 seconds East 29.57 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 34 degrees 39 minutes 41 seconds West 21.15 feet, thence North 10 degrees 59 minutes 44 seconds East 28.41 feet, thence North 06 degrees 45 minutes 47 seconds West 52.17 feet, thence North 04 degrees 02 minutes 56 seconds East 15.30 feet, thence North 33 degrees 43 minutes 52 seconds East 31.25 feet, thence North 52 degrees 01 minutes 34 seconds East 9.98 feet, thence North 86 degrees 52 minutes 15 seconds East 12.91 feet, thence South 69 degrees 12 minutes 12 seconds East 12.26 feet, thence South 40 degrees 55 minutes 28 seconds East 13.29 feet, thence South 15 degrees 43 minutes 50 seconds East 12.68 feet, thence South 01 degrees 48 minutes 03 seconds East 30.77 feet, thence South 22 degrees 33 minutes 46 seconds East 22.42 feet, thence South 29 degrees 20 minutes 45 seconds East 40.63 feet, thence South 39 degrees 05 minutes 40 seconds East 36.45 feet, thence South 26 degrees 57 minutes 33 seconds East 14.60 feet, thence South 23 degrees 51 minutes 53 seconds West 32.20 feet, thence North 71 degrees 11 minutes 55 seconds West 30.46 feet, thence North 53 degrees 00 minutes 24 seconds West 50.00 feet, thence South 88 degrees 12 minutes 42 seconds West 27.35 feet to the POINT OF BEGINNING containing 0.28 of an acre more or less.

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 22 day of July by, VIEN GIAC BUDDHIST MONASTERY Inc. whose mailing address is 3909 N Monroe St, Tallahassee, FL 32303 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual premises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes.

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic plants.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface.
5. Surface use except for the purposes that permit the land or water to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of the land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties or historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit "B", which also addresses other conditions to this easement.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land on a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

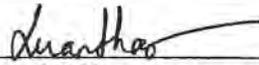
Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall ensure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

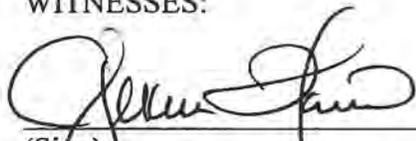
GRANTOR

VIENGIAC BUDDHIST MONASTERY, INC  
(Name of Corporation Typewritten)

  
(Signature of Officer or Agent)

THAO XUAN NGUYEN  
Print Name and Title of Officer or Agent)

WITNESSES:

  
(Sign)  
Jekira Harris  
(Print Name)

 Karen Hewitt  
(Sign)  
A. KAREN HEWITT  
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 22nd day of July, 2015, by Thao X Nguyen,  
(name of officer or agent, title of officer or agent)

of Viengiac Buddhist Monastery Florida corporation,  
(name of corporation acknowledging) (state or place of incorporation)

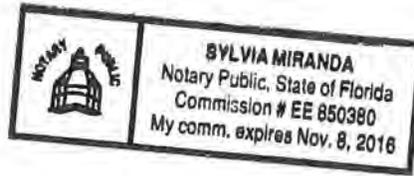
on behalf of the corporation. He/she is personally known to me or has produced FLDL  
N250819703110 (type of identification)  
as identification.

  
(Signature of Notary)

Sylvia Miranda  
(Print, Type or Stamp Name of Notary)

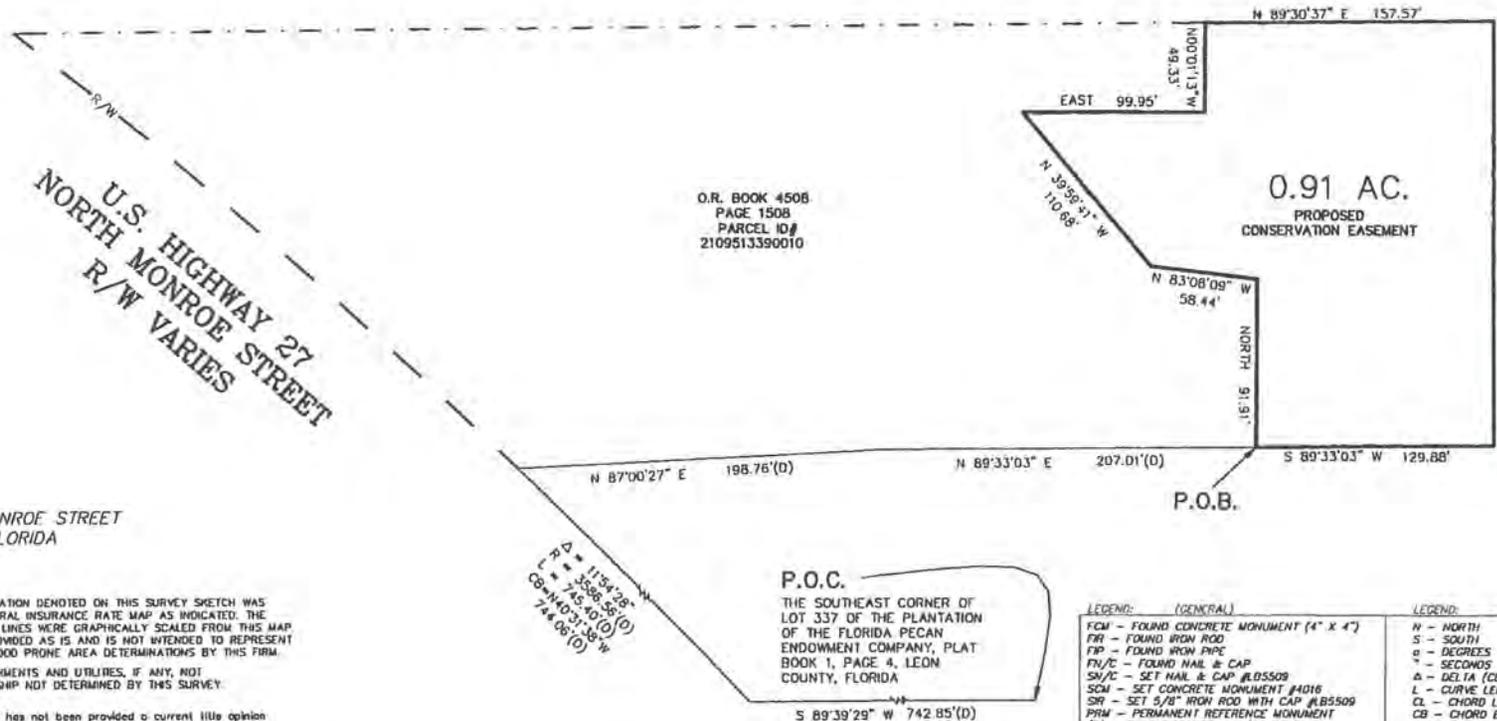
Notary Public  
(Title or Rank)

EE 850380  
(Serial Number, If Any)



This Document Prepared by : Herbert W. A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
Suite 202, 301 South Monroe Street  
Tallahassee, Florida 32301

**SKETCH OF CONSERVATION EASEMENT  
NOT A BOUNDARY SURVEY**



**EXHIBIT A**

ADDRESS:  
3909 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA

**NOTES:**

- 1) THE FLOOD ZONE DESIGNATION DENOTED ON THIS SURVEY SKETCH WAS DERIVED FROM THE FEDERAL INSURANCE RATE MAP AS INDICATED. THE LOCATION OF ANY ZONE LINES WERE GRAPHICALLY SCALED FROM THIS MAP. THIS INFORMATION IS PROVIDED AS IS AND IS NOT INTENDED TO REPRESENT ANY ENGINEERING OR FLOOD PRONE AREA DETERMINATIONS BY THIS FIRM.
- 2) UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP NOT DETERMINED BY THIS SURVEY.
- 3) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MORTGAGES AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

P.O.A.  
N 11°54'28" W 1134.28'  
S 32°05'56" W 1538.56'(D)  
W 7°45'40" E 744.06'(D)

P.O.C.  
THE SOUTHEAST CORNER OF LOT 337 OF THE PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY; PLAT BOOK 1, PAGE 4, LEON COUNTY, FLORIDA

**LEGEND: (GENERAL)**

- FCM - FOUND CONCRETE MONUMENT (4" X 4")
- FR - FOUND IRON ROD
- FRP - FOUND IRON PIPE
- FN/C - FOUND NAIL & CAP
- SN/C - SET NAIL & CAP #05509
- SCM - SET CONCRETE MONUMENT #4016
- SR - SET 3/8" IRON ROD WITH CAP #LB5509
- PRM - PERMANENT REFERENCE MONUMENT
- (P) - PLAT DISTANCE AND/OR BEARING
- (S) - SURVEY DISTANCE AND/OR BEARING
- (C) - CALCULATED DISTANCE AND/OR BEARING

**LEGEND: (LABELS)**

- N - NORTH
- S - SOUTH
- D - DEGREES
- ' - MINUTES
- " - SECONDS
- R - RADIUS OR RANGE
- Δ - DELTA (CENTRAL ANGLE)
- L - CURVE LENGTH
- CL - CHORD LENGTH (CURVE)
- CB - CHORD BEARING (CURVE)
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY

This property lies in zone "X" as determined by the Flood Insurance Rate Maps for LEON County, Fl. on Map Number 1201430115 F.  
Dated: 8/18/09

**LEGEND: (DISTANCES)**  
ALL DISTANCES ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD - FEET.  
**NOTE: UNLESS OTHERWISE DENOTED**  
ALL DISTANCES SHOWN ARE FIELD MEASURED OR COMPUTED FROM FIELD DATA.

DESCRIPTION: **SKETCH OF A CONSERVATION EASEMENT**  
**DESCRIPTION IS BY METES AND BOUNDS, SEE ATTACHED**

FOUNDATION ADDED: BY:  
FINAL ADDITIONS: BY:  
REVISION: BY:

**GARY G. ALLEN**  
Registered Land Surveyor, Inc.  
4101 Apalachee Parkway  
Tallahassee, Florida 32311  
LB #5509

**CIVIL ENGINEERING**  
EB #5509  
Phone: (850)-877-0541  
Fax: (850)-877-0041

SECTION: 9  
TOWNSHIP: 1-NORTH  
RANGE: 1-WEST  
COUNTY: LEON

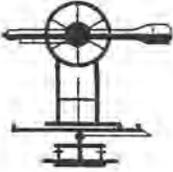
SKETCH DATE: 7/10/2014  
FIELD BOOK NUMBER:  
PAGE:  
SCALE: 1" = 80'  
DRAWING FILE NAME: 14-83E.DWG  
RECORDED IN BOOK:  
PAGE:  
JOB No. 14-83

I hereby certify that this survey meets the minimum technical standards as established by chapter 5J-17-05 of the Florida Administrative Code.

*[Signature]* 2-10-14  
Date:  
**TONIE R. GREEN, P.S.M.**  
Professional Surveyor & Mapper  
Florida Registration No. 4485

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 2



**GARY GEE ALLEN**  
REGISTERED LAND SURVEYOR, INC.  
LAND SURVEYING - CIVIL ENGINEERING

GARY G. ALLEN, P.L.S., PRES.  
B.J. ALLEN, V.P.  
MARK T. HENDERSON, P.L.S., V.P.  
R. MICHAEL LATIMER, P.E., V.P.  
TONIE R. GREEN, P.S.M.

E-MAIL: gary@garyallenlandsurveying.com  
PHONE: (850) 877-0541  
FAX NO. (850) 877-0041

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA, 32311

**LEGAL DESCRIPTION:**

Conservation Easement  
July 10, 2014

A tract of land lying in Section 9, Township-1-North, Range-1-West, Leon County, Florida and being a part of Lot 2 of an ASAP subdivision as recorded in Official Record Book 4605, page 565 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at a terra cotta monument marking the Southeast corner of Lot 337 of Florida Pecan Endowment Company, a subdivision as per map or plat thereof recorded in Plat Book 1, page 4 of the Public Records of Leon County, Florida and thence run South 89 degrees 39 minutes 29 seconds West along the southerly boundary of said Lot 337 and Lot 336 of said Florida Pecan Endowment Company and the Northerly boundary of Home Court, a subdivision as per map or plat thereof recorded in Plat Book 2, page 133 of the Public Records of Leon County, Florida a distance of 742.85 feet to a concrete monument on the easterly right of way boundary of North Monroe Street (U.S. Highway 27), said concrete monument being on a curve concave to the southwesterly; thence run northwesterly along said curve having a radius of 3,586.56 feet through a central angle of 11 degrees 54 minutes 28 seconds for an arc length of 745.40 feet (the chord of said arc being North 40 degrees 31 minutes 38 seconds West, 744.06 feet to an iron rod with cap (number 3293) marking the southwest corner of said Lot 2 of an ASAP subdivision; thence easterly along the southerly boundary of said Lot 2 as follows: thence North 87 degrees 00 minutes 27 seconds East, 198.76 feet to an iron rod with cap (number 3293); thence North 89 degrees 33 minutes 03 seconds East, 207.01 feet for the POINT OF BEGINNING; From said POINT OF BEGINNING and leaving said southerly boundary run thence North, 91.91 feet; thence North 83 degrees 08 minutes 09 seconds West, 58.44 feet; thence North 39 degrees 59 minutes 41 seconds West, 110.68; thence East, 99.95 feet; thence North 00 degrees 01 minute 13 seconds West, 49.33 feet to a point lying on the northerly boundary of said Lot 2; thence North 89 degrees 30 minutes 37 seconds East along said northerly boundary, 157.57 feet to a iron rod marking the northeast corner of said Lot 2; thence South 00 degrees 22 minutes 34 seconds East along the easterly boundary of said Lot 2 for a distance of 233.35 feet to an iron rod with cap (number 3293) marking the southeast corner of said Lot 2, thence South 89 degrees 33 minutes 03 seconds West along said southerly boundary of Lot 2 for a distance of 129.88 feet the POINT OF BEGINNING, containing 0.91 acres, more or less.

This surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible that there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

I hereby certify that the legal description shown hereon meets the minimum technical standards as established by chapter 5J-17.051 of the Florida Administrative Code.

Tonie R. Green  
Professional Surveyor & Mapper  
Florida Registration No. 4485

Job no. 14-83  
14-83esmt.doc

# EXHIBIT B

## Vien Giac Buddhist Monastery Conservation Management Plan

### SPECIAL ACTIVITIES

The purpose of this plan is to maintain native vegetation, control invasive exotic plants, and provide for recreational uses. This plan also allows for control of nuisance or weedy native plants in order to encourage development of a healthy native plant community, while allowing routine maintenance and some historical uses to continue. To achieve these goals, vegetation management and routine maintenance activities within the conservation easement may include the techniques and items listed below. Any deviation from the activities listed must be approved by the Leon County Development Support and Environmental Management (LCDSEM) Department.

#### Control and Eradication of Invasive Exotic Plant Species

- 1) Invasive exotic species are recognized as those listed by the Leon County's List of Invasive & Exotic Species or its successor. Any additional invasive exotic plant species proposed to be treated or removed must first be approved by LCDSEM.
- 2) Small plants may be pulled from the ground by hand. For larger plants that aren't easily pulled by hand, any obvious clusters of fruits or seeds may be clipped from their tops. These plants along with their fruits and seed parts must be placed in plastic garbage bags and disposed of in a landfill. Attention should be made to ensure that any plant materials, including fruits or seeds, are not dispersed into other areas during removal from the site.
- 3) Large shrubs or extensive patches which cannot be managed by hand may be treated with an herbicide designed for such purposes and must be used in accordance with the manufacturer's directions. LCDSEM should be contacted with questions regarding the specific types of herbicides to use and appropriate methods of treatment.

#### Control of Native Nuisance Plant Species

- 1) Native nuisance species shall be recognized as catbriar (*Smilax spp.*), grapevine (*Vitis spp.*), blackberry (*Rubus spp.*), virginia creeper (*Parthenocissus quinquefolia*), trumpet vine (*Campsis radicans*), poison ivy (*Toxicodendron radicans*), and poison oak (*Toxicodendron toxicarium*)
- 2) Plants may be pulled from the ground by hand, clipped, or if absolutely necessary treated with an appropriate herbicide as described in #3 above.

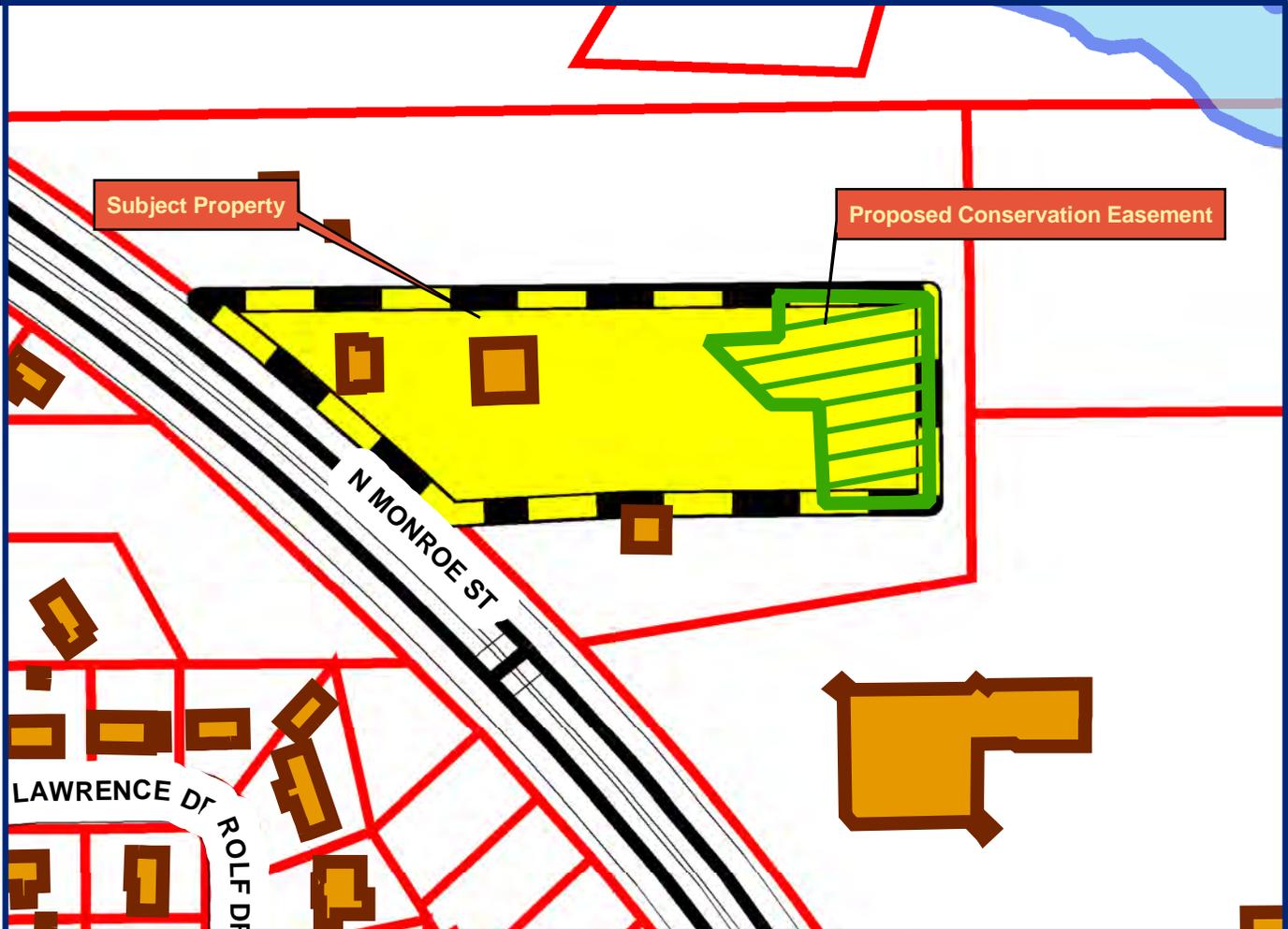
#### Other Maintenance Activities

- 1) Removal of hazardous and dead tree limbs shall be allowed within the conservation easement, but shall not constitute more than 10% of the tree crown.
- 2) Removal of diseased or insect infested trees may be permitted upon prior approval from the LCDSEM.

#### Special Activities

A recreational pathway will be allowed within the easement, but must first be approved by the LCDSEM. The disturbed area for walking path will be restricted to 3 feet in width and must be stabilized (maintained) with mulch or pine straw.

LEON COUNTY  
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

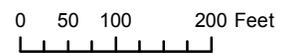


Proposed Conservation Easement  
from Vien Giac Buddhist Monastery, Inc.  
for the Vien Giac Buddhist Monastery

General Location



1 inch = 200 Feet



Legend

-  Proposed Conservation Easement
-  Buildings
-  Waterbodies
-  Subject Property
-  Parcels

**Tallahassee-Leon County GIS**  
www.tlccgis.org

**LEON**  
TALLAHASSEE, FLORIDA

Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #6

September 15, 2015

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

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

**Title:** Acceptance of a Conservation Easement from Jenkins Roofing, Inc. for the Jenkins Roofing Warehouse Project

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management John Kraynak, P.E., Director, Environmental Services
<b>Lead Staff/ Project Team:</b>	Jill Weisman, Sr. Environmental Review Biologist, Environmental Services Division

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve and accept for recording a Conservation Easement from Jenkins Roofing, Inc. for the Jenkins Roofing Warehouse project (Attachment #1).

## **Report and Discussion**

### **Background:**

The grantor is preserving areas of wetland and floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of Environmental Management Permit reference LEM15-00031 (Attachment #1). The Jenkins Roofing Warehouse project is located on Gateway Drive (Attachment #2). The preserved area totals 0.92 acres.

### **Analysis:**

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected area. Acceptance of the Conservation Easement will require County approval. The proposed Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

### **Options:**

1. Approve and accept for recording the Conservation Easement Jenkins Roofing, Inc. for the Jenkins Roofing Warehouse project.
2. Do not approve and do not accept for recording the Conservation Easement from Jenkins Roofing, Inc. for the Jenkins Roofing Warehouse project.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Conservation Easement
2. Specific Location Map

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 19<sup>th</sup> day of JUNE, by JENKINS ROOFING, INC Inc., whose mailing address is 5347 GATEWAY DR TALL. FL 32363 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Conservation Easement Management Plan*, maintained in the records of Leon County Department of Development Support and Environmental Management, and as may be amended from time to time.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

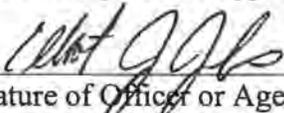
Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR

JENKINS Roofing INC.  
(Name of Corporation Typewritten)

  
(Signature of Officer or Agent)

Elliot J. JENKINS President  
(Print Name and Title of Officer or Agent)

WITNESSES:

  
(Sign)  
Laurence L. Thomas  
(Print Name)  
Thomas

  
(Sign)  
G. H. Stoutmanie jr.  
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of

JUNE, 2015, by Elliot Jenkins President  
(name of officer or agent, title of officer or agent)

of Jenkins Roofing, Inc., a FLORIDA corporation,  
(name of corporation acknowledging) (state or place of incorporation)

on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ (type of identification)  
as identification.

(Signature of Notary)



(Print, Type or Stamp Name of Notary)

SUSAN Franceschini

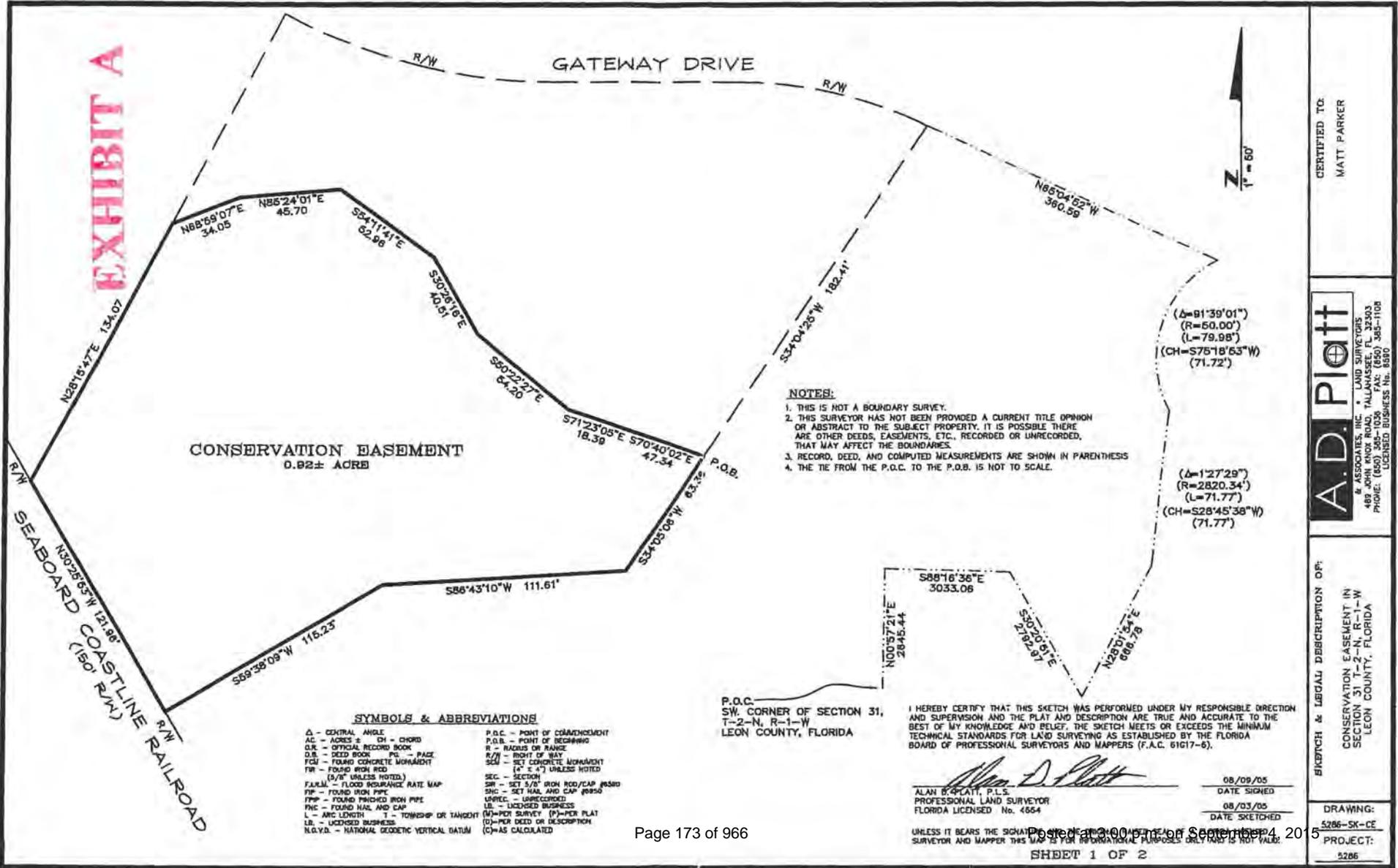
(Title or Rank)

(Serial Number, If Any)

EE 846944

This Document Prepared by: Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
Suite 202, 301 South Monroe Street  
Tallahassee, Florida 32301

**EXHIBIT A**



LEGAL DESCRIPTION:

Commence at a concrete monument marking the Southwest corner of Section 31, Township 2 North, Range 1 West, Leon County, Florida, and thence run North 00 degrees 57 minutes 21 seconds East along the Section Line 2645.44 feet to a concrete monument marking the Northwest corner of the South Half of said Section 31, thence South 88 degrees 16 minutes 36 seconds East along the North boundary of the South Half of said Section 31, a distance of 3033.06 feet to the Northeasterly right-of-way boundary of the Seaboard Coast Line Railroad (150.0 foot right-of-way), thence South 30 degrees 20 minutes 51 seconds East along said right-of-way boundary 2792.97 feet, thence North 28 degrees 01 minute 54 seconds East along the Westerly right-of-way boundary of State Road No. 263 (Capital Circle) a distance of 666.78 feet to a point of curve to the left, thence along said right-of-way curve with a radius of 2820.34 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 71.77 feet to a point of compound curve, thence along said curve and along the Southerly boundary of a roadway easement with a radius of 50.00 feet, through a central angle of 91 degrees 39 minutes 17 seconds for an arc distance of 79.98 feet, thence North 65 degrees 04 minutes 52 seconds West along said boundary 360.59 feet, thence run South 34 degrees 04 minutes 25 seconds West 182.41 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 34 degrees 05 minutes 06 seconds West a distance of 63.36 feet, thence run South 86 degrees 43 minutes 10 seconds West a distance of 111.61 feet, thence run South 59 degrees 38 minutes 09 seconds West a distance of 115.23 feet, thence run North 30 degrees 25 minutes 53 seconds West a distance of 121.96 feet, thence run North 28 degrees 15 minutes 47 seconds East a distance of 134.07 feet, thence run North 68 degrees 59 minutes 07 seconds East a distance of 34.05 feet, thence run North 85 degrees 24 minutes 01 seconds East a distance of 45.70 feet, thence run South 54 degrees 11 minutes 41 seconds East a distance of 52.96 feet, thence run South 30 degrees 26 minutes 16 seconds East a distance of 40.51 feet, thence run South 50 degrees 22 minutes 27 seconds East a distance of 54.20 feet, thence run South 71 degrees 23 minutes 05 seconds East a distance of 18.39 feet, thence run South 70 degrees 40 minutes 02 seconds East a distance of 47.34 feet, to the POINT OF BEGINNING, said lands containing 0.92 acres, more or less.

# LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT



Proposed Conservation Easement  
from Jenkins Roofing, Inc. for the  
Jenkins Roofing Warehouse project

**General Location**

The inset map shows a larger area with various streets including Tower Rd, Lower Rd, Inland Forest, Manganese, Gateway Dr, Flagstone Ct, Six Oaks Dr, Curlew St, Woodlame Cir, Portal Cir, Capital Cir NW, Odessa Blvd, and Busby St. The subject property is highlighted in yellow and labeled 'Subject Property'.

**Legend**

- Proposed Conservation Easement
- Buildings
- Waterbodies
- Subject Property
- Parcels

**1 inch = 200 Feet**

0 50 100 200 Feet

**LEON**

Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

September 15, 2015

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

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

**Title:** Approval of the Memorandum of Agreement Between Leon County and the Florida Veterans Foundation, Inc. for Administration of the Veterans Emergency Assistance Program for FY 15/16

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director, Office of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Ben Bradwell, Veteran Services Director

**Fiscal Impact:**

This item has been budgeted and adequate funding is available. The FY2016 includes \$50,000 for the County's Veterans Emergency Assistance Program (VEAP).

**Staff Recommendation:**

Option #1: Approve the Memorandum of Agreement between Leon County and the Florida Veterans Foundation, Inc. for administration of the Veterans Emergency Assistance Program for FY 15/16 (Attachment #1), and authorize the County Administrator to execute the Agreement and any future modifications.

## Report and Discussion

### **Background:**

In March 2013, the Board approved the Veterans Emergency Assistance Program (VEAP) Guidelines (Attachment #2). These guidelines were established to provide financial assistance for Veterans that find themselves in emergency situations and unable to pay for basic necessities, such as shelter and utilities. By providing temporary assistance, the program helps to keep an individual or family from going without vital resources. The intent of the program guidelines is to provide temporary emergency assistance, not ongoing public assistance. Furthermore, in an effort to ensure sustainability, VEAP requires that applicants have a documented plan for how they will continue to pay the ongoing basic necessity expenditures after assistance has been received. Prior to approval of VEAP, if a Veteran needed more assistance than a single agency could provide, the Veteran needed to fill out an application for each agency and go through multiple approval processes. By using the leverage obtained by partnering with the Florida Veterans Foundation (FVF), Leon County is able to increase the amount of assistance that can be provided to the Veterans of the community with one application.

In 2008, the Florida Legislature established the FVF as a Direct Support Organization to the Florida Department of Veterans Affairs (FDVA). FVF is a non-profit organization that serves, supports, and advocates for Florida Veterans to improve their well-being. The most important function provided by the FVF in support of the FDVA is emergency financial aid provided to Veterans and Veteran's families. The County has partnered with the FVF through a Memorandum of Agreement (MOA). The MOA allocates VEAP funding to FVF semi-annually, and authorizes them to make funding decisions based on the established VEAP guidelines with no additional costs to the County. The terms of the Agreement ensure that funding is utilized in accordance with County guidelines and distributed to Leon County Veterans who meet the established criteria.

On July 23, 2015, the Board approved the reallocation of FY2016 Active Duty Grant Program funds in the amount of \$25,000 to the Veterans Emergency Assistance Program. This additional allocation increased the funds available from \$25,000 to \$50,000 for FY2016.

The VEAP Guidelines and Program are essential to the following FY2012 & FY2013 Strategic Initiative that the Board approved at the January 27, 2015 meeting:

- Consider policy to allocate a portion of Direct Emergency Assistance funds to Veterans. (2012)

This particular Strategic Initiative aligns with the following Board's Strategic Priorities – Economy and Quality of Life,

- Focus resources to assist local Veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners (EC5).
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce” (EC6).
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services (Q3).

**Analysis:**

During the fragile economic recovery, the Board established additional programs and services tailored to meet the needs of active members and veterans of the U.S. military. To address the influx of troops returning home following the end of U.S. involvement in Iraq the Board established the Veteran Emergency Assistance Program (VEAP) to provide temporary emergency assistance for veterans and their family.

Under the current program guidelines, the County can provide up to \$500 for rent/mortgage assistance, up to \$300 for utilities/fuel assistance, up to \$200 for temporary shelter assistance, \$100 for transportation to a VA medical facility, and up to \$50 to obtain a birth certificate or driver's license. VEAP is heavily utilized by veterans and their family members primarily for housing rental and utilities costs.

In partnership with FVF, the County has been able to assist 125 Veterans with financial emergencies totaling \$37,000 in FY2015. This partnership with FVF has made receiving assistance faster for the Veteran, has given the Veteran access to more funds, and has saved the County considerable staff time. Based on the current rate of requests that the Veteran Services Division has received, VEAP funds will be exhausted before the end of the fiscal year. Additionally, there has been a reduction of the utilization of the Active Duty Grant Program as more local members of the U.S. military return home from the conflicts overseas.

The MOA helps to reduce barriers in assisting applicants and makes for a more streamlined and efficient process that will resolve the Veterans' issues.

**Options:**

1. Approve the Memorandum of Agreement between Leon County and the Florida Veterans Foundation, Inc. for administration of the Veterans Emergency Assistance Program for FY 15/16 (Attachment #1), and authorize the County Administrator to execute the Agreement and any future modifications.
2. Do not approve the Memorandum of Agreement between Leon County and the Florida Veterans Foundation, Inc. for administration of the Veterans Emergency Assistance Program for FY 15/16.
3. Board direction.

**Recommendation:**

Options #1.

**Attachments:**

1. Memorandum of Agreement between Leon County and the Florida Veterans Foundation, Inc.
2. Veterans Emergency Assistance Program (VEAP) Guidelines

## LEON COUNTY VETERANS EMERGENCY ASSISTANCE PROGRAM (VEAP)

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA), entered into this \_\_\_ day of September, 2015, by and between Leon County, Florida, hereinafter referred to as the “County” and the Florida Veterans Foundation, Inc., hereinafter referred to as the “Agency”.

WHEREAS, the County has determined that it is in the best interest of the Veterans of Leon County, Florida that the County allocate funds to assist Veterans with basic necessity expenditures during emergencies for purposes of health and safety, and prevent homelessness.

WHEREAS, the County desires to expand its partnership with the Florida Veterans Foundation to include administration of Veterans Emergency Assistance Program (VEAP).

WHEREAS, the County desires to engage the Agency to partner with the County in providing the services as described in the Scope of Work.

NOW, THEREFORE, the parties do mutually agree as follows:

#### **A. GENERAL CONDITIONS**

1. Agreement and Term

The County hereby agrees to engage the Agency and the Agency hereby agrees to perform all the necessary services hereafter set forth in the Scope of Services and in accordance with VEAP Guidelines for a term of October 1, 2015 to September 30, 2016.

2. Scope of Services

In assuming its responsibilities hereunder, the Agency shall do, perform, and carry out in a satisfactory manner, the provisions of the Scope of Work and in accordance with the and terms of this Agreement.

- a. The services are to be provided in a manner which meets the emergency needs of eligible applicants, while adhering to the intent of the program to provide temporary emergency assistance with basic necessity expenditures, not on-going or regular support.
- b. The Agency should assist all applicants, eligible or ineligible for VEAP assistance, with social services as appropriate, and within the Agency’s current purview, including financial counseling, alternative resources, and referrals to appropriate

agencies for employment counseling, energy audits, and other related services to assist with long term sustainability.

3. Personnel and Subcontracting

- a. The Agency represents that it has and will maintain adequate staffing to carry out the Scope of Work under this agreement. Such employees shall not be employees of Leon County or have any contractual relationship with the County.
- b. All services required hereunder will be performed by the Agency and all personnel engaged in performance of work or services shall be fully qualified and properly authorized under appropriate state and local laws to perform such services.
- c. None of the work or services to be performed under this agreement shall be subcontracted without prior written approval from the County.

4. Budget and Funding

- a. The Agency shall be funded at \$50,000.
- b. Semi-Annually, the County will advance the Agency one half of its funding which has been allocated for emergency assistance by the 15<sup>th</sup> of the month for that period.
- c. By the 15<sup>th</sup> of each month, the Agency will submit a report of VEAP Expenditures to the County for the previous month, documenting details of assistance provided (Attachment 3).
- d. The County will inspect all reports and conduct scheduled audits to ensure program and fiscal compliance and provide written notice of any findings and proposed corrective action within 30 days.
- e. Future distributions to the Agency will be contingent upon compliance and status of previously disbursed funds to the Agency.
- f. Upon termination of this agreement, the Agency shall remit all unexpended funds to the County within ten (10) business days following the effective date of such termination.
- g. Funding for services shall end September 30, 2016. The Agency shall return any unexpended funds to the County by October 10, 2016.

5. Reporting

- a. Upon execution of the Agreement, the Agency will provide in writing, the Agency staff member who will be responsible for the submission of all Agency reports to the County for the administration of this agreement.
- b. All reports must be submitted electronically by the 15<sup>th</sup> of each month to Ben Bradwell at [bradwellb@leoncountyfl.gov](mailto:bradwellb@leoncountyfl.gov) . All other related correspondence may be submitted to:

Ben Bradwell  
Attn: VEAP  
918 Railroad Avenue  
Tallahassee, FL 32310

6. Termination of Agreement for Cause

If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. Notwithstanding such termination, the Agency shall not be relieved of the liability to the County for any damages sustained by the County by virtue of any breach of the agreement by the Agency.

7. Termination of Contract

The County reserves the right to terminate this Agreement with the Agency at any time and for any reason with or without cause.

8. Audits

The County reserves the right to perform an audit of the Agency's records with prior notice. The audit shall encompass an examination of all financial transactions, applications, eligibility documentation, accounts, and reports to evaluate program and fiscal compliance with the terms of the Agreement.

9. Use of County Funds

- a. Funds received by the Agency pursuant to this Agreement shall only be used for those purposes outlined in the Agreement.

- b. Funds shall be deemed misused when the Agency does not fully comply with the use of funds in accordance with the Agreement. The Agency will repay to the County all misused funds.

10. Assignment

The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.

**B. ASSURANCES**

1. Non-Discrimination

The Agency warrants and agrees not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, orientation, national origin, disability, political affiliation or belief, nor shall it discriminate or permit discrimination against any person in any manner prohibited by the laws of Leon County, the State of Florida, or the United States.

2. Interest of the Agency

The Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Agency further covenants that it will not employ any individual or utilize any volunteer whose interest conflicts in any manner or degree with the performance of services required to be performed under this Agreement.

3. Records

The Agency shall use an accounting system that meets generally accepted accounting principles. The Agency shall maintain such property, personnel, financial and other books, records, documents and other evidence sufficient to reflect accurately the amount, receipt, and disposition by the Agency of all funds received. The Agency shall preserve and make its records available until the expiration of three (3) years from the date of the final settlement, and for such longer period, if any, as is required by applicable statute or lawful requirement.

**C. NOTICES.**

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to Florida Veterans Foundation: Col. Washington J. Sanchez, Jr. USA (Ret)  
Chairman/CEO  
Florida Veterans Foundation, Inc.  
The Capitol, Room 2105-D  
400 South Monroe  
Tallahassee, FL 32399

Notice to the COUNTY: Eryn D. Calabro, Director  
Leon County Office of Human Services and  
Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

## SCOPE OF WORK

1. The Agency will provide services to Veterans who are in need of assistance with rental/mortgage, utilities, temporary shelter, and transportation for medical treatment, birth certificates, and special need circumstances. Assistance will include responding to inquiries for assistance; receiving and processing assistance applications; providing customer with application status updates; and, for approved applications, and allocation of funds.
2. The Agency must make determinations for eligibility for assistance based on the Veteran Emergency Assistance Program (VEAP) Guidelines.
3. The Agency will provide assistance to Veterans of Leon County only.
4. The Agency will verify and document all information required to make eligibility determinations before any disbursement is made.
5. The Agency will confirm and document the circumstance of the emergency situation.
6. The Agency will not provide assistance if the payment does not resolve the emergency situation.
7. The Agency will document and verify the Veteran's plan for sustainability after assistance has been awarded.
8. The Agency will not provide assistance to any Veteran or its household who has received assistance during the last twelve (12) months or a total of three (3) times during the life of the program. MAXIMUM OF THREE TIMES TOTAL FOR **ALL** SERVICES.
9. The Agency will submit VEAP Expenditure Reports by the 15<sup>th</sup> of each month.
10. The Agency will maintain a record of all VEAP assistance provided for tracking, auditing, and responding to inquiries regarding assistance status.
11. Agency will have appropriate supervisory and auditing protocols in place to ensure program compliance.

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

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.  
County Attorney

AGENCY NAME

BY: \_\_\_\_\_

Agency Rep/Title

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Leon County**  
**Office of Human Services and Community Partnerships**  
**Veterans Emergency Assistance Program (VEAP)**  
**Guidelines**

The Veterans Emergency Assistance Program (VEAP) is funded by the Leon County Board of County Commissioners to provide financial assistance to Veterans including rental/mortgage, utilities, temporary shelter, and transportation for medical treatment, birth certificates, and special need circumstances. VEAP is designed to help Veterans who are in need of assistance during an emergency situation and have the ability to sustain payments for future expenditures. The Veteran and his/her household must be “in need” of the assistance payment. Specifically, the Veteran and his/her household is “in need” when the household’s net income is less than the household’s Basic Necessity Expenditures (as established below) for the most recent 30-day period. If the household’s net income exceeds the household’s Basic Necessity Expenditures, then the Veteran and his/her household is ineligible. Applicant must have good likelihood of future independence. The applicant must demonstrate that the situation will be improved by next payment date.

**Maximum Payment Amounts**

Maximum payment amounts have been established to ensure that funds may be used to assist an optimal number of Veterans, while still providing payment levels that will adequately assist clients with their particular need. The maximum payments are as follows:

**Shelter (Rent/Mortgage)**      Up to \$500

*Not to exceed the total monthly rental or mortgage payment.*

**Utilities/Fuel**      Up to \$300.00

*Not to exceed the total utility/fuel costs for the 30-day period for which assistance is being provided.*

**Temporary Shelter**      Up to \$200.00

*Not to exceed the total fees charged by the establishment providing shelter for a period up to 3 days.*

**Transportation**      Up to \$100.00

*Not to exceed the one-way transportation cost to the VA medical center providing treatment.*

**Birth Certificate**      Up to \$50.00

*Not to exceed the fee charged by the State issuing the birth certificate.*

**Eligibility Criteria**

The following criteria are used to determine eligibility for VEAP. Applicants must meet all eligibility criteria in order to qualify for VEAP assistance.

**A. Residency:** The applicant must be a Leon County resident or intending to live in Leon County.

**B. Veteran:** A Veteran is defined as a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.

**C. Identification**

Proper identification will be required for all applicants. Proper identification includes, but is not limited to, the following:

1. Driver's License
2. Florida Identification
3. Social Security Card
4. Birth Certificate
5. Military Identification
6. DD214/HINQ (Certificate of Release or Discharge from Active Duty)

**D. Basic Necessity Expenditures** are defined as follows. These expenditures are the only expenditures considered when determining eligibility:

**Shelter:** The household's actual shelter obligation (rent/mortgage) for the current month will be considered a Basic Necessity Expenditure. The amounts listed below are the maximum amounts to be included, based on household size:

Efficiency:	\$596.00
1 Bedroom:	\$756.00
2 Bedrooms:	\$933.00
3 Bedrooms:	\$1,245.00
4 Bedrooms:	\$1,281.00

*Limits are based on the HUD Fair Market Rent Documentation System for Leon County. Units larger than four bedrooms are calculated by adding 15% to the four bedroom fair market rate for each additional room.*

**Utility/Fuel:** The household's actual utility/fuel/heating costs for the month will be considered as a Basic Necessity Expenditure. Only the actual charges for the month, including wood payment, will be considered.

**Food:** The household's food cost for the current month will be considered a Basic Necessity Expenditure. The following is based on the number of family members in the household.

1-\$200.00	3-\$526.00	5-\$793.00
2-\$367.00	4-\$668.00	6-\$952.00

*Adapted from the USDA Supplemental Nutrition Assistance Program (SNAP) Guidelines. Add \$150.00 for each additional person in household.*

**Child Care:** The household's child care costs for the current month will be considered a Basic Necessity Expenditure only if the adult is working. No cost will be deducted if the household contains another non-working adult. Child care must be verified prior to being considered and only the amount that is actually paid will be considered. A current childcare contract or receipt for payment should be provided for consideration.

**Transportation to and from work:** Transportation costs for purposes of employment are considered a Basic Necessity Expenditure. The household will receive a credit of \$50.00 per working household member.

**Telephone:** The household will receive a credit of \$50.00 for telephone services, which is considered a Basic Necessity Expenditure.

**E. Emergency Expenditures**

Expenditures made as a result of the applicant experiencing an emergency, such as a fire, flood, theft, or a medical emergency will be considered as a Basic Necessity Expenditure. Verification is required in the form of receipts for service/goods rendered such as hospital bills or medication purchased. Determination of whether the expenditure will be considered a Basic Necessity Expenditure will be determined on a case-by-case basis, and only with documentation.

**F. Income Types Considered**

Income is any cash, check or payment received by or made on behalf of a household. Any income received or anticipated to be received in the current month will be considered.

**Earned income:** any income (cash, check, etc.) received in return for work done or service rendered by any member of the household, excluding employed children 16 years or older who are still students. Earned income includes, but is not limited to:

- 1) Wages
- 2) Commissions
- 3) Farm Earnings
- 4) Self Employment
- 5) Retirement Income

**Non-earned income:** any other cash check or payment received. Non-earned income includes, but is not limited to:

- 1) Food Stamps
- 2) Temporary Assistance for Needy Families (TANF)
- 3) Social Security

- 4) Supplemental Security Income (SSI)
- 5) Veteran's Administration Benefits
- 6) Unemployment Compensation
- 7) Vocational Rehabilitation Benefits

**Contributions:** Contributions are considered income if received on a regular basis. This includes regular contributions received from all sources.

- 1) Child Support or Alimony
- 2) Payment for rent and/or room and board
- 8) Non-governmental payments such as retirement pensions.

### **Income Calculation**

The household's income will be calculated by totaling all income received during the previous 30 days.

Income is defined as follows:

**Earned income:** The individual's gross earnings for the pay period minus the Social Security tax, Medicaid and Federal Income Tax actually deducted from the earnings. These are allowable deductions.

**Self-Employment:** The business' gross income minus actual business expenditures. Only valid business expenditures will be deducted. No personal expenditures will be considered.

**Other Income:** The full amount of the cash, check, or payment received will be considered the net income.

**Income Calculation Exceptions:** Income received less often than monthly will be considered for the period of time, it is intended to cover.

*Example: School grants received once a semester will be divided by the number of months in the semester.*

**Students:** Applicants and spouses who are attending an institution of higher education are ineligible. Institutions include, but are not limited to, Florida A&M University, Florida State University, Tallahassee Community College, and Lively Vocational Technical School.

**Exception:** *If either the applicant or spouse is working at least 30 hours a week, the household may be eligible. Student status is also extended to those who are in-between terms.*

### **G. Employability:**

- An applicant will be ineligible if either the applicant or any adult member of the household, who is physically able to work, is voluntarily unemployed or underemployed and does not meet one of the following criteria. Underemployed is defined as working less than 25 hours a week at minimum wage.

**Note: A teenager not enrolled in high school is considered an adult.**

- Unemployed or underemployed individuals must provide verification that they are actively seeking employment. The household member must identify places where he or she has sought employment within the last 30 days. Exceptions:
  1. An individual who is 62 years old or older.
  2. An individual who is physically unable to work.
  3. An individual who is needed in the home to care for an invalid adult or child (*verification from a physician required.*)
  4. An individual who is employed but is currently not working or working fewer hours due to inclement weather.
  5. An individual who has applied for or is receiving unemployment compensation.
  6. An individual (*one adult per household*) who is needed in the home to care for an infant under 90 days old.

### **H. Verification**

The applicant must provide documentation of any information required by the caseworker to determine eligibility. Verification of the information is the responsibility of the applicant, but some assistance may be provided by the agency. Failure of the applicant to provide the requested information will result in ineligibility for assistance.

### **I. Sustainability**

The applicant must provide proof that the household will be able to sustain payments for the expenditure in subsequent months. If the caseworker determines that the applicant is unable to pay the following month's rent or utilities because of income limitations, assistance may not be provided.

### **J. Other Reasons for Ineligibility**

- Caseworker is unable to determine the applicant's eligibility
- Applicant does not provide requested information or documentation.
- Information or documentation provided is inaccurate or incomplete.
- Caseworker is unable to verify information with third parties, as warranted.
- The applicant has received assistance through VEAP within the last 12 months.
- The assistance to be provided by VEAP is not adequate to resolve the emergency situation.
- The applicant has received assistance 3 (three) times during the lifetime of the program.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #8

September 15, 2015

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

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

**Title:** Adoption of Proposed Revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Candice M. Wilson, Director of Human Resources

**Fiscal Impact:**

This item does not have a fiscal impact.

**Staff Recommendation:**

Option #1: Adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #1).

## **Report and Discussion**

### **Background:**

To ensure that the annual performance evaluation process for the County Administrator is conducted in a fair and open manner, the Board adopted Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" on September 13, 2011. The Policy provides the process the Commissioners will follow in preparing and ratifying the County Administrator's annual evaluation, including the evaluation form and timelines.

On January 29, 2013, the Board revised the Policy to provide for the following: (1) the County Administrator would present the annual report at the first meeting in October, (2) the County Administrator evaluation form would be released immediately following distribution of the annual report; and, (3) the County Administrator's evaluation would be presented at the second meeting in October.

On January 27, 2015, the Board revised the Policy to provide for the following: (1) additional time for Commissioners to prepare the County Administrator's evaluation; (2) revisions to some of the evaluation categories to make them more relevant; and to remove criteria which Board members often could not rate individually, resulting in Commissioners assigning "NA's" to these criteria in prior evaluations (Attachment #2); and, (3) consideration that an online evaluation process is used, therefore reference to a signed copy is removed, as is the requirement that the County Administrator forward a copy of the completed evaluation to Human Resources. The previous Policy required, in relevant parts: (1) by October 1, a link to the online evaluation form would be released; and (2) by the Thursday following the first meeting in October, each Commissioner would complete and submit the evaluation form.

### **Analysis:**

In order to allow additional time for Commissioners to review the Annual Report prior to evaluating the County Administrator, a change to the evaluation timeline is recommended. The Annual Report will be distributed at the last meeting of the fiscal year (September 29<sup>th</sup>) instead of the first meeting of the new fiscal year. This change provides Commissioners two complete weeks to review and take into consideration the Annual Report prior to evaluating the County Administrator. The evaluation tool has been further revised to provide clarity and reflect the most up to date professional standards (Attachment #1, pages 3-5).

### **Options:**

1. Adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #1).
2. Do not adopt the proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process."
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"
2. Evaluation Criteria as revised on January 27, 2015

## **Board of County Commissioners Leon County, Florida**

### **Policy No. 11 - 6**

Title: County Administrator Performance Evaluation and Annual Reporting Process

Date Adopted: September 15, 2015

Effective Date: September 15, 2015

Reference: N/A

Policy Superseded: Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process," adopted September 13, 2011; revised January 29, 2013; revised January 27, 2015

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a revised policy entitled "County Administrator Performance Evaluation and Annual Reporting Process" be hereby adopted, to wit:

For the purpose of evaluating the performance of the County Administrator in a fair and open manner, the Board will annually follow the processes outlined in this policy. As part of this review, the County Administrator will be required to annually report the state of the County to the Board.

This policy is consistent with Florida Statutes 125.84 (1) that states the County Administrator will "Report annually or more often if necessary, to the board of commissioners and to the citizens on the state of the County, the work of the previous year, recommendations for action or programs for improvement of the County and the welfare of its residents."

The following process shall be used annually to effectuate this policy.

#### Annual Report

1. In September of each year, the County Administrator will prepare a report that provides a detailed analysis summarizing the state of the County ("the annual report").
2. The reporting period for the annual report will be based on the prior fiscal year.
3. The annual report will be presented for acceptance by the Board at the second regularly scheduled meeting in September of each year.
4. To maximize community involvement:
  - a. In addition to the Board of County Commissioners meeting, the annual report will be presented to at least two community meetings conducted outside of the Courthouse. The locations will be selected to maximize citizens' opportunity to participate.
  - b. Presentation of a summary of the annual report will be published in a newspaper of general circulation.

Performance Evaluation

5. An online process, by which each County Commissioners may complete and submit the County Administrator performance evaluation form, will be administered by Human Resources with MIS' technical support.
6. By no later than October 1 of each year, the Chairman will distribute the link to the online County Administrator performance evaluation form, included as part of this policy, to each of the Board members.
7. By no later than the Thursday following the first regularly scheduled meeting in October of each year, each individual Commissioner will complete and submit the County Administrator performance evaluation form. Each Commissioner is encouraged to meet with the County Administrator to discuss their individual evaluation.
8. The Chairman will review all of the evaluation forms and approve an appropriate merit percentage increase in accordance with the contract of the County Administrator.
9. The Human Resources Director will compile the individual evaluations into a summary document and prepare an agenda item containing the following: summary of evaluations, individual evaluations, and merit percentage increase.
10. The compilation of the County Administrator's evaluation will be presented at the second regularly scheduled meeting in October of each year for ratification by the Board of each Commissioner's individual evaluations and the merit percentage increase.

*Revised September 15, 2015*

**Leon County Board of County Commissioners  
Performance Evaluation**

**County Administrator**



This form shall be completed by each member of the Board to evaluate the County Administrator’s performance in each of the areas noted below. Performance levels can be noted based on the following scale:

- 5 – Excellent (almost always exceeds expectations and performs at very high standard)
- 4 – Above average (generally exceeds performance expectations)
- 3 – Satisfactory (meets performance expectations)
- 2 – Below average (generally does not meet performance expectations)
- 1 – Unsatisfactory (almost always fails to meet minimum performance expectations).

Each member of the Board should sign the form and forward it to the Chairman.

**EVALUATION PERIOD:** \_\_\_\_\_ **TO:** \_\_\_\_\_

<b>1. PROFESSIONAL SKILLS AND STATUS</b>	5	4	3	2	1
a. Knowledgeable of current developments affecting the management field and county governments.					
b. Respected in management profession.					
c. Has a capacity for and encourages innovation.					
d. Anticipates problems and develops effective approaches for solving them.					
e. Willing to try new ideas proposed by Board Members or staff.					
f. Interacts with the Board in a collegial and straightforward manner.					

<b>2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS</b>	5	4	3	2	1
a. Carries out directives of the Board as a whole rather than those of any one Board member.					
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.					
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.					
d. Responds to requests for information or assistance by the Board.					

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11 - 6

<b>3.</b>	<b>POLICY EXECUTION</b>	5	4	3	2	1
a.	Implements Board action in accordance with the intent of the Board.					
b.	Supports the actions of the Board after a decision has been reached, both inside and outside the organization.					
c.	Enforces County policies.					
d.	Understands County's laws and ordinances.					
e.	Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.					
f.	Professionally executes Board policies and programs through county workforce.					

<b>4.</b>	<b>REPORTING</b>	5	4	3	2	1
a.	Provides the Board with reports concerning matters of importance to the County.					
b.	Reports are accurate, comprehensive and produced in a timely manner.					
c.	Prepares an agenda which reflects accurate and timely policy analysis and offers sound recommendations.					
d.	Promotes transparency in the documents and affairs of the County government.					

<b>5.</b>	<b>SUPERVISION</b>	5	4	3	2	1
a.	Employs a professional, knowledgeable staff.					
b.	Maintains a healthy and productive organizational culture.					
c.	Employees are recognized for best practices in the industry.					
d.	Employees have training and professional growth opportunities within the organization					
e.	Encourages teamwork, innovation, and effective problem-solving among the staff members.					
f.	Institutes in employees a culture that is focused on customer service and responsible stewardship.					

<b>6.</b>	<b>FISCAL MANAGEMENT</b>	5	4	3	2	1
a.	Prepares a balanced budget to provide services at a level directed by the Board.					
b.	Makes the best possible use of available funds, to operate the County efficiently and effectively.					
c.	Prepares a budget which is well formatted.					
d.	Fiscal management reflects sound financial planning and controls.					
e.	Appropriately monitors and manages the fiscal activities of the organization.					

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11 - 6

7.	CITIZEN/COMMUNITY RELATIONS	5	4	3	2	1
a.	Responsive to complaints from citizens.	.				
b.	Demonstrates a dedication to service to the community and its citizens.					
c.	Skillful with the news media, avoiding political positions and partisanship.					
d.	Actively engages citizens in programs, events and initiatives to encourage citizenship and co-creation.					
e.	Willing to meet with members of the community to discuss their concerns.					
f.	Engages with community partners on local initiatives.					
g.	Avoids unnecessary controversy.					
h.	Respected as a community leader.					

Total All Points: \_\_\_\_\_ Divide Total by: 39 (# of categories) Average: \_\_\_\_\_

8. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefited from the Administrator's leadership)?

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9. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrator to improve these areas?

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10. Other comments?

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Leon County Board of County Commissioners Performance Evaluation

### County Administrator



This form shall be completed by each member of the Board to evaluate the County Administrator's performance in each of the areas noted below. Performance levels can be noted based on the following scale:

- 5 – Excellent (almost always exceeds expectations and performs at very high standard)
- 4 – Above average (generally exceeds performance expectations)
- 3 – Satisfactory (meets performance expectations)
- 2 – Below average (generally does not meet performance expectations)
- 1 – Unsatisfactory (almost always fails to meet minimum performance expectations).

Each member of the Board should sign the form and forward it to the Chairman.

**EVALUATION PERIOD:** \_\_\_\_\_ **TO:** \_\_\_\_\_

<b>1. PROFESSIONAL SKILLS AND STATUS</b>	5	4	3	2	1
a. Knowledgeable of current developments affecting the management field and affecting county governments.					
b. Respected in management profession.					
c. Has a capacity for and encourages innovation.					
d. Anticipates problems and develops effective approaches for solving them.					
e. Willing to try new ideas proposed by Board Members or staff.					
f. Interacts with BOCC in a direct and straightforward manner.					

<b>2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS</b>	5	4	3	2	1
a. Carries out directives of the Board as a whole rather than those of any one Board member.					
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.					
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.					
d. Responds to requests for information or assistance by the Board.					

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11 - 6

<b>3.</b>	<b>POLICY EXECUTION</b>	5	4	3	2	1
a.	Implements Board action in accordance with the intent of the Board.					
b.	Supports the actions of the Board after a decision has been reached, both inside and outside the organization.					
c.	Enforces County policies.					
d.	Understands County's laws and ordinances.					
e.	Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.					
f.	Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.					

<b>4.</b>	<b>REPORTING</b>	5	4	3	2	1
a.	Provides the Board with reports concerning matters of importance to the County.					
b.	Reports are accurate, comprehensive and produced in a timely manner.					
c.	Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.					
d.	Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny.					

<b>5.</b>	<b>CITIZEN RELATIONS</b>	5	4	3	2	1
a.	Responsive to complaints from citizens.					
b.	Demonstrates a dedication to service to the community and its citizens.					
c.	Skillful with the news media, avoiding political positions and partisanship.					
d.	Has the capacity to listen to others and to recognize their interests.					
e.	Willing to meet with members of the community to discuss their real concerns.					

<b>6.</b>	<b>STAFFING</b>	5	4	3	2	1
a.	Recruits and retains competent personnel for County positions.					
b.	Aware of staff weaknesses and works to improve their performance.					
c.	Accurately informed and concerned about employee relations.					
d.	Professionally manages the compensation and benefits plan.					
e.	Promotes training and development opportunities for employees at all levels of the organization.					

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11 - 6

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<b>7.</b>	<b>SUPERVISION</b>	5	4	3	2	1
a.	Employs a professional, knowledgeable staff.					
b.	Maintains a healthy and productive organizational culture.					
c.	Employees are recognized for best practices in the industry.					
d.	Employees have training and professional growth opportunities within the organization					
e.	Encourages teamwork, innovation, and effective problem-solving among the staff members.					
f.	Institutes in employees a culture that is focused on customer service and responsible stewardship.					

<b>8.</b>	<b>FISCAL MANAGEMENT</b>	5	4	3	2	1
a.	Prepares a balanced budget to provide services at a level directed by the Board.					
b.	Makes the best possible use of available funds, conscious of the need to operate the County efficiently and effectively.					
c.	Prepared budget is in an intelligent but readable format.					
d.	Possesses awareness of the importance of financial planning and control.					
e.	Appropriately monitors and manages the fiscal activities of the organization.					

<b>9.</b>	<b>COMMUNITY</b>	5	4	3	2	1
a.	Engages with community partners on local initiatives.					
b.	Avoids unnecessary controversies.					
c.	Respected as a community leader.					

**Total All Points:** \_\_\_\_\_

**Divide Total by:** \_\_\_\_\_ **44 (# of categories)**

**Average:** \_\_\_\_\_

**10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefited from the Administrator's leadership)?**

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**11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrator to improve these areas?**

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**12. Other comments?**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #9

September 15, 2015

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

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

**Title:** Approval of Payment of Bills and Vouchers Submitted for September 15, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 16 through September 28, 2015

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

**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 September 15, 2015, and pre-approve the payment of bills and vouchers for the period of September 16 through September 28, 2015.

Title: Approval of Payment of Bills and Vouchers Submitted for September 15, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 16 through September 28, 2015

September 15, 2015

Page 2

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### **Report and Discussion**

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval September 15, 2015 and pre-approval of payment of bills and vouchers for the period of September 16 through September 28, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the September 15, 2015 meeting, the morning of Monday, September 14, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third Tuesday in June, it is advisable for the Board to pre-approve payment of the County's bills for September 16 through September 28, 2015, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason 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 September 15, 2015, and pre-approve the payment of bills and vouchers for the period of September 16 through September 28, 2015.
2. Do not approve the payment of bills and vouchers submitted for September 15, 2015, and do not pre-approve the payment of bills and vouchers for September 16 through September 28, 2015.
3. Board direction.

### **Recommendation:**

Option #1.

VSL/AR/SR/cc

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #10

September 15, 2015

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

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

**Title:** Approval to Certify the Tax Collector's Recapitulation of the Property Tax Rolls for 2014

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Ryan P. Aamodt, Management Analyst

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve certification of the recapitulation of the Property Tax Roll for 2014 (Attachment #1), which entitles the Tax Collector to credit the tax assessment roll accordingly.

## **Report and Discussion**

### **Background:**

The Board is required to review and certify the Tax Collector's Recapitulation of the tax assessment roll for the previous year. Each year, a review of the recapitulation for the Board is made with recommendation for approval or denial.

### **Analysis:**

The Tax Collector is required to present a recapitulation of the tax roll for the previous year for approval by the Board. This recapitulation is the reconciling document, which balances the tax roll, after review, of errors, including insolvencies, double assessments, litigation discounts, penalties, and additions, which are discovered during the tax collection period.

### **Options:**

1. Approve certification of the recapitulation of the Property Tax Roll for 2014 (Attachment #1), which entitles the Tax Collector to credit the tax assessment roll accordingly.
2. Do not approve the recapitulation of the Property Tax Roll for 2014.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Tax Collector's Recapitulation of the Property Tax Roll for 2014

Metro 8, 1276 Metropolitan, Suite 102  
Cross Creek, 1210 Capital Circle, SE  
Lake Jackson, 3840 N. Monroe St, Suite 102  
Southside, 3477 S. Monroe St.  
Westside, 870-1 Blountstown Hwy.

[www.leontaxcollector.net](http://www.leontaxcollector.net)

**Mailing Address**

Post Office Box 1835  
Tallahassee, Florida 32302-1835  
(850) 606-4700

**Administrative Services**

Metro 8, 1276 Metropolitan Blvd., Suite 401



**MEMORANDUM**

**Hand Delivered**

**Date:** July 14, 2015  
**To:** Leon County Board of County Commissioners  
**From:** Alethea Jackson, Chief Deputy Tax Administration *aj*  
for Doris Maloy, Tax Collector  
**Subject:** Property Tax Roll for 2014

Attached are the following:

1. One signed copy of the Recapitulation of E & I List for the 2014 Tax Roll. Please have both copies signed by **all** Commissioners and **return one copy to our office.**
2. One signed copy of overall Tax Collector's Recapitulation of the Tax Roll for 2014.
3. One signed copy of the Tax Collector's Recapitulation of County Taxes for 2014.
4. One signed copy of Recapitulation for Storm Water Fees for 2014.
5. One signed copy of Recapitulation for Solid Waste Fees for 2014.
6. One signed copy of Recapitulation for Leon County Road Paving Fees for 2014.
7. One signed copy of Recapitulation for EMS MSTU Fees for 2014.
8. One signed copy of Recapitulation for Sewer Fees for 2014.
9. One signed copy of Recapitulation for Fire Service Fees for 2014.
10. Error and Insolvencies Report (delivered by email to Scott Ross).

Please acknowledge receipt of the documents listed by signing at the place indicated below:

RECEIVED IN THE OFFICE OF THE BOARD OF COUNTY COMMISSIONERS THIS  
14<sup>th</sup> DAY OF JULY, 2015 BY *Heidemarie Smith*  
Print Name

# Instructions

## To Tax Collectors:

- (1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
- (2) Do not list any item without showing the reason or code in the right-hand marginal column.
- (3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
- (4) On exemptions specify whether widow, veteran, homestead, disability, etc.

# Recapitulation

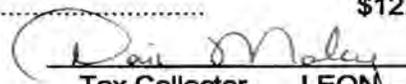
I, **DORIS MALOY**, Tax Collector of **LEON** County, Florida, hereby certify that the within and foregoing is a true list of all, **ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS** and **DISCOUNTS** on the Assessment Roll for the year **2014**; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the **2014** Assessment Roll in the following amounts:

Errors.....	\$1,587,079.26
Insolvencies.....	\$ .00
Double Assessments.....	\$ .00
Discounts.....	\$9,930,187.04
Federal Bankruptcies.....	\$338,853.63
Warrants Pending .....	\$266,297.58
County Certificates .....	\$673,230.00
Others: (Specify) .....	

Total..... **\$12,795,647.51**

Dated this the 14th day of July, 2015 year

  
Tax Collector, **LEON** County

To County Commissioners: Read carefully the certificate below before signing.

# Recapitulation

We, the undersigned members of the Board of County Commissioners in and for the County of **LEON** Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from the list and made a separate list of such items which in our judgement should be collected by the Tax Collector, that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. **DORIS MALOY**

Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors.....	\$1,587,079.26
Insolvencies.....	\$ .00
Double Assessments.....	\$ .00
Discounts.....	\$9,930,187.04
Federal Bankruptcies.....	\$338,853.63
Warrants Pending .....	\$266,297.58
County Certificates .....	\$673,230.00
Others: (Specify) .....	

Total..... **\$12,795,647.51**

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_

_____	_____
Member	Chairman
_____	_____
Member	Member
_____	_____
Member	Member
_____	_____
Clerk - Attest	Member

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES	
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, CENTRALLY	PERSONAL ASS.
<b>DEBITS:</b>								
1	TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER							
	232,096,402.99	15,944,721.96	180,625.61	32,004,044.06	2,590,639.00	20,566.02	282,836,999.64	
2	PLUS ADDITIONS TO THE ROLL E & I							
	12,286.25	4,775.54	.00	1,276.07	904.23	.00	19,242.09	
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR							
	.00	.00	.00	.00	.00	.00	.00	
4	PENALTIES COLLECTED ON CURRENT ROLL							
	.00	.00	.00	.00	.00	.00	.00	
5	TOTAL TAXES LEVIED ON TAX ROLL							
	232,108,689.24	15,949,497.50	180,625.61	32,005,320.13	2,591,543.23	20,566.02	282,856,241.73	
<b>CREDITS:</b>								
6	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE							
	222,284,254.51	14,934,575.14	173,395.44	30,612,948.93	2,415,181.62	19,742.78	270,440,098.42	
7	DISCOUNTS ALLOWED							
	8,121,641.64	579,556.59	7,222.93	1,128,701.26	92,242.15	822.47	9,930,187.04	
8	TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)							
	230,405,896.15	15,514,131.73	180,618.37	31,741,650.19	2,507,423.77	20,565.25	280,370,285.46	
9	WARRANTS PENDING							
	.00	222,991.09	.00	.00	43,306.49	.00	266,297.58	
10	COUNTY TAX SALE CERTIFICATES HELD							
	628,360.38	.00	.00	44,869.62	.00	.00	673,230.00	
11	ERRORS AND INSOLVENCIES							
	1,113,165.66	210,276.35	7.24	222,852.19	40,777.05	.77	1,587,079.26	
12	UNCOLLECTED TAXES DUE TO PENDING LITIGATION							
	296,649.94	4,200.35	.00	37,590.84	412.50	.00	338,853.63	
13	PENALTIES AND INTEREST ON WARRANTS							
	335,382.89	2,102.02	.00	41,642.71	376.58	.00	379,504.20	
14	OVER(-) OR UNDER(+) COLLECTED							
	.00	.00	.00	.00	.00	.00	.00	
15	TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)							
	232,108,689.24	15,949,497.50	180,625.61	32,005,320.13	2,591,543.23	20,566.02	282,856,241.73	

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.  
DATED: 7/14/2015 SIGNATURE: [Signature], TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015 FINAL FOR FUNDING AGENCY CODE A100 STORM WATER

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

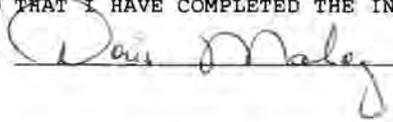
DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	3,473,440.28
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	3,473,440.28

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	3,308,569.77
6	DISCOUNTS ALLOWED	114,129.75
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	3,422,699.52
8	COUNTY TAX SALE CERTIFICATES HELD	37,421.32
9	ERRORS AND INSOLVENCIES	8,206.84
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	5,112.60
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	3,473,440.28

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE: , TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015 FINAL FOR FUNDING AGENCY CODE A200 SOLID WASTE FEE

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

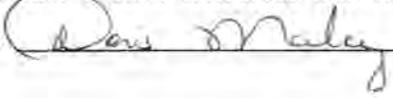
DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,538,040.00
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,538,040.00

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,462,839.78
6	DISCOUNTS ALLOWED	48,953.04
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,511,792.82
8	COUNTY TAX SALE CERTIFICATES HELD	21,406.08
9	ERRORS AND INSOLVENCIES	1,920.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	2,921.10
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,538,040.00

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE: , TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015 FINAL FOR FUNDING AGENCY CODE A300 STREET PAVING

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

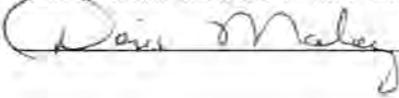
DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	334,574.32
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	334,574.32

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	283,867.38
6	DISCOUNTS ALLOWED	7,893.84
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	291,761.22
8	COUNTY TAX SALE CERTIFICATES HELD	36,949.51
9	ERRORS AND INSOLVENCIES	3,909.06
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	1,954.53
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	334,574.32

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE: , TAX COLLECTOR

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED	REAL, PERSONAL CENTRALLY ASS.
<b>DEBITS:</b>							
1 TAXES LEVIED AS CERTIFIED TO DEPT OF REV. BY PROP APPRAISER							
	6,500,585.15	490,988.60	5,562.01	.00	.00	.00	6,997,135.76
2 PLUS ADDITIONS TO THE ROLL E & I	407.13	123.41	.00	.00	.00	.00	530.54
3 LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00	.00	.00	.00	.00	.00	.00
4 PENALTIES COLLECTED ON CURRENT ROLL	.00	.00	.00	.00	.00	.00	.00
5 TOTAL TAXES LEVIED ON TAX ROLL	6,500,992.28	491,112.01	5,562.01	.00	.00	.00	6,997,666.30
<b>CREDITS:</b>							
6 TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE							
	6,226,132.16	459,882.20	5,339.38	.00	.00	.00	6,691,353.74
7 DISCOUNTS ALLOWED	227,659.04	17,846.81	222.41	.00	.00	.00	245,728.26
8 TOTAL CASH CREDITS ON COLLECTIONS (6 + 7)	6,453,791.20	477,729.01	5,561.79	.00	.00	.00	6,937,082.00
9 WARRANTS PENDING	.00	6,867.26	.00	.00	.00	.00	6,867.26
10 COUNTY TAX SALE CERTIFICATES HELD	15,225.66	.00	.00	.00	.00	.00	15,225.66
11 ERRORS AND INSOLVENCIES	33,026.04	6,451.17	.22	.00	.00	.00	39,477.43
12 UNCOLLECTED TAXES DUE TO PENDING LITIGATION	8,228.10	129.34	.00	.00	.00	.00	8,357.44
13 PENALTIES AND INTEREST ON WARRANTS	9,278.72	64.77	.00	.00	.00	.00	9,343.49
14 OVER(-) OR UNDER(+) COLLECTED	.00	.00	.00	.00	.00	.00	.00
15 TOTAL CREDITS (LINES 5 & 15 SHOULD BALANCE)	6,500,992.28	491,112.01	5,562.01	.00	.00	.00	6,997,666.30

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.  
DATED: 7/14/2015 SIGNATURE: *David Maly*, TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015 FINAL FOR FUNDING AGENCY CODE A400 COUNTY SEWER  
EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

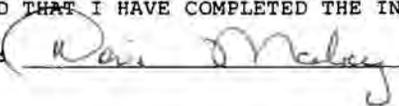
DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	2,984.34
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	2,984.34

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	2,879.90
6	DISCOUNTS ALLOWED	104.44
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	2,984.34
8	COUNTY TAX SALE CERTIFICATES HELD	.00
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	.00
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	2,984.34

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE:  TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015 FINAL FOR FUNDING AGENCY CODE A500 COUNTY SEWER MAINT F164  
EVERY SPACE MUST BE FILLED IN. NON-ADVALOREM ASSESSMENT  
WHERE THERE ARE SPACES THAT SEC. 197.3632  
ARE NOT APPLICABLE WRITE (NONE)

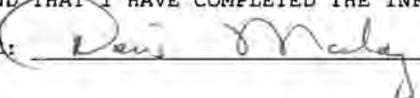
DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	236,668.17
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	236,668.17

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	227,805.10
6	DISCOUNTS ALLOWED	8,504.21
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	236,309.31
8	COUNTY TAX SALE CERTIFICATES HELD	179.43
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	179.43
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	236,668.17

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE: , TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015 FINAL FOR FUNDING AGENCY CODE A800 COUNTY FIRE SERVICE

EVERY SPACE MUST BE FILLED IN,  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	1,829,824.48
2	PLUS ADDITIONS TO THE ROLL E & I	.00
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	1,829,824.48

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	1,730,169.76
6	DISCOUNTS ALLOWED	52,652.07
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	1,782,821.83
8	COUNTY TAX SALE CERTIFICATES HELD	31,990.50
9	ERRORS AND INSOLVENCIES	7,405.50
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	7,606.65
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	1,829,824.48

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE: , TAX COLLECTOR

DR-503 FINAL 2014 TAX COLLECTOR'S RECAPITULATION OF NON-AD VALOREM ASSESSMENTS LEVIED  
FOR LEON COUNTY , FLORIDA

DATE 07/06/2015

FINAL FOR FUNDING AGENCY CODE A900 COUNTY FIRE SERVICE DELQ

EVERY SPACE MUST BE FILLED IN.  
WHERE THERE ARE SPACES THAT  
ARE NOT APPLICABLE WRITE (NONE)

NON-ADVALOREM ASSESSMENT  
SEC. 197.3632

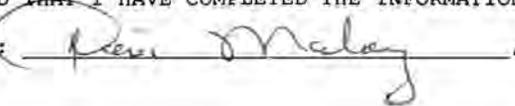
DEBITS:

1	AMOUNT LEVIED AS CERTIFIED TO TAX COLLECTOR BY LOCAL GOVERNMENT BOARD	.00
2	PLUS ADDITIONS TO THE ROLL E & I	362.25
3	LESS SUBTRACTIONS FROM ROLL INCLUDING ROUNDING ERROR	.00
4	TOTAL TAXES LEVIED ON TAX ROLL	362.25

CREDITS:

5	TOTAL MONIES COLLECTED INCLUDING INDIVIDUAL SALE CERTIFICATE	347.76
6	DISCOUNTS ALLOWED	14.49
7	TOTAL CASH CREDITS ON COLLECTIONS (5 + 6)	362.25
8	COUNTY TAX SALE CERTIFICATES HELD	.00
9	ERRORS AND INSOLVENCIES	.00
10	UNCOLLECTED TAXES DUE TO PENDING LITIGATION	.00
11	OVER(-) OR UNDER(+) COLLECTED	.00
12	TOTAL CREDITS (LINES 4 & 12 SHOULD BALANCE)	362.25

I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE COMPLETED THE INFORMATION REQUIREMENTS OF THIS FORM.

DATED: 7/14/2015 SIGNATURE: , TAX COLLECTOR

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

September 15, 2015

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

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

**Title:** Approval to Submit Two 2015 Edward Byrne Memorial Justice Assistance Grants to the Florida Department of Law Enforcement and Approval of the Memorandum of Understanding Between Leon County and the City of Tallahassee on Allocation of U.S. Department of Justice's Justice Assistance Grants Funding

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Don Lanham, Grants Program Coordinator

**Fiscal Impact:**

This item is associated with three grants. It requests approval of the two County Justice Assistance Grants (JAG) applications submitted to the Florida Department of Law Enforcement (FDLE) totaling \$95,227. Additionally, this item requests approval of a Memorandum of Understanding with the City of Tallahassee that approves the allocation of the \$128,220 U.S. Department of Justice JAG funding.

**Staff Recommendation:**

Option #1: Approve the submittal of two 2015 Edward Byrne Memorial Justice Assistance Grants to the Florida Department of Law Enforcement.

Option #2: Approve the Memorandum of Understanding between Leon County and the City of Tallahassee concerning the allocation of the U.S. Department of Justice's Justice Assistance Grant (Attachment #1), and authorize the County Administrator to execute

## Report and Discussion

### **Background:**

Annually, the U.S. Department of Justice (USDOJ) funding has been passed through to both Leon County and the City of Tallahassee. It is distributed through a direct grant from the USDOJ and Federal pass-thru grant managed by the Florida Department of Law Enforcement (FDLE). Traditionally, the proposed distribution of funding between the County and the City has been the result of negotiations between the County, the Leon County Sheriff's Office (LCSO), and the Tallahassee Police Department (TPD). The City has submitted the USDOJ JAG application, and the County submitted the two FDLE JAG applications on the due date of September 4<sup>th</sup>.

Unlike previous years, the announcements of availability of funding for these two programs were sequential with the USDOJ JAG being due prior to the announcement of the FDLE JAG funds allocated to Leon County. The TPD has submitted an application to the USDOJ, which is contingent upon the County and the City executing the attached Memorandum of Understanding (Attachment #1).

The County was notified of the funds available through the 2015 JAG cycle after the July 7<sup>th</sup> County Commission meeting had occurred and was required to submit the application by no later than September 4<sup>th</sup>. Previously the County was able to submit one application containing both the Drug and Alcohol Program and the Law Enforcement Equipment Program. This year FDLE required a separate application for each program.

### **Analysis:**

In accordance with JAG program requirements, staffs from Leon County and the City of Tallahassee have developed the proposed distribution of funding for both the FDLE JAG and the USDOJ JAG. The TPD will act as the administrative agency for the USDOJ grant while the Office of Intervention and Detention Alternatives will do so for the FDLE JAG. The following tables show the proposed distribution of the funding for the two grants.

<b>U.S. Department of Justice – Justice Assistance Grant</b>	
<b>Allocation</b>	<b>Funding Level</b>
▪ Juvenile Assessment Center	\$70,000
▪ Leon County Sheriff's Office Equipment	\$22,406
▪ Tallahassee Police Department	\$35,814
<b>Total Allocation</b>	<b>\$128,220</b>

<b>Florida Department of Law Enforcement – Justice Assistance Grant</b>	
<b>Allocation</b>	<b>Funding Level</b>
▪ Leon County Enhanced Pretrial/DATP Programs	\$38,356
▪ Leon County Sheriff's Office Equipment	\$56,871
<b>Total Allocation</b>	<b>\$95,227</b>

Funding for the designated programs would be used to accomplish the following:

**1. Leon County DATP Programs (County funding) (\$38,356)**

Continuation of the Leon County on-site drug and alcohol testing program position. The third staff position will be continued with this program. This employee verifies test results and the accurate recording of same to insure the integrity of this process, which the courts rely upon to determine an offender's compliance with imposed drug and alcohol conditions.

**2. Juvenile Assessment Center (City funding) (\$70,000)**

The Tallahassee/Leon County Juvenile Assessment Center (JAC) is the cornerstone of our community's juvenile justice system. The JAC consists of three primary services - criminal booking for all arrested juveniles, screening for appropriate social/human services referral, and civil citation coordination. Since inception of the partnership effort in 1994, the JAC has been administered by DISC Village with a steering committee that provides policy oversight. In addition, the steering committee enhances coordination and cooperation among all participating agencies and enables our community to effectively respond to juvenile crime and delinquency. The funding being requested through the Justice Assistance Grant will be used to pay a percentage of the actual salary and benefits for all the correctional officers with the balance of the funds contributed by the City of Tallahassee and Leon County.

**3. Leon County Sheriff's Office Equipment (City/County funding) (\$79,277)**

- Laptops for the Criminal Investigation Bureau (\$22,406)
- Storage Area Network (SAN) and Digital Forensics Application Server (\$56,871)

**4. Tallahassee Police Department (City funding) (\$35,814)**

TPD plans to purchase the following equipment:

- Digital cameras - Forensic Unit
- Easy Drift Driver Training System for defensive driving tactics training
- Software module -Property & Evidence Unit
- Smart phones - Criminal Investigation supervisors
- Computer tablets - Drug Interdiction Unit

**Options:**

1. Approve the submittal of two 2015 Edward Byrne Memorial Justice Assistance Grants (JAG) to the Florida Department of Law Enforcement.
2. Approve the Memorandum of Understanding between Leon County and the City of Tallahassee concerning the allocation of the U.S. Department of Justice's Justice Assistance Grant (Attachment #1), and authorize the County Administrator to execute
3. Do not approve the submittal of two 2015 Justice Assistance Grants (JAG) to the Florida Department of Law Enforcement
4. Do not approve the Memorandum of Understanding between Leon County and the City of Tallahassee concerning the allocation of the U.S. Department of Justice's Justice Assistance Grant
5. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachment:**

1. Memorandum of Understanding between Leon County and the City of Tallahassee

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as the CITY, and Leon County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

WHEREAS, the CITY and COUNTY have applied for and expect to receive an award of funds from a Justice Assistance Grant, hereafter referred to as JAG, based on Grant Application 2015-H2541-FL-DJ, which was authorized for funding by the U. S. Department of Justice; and

WHEREAS, the CITY and COUNTY, following JAG program requirements, have approved the allocation of the approved grant award in the amount of \$128,220; and

WHEREAS, the CITY and COUNTY find that the division of responsibilities for the performance of this Agreement is in the best interests of both parties and that the division of costs fairly compensates each party.

NOW, THEREFORE, for valuable consideration and mutual promises between the parties hereto, it is agreed as follows:

### **1. Program Coordination and Funding Allocation**

The CITY agrees to act as the administrative agency for the FY15 JAG. In this capacity the CITY will receive all funding from the U.S. Department of Justice and be responsible for completing and submitting all financial and performance reports required by the JAG program.

In recognition of the CITY's agreement to act as the FY15 JAG administrative agency, both the CITY and the COUNTY agree that all interest earnings generated through the FY15 JAG award will be allocated to the CITY.

Funds awarded pursuant to JAG Grant Application 2015-H2541-FL-DJ will be allocated as follows:

<b>PROGRAM</b>	<b>FEDERAL FUNDING</b>
<b>DISC Village, Inc.</b>	
Juvenile Assessment Center Booking Unit	\$70,000
<b>City of Tallahassee</b>	
Law Enforcement Equipment	\$35,814
<b>Leon County</b>	
Law Enforcement Equipment	\$22,406
<b>Total</b>	<b>\$128,220</b>

**GMS Application: 2015-H2541-FL-DJ**

Funding for the designated programs will be used to accomplish the following:

- *Juvenile Assessment Center Booking Unit* – DISC Village, Inc. will utilize JAG award funds to support salary and benefit expenses for the Juvenile Assessment Center. (\$70,000)
- *City of Tallahassee* –Tallahassee Police Department will utilize JAG award funds to purchase digital cameras, an Easy Drift Driver Training System, a Property & Evidence disposition software module, smart phones with cellular service for one year, and computer tablets with cellular service for one year. (\$35,814)
- *Leon County* –Leon County Sheriff’s Office will utilize JAG award funds to purchase laptop computers. (\$22,406)

**2. Time of Performance**

This Agreement will be effective from October 1, 2015, through September 30, 2018.

**3. Amount and Method of Payment**

The CITY agrees to establish an interest bearing trust fund for the deposit of JAG funds and will ensure that funds from any award under the JAG are not commingled with funds from any other source.

The CITY agrees to reimburse the COUNTY the sum of \$22,406. The CITY agrees to reimburse the COUNTY within twenty (20) working days after receipt of a reimbursement request. The COUNTY shall submit quarterly reimbursement requests to the Tallahassee Police Department no later than thirty (30) calendar days following the end of each quarter in which expenditures occurred. Said requests shall contain a detailed description of each line item expenditure incurred during the reporting period, shall be accompanied by supporting documentation, and shall be signed by the appropriate authorized representative.

The CITY reserves the right to deny approval of a reimbursement request, or any portion thereof, if the request is inconsistent with the type of expenditure listed in Paragraph 1, Program Coordination and Funding Allocation, if documentation in support of the expenditure is insufficient, or if the amount requested exceeds the amount of funds budgeted.

**4. Special Conditions**

In accordance with the provisions of this grant award pursuant to Grant Application 2015-H2541-FL-DJ, the CITY and the COUNTY shall comply with all terms, conditions, and procedures of any special condition(s) included as part of the grant award, as required by the U.S. Department of Justice and the JAG program.

**5. Records and Reporting**

The CITY shall be required to maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by the CITY. The CITY’s records shall be subject to review by the U.S. Department of Justice as stipulated in the provisions of the JAG grant award.

**GMS Application: 2015-H2541-FL-DJ**

The COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by them under this Agreement. The COUNTY's records referred to in the preceding sentence shall be subject to inspection by the CITY, or its designee, at all reasonable times. The COUNTY shall preserve and make the above-referenced records available to the CITY, if requested, for a minimum of three (3) years following the closure of the CITY's most recent audit report of JAG funds received pursuant to Grant Application 2015-H2541-FL-DJ.

The COUNTY shall make quarterly programmatic reports to the CITY no later than thirty (30) calendar days following the end of the quarter which is the subject of the report. The programmatic reports shall reflect the progress made during the reporting period toward accomplishing the goals outlined in Paragraph 1 of this Agreement.

The CITY shall submit programmatic and financial reports to the U.S. Department of Justice in accordance with JAG grant provisions.

**6. Audit Requirements**

The parties shall be subject to audit requirements per the grant awarded by the U.S. Department of Justice subsequent to Grant Application 2015-H2541-FL-DJ.

If the COUNTY expends less than \$500,000 in a fiscal year from CITY awards, it is exempt from CITY audit requirements for that year. If the COUNTY expends \$500,000 or more in a fiscal year from CITY, State, and Federal awards, an independent public accountant shall be employed to conduct a financial compliance audit of its records. In addition to the above, the COUNTY shall provide the Tallahassee Police Department and the City Auditor, for their review, a copy of any audit received as a result of the COUNTY's policy; US Office of Management and Budget Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the Tallahassee Police Department and the City Auditor within 30 days of receipt of each issued report.

The CITY reserves the right to conduct a financial or program audit of all records related to this Agreement. An audit by the CITY, as referenced above, may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

**7. Amendments**

The CITY and the COUNTY may desire changes in the scope of work or services to be provided under this Agreement. Such changes, including any increases or decreases in funding which are mutually agreed upon, shall be incorporated in written amendments to this Agreement. Only such written amendments shall be valid and binding on the parties.

**8. Termination**

This Agreement may not be terminated by any party after it has been submitted to the U. S. Department of Justice as part of JAG Grant Application 2015-H2541-FL-DJ.

**9. Assignment and Binding Effect**

The COUNTY shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of all parties to this Agreement. The CITY and the COUNTY each bind itself and its partners, successors, legal representatives, and assigns to such other party, in respect to all covenants of this Agreement.

**10. Attorney Fees**

Nothing in this Agreement shall be construed to deny any party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

**11. Indemnification**

To the extent permitted by law, each party hereto agrees that it shall be solely responsible for the negligent and wrongful acts of its employees, officers and agents. However, nothing shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of the parties beyond such limits.

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**GMS Application: 2015-H2541-FL-DJ**

IN WITNESS THEREOF, the CITY and the COUNTY have executed this Agreement as of the date first above written.

CITY OF TALLAHASSEE

LEON COUNTY

\_\_\_\_\_  
Anita Favors Thompson  
City Manager

\_\_\_\_\_  
Vincent S. Long  
County Administrator

ATTEST:

ATTEST:

\_\_\_\_\_  
James O. Cooke, IV  
City Treasurer-Clerk

\_\_\_\_\_  
Robert B. Inzer  
Clerk of the Court

APPROVED AS TO FORM

APPROVED AS TO FORM:

\_\_\_\_\_  
Lewis E. Shelley, Esq.  
City Attorney

\_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #12

September 15, 2015

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

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

**Title:** Approval to Allocate Funds for Fiscal Year 2014/15 to the Leon County School Board for the Leon County Expanded Driver's Education Program and Approval of Agreement with Leon County Schools for Fiscal Year 2015/16

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Wanda Hunter, Director, Office of Intervention and Detention Alternatives

**Fiscal Impact:**

This item has been budgeted and funds are available in accordance with County Ordinance No. 02-20.

**Staff Recommendation:**

- Option #1: Approve the allocation of 100% of fiscal year 2014/15 Dori Slosberg funds to Leon County School Board for the 2015/16 school year's Expanded Driver's Education Program.
- Option #2: Approve the Agreement with Leon County School Board for Fiscal Year 2015/16 Leon County Expanded Driver's Education Program (Attachment #1), and authorize the County Administrator to execute.
- Option #3: Approve the FY 2014/15 Summary Report and FY 2015/16 Doris Slosberg Fund Proposals (Attachment #2).

## **Report and Discussion**

### **Background:**

On September 24, 2002, the Board adopted Ordinance No. 02-20 providing for an additional \$3.00 civil traffic penalty in Leon County, effective October 1, 2002. The purpose of the additional funds is to support expanded driver's education programs in public and nonpublic school in accordance with the "Dori Slosberg Driver Education Safety Act."

Since FY 2002/03, the Board has contracted with the Leon County School Board (LCSB) for expanded driver's education services. The following analysis provides a Summary Report of how FY 2013/14 funds were used for driver's education instruction in the 2014/15 school year and the LCSB's goals for use of the funds in the 2015/16 school year (Attachment #2).

### **Analysis:**

#### **Summary Report for FY 2014/15 from Leon County Schools**

During FY 2014/15, Leon County Board of County Commissioners awarded Leon County Schools \$104,500 from the 2013/14 Dori Slosberg funds for "behind the wheel" driver's education instruction. Leon County Schools used the money to employ one full time and one part time certified driver's education instructor, who rotated on a daily basis among the public high schools (Chiles, Godby, Leon, Lincoln, Richards, and S.A.I.L.), providing driving instruction. The person who assisted with instruction in a part time capacity retired prior to the end of the school year, leaving a fund balance of \$15,000. There are no plans to replace the part-time instructor in the 15/16 contract year. A total of 742 students received on the road driving experience and, as a result of that instruction, the Florida Department of Motor Vehicles granted operator license waivers to 687 students - 92% of those who participated in road driving instruction. Each student received an average of 70 minutes of on the road experience in addition to classroom instruction.

#### **Proposed Use of Funds for FY 2015/16 Contract**

A total of \$ 87,305 is available through Dori Slosberg funds for the Leon County School's 2015/16 Driver's Education Program. Leon County Schools has proposed using the funds to employ only one full time certified driver's education instructor this year. The one full time employee will assist with on the road driving experience at the six public high schools: Chiles, Godby, Leon, Lincoln, Rickards, and S.A.I.L. Additionally, the funds would be used to assist with maintenance of the driver's education vehicles and provide for the purchase of additional materials for the students' on the road driving experiences. An Agreement outlining the terms and conditions of the School Board's use of these funds approved in form by both the County and School Board Attorneys is included as Attachment #1.

Title: Approval to Allocate Funds for Fiscal Year 2014/15 to the Leon County School Board for the Leon County Expanded Driver's Education Program and Approval of Agreement with Leon County Schools for Fiscal Year 2015/16

September 15, 2015

Page 3

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**Options:**

1. Approve the allocation of 100% of fiscal year 2014/15 Doris Slosberg funds to Leon County School Board for the 2015/16 school year's Expanded Driver's Education Program.
2. Approve the Agreement with Leon County School Board for Fiscal Year 2015/16 Leon County Expanded Driver's Education Program (Attachment #1), and authorize the County Administrator to execute.
3. Approve the 2014/15 Summary Report and FY 2015/16 Doris Slosberg Fund Proposals (Attachment #2).
4. Board direction.

**Recommendation:**

Options #1, #2, and #3.

**Attachments:**

1. Fiscal Year 2014-2015 Leon County Expanded Driver's Education Agreement
2. 2014-2015 Summary Report and 2015-2016 Doris Slosberg Fund Proposals

*VSL/Dept. Director/Division Director/writer/typist*

## **Fiscal Year 2014-2015 Leon County Expanded Driver's Education Agreement**

This Agreement dated this 16<sup>th</sup> day of September, 2015, by and between LEON COUNTY ("County"), a political subdivision of the State of Florida, and LEON COUNTY SCHOOL BOARD, hereinafter referred to as the "School Board."

WHEREAS, the County has identified the need to further the provision of driver's education for Leon County citizens; and

WHEREAS, the County adopted Ordinance No. 02-20 on September 24, 2002, providing for an additional \$3.00 civil traffic penalty to fund traffic education programs in public and non-public schools; and

WHEREAS, the County has recommended funding to the Leon County School Board, as set forth in this document; and

NOW THEREFORE, for and in consideration of the following, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Section 1: Clients To Be Served.

Eligibility for services under this Agreement shall be limited to residents of Leon County. Proof of residency shall be established by the School Board and documentation of residency shall be maintained by the School Board. Funding from this program shall be made available for driver education programs in both public and nonpublic schools.

### Section 2: Services To Be Offered by School Board.

Funds shall primarily be used to fund the salary for two full-time instructional positions to provide behind-the-wheel instruction for driver education programming on a daily basis. These positions shall provide instruction in all participating schools and shall be dedicated solely to the instruction of the driver education program and associated duties. Remaining budgeted funds may be used for the maintenance of the School Board's fleet of vehicles used for driver education instruction, and to purchase classroom driver education materials.

### Section 3: Budget.

At the Board of County Commissioners' regular meeting held on September 15, 2015, the Board approved the allocation of \$87,305 to the School Board for the 2015-2016 school year to provide driver education instruction pursuant to Ordinance No. 02-20. Notwithstanding the aforementioned, the performance of the County's obligations under this Agreement shall be subject to and contingent upon the availability of such lawfully expendable funds.

Section 4: Payment.

Not later than October 16, 2015, the County shall remit payment to the Leon County School Board in the amount of \$87, 305.00.

Section 5: Reports.

The School Board shall submit a comprehensive final (annual) report to the County that provides a detailed summary of all expenditures made and clients served utilizing the funds remitted to the School Board pursuant to this Agreement. This annual report shall detail the outcomes experienced from this program and the volume and types of services performed in the reporting year. This report shall be due to the County Administrator or his designee by July 1, 2016.

Section 6: Audits, Records, and Records Retention.

The School Board agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with the 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, time sheets, 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 the Agreement and at the request of the County, the School Board 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 Section 6, paragraph 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. Persons duly authorized by the County, as well as federal auditors, pursuant to 45 C.F.R., Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 7: Monitoring.

The School Board agrees:

A. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the School Board which are relevant to this Agreement, and interview any clients and employees of the School Board to assure the County of satisfactory performance of the terms and conditions of this Agreement.

B. Following any such evaluation by the County, the County will deliver to the School Board a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The School Board will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The School Board's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the School Board being deemed in breach or default of this contract; (b) the withholding of payments to the School Board by the County; and, (c) the termination of this Agreement for cause.

Section 8: Termination.

A. The County may terminate this Agreement without cause, by giving the School Board thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give the School Board such thirty (30) day written notice if, in the sole opinion of the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the School Board.

B. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the School Board or due to the discovery of noncompliance with any item detailed within this Agreement.

Section 9: Liability Limitation.

Each party hereto agrees that it shall be responsible for the negligent or wrongful acts or omissions of its employees in accordance with Florida law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth Florida law, including Section 768.28, Florida Statutes.

Section 10: 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 School Board to deviate from the requirements of the Agreement, School Board shall obtain the prior written consent of the County. The parties agree to renegotiate if amendments to this Agreement become necessary in order to comply with applicable laws, regulations, or amendments to applicable laws or regulations.

Section 11: Construction.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 12: Status.

The School Board at all times relevant to this Agreement shall be an independent contractor and in no event shall the School Board nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 13: Assignments.

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the County, nor shall the School Board assign any monies due or to become due to it hereunder without the prior written consent of the County.

Section 14: Public Entity Crimes Certification.

The School Board hereby certifies, pursuant to §287.133, Florida Statutes, that neither the School Board nor its agents have been convicted of a public entity crime. Violation by the School Board or its agents of §287.133, Florida Statutes, shall be grounds for cancellation of this Agreement by Leon County.

Section 15: Dori Slosberg Driver Education Safety Act Compliance Statement

The School Board hereby certifies that it shall comply with the provisions of §318.1215, Florida Statutes (2014) requiring that at least thirty percent (30%) of students' instruction time during the invoice period was utilized for behind-the-wheel training.

Section 16: School Board's Responsibility.

It shall be the sole responsibility of the School Board to comply with all applicable Federal, State, County and City statutes, codes, ordinances, rules and regulations in the performance of the School Board's obligations under this Agreement.

Section 17: Term

This Agreement shall commence upon full execution hereof, and terminate on August 8, 2016, unless terminated sooner pursuant to the provisions of Section 8 herein.

WHEREETO, the parties have set their official hands and seals effective the date whereon the last party executes said Agreement.

**SCHOOL BOARD OF LEON COUNTY,  
FLORIDA**

ATTESTED BY:  
Clerk for School Board of Leon County,  
Florida

By: \_\_\_\_\_  
Its Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Attorney for the School Board of Leon County,  
Florida

By: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Vincent S. Long, County Administrator

Date: \_\_\_\_\_

ATTESTED BY:  
Bob Inzer, Clerk of the Court and Comptroller

By: \_\_\_\_\_  
Bob Inzer, Clerk

APPROVED AS TO FORM:  
County Attorney's Office

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

# 2015-2016 Dori Slosberg Fund Proposals

## Leon County Schools Goals:

1. Leon County Schools will employ 1 full time certified driver's education instructor and 1 part-time certified driver's education teacher. These employee's will conduct on the road driving experiences at (6) public high schools.
2. We will use Slosberg funds to assist with the up-keep and maintenance of the current fleet of driver education vehicles.
3. We will purchase additional materials for student on the road driving experiences. We will purchase as many materials as funding will allow.

## 2014-2015 Summary Report

### Summary of Expenditures:

Leon County Board of Commissioners awarded Leon County Schools \$105,500.00 from the Dori Slosberg funds for behind the wheel driver's education instruction. Leon County used these funds to hire (1) one on the road driving instructor to rotate on a daily basis among six (6) public high schools (Chiles, Godby, Leon, Lincoln, Rickards, and S.A.I.L.). These funds were also used to purchase needed materials for instruction, and to assist with vehicle maintenance.

Expenditures are as follows:

• Teachers annual salary (including benefits)	\$88,122.72
• Materials, maintenance , and supplies	\$2,377.28
• Fund Balance for 2014-15	\$15,000.00
<b>TOTAL =</b>	<b>\$105,500.00</b>

### Program Evaluation:

- Students at (6) six public high Schools received on the road driving experiences from a certified driver's education instructor.
- A total of 742 students benefited from on the road driving experiences.
- Operator license waivers were assigned to 687 qualified student drivers.
- 92% of the students that experienced on the road driving instruction received a Department of Motor Vehicle operator's license waiver.
- Each student received an average of 70 minutes of on the road driving time.

BOARD CHAIR  
Maggie Lewis-Butler

BOARD VICE CHAIR  
Dee Dee Rasmussen



**LEON COUNTY SCHOOLS**

SUPERINTENDENT

Jackie Pons

Attachment #2  
BOARD MEMBERS  
Georgia Joy Bower  
Alva Striplin  
Dee Crumpler

July 8, 2015

Honorable Mary Ann Lindley  
Chairman, Board of County Commissioners  
301 South Monroe Street  
Tallahassee, Florida 32301

Dear Chairperson Lindley,

Leon County Schools is very appreciative of the partnership with the Board of County Commissioners with regard to the Dori Slosberg funds. The behind the wheel driving experiences that our students have enjoyed over the past twelve years has been invaluable.

Enclosed you will find a summary report for the 2014-2015 school year, including all expenditures and results of the program. At this time the Leon County School Board is requesting 100% funding of the Dori Slosberg fund. We have also included a proposal for the 2015-2016 school year.

The Leon County School Board appreciates the continued support from the Board of County Commissioners. Together we provide a necessary and important experience for the young drivers in Leon County.

Sincerely,

Jackie Pons  
Superintendent of Schools

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7147 • Fax (850) 487-7141 • [www.leonschools.net](http://www.leonschools.net)

*"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability."*

**Building the Future Together**

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #13

September 15, 2015

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

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

**Title:** Acceptance of Bequest of \$102,987 from the Trust Fund of Russell Chaney to the LeRoy Collins Leon County Public Library

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>.Lead Staff/ Project Team:</b>	Cay Hohmeister, Library Services Director

**Fiscal Impact:**

This item has a positive fiscal impact. Mr. Russell Chaney left a bequest of \$102,987 to the LeRoy Collins Leon County Public Library (Library). A Resolution and associated Budget Amendment Request are needed to establish a grant account.

**Staff Recommendation:**

- Option #1. Accept the \$102,987 bequest to the LeRoy Collins Leon Public Library from the late Russell Chaney.
- Option #2. Approve the Resolution and associated Budget Amendment Request (Attachment #1).

## **Report and Discussion**

### **Background:**

On March 12, 2015, Daniel W. Dobbins, Attorney at Law, sent notification to the beneficiaries of the Russell Chaney Revocable Trust. The LeRoy Collins Leon County Public Library was listed among 19 beneficiaries, which ranged from individuals to arts organizations. The Library received a bequest of \$102,987.

According to the obituary published in the *Tallahassee Democrat* on September 6, 2014, Mr. Chaney passed away Thursday, August 28. He was born in 1934 in Washington, DC. He served in the U.S. Navy during the Korean conflict before enrolling at the American Academy of Dramatic Arts in New York City and later appeared in several Broadway and off-Broadway plays. He was a member of Actors' Equity and a life member of Theatre Tallahassee. He and his wife moved to Tallahassee in the mid-70s and volunteered at the public radio and television stations for many years. Mr. Chaney was a well-known arts critic and promoted movies, theater, and art shows on local radio.

### **Analysis:**

There are no stipulations or restrictions associated with this bequest. Staff anticipates utilizing these funds to enhance the library's collection and programming opportunities in the future through the purchase of books and library materials, including downloadable e-books and e-audiobooks. Some funds would be used for special event programming to inspire a love of reading.

Items purchased for the library collection will be identified with a bookplate reading "Russell Chaney Bequest." Additionally, the items will be identified in the online catalog.

- \$88,987 Books and library materials
- \$14,000 Special event programming

The late Mr. Chaney has no close survivors or family. He will be acknowledged for this generous donation and thanked in the September edition of the Leon County Link.

### **Options:**

1. Accept the \$102,987 bequest to the LeRoy Collins Leon Public Library from the late Russell Chaney.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #1).
3. Board direction.

### **Recommendation:**

Options #1 and #2.

### **Attachment:**

1. Resolution and associated Budget Amendment Request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; 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 15th day of September, 2015.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

## FISCAL YEAR 2014/2015 BUDGET AMENDMENT REQUEST

No: BAB15032  
Date: 8/18/2015

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 9/15/2015

County Administrator

Deputy County Administrator

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

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail:

#### Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	913023	366000	000	Contributions and Donations	24,768	102,987	127,755

Subtotal: 102,987

#### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
				Books, Publications & Library			
125	913023	56600	571	Material	-	88,987	88,987
125	913023	54800	571	Promotional Activities	-	14,000	14,000

Subtotal: 102,987

### Purpose of Request:

This amendment realizes the bequest of \$102,987 from Mr. Russell Chaney to the LeRoy Collins Leon County Public Library. There are no stipulations of restrictions associated with the bequest. As staff recommended, \$88,987 is aligned to Books, Publications & Library Materials to support library services and library collection, and \$14,000 is aligned to Promotional Activities to enhance special event programming opportunities.

Group/Program Director

\_\_\_\_\_  
Senior Analyst

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:                      Resolution                       Motion                       Administrator

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #14

September 15, 2015

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

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

**Title:** Approval of the Leon County Office of Library Services FY 15-16 Annual Plan and Approval of the State Aid to Libraries Grant Agreement Between the Florida Department of State and Leon County

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Cay Hohmeister, Library Director

**Fiscal Impact:**

This item is associated with a grant and there is no County match requirement. A Board-approved Annual Plan is required in the application for State Aid to Libraries. The funding for State Aid to Libraries, appropriated by the Florida Legislature in the annual session, is anticipated in the FY 2015-2016 budget.

**Staff Recommendation:**

- Option #1: Approve the Office of Library Services' FY 15-16 Annual Plan (Attachment #1).
- Option #2: Approve the State Aid to Libraries Grant Agreement between the Florida Department of State and Leon County (Attachment #2), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

State Aid supplemental operating funds are awarded by the Florida Legislature, through the Florida Department of State, Division of Library and Information Services, to public libraries in Florida that meet the eligibility requirements, as detailed in Chapter 257, *Florida Statutes*. The County's public library system has consistently met the State Aid requirements and has received grant funding every year since 1963.

The amount of State Aid awarded varies from year to year, based on the appropriation designated by the Florida Legislature. State Aid award funds are deposited in the County's General Fund to offset the Library's expenses, as budgeted with the County's General Fund.

One of the State Aid grant requirements is that a three- to five-year long-range plan and an annual plan for the upcoming fiscal year must be on file with the Division. The library's governing body, in this case the Leon County Board of County Commissioners, must approve these plans. The Board approved the Library's long-range plan for FY 14-16 and the annual plan for FY 13-14 on September 10, 2013, and approved the annual plan for FY 14-15 on September 2, 2014.

The approval of the Annual Plan and State Aid to Libraries Grant Agreement is the first part of a two-part application process.

1. An approved long-range and annual plan, documents about the library, such as current schedule and prior year budget information, the application and Grant Agreement signed by the County Administrator and the Clerk of Courts are due October 1, 2015.
2. A detailed breakdown of the Library's current budget, the approved Annual Plan for the current fiscal year, and an operating statistical report for FY 15 are due on December 1, 2015.

The State's required plans and the associated grant funding are essential to the following FY 2012-FY 2016 Strategic Initiative that the Board approved at the January 27, 2015 meeting:

- Implement strategies through the library system which enhance education and address the general public's information needs.

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

- Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (Q8-2013)

### **Analysis:**

The State requirements for Library's long-range plans include a three- to five-year planning cycle. County strategic initiatives for the library are included in the library's business plan as well as in the library's long-range and annual planning documents.

Goals of the Board-approved Long Range Plan for Library Service FY 2013/14 to FY 2015/16 are:

1. Stimulate imagination
2. Satisfy curiosity and offer resources for decision-making
3. Connect to the online world
4. Create young readers and support success in school
5. Support adult literacy and English-language study
6. Provide a comfortable place to visit

This year's Annual Plan provides direction for the third year of the Long-Range Plan and continues to support the County's Strategic Priorities and associated Strategic Initiatives.

**Options:**

1. Approve the Office of Library Services' FY 15-16 Annual Plan (Attachment #1).
2. Approve the State Aid to Libraries Grant Agreement between the Florida Department of State and Leon County (Attachment #2), and authorize the County Administrator to execute.
3. Do not approve the Library's FY 15-16 Annual Plan for Library Service and do not approve the State Aid to Libraries Grant Agreement.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. LeRoy Collins Leon County Public Library System 2015/16 Annual Plan for Library Service
2. State Aid to Libraries Grant Agreement

VSL/ch

## **LeRoy Collins Leon County Public Library System 2015/16 Annual Plan for Library Service**

### *Annual Plan 2014/15 Objectives Met*

- (1) Moving the Library's SirsiDynix management system to the SirsiDynix SaaS subscription ("The Cloud") has improved the timeliness and ease of updating and enhancing the system. Library staff members continue to enhance the library's online catalog. Additional search and sort features improve the relevance of search results, ebooks and online tutorials are added to the online catalog, search capability beyond the library's collection is easier to access, and other library services for readers are easily accessible from the online catalog home page.
- (2) In August, the library catalog was updated and all records were replaced with records compliant with Resource Description and Access (RDA) rules for cataloging, the newest format for cataloging. A vendor software solution for this project was funded through Leon County MIS. Staff training and cleaning up the bibliographic database in preparation for this major change in cataloging started in 2013.
- (3) Staff training and the acquisition of software for developing how-to videos for using library resources is complete. Planning, training and software acquisition have started.
- (4) The seed library program launched the first wave of spring variety seeds on January 28 and the second wave of fall variety seeds on August 8. This partnership with Sustainable Tallahassee, Leon County Cooperative Extension, and Leon County Resource Stewardship was a resounding success.
- (5) Two series of basic computer classes have been held at the Main Library, and sessions offering one-on-one help particularly with handheld devices have been held at the Main Library and the Lake Jackson Branch.
- (6) Programs developed for teens include book clubs at the Lake Jackson and Northeast Branch Libraries, gaming sessions and a Poetry Jam at the Main Library, and a writing workshop series for teens at the Eastside Branch Library. Other programs especially for teens are offered during Summer Reading.

## ***Annual Plan 2015/16 Objectives***

In the third year of the Library's 2013/14 to 2015/16 long-range plan, the Library continues to support the goals and objectives outlined in the long-range plan as well as the objectives listed in this annual plan. The Annual Plan aligns with the Strategic Initiatives developed for the Library by the Board of County Commissioners in the bi-annual strategic planning process.

Objective 1: Plan and host a gala community celebration for the 25<sup>th</sup> anniversary of the opening of the Main Library building. Event approved by the Leon County Board of County Commissioners at a budget workshop held June 23, 2015.

Objective 2: Continue the work of establishing Resource Description and Access (RDA) cataloging standards.

Objective 3: Establish new and continue to nurture current book groups for all ages throughout the library system.

Objective 4: Develop a robust business information webpage in partnership with the Leon County Office of Economic Vitality.

Objective 5: Expand offerings of basic computer training and one-on-one device training throughout the Library system and through the Literacy program. Work with Literacy and other community organizations to reach groups and individuals in need of basic computer training.

Objective 6: Develop cross-training opportunities for library staff members system wide, to promote better understanding, communication and flexibility among work areas.

Objective 7: Offer library-specific customer service training for all staff members, incorporating Leon County core values.

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Leon County, Florida  
for and on behalf of  
Leon County Public Library System**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Leon County, Florida for and on behalf of Leon County Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17 *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payment to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 29 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, Florida 32399  
Phone: (850) 245-6620  
Facsimile: (850) 245-6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Cay Hohmeister, Director  
200 West Park Avenue  
Tallahassee, Florida 32301-7720  
Phone: (850) 606-2665  
Facsimile: (850) 606-2601  
Email: Hohmeisterc@leoncountyfl.gov

5. **Grant Payments.** All grant payments are requested by submitting a Grant Payment Request Form. The Grant Payment Request Form is available on the Division's website at [info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/](http://info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/). The total grant award shall not exceed the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
  - a) The first payment will be a 100% fixed price in the amount of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

First payment will be withheld if Deliverables are not satisfactorily completed.

- 9. Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

- 10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, which are available online at [myfloridacfo.com/aadir/reference\\_guide/](http://myfloridacfo.com/aadir/reference_guide/).

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- 11. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

- 12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds, which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

- 13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Library Program Administrator, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- 14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), Florida Statutes within nine months of the close of its fiscal year.
- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Report at the end of the Grant Period.
- 19. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

**20. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

**21. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**22. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch, or any state agency.

**23. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**24. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

**25. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**26. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 19, Noncompliance.

**27. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

- 28. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 29. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 30. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 31. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 32. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
  - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 33. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 34. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 35. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 36. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 37. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
- 38. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**39. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Federal and State of Florida Single Audit Act Requirements (Attachment A), including Exhibit 1.
- c) Fiscal Year 2015-2016 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

Date of Agreement: \_\_\_\_\_

GRANTEE:

LEON COUNTY, FLORIDA

By: \_\_\_\_\_

Vincent S. Long  
County Administrator

\_\_\_\_\_  
Date

ATTEST:

Bob Inzer, Clerk of the Court and Comptroller  
Leon County, Florida

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to Form:  
Leon County Attorney's Office

By: \_\_\_\_\_

Herbert W. A. Thiele, Esq.  
County Attorney

\_\_\_\_\_  
Date

Department of State:

By: \_\_\_\_\_

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Witness

## ATTACHMENT A

### FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 *CFR* 2 Subpart F – Audit Requirements and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.328 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 State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff 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 that has received federal funds awarded through the Department of State. Exhibit 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 *CFR* 2 §200.501 Audit Requirements:

(a) *Audit required.* A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit conducted in accordance with 2 *CFR* 2 §200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends federal awards under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 *CFR* 2 §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when federal awards expended are less than \$750,000.* A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 *CFR* 2 §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with federal statutes, regulations, and the terms and conditions of federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with federal statutes, regulations, and the terms and conditions of federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet address listed below will assist recipients in locating documents referenced in the text of this agreement and with the interpretation of compliance issues.

U.S. Government Printing Office  
[www.ecfr.gov](http://www.ecfr.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), *Florida Statutes* and has received state funds awarded by the Department of State. Exhibit 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

### Section 215.97, *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 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 Executive Office of the Governor and the Chief Financial Officer; 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 State 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 State, 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 of this attachment, 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)(d), *Florida Statutes* and Chapter 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 \$500,000 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 \$500,000 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 nonstate 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).

The Internet addresses listed below will assist recipients in locating documents referenced in the text of this agreement and with the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[fldfs.com](http://fldfs.com)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 2 §200.512 and required by Part I of this attachment shall be submitted, when required by 2 *CFR* 2 §200.512, by or on behalf of the recipient, directly to each of the following:

- A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse, electronically, at *harvester.census.gov/sac/* as designated in 2 *CFR* 2 §200.512

- C. Other federal agencies and pass-through entities, in accordance with 2 *CFR* 2 §200.513.

2. In the event that a copy of the reporting package for an audit required by Part I of this attachment and conducted in accordance with 2 *CFR* 2 §200.501 Audit Requirements is not required to be submitted to the Department of State for the reasons pursuant to 2 *CFR* 2 §200.501, the recipient shall submit the required written notification pursuant to 2 *CFR* 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of federal awards directly to the following:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 *CFR* 2 §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

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 State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letters or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 2 Subpart F, Audit Requirements; Section 215.97, *Florida Statutes*; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 2 Subpart F or Chapter 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 IV: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued and shall allow the Department of State 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 State or its designee, Chief Financial Officer or Auditor General upon request for a period of five fiscal years from the date the audit report is issued, unless extended in writing by the Department of State.

## EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030  
Award Amount: Listed on Attachment B, Fiscal Year 2015-2016 State Aid to Libraries Final Grants

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.030.

**ATTACHMENT B**

Fiscal Year 2015-2016 State Aid to Libraries Final Grants

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #15

September 15, 2015

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

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

**Title:** Adoption of a Proposed Enabling Resolution to Reauthorize the Countywide Water Resources Citizens Committee

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director of P.L.A.C.E.
<b>Lead Staff/ Project Team:</b>	Stephen Hodges, Senior Planner

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Adopt a proposed Enabling Resolution to reauthorize the Countywide Water Resources Citizens Committee (Attachment #1).

## **Report and Discussion**

### **Background:**

The Board of County Commissioners (Board) established a Countywide Water Resources Program on September 27, 1994. This program included the establishment of a citizens committee to evaluate the roles and values of the lakes and related resources in Leon County, and define implementable objectives, and recommend to the Board changes in policy, regulation, management activities, and long-term funding strategies that will further the objectives. On April 18, 1995, the Board approved the structure of the Countywide Water Resources Citizens Committee (WRC). Since its establishment, the WRC has provided the Board with input on numerous draft ordinances, Comprehensive Plan amendments, procedural processes, and other proposed policy changes that focus on protecting the various water resources within the County.

Unlike the establishment of many recent County citizens advisory committees, the WRC was established prior to the adoption of Board Policy No. 03-15, "Board-Appointed Committees." Therefore, no Enabling Resolution, in accordance with the Board Policy, currently exists to provide guidelines for its operation and function, establish member eligibility, or designate length of term, and number of terms a member could serve.

### **Analysis:**

In order to have the WRC consistent with Board Policy 03-15, a proposed Enabling Resolution has been drafted to reauthorize the WRC as it currently operates and functions (Attachment #1). The proposed Resolution would:

- Change the name of the Countywide Water Resources Citizens Committee to the Water Resources Committee;
- Create the Water Resources Committee as a decision-making, citizens advisory committee;
- Renew the Water Resources Committee's goals and responsibilities;
- Outline the composition and criteria of the Water Resources Committee to reflect a balance of interest groups; and
- Establish the initial terms of the members and perpetual terms of the members thereafter.

The proposed Enabling Resolution maintains the WRC's composition of seven members appointed individually by each County Commissioner. These members shall represent a balance of the community interests, as follows:

1. Conservation/environment
2. Legal/planning
3. Real estate/economic development
4. Boat/fishing

A roster of the current WRC members is provided as Attachment #2. These members will continue to serve on the WRC until individual Commissioner appointments have been brought to the Board for ratification. Staff will seek applications from current members and members of the public, according to Policy 03-15.

**Options:**

1. Adopt a proposed Enabling Resolution to reauthorize the Countywide Water Resources Citizens Committee (Attachment #1).
2. Do not adopt the proposed Enabling Resolution to reauthorize the Countywide Water Resources Citizens Committee.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Enabling Resolution to Reauthorize the Countywide Water Resources Citizens Committee
2. Current Countywide Water Resources Citizens Committee members

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO REAUTHORIZE THE CREATION OF THE COUNTYWIDE WATER RESOURCES CITIZENS COMMITTEE, WHICH IS AN ADVISORY COMMITTEE AND OPERATES AND FUNCTIONS AS A DECISION MAKING COMMITTEE.**

**WHEREAS**, on September 27, 1994, the Board of County Commissioners of Leon County, Florida (the Board) approved the establishment of a Countywide Water Resources Program that included the creation of a citizens committee; and

**WHEREAS**, the purpose of the Countywide Water Resources Program, as indicated in the minutes of the September 27, 1994 Board meeting, is “[a] program, including establishment of a countywide lake management committee, is proposed to recommend means to improve comprehensive planning for the preservation or enhancement of all surface waters in the County. The proposed program will provide a comprehensive and expended framework within which the County’s lakes, lake habitat and related water resources may be more effectively protected, managed, and where necessary, restored. The purpose of the proposed committee would be to evaluate the roles and values of the lakes and related resources in Leon County and define implementable objectives, and recommend to the Board changes in policy, regulation, management activities, and long-term funding strategies that will further the objectives.”; and

**WHEREAS**, on April 18, 1995, the Board approved the structure of the Countywide Water Resources Citizens Committee; and

**WHEREAS**, on July 18, 1995, the Board approved an amended structure to the Countywide Water Resources Citizens Committee, allowing for individual appointments by each County Commissioner that emphasize the various interest groups, and allowing for non-voting ex-officio members from other agencies and staff; and

**WHEREAS**, the Board recognizes and acknowledges the importance of public involvement and input in County government; and

**WHEREAS**, the Board wishes to reauthorize the Countywide Water Resources Citizens Committee as it currently operates and functions in accordance with Board Policy No. 03-15, “Board-Appointed Advisory Committees.”

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY**, that:

1. The Board hereby reauthorizes the Countywide Water Resources Citizens Committee, an advisory committee, with the purpose of considering the values provided to the public by the various lakes and related water resources of Leon County, including groundwater, and to recommend to the Board policies, regulations, management activities and long-term funding strategies that protect or enhance these values, while considering the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation.

2. The Countywide Water Resources Citizens Committee functions and operates as a Decision Making Committee in accordance with Board Policy No. 03-15, “Board-Appointed Advisory Committees.”

3. The Countywide Water Resources Citizens Committee shall be charged with the responsibility of providing input to the Board by making recommendations to the Board in the form of a written report.

4. The Countywide Water Resources Citizens Committee shall have seven (7) members to be appointed individually by each Commissioner, with representatives of four interests groups: conservation/environment; legal/planning; real estate/ economic development; and boating/fishing.

5. The terms of the members of the Countywide Water Resources Citizens Committee shall be for four (4) years, with staggered initial terms. Initial terms shall be staggered as follows:

- a. Districts 1 and 3, and At-Large 1 shall appoint members with initial terms of three (3) years.
- b. Districts 2 and 4 shall appoint members with initial terms of two (2) years.
- c. District 5 and At-Large 2 shall appoint members with initial terms of one (1) year.

6. After the initial appointments, all terms will be for four (4) years, with no member serving more than three consecutive four-year terms.

7. The members of the Countywide Water Resources Citizens Committee shall not be subject to full and public disclosure of financial interests.

8. The Countywide Water Resources Citizens Committee shall be assisted by staff from the Department of Planning, Land Management and Community Enhancement.

9. The Countywide Water Resources Citizens Committee shall be dissolved only upon direction of the Board.

10. The Countywide Water Resources Citizens Committee shall now be known as the Water Resources Committee henceforth.

11. This Resolution shall become effective immediately upon its adoption.

**DONE, ADOPTED, AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

**Current Members of the  
Countywide Water Resources Citizens Committee  
As of August, 2015**

<b>Appointee</b>	<b>Term</b>	<b>Appointing Commissioner</b>
Friall, Eric	Begin Term: 7/9/2013 End Term: 7/31/2015 Type: two years	Original Date: 9/14/2010 Appointed by: Bill Proctor Commissioner District I
Labie, John	Begin Term: 7/9/2013 End Term: 7/31/2015 Type: two years	Original Date: 12/9/2008 Appointed by: Jane G. Sauls Commissioner District II
Cavanagh, James	Begin Term: 7/9/2013 End Term: 7/31/2015 Type: two years	Original Date: 9/14/1999 Appointed by: John Dailey Commissioner District III
Killinger, Lee	Begin Term: 7/8/2014 End Term: 7/31/2016 Type: two years	Original Date: 7/8/2014 Appointed by: Bryan Desloge Commissioner District IV
Vacant		Appointed by: Kristin Dozier Commissioner District V
Folks, John C.	Begin Term: 7/8/2014 End Term: 7/31/2016 Type: two years	Original Date: 7/12/2011 Appointed by: Nick Maddox Commissioner At-large II
Scanlon, Robert L.	Begin Term: 7/9/2013 End Term: 7/31/2015 Type: two years	Original Date: 5/22/2007 Appointed by: Mary Ann Lindley Commissioner At-large I

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #16

September 15, 2015

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

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

**Title:** Acceptance of Recommendations and Resolution from the Water Resources Advisory Committee Regarding Porter Sink

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director of P.L.A.C.E. Cherie Bryant, Manager, Tallahassee-Leon County Planning Department
<b>Lead Staff/ Project Team:</b>	Stephen Hodges, Senior Planner

**Fiscal Impact:**

There is no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the recommendations and Resolution from the Water Resources Advisory Committee regarding Porter Sink (Attachments #1 and #2).

## Report and Discussion

### **Background:**

Lake Jackson is a shallow, prairie lake on the north side of Tallahassee in Leon County, Florida. It is a disappearing lake, a type of karst lake that periodically drains into one or more permanent sinks. The lake last went dry in 2012, but Lake Jackson is currently at full pool (86' elevation).

The Lake Jackson, Carr Lake, and Mallard Pond ecosystem is a valuable biological, aesthetic and recreational resource of Leon County and the State of Florida (Attachment #3). This ecosystem was designated on January 1, 1974 as the Lake Jackson Aquatic Preserve for the primary purpose of preserving and maintaining the biological resources in their essentially natural condition. Additionally, Lake Jackson is designated by the State of Florida an Outstanding Florida Water.

Lake Jackson has drained naturally throughout recorded history. Native Americans called the Lake "Okeeheepkee," meaning Disappearing Waters, according to early explorers. Lake Jackson has drained at least 11 times in recorded history, including 1837, 1886, 1907, 1909, 1932, 1957, and 1982. More recently, the lake drained on September 16, 1999, June 12, 2006, May 10, 2007, and June 20, 2012. These drawdowns vary by lake levels and duration, and they can last several years. These drawdowns allow vegetation to grow on the lake bottom, but also allow atmospheric oxygen to decompose organic sediments on the lake bottom. These organic sediments interfere with natural, sandy bottom fish habitat, and create oxygen-deficient areas within the lake.

Lake Jackson has at least two active major depressions or sinkholes, known as Porter Sink and Lime Sink (Attachment #4). Water drains from the lake into the Floridan Aquifer through these sinkholes. These sinks are usually plugged with sediments, but low groundwater levels can cause them to collapse, allowing lake water to funnel into the aquifer.

There have been several attempts to close these sinkholes in order to prevent the lake from draining. According to a report published by McGlynn Laboratories in 2006, following a drought in 1956, local residents filled the three existing major sinkholes in Lake Jackson (Lime, Porter Hole, and Meginnis) with crushed automobiles and cement. Flooding followed this event, possibly because none of the sinkholes were drawing water at that time. Porter Hole Sink drained Lake Jackson in 1983 for a short time, while Lime Sink remained sealed until May 7, 2000, and then only opened slightly. Meginnis Sink has still not reopened.

On September 16, 1999, the central portion of Lake Jackson drained into Porter Hole Sink, exposing 750 acres of lake bottom. Eight months later, on May 7, 2000, Lime Sink drained the northern half of the lake. Porter Hole Sink revealed a chimney hole and cavern system, while Lime Sink appeared as only a crack in the muck that drained slowly. Porter Sink has drained several times since then.

According to Leon County's Department of Public Works staff, several private citizens requested impoundments around Porter and Lime sinkholes following the 1999 draining. This concept was discussed by the Leon County Science Advisory Committee while the lake was dry, and the Committee declined to endorse this proposal.

The Leon County Water Resources Committee, at its June 1, 2015 regular meeting, approved a letter and resolution to be provided to the Board of County Commissioners. The letter and resolution stated the Committee's opinion that a permanent control structure around Porter Sink is inadvisable, and that the Board should not support any proposals to construct such a structure, permanent or otherwise, around this natural sink. In addition, the Committee recommended that the Board consider passing a similar resolution supporting the natural cycles of Lake Jackson and the beneficial effects of periodic water fluctuations.

### **Analysis:**

The Lake Jackson Aquatic Preserve encompasses sovereign submerged lands located below the ordinary high water line of the lake. Authorization is required for most construction or other activities on, over, or under submerged lands owned by the State. Activities may be authorized by letter of consent, easement or lease, provided they are consistent with the criteria for activities within an aquatic preserve. The Board of Trustees of the Internal Improvement Trust Fund, composed of the Governor and Cabinet, serves as the proprietor of these State-owned lands. The largest projects or those of heightened public concern require review and authorization by the Board, while the Florida Department of Environmental Protection (DEP) and the water management districts have been delegated the authority to take action on others.

The construction and operation of a control structure would require a state Environmental Resource Permit (ERP). ERP permit applications are processed by DEP or by a water management district concurrent with any required use of sovereign submerged lands authorization. In the case of activities on sovereign lands within the jurisdiction of the Northwest Florida Water Management District, DEP has sole authority to process the associated ERP permit applications. If the project meets the conditions for issuance, DEP must issue a permit, but a substantially affected party may challenge the permit in accordance with procedures under Chapter 120, Florida Statutes.

Additional permits would be required from the U.S. Army Corps of Engineers and the Leon County Department of Development Support and Environmental Management for any new control structure.

The Lake Jackson Aquatic Preserve Management Plan was adopted by the Governor and Cabinet on July 23, 1991, and is administered by DEP. This Plan does not reference nor recommend a control structure around any existing sink or sinkhole. DEP has been revising the Plan over the last few years.

The Leon County Public Works, Development Support and Environmental Management (DSEM), and Tallahassee – Leon County Planning departments do not recommend, nor do they support, the construction of a control structure around Porter Sink and/or Lime Sink. The sinkholes and resulting drawdowns are a natural and necessary feature of the lake and have been for thousands of years. The construction of control structures around the respective sinks would drastically alter the lake's natural cycle of draining and refilling, and they could result in flooding of surrounding properties if a hurricane, tropical storm, or other significant rainfall event were to occur with the lake at full pool.

Staff's primary objection is the modification of an Aquatic Preserve claimed by the State of Florida as sovereign land. The intent of the Legislature in creating state aquatic preserves was to set aside forever state-owned submerged lands having exceptional biological, aesthetic, and scientific value as aquatic preserves or sanctuaries for the benefit of future generations. Subsequently, staff does not expect that local, state or federal permitting agencies would approve such a substantial alteration to this natural lake. Additionally, there are no expectations that a berm or other control structure around Porter Sink will be successful or sustainable since sinkholes have been documented opening at different locations along a fracture line in the lake bed.

**Options:**

1. Accept the recommendations and Resolution from the Water Resources Advisory Committee regarding Porter Sink (Attachments #1 and #2).
2. Do not accept recommendations and Resolution from the Water Resources Advisory Committee regarding Porter Sink.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Water Resources Advisory Committee Letter regarding recommendations
2. Water Resources Advisory Committee Resolution
3. Lake Jackson, Carr Lake, and Mallard Pond Aquatic Preserve Map
4. Porter and Lime Sinks Map

## **STATEMENT OF THE LEON COUNTY COUNTY-WIDE WATER RESOURCES CITIZENS ADVISORY COMMITTEE**

The Leon County Board of County Commissioners specifically charged the County-Wide Water Resources Citizens Advisory Committee with the responsibility to recommend policies that would strengthen the linkage between water resources and land use. Based on this charge, the Committee reviewed a proposed resolution regarding Porter Sink within Lake Jackson, and has the following recommendation:

**Although Lake Jackson is at full pool (86' NGVD) now, and that the efforts of Leon County, in partnership with other state and local agencies, to restore and protect this valuable resource have been effective and productive, the hydrology of Lake Jackson appears to be not yet fully understood by the public.**

**During extended periods of low rainfall, Lake Jackson can completely disappear by draining into Porter Sink, a natural geological feature underlying Lake Jackson. This natural draining of Lake Jackson rejuvenates the lake by exposing the dry lake bottom to sunlight and oxygen, which decomposes accumulated organic sediments and other materials that can negatively impact water quality if allowed to accumulate. Absent these naturally occurring dry cycles, Lake Jackson would experience many of the same problems other local lakes whose outlets have been impounded suffer from, including low dissolved oxygen levels, thick layers of organic mud that offer poor habitat for fish and other native species, and "floating islands" of vegetation. Although Lake Jackson has some continuing water quality issues in certain areas of the lake, natural water level fluctuation keeps Lake Jackson in overall good health.**

**Regardless, Porter Sink is sometimes seen an impediment to maintaining a constantly full pool or as a conduit for pollutants to enter the aquifer as the lake levels decrease with each dry period. During these dry periods, invariably there are proposals made to construct a permanent structure around Porter Sink so that the lake will not go dry again.**

**However, a permanent control structure is not advisable under any circumstances, based on issues including cost, permitting, jurisdiction, potential flooding, and the likelihood of another sink opening up in a different location. Additionally, the act of impeding the natural fluctuation of water levels in Lake Jackson in order to create a permanent pool will eventually hinder boating by the creation of "floating islands" as experienced in other nearby lakes.**

**The Committee therefore submits the attached resolution to the Board stating their opinion that a permanent control structure around Porter Sink is inadvisable, and that the Board of County Commissioners should not support any proposals to construct such a structure, permanent or otherwise, around this natural sink. The Committee also recommends that the Board consider passing a similar resolution supporting the natural cycles of Lake Jackson and the beneficial effects of periodic water fluctuations.**

I HEREBY CERTIFY that the above statements were duly approved by the Leon County Countywide Water Resources Citizens Advisory Committee at its meeting on May 4, 2015.



Mr. Robert Scanlon, Chair

Dr. Jim Cavanagh  
Dr. Jennifer Cherrier  
Mr. John Folks  
Mr. Eric Friall  
Mr. Lee Killinger  
Mr. John Labie  
Mr. Robert Scanlon

cc: Leon County Board of County Commissioners  
Vincent S. Long, County Administrator

## Resolution to Protect Porter Sink within Lake Jackson, Leon County

**WHEREAS**, Lake Jackson is a Florida Outstanding Water Body, an Aquatic Preserve, and the most renowned natural feature in Leon County; and

**WHEREAS**, the Native American name for Lake Jackson was “Okeeheepkee” meaning, “disappearing water;” and

**WHEREAS**, Lake Jackson has drained at least seven times in recorded history, has always naturally refilled; and

**WHEREAS**, Lake Jackson is currently at full pool (86’ NGVD); and

**WHEREAS**, the water level of Lake Jackson fluctuates based on rainfall, evaporation, and drainage through sinks in the lake bottom; and

**WHEREAS**, the cyclical fluctuation of Lake Jackson is beneficial to ecology of the system by reducing the deposition of organic matter and rejuvenating plant and animal life;

**WHEREAS**, there have been past efforts to stabilize the water level of Lake Jackson based on the belief the lake will never refill after each drying episode; and

**WHEREAS**, the focus of those efforts has been the advocacy of stopping the flow of water into Porter Sink by filling or damming this natural feature;

**THEREFORE, BE IT RESOLVED** that the Leon County Citizens Advisory Water Resources Committee counsels all elected officials and resource managers facing similar arguments during future droughts that Lake Jackson’s water level will return to full pool with normal rainfall, as it always has, without human intervention.

**THEREFORE, BE IT FURTHER RESOLVED** that the complete protection of Porter Sink in perpetuity is crucial to the natural and beneficial water level fluctuation of Lake Jackson and, therefore, to the health of Leon County’s most valued lake.

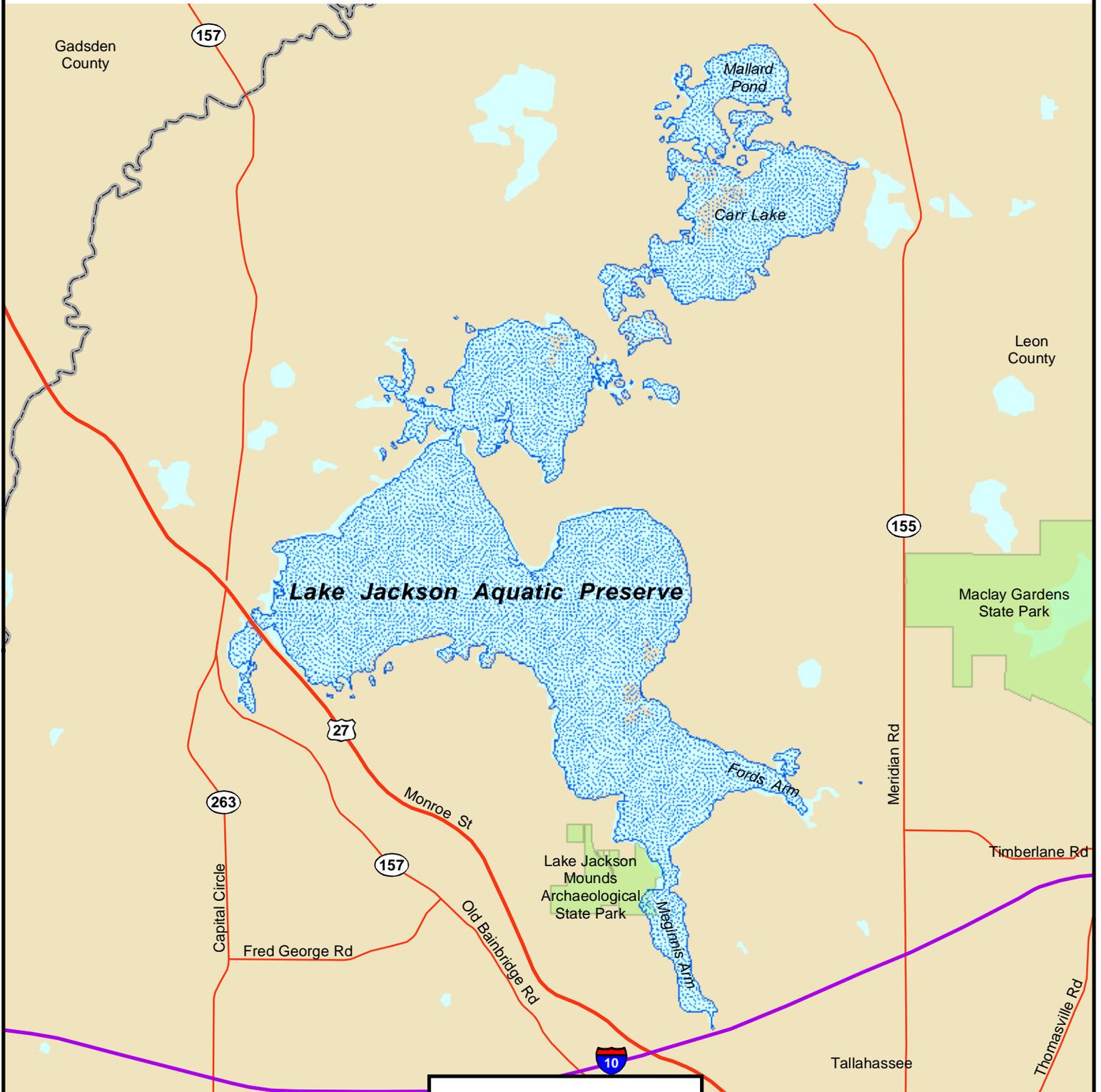
**PASSED AND APPROVED** by the Leon County Citizens Advisory Water Resources Committee at its regular meeting on May 4, 2015.



Mr. Robert Scanlon, Chair

Dr. Jim Cavanagh  
Dr. Jennifer Cherrier  
Mr. John Folks  
Mr. Eric Friall  
Mr. Lee Killinger  
Mr. John Labie

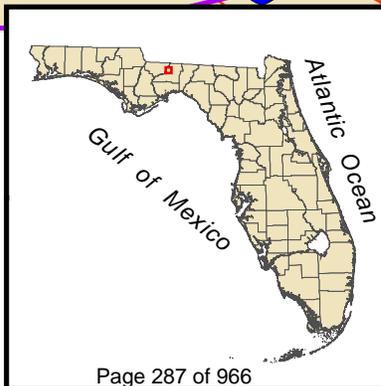
# Lake Jackson Aquatic Preserve



-  Aquatic Preserves
-  State Parks



0 0.5 1 2 Miles

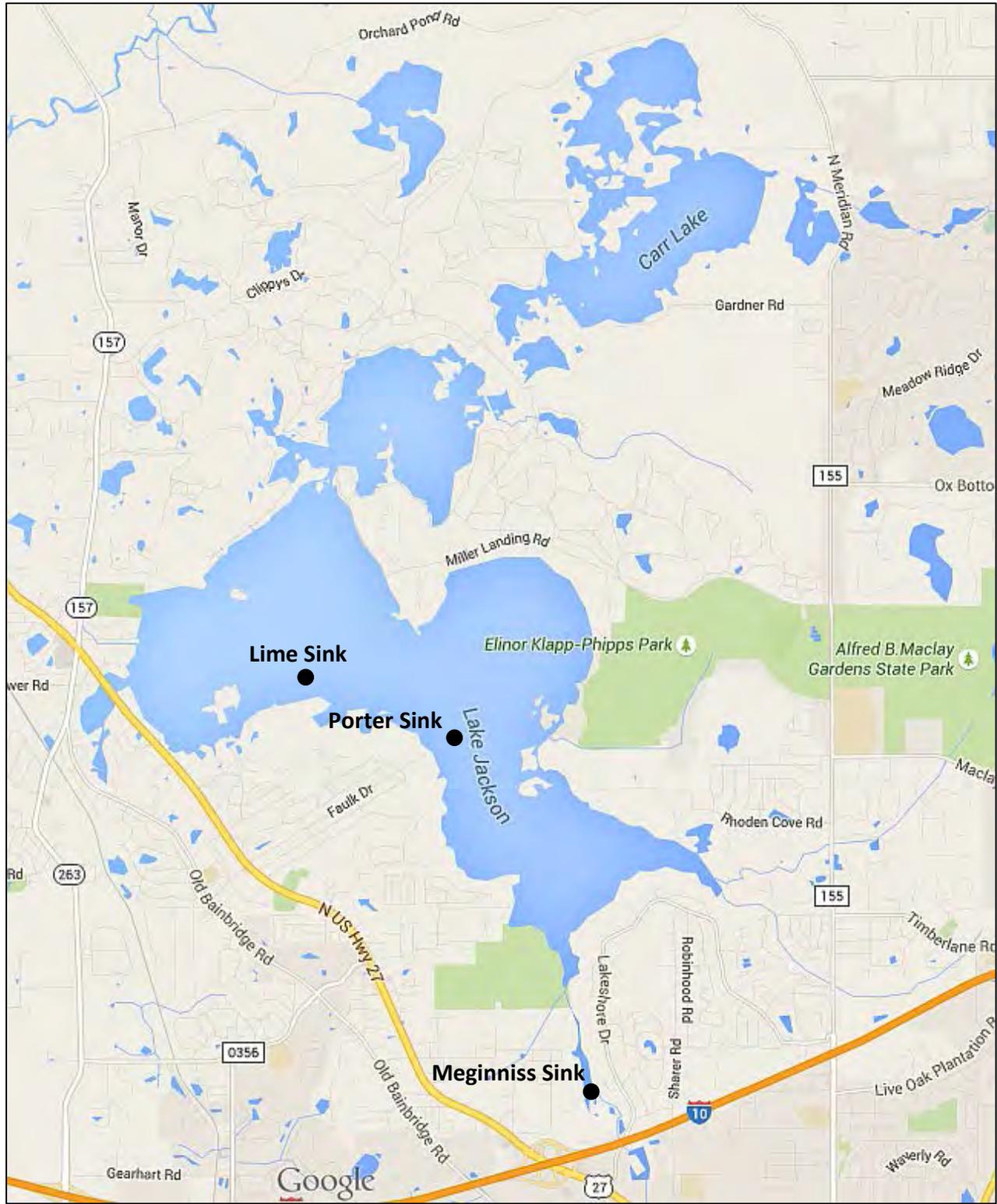


CAMA Map  
Created April, 2005

Aquatic Preserves layer maintained by:  
Office of Coastal and Aquatic Managed Areas  
3900 Commonwealth Blvd, MS 235  
Tallahassee, FL 32399-3000  
850-245-2094

Aquatic Preserves include all the state-owned submerged lands within their boundaries. This map is not intended for use for determination of wetlands or land ownership.

Approximate Locations of Lime, Porter, and Meginniss Sinks in Lake Jackson



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #17

September 15, 2015

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

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

**Title:** Approval to Renew the Agreements with Tallahassee Community College and North Florida Community College for the Provision of Internships for Emergency Medical Services Technology Students

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Chad Abrams, Chief, Division of Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Darryl Hall, Deputy Chief of Operations, Division of EMS Timothy Carlson, Financial Compliance Manager, EMS

**Fiscal Impact:**

This item has no fiscal impact to the County as the Agreements are not associated with any transaction of funds.

**Staff Recommendation:**

- Option #1: Approve the updated renewal of the Agreement with Tallahassee Community College to provide internships for Emergency Medical Services Technology students (Attachment #1).
- Option #2: Approve the renewal of the Agreement with North Florida Community College to provide internships for Emergency Medical Services Technology students (Attachment #2).

## **Report and Discussion**

### **Background:**

The County entered into an Agreement with Tallahassee Community College (TCC) that established internship opportunities for EMS Technology students on April 15, 2004, and with North Florida Community College (NFCC) on January 1, 2007. The internship program allows students to experience the daily work performed by members of the County's Division of EMS and is a valuable learning tool in the educational process. Further, completion of an internship is a requirement of the Florida Department of Health for students to qualify for Emergency Medical Technician (EMT) and Paramedic certifications. A majority of the EMTs and Paramedics employed by the County have graduated from these programs.

Renewal of these Agreements is essential to the following FY2012 - FY2016 Strategic Initiative that the Board approved at the January 27, 2015 meeting:

- "Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students."

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

- "Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce" (EC6).
- "Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community" (G3)."

The Agreements are subject to annual renewal upon the mutual consent of both parties. The current renewal period was approved by the Board at the October 14, 2014 meeting.

### **Analysis:**

Tallahassee Community College updated their original Agreement with current signatories and an adjustment to the start/end date of the renewal term, requesting it be signed for an additional one-year term effective August 1, 2015. North Florida Community College has requested that their Agreement be renewed in its current form for an additional one-year term.

### **Options:**

1. Approve the updated renewal of the Agreement with Tallahassee Community College to provide internships for Emergency Medical Services Technology students (Attachment #1).
2. Approve the renewal of the Agreement with North Florida Community College to provide internships for Emergency Medical Services Technology students (Attachment #2).
3. Do not approve the renewal of the Agreements with Tallahassee Community College and North Florida Community College to provide internships for Emergency Medical Services Technology students.
4. Board direction.

### **Recommendation:**

Options #1 and #2.

### **Attachments:**

1. Request for Renewal from Tallahassee Community College with Updated Agreement
2. Request for Renewal from North Florida Community with Current Agreement



*Ghazvini Center for Healthcare Education*  
*1528 Surgeons Drive*  
*Tallahassee, Florida 32308*  
*850.558.4500*

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June 19, 2015

Leon County Board of Commissioners  
301 South Monroe Street  
Tallahassee, FL 32301

Dear County Commissioners:

Tallahassee Community College Healthcare Professions would like to update our affiliation agreement with your agency.

Attached are three (3) copies of our affiliation agreement. Please review and, if all is still applicable, please sign all copies. Once signed, please return all copies to our office to obtain the appropriate TCC signature. A signed copy will be returned for your records.

Thank you in advance for your cooperation and assistance in this matter.

Sincerely,

Gloria Mitchell, MPA  
Assistant to the Dean  
Healthcare Professions Division

Encls.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between LEON COUNTY, FLORIDA, (hereinafter referred to as "County") and the TALLAHASSEE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES (hereinafter referred to as "BOARD").

## WITNESSETH

WHEREAS, the COUNTY provides emergency medical services within the jurisdictional boundaries of Leon County, in accordance with Florida Statute; and

WHEREAS, the President of Tallahassee Community College has recommended to the Board that an EMS Technology Program (hereinafter referred to as the Program) be established by the Board for the purpose of preparing emergency medical technician and paramedic students from Tallahassee Community College, and that the Program contains certain ambulance-based learning experiences required for State certification and national accreditation of the program, and that some phases of this specialized training be implemented and take place with the County Advanced Life Support EMS; and

WHEREAS, the Board wishes to implement in full the recommendations of the President of Tallahassee Community College for the appropriate course content and proper instructional and practical experiences; and

WHEREAS, the County desires that selected EMT and paramedic training and clinical experiences occur within the vehicles and facilities of the County EMS Service under their professional supervision.

NOW, THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, It is agreed as follows;

1. The County agrees to permit selected specialized clinical and field internship training of students enrolled in the College EMS Technology programs by providing a clinical environment for students to observe and practice hands-on patient care through the cooperation and assistance of County EMT's, paramedics and other employees with the faculty/staff-employees of the Board in the following manner and subject to the following conditions:
  - a. Program guidelines developed by the Board shall be provided to and approved by the County before any such students shall be permitted access to County EMS facilities.
  - b. The County agrees to the use of Program guidelines, which the TCC faculty member, the Program Medical Director, and the Program Clinical/Coordinator will develop and coordinate with the Involved County

supervisors. The Program guidelines may require modification from time to time to parallel the upgrading of the EMT and paramedic training to insure quality in the training and to meet State certification and national accreditation requirements. The County will make a reasonable effort to accommodate changing Program guidelines and accreditation requirements when such guidelines and requirements are not inconsistent with the policies, practices, goals and objectives of the County EMS service. Any changes to the Program guidelines shall be approved by the County prior to implementation.

- c. The students will have the opportunity to ride in the emergency vehicles and provide patient care, under direct supervision of a County EMS EMT or paramedic preceptor and shall not be in the patient compartment alone during patient transport and shall not be used to meet staffing requirements.
  - d. The students shall have access to the same personal protective equipment as County employees during the clinical rotations.
  - e. The County shall provide to the school, a policy for notifying the Program about students who are exposed to infectious diseases while on clinical assignment. The school will be responsible for notifying the student.
  - f. The County will be responsible for making available first aid and emergency department care for any student injured while on clinical assignment. Charges for services rendered shall be the sole responsibility of the Board. All follow-up or on-going care shall be the responsibility of the individual student.
  - g. The County upon the recommendation and advice of the Board shall adopt and implement guidelines regarding students, to include but not be limited to:
    - i. Selection process of paramedic student preceptors
    - ii. Scheduling of student clinical shifts
    - iii. Student dress code
  - h. The County at its sole discretion may allow TCC EMS faculty and staff to ride shifts in the emergency vehicles.
2. The Board shall appoint a physician to serve as EMS Technology Program Medical Director. The Program Medical Director shall approve the medical content of the Program.
  3. The County EMS Medical Director and the TCC EMS Program Medical Director shall formulate and agree upon student practices to be allowed during clinical rotations, provided all guidelines, as adopted pursuant to Section 1(g) above, are fully complied with.

4. The Board agrees that each student, prior to participating in the clinical training, shall have, on file, proof of the following:
  - a. A physical exam with immunizations
  - b. A level II criminal background check
  - c. TCC liability and incident insurance acceptable to the county
  - d. Signed "Assumption of Risk", and "Confidentiality Agreement"
5. The County shall adopt upon the recommendation and advice of the Board a policy for the removal of any faculty, employee or student from any EMS vehicles or County facilities. This policy shall at a minimum consist of reasons for removal and procedures for notification of Program administrative personnel.
6. The Board agrees and recognizes that the County may at any time require the withdrawal of any faculty, employee or student from any EMS vehicles or County facilities whose conduct or work with patients or County personnel is not in full accord with the County's rules and regulations or standards of performance. TCC shall immediately comply with such request. If time or circumstances permit, such requests by the County shall be made in writing to the Dean of Health Care Professions Division, and shall include the reasons for the requested withdrawal, otherwise the County may take any action it deems appropriate and necessary in this regard.
7. The County and Board expressly agree that all faculty/employees under this Agreement shall remain agents or employees of the Board and shall not at any time during the term of the Agreement be deemed to be the personnel, employees, or agents of the County.
8. The County and Board agree that all students shall remain students of the Tallahassee Community College and shall not at any time during the term of this Agreement be deemed to be the personnel, employees or agents of the County or Board. Furthermore, no student shall be subject to call or be considered County staff, while participating in clinical training.
9. The County and Board agree that they will never act or represent that they are acting, as agents of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
10. Insurance
  - a) The Board agrees that it will be solely responsible for all salaries and costs of its own personnel, agents, and employees. The Board shall provide annual proof of professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering students, faculty, clinical coordinator, and medical director. The County shall be listed as an insured party on the Certificate of Insurance

- b) The Board agrees to provide Worker's Compensation coverage for all of its employees which meets 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.
11. The Board and TCC agree to be responsible, to the extent provided by law, for the acts and/or omission of their respective officers, employees, and agent. However, this paragraph shall in no way act as a waiver of sovereign immunity or of any other defenses which either party may have to the prosecution of a legal action or any allegations made thereunder.
12. The Board shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA") to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Program contemplated under this Agreement. In conformity therewith, the Board agrees that it will:
- 1) Not use or further disclose PHI except as permitted under this Agreement or as required by law;
  - 2) Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
  - 3) Mitigate, to the extent practical, any harmful effect that is known to the Board of use or disclosure of PHI by the Board in violation of this Agreement;
  - 4) Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Board becomes aware;
  - 5) Ensure that any agents, employees or instructors to whom the Board provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Board with respect to such PHI under this Agreement;
  - 6) Make PHI available to the County and to the Individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;
  - 7) Incorporate any amendments to PHI when notified to do so by the County;
  - 8) Provide an accounting of all users or disclosures of PHI made by the Board as required under HIPAA privacy rule within 60 days;
  - 9) Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Board's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by the Board on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

- B. Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the Board has violated a term or provision of this section pertaining to the Board's material obligations under HIPAA privacy rules, or if the Board engages in conduct which would, if committed by Leon County, result in a violation of the HIPAA privacy rule by the County.
  - C. **Return or Destruction of Health Information:** Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Board, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under the Board's custody or control or which the Board received from or on behalf of Leon County, including any copies of and any health information or compilation derived from and showing an identification of such PHI or such health information. The Board shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the Board shall certify under oath in writing to the County of such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.
  - D. **Continuing Obligations:** The Board's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.
  - E. **Response to Subpoenas:** In the event that the Board receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the Board's security measures, the Board shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.
13. The County and Board agree that this Agreement may be cancelled at any time by either party hereto, with or without cause upon ninety (90) days written notice to the other party to be effective at the completion of the clinical experience of the ongoing classes. No new class will be started during the ninety (90) day period.
14. This Agreement shall remain in effect from August 1, 2015 through July 31, 2016 and then subject to annual renewal upon the mutual consent of both parties.
15. No alteration, modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, at Tallahassee, Leon County, Florida

**TALLAHASSEE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES**

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

**Jim Murdaugh, PhD  
President  
Tallahassee Community College**

**LEON COUNTY, FLORIDA**

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

**Mary Ann Lindley  
Chairman  
Board of County Commissioners**

**ATTESTED BY:**

**Bob Inzer, Clerk of Circuit Court**

BY: \_\_\_\_\_

Approved as to Form:

**COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_

**Herbert W. A. Thiele, Esq.  
County Attorney**



To: Tim Carlson, Leon County Emergency Medical Services

Date: August 4<sup>th</sup> 2015

Re: Contract renewal

Mr. Carlson,

This letter is a request for the renewal of the contract between Leon County EMS and North Florida Community College. We appreciate the job your preceptors do in helping us maintain a quality program and look forward to continuing our relationship.

Additionally, if I can be of any further assistance, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kirkland", is written over a light blue horizontal line.

Mike Kirkland  
Director of EMS Programs  
North Florida Community College

**EMS and Fire Programs**

**Mike Kirkland**  
Director of EMS and Fire Programs  
[kirklandm@nfcc.edu](mailto:kirklandm@nfcc.edu)  
850-973-1673

**Laura Clanton**  
Instructional Coordinator  
Lead Paramedic Instructor  
[clantonl@nfcc.edu](mailto:clantonl@nfcc.edu)  
850-973-9453

**Scott Murfin**  
Clinical Coordinator  
Lead EMT Instructor  
[murfins@nfcc.edu](mailto:murfins@nfcc.edu)  
850-973-9493

**Dani Mays**  
Staff Assistant/Advisor  
[maysd@nfcc.edu](mailto:maysd@nfcc.edu)  
850-973-1665

325 NW Turner Davis Drive  
Madison, Florida 32340  
Telephone: 850.973.1664  
Fax: 850.973.1694  
TTY: 850.973.1611  
[www.nfcc.edu](http://www.nfcc.edu)

## AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2007, between LEON COUNTY, FLORIDA, (hereinafter referred to as the "County") and the NORTH FLORIDA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES (hereinafter referred to as the "BOARD").

## WITNESSETH

WHEREAS, the COUNTY provides emergency medical services within the jurisdictional boundaries of Leon County, in accordance with Florida Statutes; and

WHEREAS, the President of North Florida Community College has recommended to the Board that an EMS Technology Program (hereinafter referred to as the "Program"), be established by the Board for the purpose of preparing emergency medical technician and paramedic students from North Florida Community College, and that the Program contains certain ambulance-based learning experiences required for State certification and the national accreditation of the Program, and that some phases of this specialized training be implemented and take place with the County; and

WHEREAS, the Board wishes to implement in full the recommendations of the President of North Florida Community College for the appropriate course content and proper instructional and practical experiences; and

WHEREAS, the County desires that selected EMT and paramedic training and clinical experiences occur within the vehicles and facilities of the County under its professional supervision.

NOW, THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, it is agreed as follows:

1. The County agrees to permit selected specialized clinical and field-internship training of students enrolled in the Board EMS programs by providing a clinical environment for students to observe and practice hands-on patient care through the cooperation and assistance of County EMT's, paramedics and other employees with the faculty/staff-employees of the Board in the following manner and subject to the following conditions:
  - A. Program guidelines developed by the Board shall be provided to and approved by the County before any Board students may be permitted access to County EMS facilities.

- B. The County agrees to the use of Program guidelines, which the Board faculty member, the Program Medical Director, and the Program Clinical/Coordinator will develop and coordinate with the involved County supervisors. The Program guidelines may require modification from time to time to parallel the upgrading of the EMT and paramedic training to ensure quality in the training and to meet State certification and national accreditation requirements. The County will make a reasonable effort to accommodate changing Program guidelines and accreditation requirements when such guidelines and requirements are not inconsistent with the policies, practices, goals and objectives of the County EMS service. Any changes to the Program guidelines shall be approved by the County prior to implementation.
  - C. The Board students will have the opportunity to ride in the emergency vehicles and provide patient care, under direct supervision of a County EMS EMT or paramedic preceptor and shall not be in the patient compartment alone during patient transport and shall not be used to meet staffing requirements.
  - D. The Board students shall have access to the same personal protective equipment as County employees during the clinical rotations.
  - E. The County shall provide to the school, a policy for notifying the Program about Board students who are exposed to infectious diseases while on clinical assignment. The Board shall be responsible for notifying the student.
  - F. The County will be responsible for making available first aid and emergency department care for any student injured while on clinical assignment. Charges for services rendered shall be the sole responsibility of the student. All follow-up or on-going care shall be the responsibility of the individual Board student.
  - G. The County, upon the recommendation and advice of the Board, shall adopt and implement guidelines regarding Board students, to include but not be limited to:
    - 1) Selection process of paramedic student preceptors
    - 2) Scheduling of student clinical shifts
    - 3) Student dress code
  - H. The County, at its sole discretion, may allow Board faculty and staff to ride shifts in the emergency vehicles.
2. The Board shall appoint a physician to serve as EMS Technology Program Medical Director. The Program Medical Director shall approve the medical content of the Program.

3. The County EMS Medical Director and the Board EMS Program Medical Director shall formulate and agree upon Board student practices to be permitted during clinical rotations, provided all guidelines, as adopted pursuant to Section 1G above, are fully complied with.
4. The Board agrees that each Board student, prior to participating in the clinical training, shall have, on file, proof of the following:
  - A. A physical exam with immunizations.
  - B. A level II criminal background check.
  - C. Board liability and incident insurance acceptable to the County.
  - D. Signed "Assumption of Risk", and "Confidentiality Agreement".
5. The County shall adopt upon the recommendation and advice of the Board a policy for the removal of any Board faculty, employee or student from any EMS vehicles or County facilities. This policy shall, at a minimum, consist of reasons for removal and procedures for notification of Program administrative personnel.
6. The Board agrees and recognizes that the County may at any time require the withdrawal of any Board faculty, employee or student from any EMS vehicles or County facilities whose conduct or work with patients or County personnel is not in full accord with the County's rules and regulations or standards of performance. The Board shall immediately comply with such request. If time or circumstances permit, such requests by the County shall be made in writing to the Board, and shall include the reasons for the requested withdrawal, otherwise the County may take any action it deems appropriate and necessary in this regard.
7. The County and Board expressly agree that all Board faculty and employees under this Agreement shall remain agents or employees of the Board and shall not at any time during the term of the Agreement be deemed to be the personnel, employees, or agents of the County.
8. The County and Board agree that all Board students shall remain students of the North Florida Community College and shall not at any time during the term of this Agreement be deemed to be the personnel, employees or agents of the County or Board. Furthermore, no student shall be subject to call or be considered County staff while participating in clinical training.
9. The County and Board agree that they will never act, or represent that they are acting, as agents of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
10. Insurance
  - A. The Board agrees that it will be solely responsible for all salaries and costs of its own personnel, agents, and employees. The Board shall provide annual proof of

professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering Board students, faculty, clinical coordinator, and medical director. The County shall be listed as an insured party on the Certificate of Insurance.

- B. The Board agrees to provide Worker's Compensation coverage for all of its employees which meets 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.
11. Consistent with the provisions of §768.28, Florida Statutes, and without waiving its rights thereunder, the Board expressly acknowledges its material and financial responsibility for the acts or omissions and the consequences of the acts or omissions of its students, instructors, employees, agents and personnel. Cost of litigation and expenses arising from such situations shall be borne by the Board.
12. The Board shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Program contemplated under this Agreement. In conformity therewith, the Board agrees that it will:
- A. Not use or further disclose PHI except as permitted under this Agreement or as required by law;
  - B. Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
  - C. Mitigate, to the extent practical, any harmful effect that is known to the Board of use or disclosure of PHI by the Board in violation of this Agreement;
  - D. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Board becomes aware;
  - E. Ensure that any agents, employees or instructors to whom the Board provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Board with respect to such PHI under this Agreement;
  - F. Make PHI available to the County and to the individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;
  - G. Incorporate any amendments to PHI when notified to do so by the County;

- H. Provide an accounting of all users or disclosures of PHI made by the Board as required under HIPAA privacy rule within 60 days;
  - I. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Board's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by the Board on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.
  - J. Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the Board has violated a term or provision of this Section 12 pertaining to the Board's material obligations under HIPAA privacy rules, or if the Board engages in conduct which would, if committed by the County, result in a violation of the HIPAA privacy rule by the County.
  - K. **Return or Destruction of Health Information:** Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Board, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under the Board's custody or control or which the Board received from or on behalf of Leon County, including any copies of any health information or compilation derived from and showing an identification of such PHI or such health information. The Board shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the Board shall certify under oath in writing to the County such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.
  - L. **Continuing Obligations:** The Board's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.
  - M. **Response to Subpoenas:** In the event that the Board receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the Board's security measures, the Board shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.
13. The County and Board agree that this Agreement may be cancelled at any time by either party hereto, with or without cause upon ninety (90) days prior written notice to the other

party to be effective at the completion of the clinical experience of the ongoing classes. No new class will start during the ninety (90) day period.

14. This Agreement shall remain in effect from January 1, 2007 through September 30, 2007, and then be subject to annual renewal (October 1 through September 30) upon the mutual consent of both parties.
15. No alteration, modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 17 day of April, 2007 at Tallahassee, Leon County, Florida.

THE DISTRICT BOARD OF TRUSTEES OF  
NORTH FLORIDA COMMUNITY COLLEGE

WITNESS: Cindy M. Gayle

BY: John Maultsby, Jr.  
Chairman

WITNESS: Sammy Herne

LEON COUNTY, FLORIDA

BY: C.E. DePuy, Jr.  
Chairman  
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY: [Signature]

Approved as to Form:

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: [Signature]  
Herbert W.A. Thiele, Esq.  
County Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #18

September 15, 2015

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

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

**Title:** Acceptance of the Florida Department of Health County Emergency Medical Services Entitlement Grant in the Amount of \$41,204

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services Division
<b>Lead Staff/ Project Team:</b>	Timothy Carlson, EMS Financial Compliance Manager

**Fiscal Impact:**

This item is associated with grant funding in the amount of \$41,204 and is contemplated in the FY 15/16 budget.

**Staff Recommendation:**

- Option # 1: Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant in the amount of \$41,204 (Attachment #1), and authorize the County Administrator to execute all documents related to the grant project .
- Option # 2: Approve the Resolution in support of the grant (Attachment #2).

## **Report and Discussion**

### **Background:**

Annually, the Department of Health grants funding to each County in Florida to improve and expand the quality of Emergency Medical Services (EMS).

This grant project is essential to the following FY2012 – FY2016 Strategic Initiative the Board approved at the January 27, 2015 meeting:

- *Provide Emergency Medical Services.*

This particular Strategic Initiative aligns with the Boards Strategic Priority – Quality of Life:

- *Provide essential public safety infrastructure and services which ensures the safety of the entire community (Q2); and,*
- *Maintain and further develop programs and partnerships necessary to support a healthy community, including: access to health care and community-based human services (Q3).*

### **Analysis:**

On July 24, 2015, the County was notified by the Department of Health that this year's grant funding for the County is \$41,204 (Attachment #1). This grant funding is contemplated in the FY 15/16 budget to be used for the acquisition of EMS equipment. As a part of the acceptance process, the Board must approve a Resolution certifying that the grant funds will be used to improve and expand pre-hospital EMS and will not be used to supplant existing County EMS budget allocations (Attachment #2).

### **Options:**

1. Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant in the Amount of \$41,204 (Attachment #1), and authorize the County Administrator to execute all documents related to the grant project.
2. Approve the Resolution in support of the grant (Attachment #2).
3. Do not accept the Florida Department of Health County Emergency Medical Services Entitlement Grant.
4. Board direction.

### **Recommendation:**

Options #1 and #2.

### **Attachments:**

1. Grant Award Notification
2. Resolution

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision: To be the Healthiest State in the Nation**

July 24, 2015

Chairperson  
Leon County BOCC  
301 S. Monroe Street  
Tallahassee, FL 32301

Dear Chairperson:

We are pleased to announce that you may now request your annual emergency medical services (EMS) county grant funds. The amount for your county this year is \$41,204.00. Section 401.113 (I); Florida Statutes, requires the funds must be used solely to improve and expand pre-hospital EMS.

Your grant budget total that you submit must equal the amount cited above. After your new grant begins, you may request the transfer of unexpended funds, if any, from your previous grant to the new grant.

To obtain the new funds, the county must submit an original and one copy of: the two-page application form, the Request for Grant Fund Distribution page and a current resolution described by Item #4 of page one of the application form. Completed applications must be mailed to:

Attn: Alan Van Lewen DOH EMS, County Grants,  
4052 Bald Cypress Way, Mall Bln A-22  
Tallahassee, FL 32399-1722.

I have enclosed a copy of an instruction page and the forms. The deadline for completed applications is December 16, 2015. Please contact me if you have any questions.

Sincerely,

Alan Van Lewen  
Health Services and Facilities Consultant  
EMS Section Grants Unit

Enclosures

RESOLUTION NO. \_\_\_\_\_

WHEREAS, The Board of County Commissioners of Leon County, Florida proposes to submit a EMS County Grant Application to the Florida Department of Health; and,

WHEREAS, The Board of County Commissioners desires to improve the pre-hospital EMS system in order to better serve the public.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby certifies that the proposed use of EMS grant funds will improve and expand the County pre-hospital EMS system and will not be used to supplant current levels of County expenditures.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #19

September 15, 2015

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

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

**Title:** Approval of an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Katherine Burke, P.E., Director of Engineering Services

**Fiscal Impact:**

This item has no current fiscal impact; however, minimum additional maintenance costs for ongoing maintenance are included in the Operations Division proposed FY 16 budget.

**Staff Recommendation:**

Option #1: Approve an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation (Attachment #1), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

At the April 28, 2015 meeting, the Board approved an Agreement with the Florida Department of Transportation (FDOT) that provided for striping and signage at the following intersections:

- CR 346 (Ox Bottom Road) at SR 61 (Thomasville Road)
- CR 142 (Old Magnolia Road) at SR 10 (US 90)
- Village Way at SR 263 (Capital Circle NW)
- CR 1583 (Barineau Road) at SR 10 (US 90)
- CR 2204 (Oak Ridge Road) at SR 61 (Wakulla Springs Road)
- Page Road at SR 363 (Woodville Highway)
- Natural Bridge Road at SR 363 (Woodville Highway)

After approval of the Agreement, FDOT realized that two additional intersections were within the County's jurisdiction and requested that they be added to the Agreement.

The two additional locations are:

- Cynthia Drive and Booth Road at CR 63 (US 27/North Monroe)
- Southern Street at SR 263 (Capital Circle)

### **Analysis:**

The Engineering Services and Operations Divisions reviewed the proposed striping and signage plans and have approved the installation of the pavement markings and signs within the various County rights of way adjacent to the state roads.

The County is responsible for maintenance of the striping and signage improvements within the County approaches to the state highway system. FDOT is responsible for maintenance of any improvements installed within their rights of way.

The minimal additional striping and signage for these two intersections added to the County's inventory for maintenance will have a de minimus impact on the Operations Division budget.

### **Options:**

1. Approve an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve an Addendum to Off System Project Maintenance Agreement with the Florida Department of Transportation.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Addendum to Off System Project Maintenance Agreement
2. Plans of Proposed Improvements

**ADDENDUM TO  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFF SYSTEM PROJECT MAINTENANCE AGREEMENT  
DATED JUNE 26, 2015**

THIS AGREEMENT is an Addendum to the Agreement between the State of Florida Department of Transportation "DEPARTMENT," and Leon County, Florida, a charter county and political subdivision of the State of Florida, "COUNTY."

**RECITALS**

WHEREAS, the State of Florida Department of Transportation and Leon County, Florida entered into an Off System Project Maintenance Agreement dated June 26, 2015 which was approved by the Board of County Commissioners on April 28, 2015; and

WHEREAS, the DEPARTMENT and the COUNTY have discovered the need to add two additional intersections to the Agreement, being Cynthia Drive and Booth Road at CR 63 (US 27 / Monroe Street) and Southern Street at SR 263 (Capital Circle); and

WHEREAS, these additional intersections are also part of the FDOT Safety Improvement Project; and

WHEREAS, the other recitations set forth in the existing agreement dated June 26, 2015 are still true and accurate and are not to be disturbed by this Addendum.

NOW, THEREFORE, the parties hereto agree to this Addendum to modify paragraph 1 of the Agreement dated June 26, 2015 to read as follows:

1. Federal funding is available for the costs of signing, pavement marking and other minor related improvements on the following facilities pursuant to Title 23, United States Code; and

- CR 346 (Ox Bottom Road) at SR 61 (Thomasville Road)
- CR 142 (Old Magnolia Road) at SR 10 (US 90)
- Village Way at SR 263 (Capital Circle NW)
- CR 1583 (Barineau Road) at SR 10 (US 90)
- CR 2204 (Oak Ridge Road) at SR 61 (Wakulla Springs Road)
- Page Road at SR 363 (Woodville Highway)
- Natural Bridge Road at SR 363 (Woodville Highway)
- Cynthia Drive and Booth Road at CR 63 (US 27 / Monroe Street)
- Southern Street at SR 263 (Capital Circle)

All other terms and conditions set forth in the Off System Project Maintenance Agreement dated June 26, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Addendum on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

\_\_\_\_\_  
Signature

Printed: James T. Barfield, P.E.

Title: District Secretary

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_  
Signature

Printed: Vincent S. Long

Date: \_\_\_\_\_

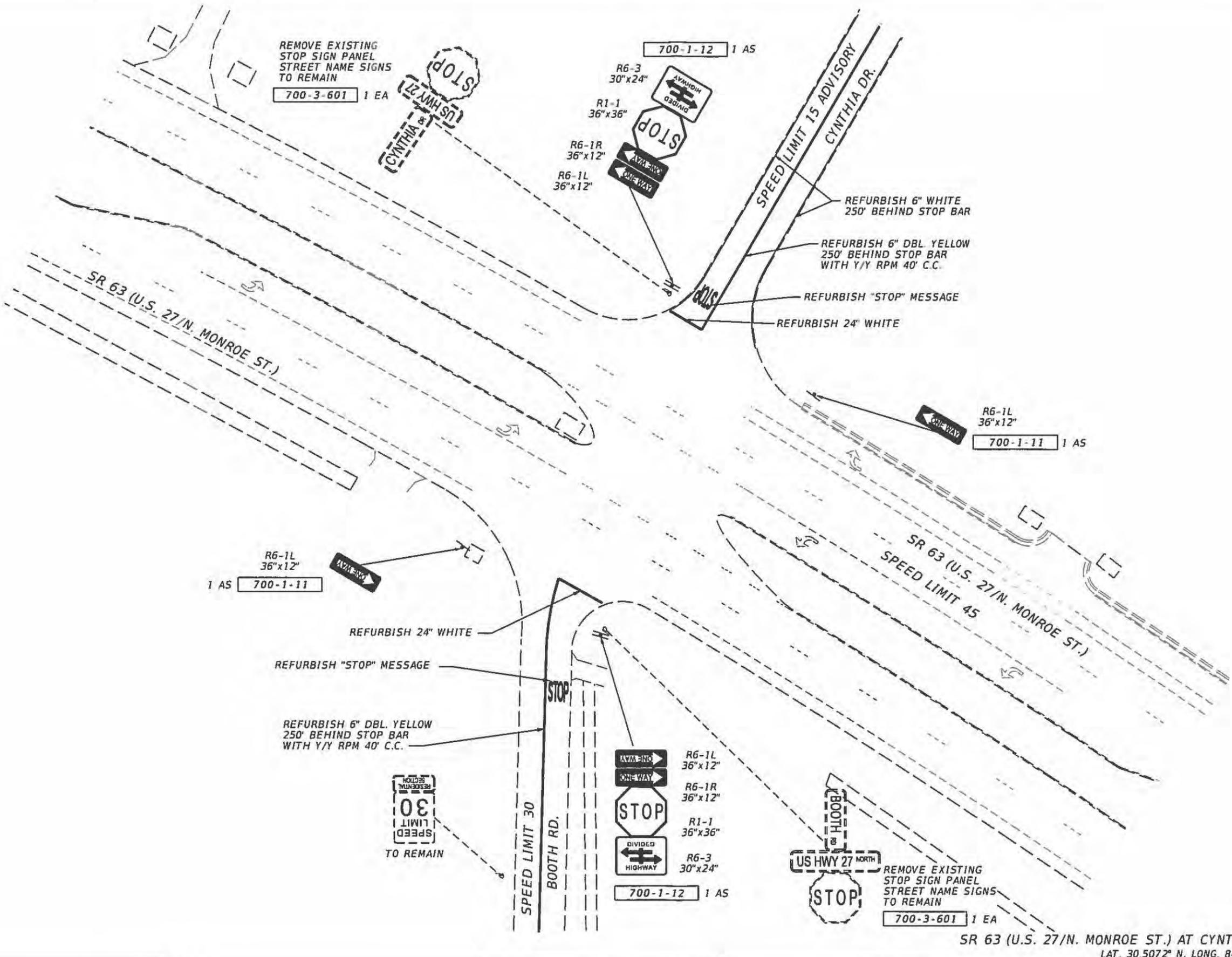
Attest:

Bob Inzer, Clerk of the Circuit Court and Comptroller, Leon County, Florida

By: \_\_\_\_\_

Approved as to Form:  
Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W.A. Thiele  
County Attorney



SR 63 (U.S. 27/N. MONROE ST.) AT CYNTHIA DR./BOOTH RD. (13554292)  
LAT. 30.5072° N, LONG. 84.3340° W

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

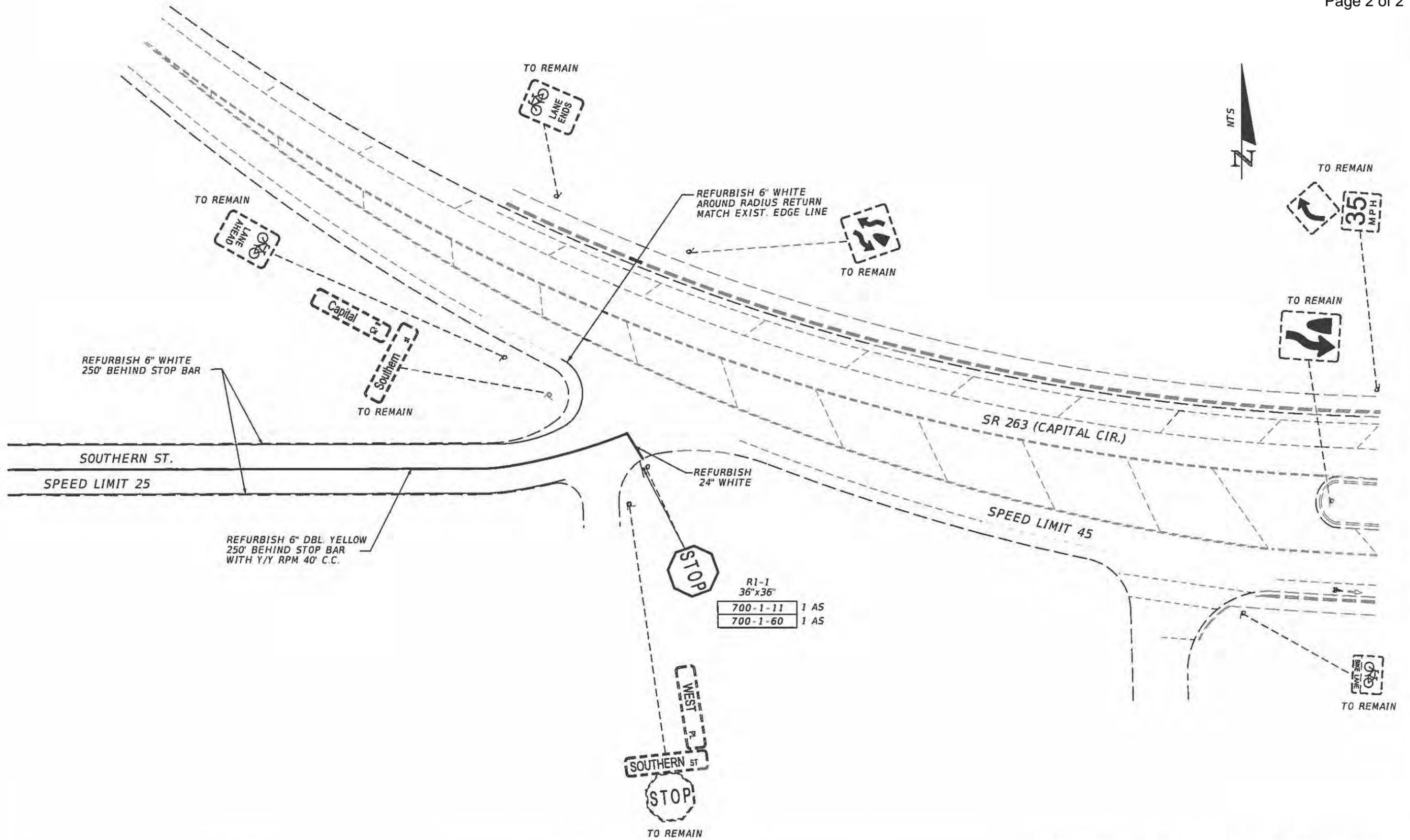
Comprehensive Engineering Services, Inc.  
201 S Orange Ave, Suite 1300  
Orlando, FL 32801-3442  
Certificate of Authorization - PS82  
Matthew R. Gibbs, P.E., License No. 64741

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 63	LEON	433519-3-52-01

**SIGNING AND PAVEMENT  
MARKING PLAN**

Posted at 2:00 p.m. on September 4, 2015

SHEET NO.  
**10**



SR 263 (CAPITAL CIR.) AT SOUTHERN ST. (I35515887)  
LAT. 30.3763° N, LONG. 84.2981° W

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS				Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization # 1882 Timothy W. Linder, P.E., License No. 56190	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>SIGNING AND PAVEMENT MARKING PLAN</b> Posted at 2:00 p.m. on September 4, 2015	SHEET NO. 23
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 263	LEON	433519-3-52-01		

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #20

September 15, 2015

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

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Request to Schedule First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services" for Tuesday, October 13, 2015 at 6:00 p.m.

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<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Jessica M. Icerman, Assistant County Attorney

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option # 1: Schedule the first and only Public Hearing to consider the adoption of a proposed ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services" (Attachment #1) for Tuesday, October 13, 2015 at 6:00 p.m.

Title: Request to Schedule First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services" for Tuesday, October 13, 2015 at 6:00 p.m.

September 15, 2015

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## **Report and Discussion**

### **Background:**

Pursuant to Florida Statutes Section 125.5801, a county may require, by ordinance, state and national criminal history screenings for a private contractor or an employee of a private contractor, vendor, repair person or delivery person who is subject to licensing regulation by the county, or who has direct contact with individual members of the public in such a manner that the county finds that preventing unsuitable persons from having such contact is critical to security or public safety. The ordinance must require each person in such a position to undergo fingerprinting, which shall be submitted to the Florida Department of Law Enforcement (FDLE) for a state criminal history record check and to the Federal Bureau of Investigation (FBI) for a national criminal history record check.

On June 28, 2005, Leon County adopted Ordinance 05-20 setting forth its towing regulations, codified in Chapter 11, Article XIII of the Leon County Code of Laws. Since 2005, the County towing regulations have required all wrecker owners or operators to obtain a wrecker operator's identification card prior to conducting any towing services. As part of the application process, applicants must undergo a background check consisting of fingerprint-based criminal history check through the Florida Criminal Information Center (FDLE) and the National Criminal Information Computer (FBI) and a driver's license history check. Additionally, a wrecker owner or operator must undergo the same criminal history checks on an annual basis to renew his or her wrecker operator's identification card. The Sheriff's Office is responsible for issuing and renewing wrecker operator's identification cards.

### **Analysis:**

During an audit performed by FDLE of the Sheriff's Office this year, FDLE opined that the County's towing regulations were insufficient with respect to performing fingerprint-based criminal history record checks for a civilian purpose. FDLE suggested the County amend its towing regulations to comport with Section 125.5801, Florida Statutes. The proposed ordinance (Attachment #1) would amend Section 11-336 of the Leon County Code of Laws to provide for language that would allow the Sheriff's Office to utilize the Florida Criminal Information Center (FDLE) and the National Criminal Information Computer (FBI) to perform the fingerprint-based criminal history checks of wrecker owners or operators. Additionally, minor amendments are proposed to correct scrivener's errors within Section 11-336. The proposed Ordinance has been submitted to FDLE and the FBI for review.

Title: Request to Schedule First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services" for Tuesday, October 13, 2015 at 6:00 p.m.

September 15, 2015

Page 3

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**Options:**

1. Schedule the first and only Public Hearing to consider the adoption of a proposed ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services" (Attachment #1) for Tuesday, October 13, 2015 at 6:00 p.m.
2. Do not schedule the first and only Public Hearing to consider the adoption of a proposed ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services" (Attachment #1) for Tuesday, October 13, 2015 at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Draft Ordinance

HT/JMI/JMI

ORDINANCE NO. 15-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11, ARTICLE XIII ENTITLED “TOWING SERVICES” OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 11-336, WRECKER OPERATOR’S IDENTIFICATION CARD, RENEWAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 11, Article XIII of the Code of Laws of Leon County regulates and licenses towing establishments and towing wrecker operators in Leon County; and

WHEREAS, Section 125.5801, Florida Statutes, authorizes a county to require, by ordinance, state and national criminal history screening for any private contractor, employee of a private contractor, vendor, repair person, or delivery person who is subject to licensing or regulation by the county; and

WHEREAS, Section 125.5801, Florida Statutes, authorizes a county to require, by ordinance, state and national criminal history screening for any private contractor, employee of a private contractor, vendor, repair person, for-hire chauffeur, or delivery person who has direct contact with individual members of the public; and

WHEREAS, pursuant to Section 125.5801, Florida Statutes, a county is authorized to require, by ordinance, fingerprint-based state and national criminal history record checks through the Florida Department of Law Enforcement and Federal Bureau of Investigation; and

WHEREAS, the Board desires to amend Chapter 11, Article XIII of the Code of Laws of Leon County to comport with Section 125.5801, Florida Statutes; and

WHEREAS, the Board finds and declares that amendments to Chapter 11, Article XIII of the Code of Laws of Leon County are necessary for the security and public safety of persons who utilize towing services in Leon County;

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

**Section 1.** Chapter 11, Article XIII, Section 11-336 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 11-336. Wrecker operator’s identification card; renewal.**

(a) No wrecker owner or operator shall conduct towing services without first having obtained a wrecker operator’s identification card from the LCSO. After satisfactory completion of the

1 required application process, the LCSO shall issue an identification card. Each identification card  
2 shall contain the following:

- 3 (1) A photograph of the towing wrecker operator;
- 4 (2) The name of the wrecker service and towing wrecker operator's first and last name;  
5 and
- 6 (3) A control number that can be linked ~~back~~ to the driver's personal information.;

7 If the identification card is lost, damaged, stolen or becomes illegible, the card; shall be replaced by  
8 the LCSO.

9 (b) It shall be a violation of this article for the owner of any towing establishment to permit  
10 any person to be employed as a towing wrecker operator within the county unless such person has  
11 been granted an identification card to engage in consensual or non-consensual towing by the LCSO.  
12 Each identification card shall be valid for one year from date of issuance.

13 (c) In order to secure a towing wrecker operator identification card, an applicant shall  
14 comply with the following and provide such information on a form provided by the LCSO.

- 15 (1) The applicant shall be at least 18 years of age.
- 16 (2) The applicant shall possess a valid Florida driver's license for the class of towing  
17 vehicle operated and provide a photocopy to the wrecker administrator.
- 18 (3) The applicant shall provide a copy of his/her medical certification card, if applicable.
- 19 (4) The applicant shall be competent by reason of experience and/or training to safely  
20 operate the class of towing vehicle driven. The applicant shall be able to demonstrate  
21 his/her ability to safely operate the towing vehicle.
- 22 (5) The applicant shall be insured by the towing establishment's insurance provider.
- 23 (6) The applicant shall not have a prior conviction of the following:
  - 24 a. Any felony conviction within the previous five years from the date of  
25 application/renewal if his or her civil rights have not been restored.;
  - 26 b. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of  
27 guilt, within the previous ten years from the date of application/renewal, for a  
28 felony or first degree misdemeanor directly related to the business of towing  
29 motor vehicles.;
  - 30 c. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of  
31 guilt, within the previous five years, of driving under the influence of alcohol, a  
32 controlled substance, or a chemical substance, to the extent that normal faculties  
33 are impaired.; ~~driving with an unlawful blood alcohol level;~~

- 1 d. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of  
2 guilt, for a violent felony offense, sexual, or lewd and lascivious offense;  
3 regardless of the amount of time that has elapsed between the date of the  
4 application/renewal and the final disposition of the case.
- 5 e. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of  
6 guilt, for any felony offense(s) that the sheriff or his or her designee determines to  
7 be a threat to the safety and welfare of the public, regardless of the amount of  
8 time that has elapsed between the date of application/renewal and the final  
9 disposition of the case.
- 10 f. More than two traffic citations resulting from accidents within the previous three  
11 years from the date of application/renewal wherein the driver has been found  
12 guilty or pled guilty.
- 13 g. More than two convictions of first degree misdemeanor traffic crimes, including  
14 but not limited to, ~~the following~~: reckless driving, careless driving and racing,  
15 within the previous three years from the date of application/renewal wherein the  
16 driver has been found guilty or pled guilty.
- 17 h. More than three separate incidents involving moving violations in any 12-month  
18 period within the previous three years from the date of application/renewal  
19 wherein the driver has been found guilty or pled guilty.
- 20 i. Has been classified as a habitual traffic offender (as defined by Florida Statutes)  
21 or as defined by the state where he/she previously resided within the previous  
22 five years from the date of application/renewal.
- 23 (7) The applicant shall undergo a background check consisting of:
- 24 a. Fingerprint-based state and national criminal history record checks through the  
25 Florida Department of Law Enforcement and Federal Bureau of Investigation in  
26 accordance with Section 125.5801, Florida Statutes; and Fingerprinting;
- 27 b. Driver's license history; ~~and~~
- 28 ~~c. Criminal history check via the Florida Criminal Information Center/National~~  
29 ~~Criminal Information Computer.~~
- 30 (d) Renewals.
- 31 (1) The wrecker operator's identification card shall be renewed annually for operators  
32 who remain with the same towing establishment. Prior to an operator towing with a  
33 different towing establishment, the operator shall notify the LCSO towing  
34 administrator and obtain a new identification card.
- 35 (2) Towing establishments shall be re-inspected every year.  
36



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #21

September 15, 2015

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

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Approval of Mediated Settlement Agreement in Eminent Domain Acquisition of Property Needed for the North Monroe Street Northbound Through/Turn Lane Project

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<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	N/A
<b>Lead Staff/ Project Team:</b>	Daniel J. Rigo, Assistant County Attorney

**Fiscal Impact:**

This item has a fiscal impact. The proposed settlement amount to the owners of \$178,750 includes the County's previous payment of its \$17,400 good faith estimate of compensation, as directed by the Court's Order of Taking in January 2015. Therefore, the Board's approval of the Mediated Settlement Agreement will require the County's payment to the owner of the \$161,350 balance of the settlement amount along with the payment of the owners' statutorily required attorneys' fees in the amount of \$45,426. In addition, subsequent to mediation the parties have agreed to a proposed settlement of all statutorily required expert fees and costs in the total amount of \$31,970. The total of funds required for this settlement (\$238,746) is included in the adopted North Monroe Street Northbound Through/Turn Lane Project budget and adequate funding is available.

**Staff Recommendation:**

Option #1: Approve Mediated Settlement Agreement and proposed settlement amount for expert fees and costs in eminent domain acquisition of property needed for North Monroe Street Northbound Through/Turn Lane Project (Attachment #1).

## Report and Discussion

### **Background:**

The County Attorney seeks the Board's approval of a Mediated Settlement Agreement, which reflects the terms of a settlement of full compensation reached at the July 23, 2015 mediation in the eminent domain matter of *Leon County, Florida vs. C.D. Roberts Properties, LLC, James W. Ragans, and Vested Motors VIII, LLC d/b/a Tuffy Auto Service Center*, Case No. 2014 CA 002293. As authorized by the Board in Resolution No. 14-08, the matter was commenced by the County in August 2014 seeking a temporary construction easement ("TCE") over a portion of the commercial property located at the northeast corner of North Monroe Street and Allen Road (Attachment #2) (the "Property"). The owners of the Property include two fee simple co-owners, as Landlord, and a Tuffy Auto Service Center franchisee, as Tenant and business owner. An Order of Taking was subsequently entered by the Court in January 2015, which conveyed title to the TCE, identified as Parcel 701, upon the County's deposit in the Court Registry of its good faith estimate of full compensation in the amount of \$17,400. In addition to the fee owners' constitutional entitlement to full compensation, the business owner has a statutory entitlement to business damages for any lost profits resulting from the denial of the use of the TCE. The County's initial estimate of business damages in the amount of \$54,000 was offered to the business owner in December 2014 and was rejected. All parties thereafter agreed to try to resolve the matter at mediation.

The County representatives in attendance at the mediation were Dan Rigo from the County Attorney's Office and the County's outside legal counsel, Vivian Arenas-Battles, together with Charles Wu from the Department of Public Works. At the conclusion of an all-day mediation session, the parties reached a settlement and agreed that it would be presented to the Board for consideration at the September 15, 2015 regular meeting. The confidentiality requirement associated with all mediations prohibits the disclosure of matters discussed at mediation and limits the presentation to a summary of the facts and the terms of the settlement.

The Property contains approximately 0.7 acres and is improved with an auto service and repair facility operated by the Tenant as a Tuffy Auto Service Center. The Property has two driveway connections; one on North Monroe Street and the other on Allen Road. Parcel 701 is a 1,999 square foot temporary construction easement over the Property's North Monroe Street driveway required for regrading and reconnection of the driveway into the Property from the new through/turn lane to be constructed within the existing right-of-way. The TCE expires upon the final completion of construction of the Project, but in no event later than five years after the January 2015 acquisition date.

Coming into mediation, the parties' positions were as shown in the following tables:

FEE OWNERS FULL COMPENSATION		
	County Position	Fee Owners Position
TCE	\$ 17,400	\$ 15,000
Cure	0	167,682
<b>Total</b>	<b>\$ 17,400</b>	<b>\$ 182,682</b>

BUSINESS OWNER FULL COMPENSATION		
	County Position	Business Owner Position
Lost Profits	\$ 54,000	194,700
Cure	0	47,500
<b>Total</b>	<b>\$ 54,000</b>	<b>\$ 242,200</b>

As combined, the County's position at mediation on full compensation for both the fee owners and business owners was a total of \$71,400. The combined total of the fee owners' and business owner's position, assuming only the fee owners' cure is implemented, was \$377,382. The proposed settlement amount agreed to at mediation, exclusive of attorneys' fees and experts' fees and costs, is \$178,750.

**Analysis:**

The major issue in this case is the increase in the slope of the driveway resulting from the change in the grade of the road after the construction of the new through/turn lane. Currently, the driveway slopes upward from North Monroe Street into the Property at an angle of approximately 8%. If the driveway were to be reconstructed at the same angle from the new through/turn lane, it would interfere with the on-site underground stormwater collection system and necessitate modification of that system. In order to avoid that impact, the County proposes a driveway that increases the upward slope to approximately 13%, which necessitated a driveway variance from FDOT because it exceeds the FDOT 10% maximum design guidelines for commercial driveways. The fee owners and business owners, however, both agree that the proposed 13% slope is not safe and would significantly impact the ingress and egress of its typical auto service customers. They propose a cure plan that reestablishes the current 8% slope and necessitates the modification of the underground stormwater collection system.

The County's position is that the increased slope of the driveway results directly from the change in the grade of the road being constructed in the right-of-way. Florida law is clear that damages caused by a change in grade within existing right-of-way are normally not compensable. However, Florida law recognizes an exception to that rule which allows such damages if the use of the land acquired, in this case the TCE, constitutes an integral and inseparable part of the single use to which the land acquired and the adjoining land is put. Based on this exception, the owners' position is that the County's use of the TCE to regrade and reconnect the driveway is an integral and inseparable part of the entire through/turn lane project and, therefore, the damages caused by the change of grade are compensable regardless of whether it occurs within the right-of-way or within the TCE.

The Mediated Settlement Agreement provides for the County's payment of full compensation in the total amount of \$224,176, apportioned as follows:

- Full compensation to the fee owners in the amount of \$106,250;
- Full compensation to the business owner in the amount of \$72,500;
- Statutorily required attorney's fees to the fee owners' attorney in the amount of \$29,321; and
- Statutorily required attorney's fees to the business owner's attorney in the amount of \$16,105.

The total settlement amount will be reduced by the amount of the County's previously deposited good faith estimate of value

The attorneys' fees in this matter include a statutory benefit attorney's fee and a fee for time incurred for apportionment matters. The statutory benefit fee of \$35,426 is derived from the statutory formula of 33% of the difference between the sum of the County's initial offers (\$71,400) and the settlement amount (\$178,750). The fee for apportionment matters of \$10,000 was negotiated based on a reasonable number of hours needed for the business owner's attorney to advise his client on the matters involved in the apportionment of the full compensation between the owners.

Subsequent to mediation, the parties negotiated a proposed settlement amount for the statutorily required expert fees and costs incurred by in the owners in defense of the County's acquisition. The fee owners utilized the services of an appraiser, engineer, and surveyor who have agreed to accept a total amount of \$14,832 for their services, and the business owner utilized the services of a CPA, engineer, and land planner who have agreed to accept \$17,138 for their services. Based on our experience in similar matters proceeding to this point in litigation, the proposed settlement amount of \$31,970 to be paid for the six expert consultants in this matter is considered reasonable based on the legal issues involved.

Upon approval of the Mediated Settlement Agreement, a stipulated final judgment will be presented to the Court reflecting the terms of the settlement. Should the Board reject this settlement, the case will be set for a jury trial and the matter will be resolved by jury verdict.

**Options:**

1. Approve Mediated Settlement Agreement and proposed settlement amount for expert fees and costs in eminent domain acquisition of property needed for North Monroe Street Northbound Through/Turn Lane Project (Attachment #1).
2. Do not approve Mediated Settlement Agreement and proposed settlement amount for expert fees and costs in eminent domain acquisition of property needed for North Monroe Street Northbound Through/Turn Lane Project.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Mediated Settlement Agreement
2. Property Location Map

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT  
IN AND FOR LEON COUNTY, FLORIDA**

**LEON COUNTY, FLORIDA,**

**CASE NO. 2014 CA 002293**

Petitioner,

vs.

**PARCEL: 701**

**C.D. ROBERTS PROPERTIES, L.L.C., et. al.,**

Respondents.

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**MEDIATED SETTLEMENT AGREEMENT**

Pursuant to the Mediation Conference held on July 23, 2015, the parties have agreed to abide by the following:

1. Petitioner, Leon County ("Petitioner"), shall pay the Respondents, C.D. Roberts Properties, LLC James W. Ragans, and Vested Motors VIII, Inc. d/b/Tuffy Auto Service Center (collectively "Respondents") the total sum of \$178,750.00 in full settlement of all claims for compensation from Petitioner, including statutory interest, but excluding attorney's fees and attorney's costs and expert fees and expert costs, and subject to any remaining apportionment interests of other parties.
2. Petitioner shall also pay Respondents the sum of \$45,425.50 for any and all attorney's fees and attorney's costs in this case, including any fees for apportionment, but excluding any attorney's fees incurred for any contested expert fee hearings. Such amount shall be apportioned between Fixel & Willis to receive \$29,320.50 and Equels Law Firm to receive \$16,105.00.
3. This Agreement is subject to approval by the Board of County Commissioners of Leon County no sooner than its next regularly scheduled meeting on September 15, 2015.
4. This Agreement excludes expert fees and costs which shall be determined at a later date by agreement of the parties or award of the Court.
5. This Agreement resolves all issues related to apportionment and rent reduction between C. D. Roberts Properties LLC/ James W. Ragans and Vested Motors VIII, LLC d/b/a Tuffy Auto Service Center, the tenant of the subject property. Vested Motors VIII, LLC d/b/a Tuffy Auto Service Center agrees to accept as full and final settlement of all claims the sum of \$72,500.00 in business damages, payable from the total compensation in paragraph 1 above. No apportionment of C.D. Roberts Properties, LLC and James W. Ragans \$106,250.00 in settlement proceeds will occur, and Vested Motors VIII, LLC d/b/a Tuffy Auto Service Center will not seek a rent reduction related to this case.

6. C. D. Roberts Properties LLC/ James W. Ragans and Vested Motors VIII, LLC d/b/a Tuffy Auto Service Center agree that a cure plan to be agreed upon by such Respondents shall be effectuated by them; provided, however, that construction of such cure shall not interfere with the FDOT's construction of the project.
7. Upon completion of construction within Parcel 701 Leon County shall execute and record in the Official Records of Leon County a document to reflect the expiration of the temporary construction easement and effectively extinguish therein any and all interest of Leon County.
8. This settlement and the resulting Stipulated Final Judgment are based on Petitioner implementing Petitioner's construction plans and specifications, attached as composite Exhibit "P", as said plans relate to Parcel 701 and its remainder. Accordingly, if the project is not so implemented, Respondents shall have the same remedies as would have been afforded to them had the case been resolved by verdict with said plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4<sup>th</sup> DCA 1974).
9. The parties shall prepare and agree to the form of a Stipulated Final Judgment within seven (7) days of this Agreement reflecting the terms of this Agreement.
10. Pursuant to Florida Statutes 44. 102(3), the parties agree to keep communications during the Mediation confidential.

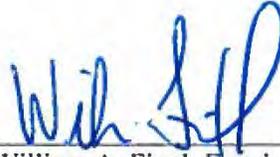
THIS STIPULATION BECOMES BINDING UPON THE PARTIES BY THEIR EXECUTION AND THAT OF THEIR COUNSEL AND THE BOARD OF COUNTY COMMISSIONERS.

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DATED this 23<sup>rd</sup> day of July, 2015.



Vivian Arenas-Battles, Esquire  
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Attorney for Petitioner



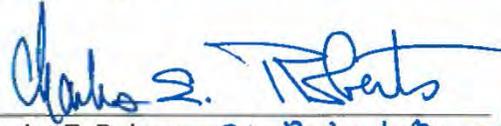
William A. Fixel, Esquire  
Florida Bar No. 0084172  
[wfixel@fixelwillis.com](mailto:wfixel@fixelwillis.com)  
[fixelservice@fixelwillis.com](mailto:fixelservice@fixelwillis.com)  
Joe W. Fixel, Esquire  
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FIXEL & WILLIS  
211 S. Gadsden Street  
Tallahassee, FL 32301  
Telephone: (850) 681-1800  
Facsimile: (850) 681-9017

Attorneys for Respondents - *CD Roberts Properties*  
*and James W. Ragans.*



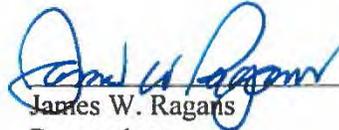
Name Printed: *H.C. Charles Wu, P.E.*  
For Leon County



Charles E. Roberts - *CD Roberts Properties, LLC*  
Respondent



Bob Deal, Esquire  
Mediator



James W. Ragans  
Respondent

P248-844-0000-701100



J. Stanley Chapman  
Attorney for *Vesked*  
*Motors VIII, LLC db/a*  
*Tuffy Auto Service Center.*



Steve Myers - *Vesked Motors VIII,*  
*LLC db/a Tuffy Auto*  
*Service Center*

**COMPONENTS OF CONTRACT PLANS SET**

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE #11 SHEET OF EACH COMPONENT

**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	TYPICAL SECTIONS
4	SUMMARY OF QUANTITIES
5	SUMMARY OF QUANTITIES
6	SUMMARY OF DRAINAGE STRUCTURES
7	GENERAL NOTES
8	PLAN SHEETS
9	INTERSECTION DETAILS
10	DRIVEWAY PLAN / PROFILE
11	DRAINAGE STRUCTURES
12	DRAINAGE DETAILS
13	ROADWAY SOIL SURVEY
14	CROSS SECTIONS
15	DRIVEWAY CROSS SECTIONS
16	STORM WATER POLLUTION PREVENTION PLAN
17	TRAFFIC CONTROL PLAN
18	UTILITY ADJUSTMENTS

**LIST OF REVISED INDEX DRAWINGS**

INDEX NO.	SHEET NO.

**GOVERNING STANDARDS AND SPECIFICATIONS**

Florida Department of Transportation, 2015 Design Standards and revised Index Drawings as appended herein, and January 2015 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents

For Design Standards click on the "Design Standards" link at the following web site:  
<http://www.dot.state.fl.us/roadsign/>

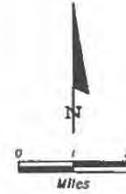
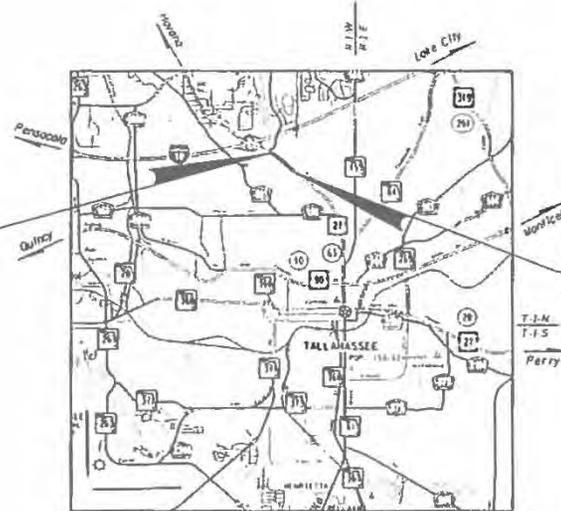
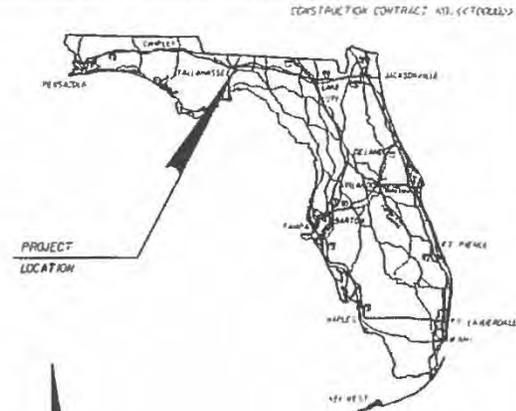
For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:  
N/A: <http://www.dot.state.fl.us/specifications/index/>

REVISIONS:  
FINANCIAL PROJECT ID 410409-1-54-01

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS**

FINANCIAL PROJECT ID 410409-1-54-01  
LEON COUNTY (55010)  
STATE ROAD NO. 63



ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

JAMES P. SULLIVAN, P.E., 4209  
5011 E. 130th STREET, SUITE 100  
P.O. BOX 100, SUITE 100  
TALLAHASSEE, FL 32303

PLANS PREPARED BY:

JAMES P. SULLIVAN, P.E., 4209  
5011 E. 130th STREET, SUITE 100  
P.O. BOX 100, SUITE 100  
TALLAHASSEE, FL 32303  
CERTIFICATE OF AUTHORIZATION 000040  
RENEWAL 04-14-15  
CONTRACT 1-9658

NOTE: THE SCALE OF THESE PLANS MAY VARY DUE TO REPRODUCTION

THE LATEST REVISIONS INCLUDED IN THE CONTRACT PLANS ARE PENDING UPON THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FINAL APPROVAL



ROADWAY PLANS  
ENGINEER OF RECORD: JAMES P. SULLIVAN, P.E.

P.E. NO. 142009

PROJECT LENGTH BASED ON G.F. SURVEY

	LINEAR FEET	MILES
ROADWAY	3,848.71	0.729
BRIDGES	0.00	0.000
NET LENGTH OF PROJECT	3,848.71	0.729
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	3,848.71	0.729

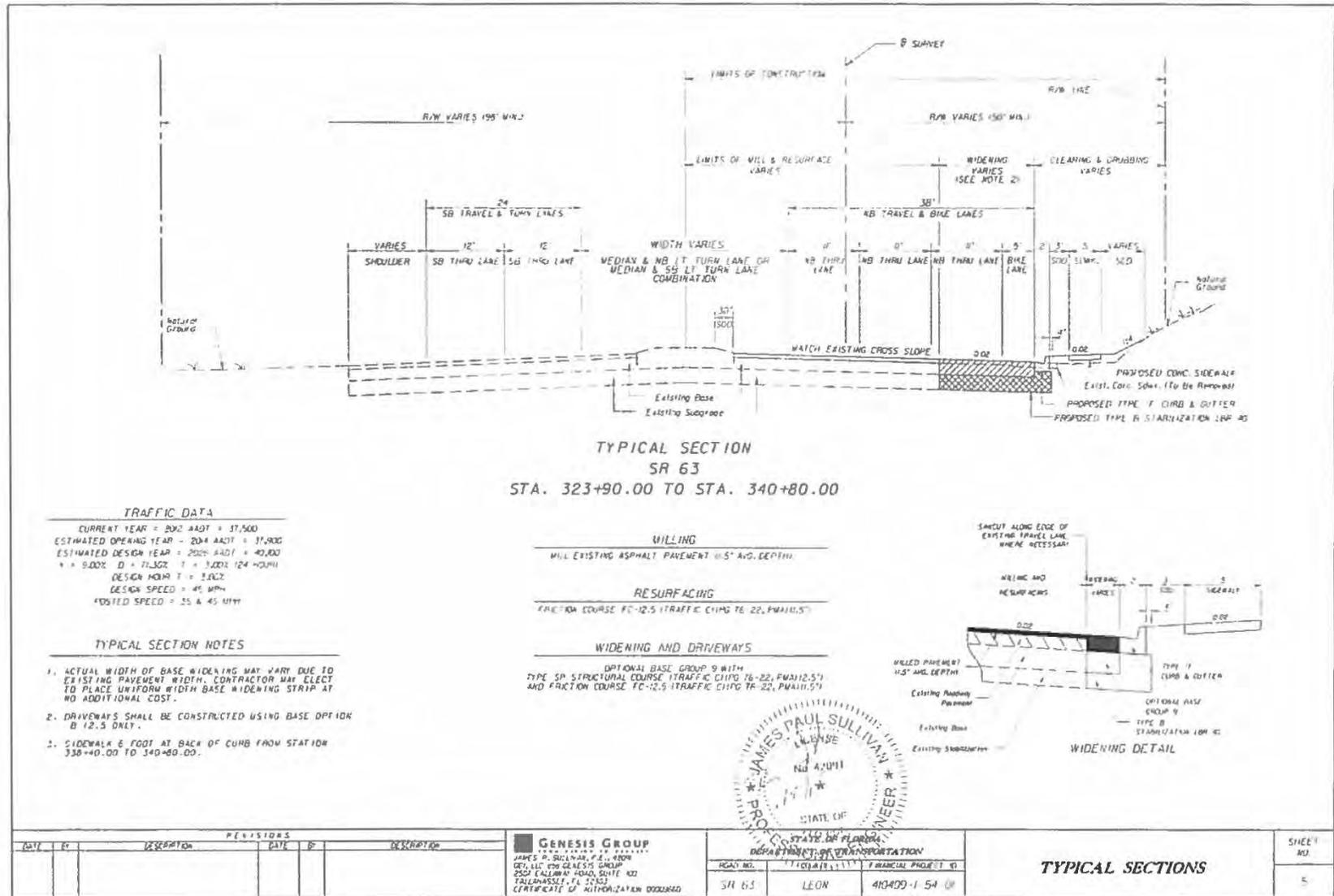
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DATE	DESCRIPTION

PROJECT MANAGER: CHARLES WU, P.E. (LEON COUNTY)

FISCAL YEAR	SHEET NO.
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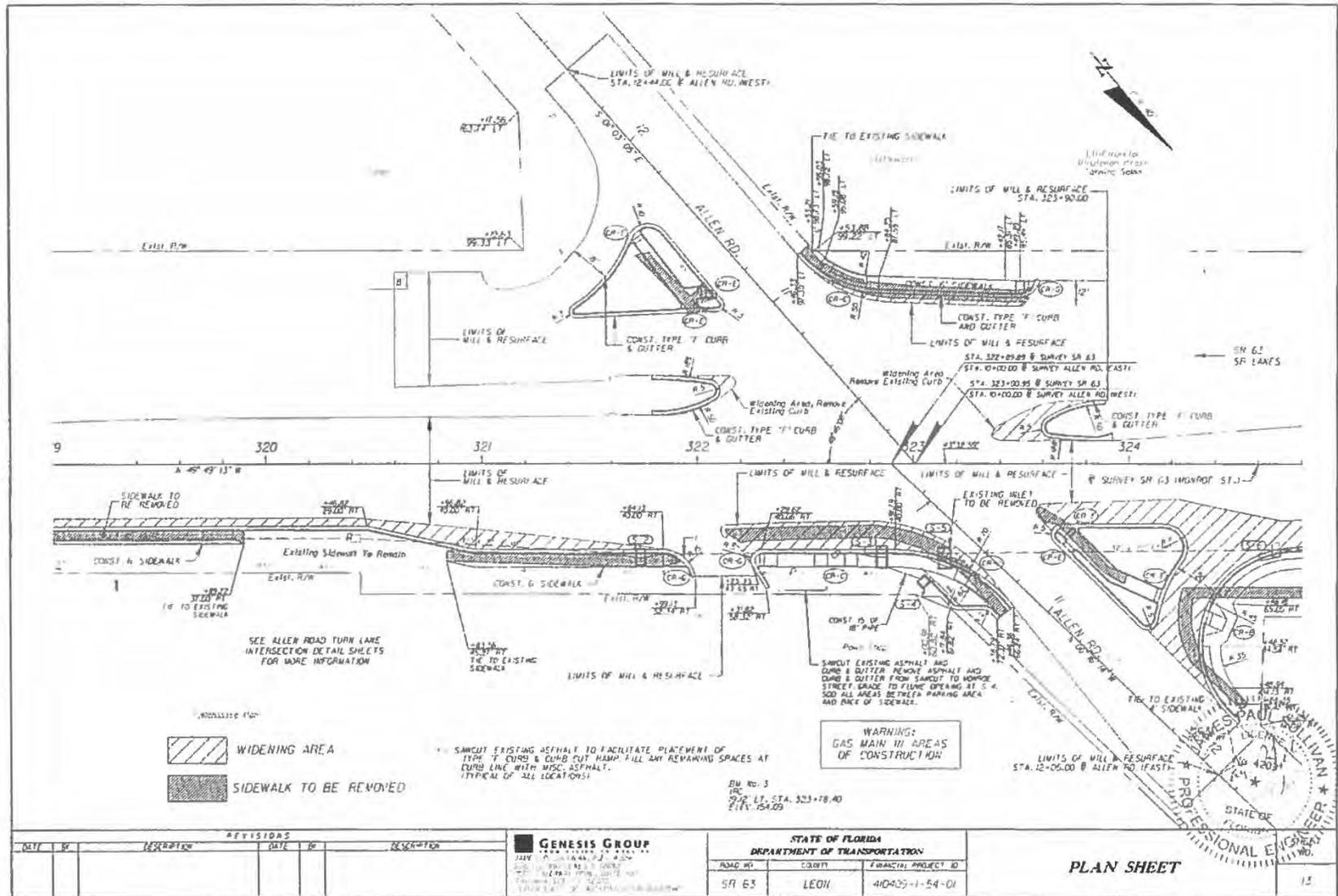
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CML 07/08/15

Page 2 of 23



REV	BY	DESCRIPTION	DATE	TO	DESCRIPTION

**GENESIS GROUP**  
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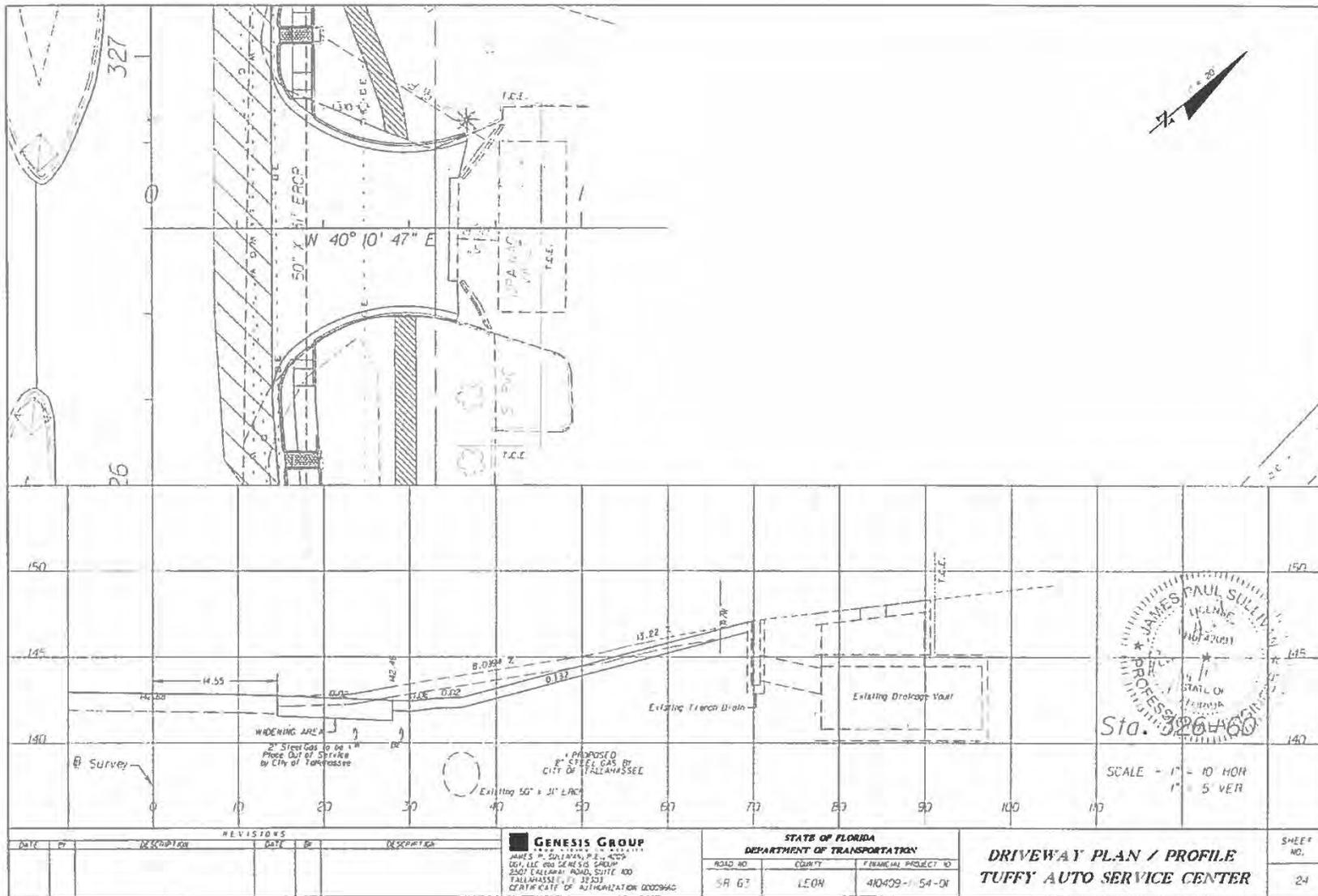
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FISCAL PROJECT ID
SR 63	LEON	410435-1-54-01

**PLAN SHEET**

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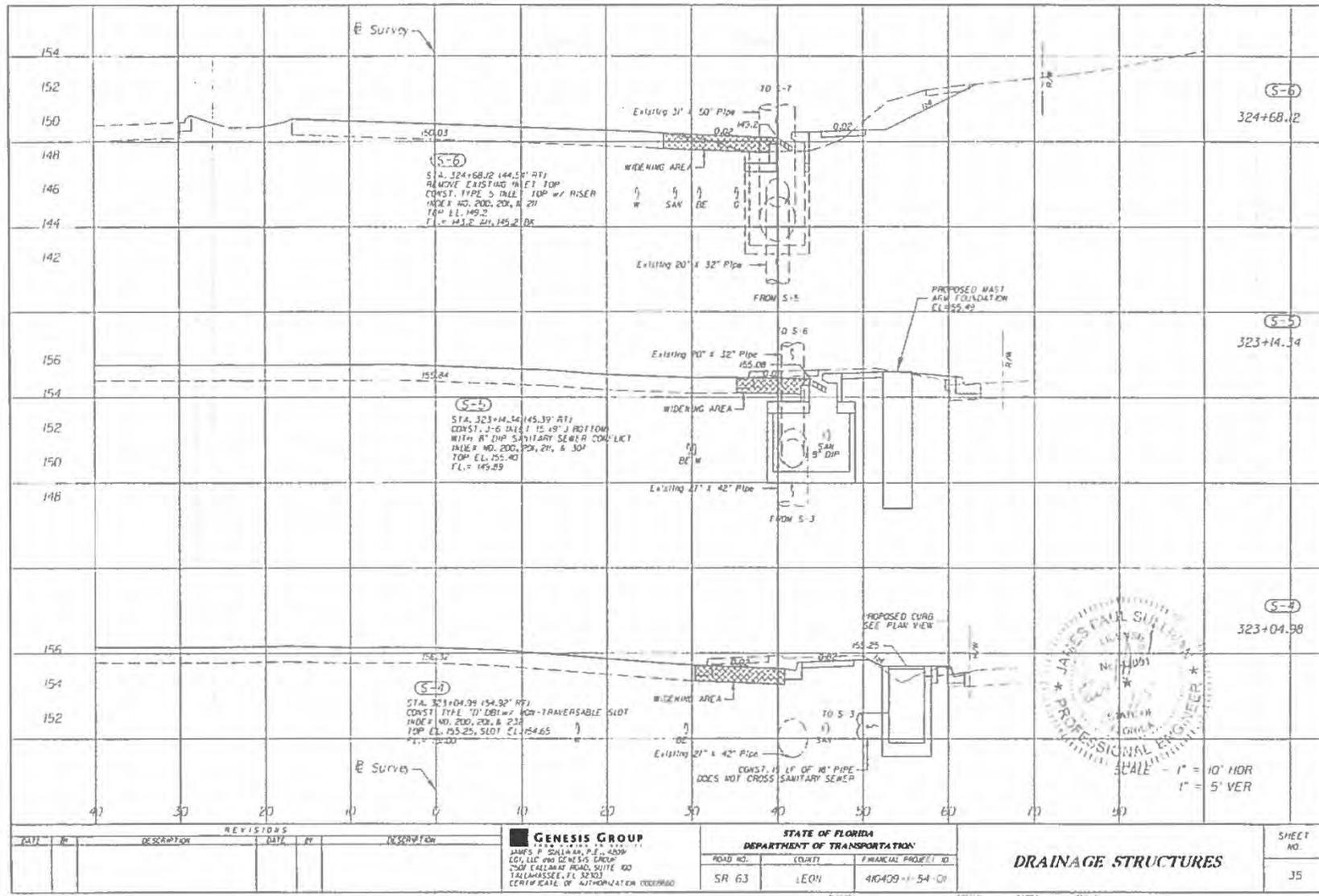






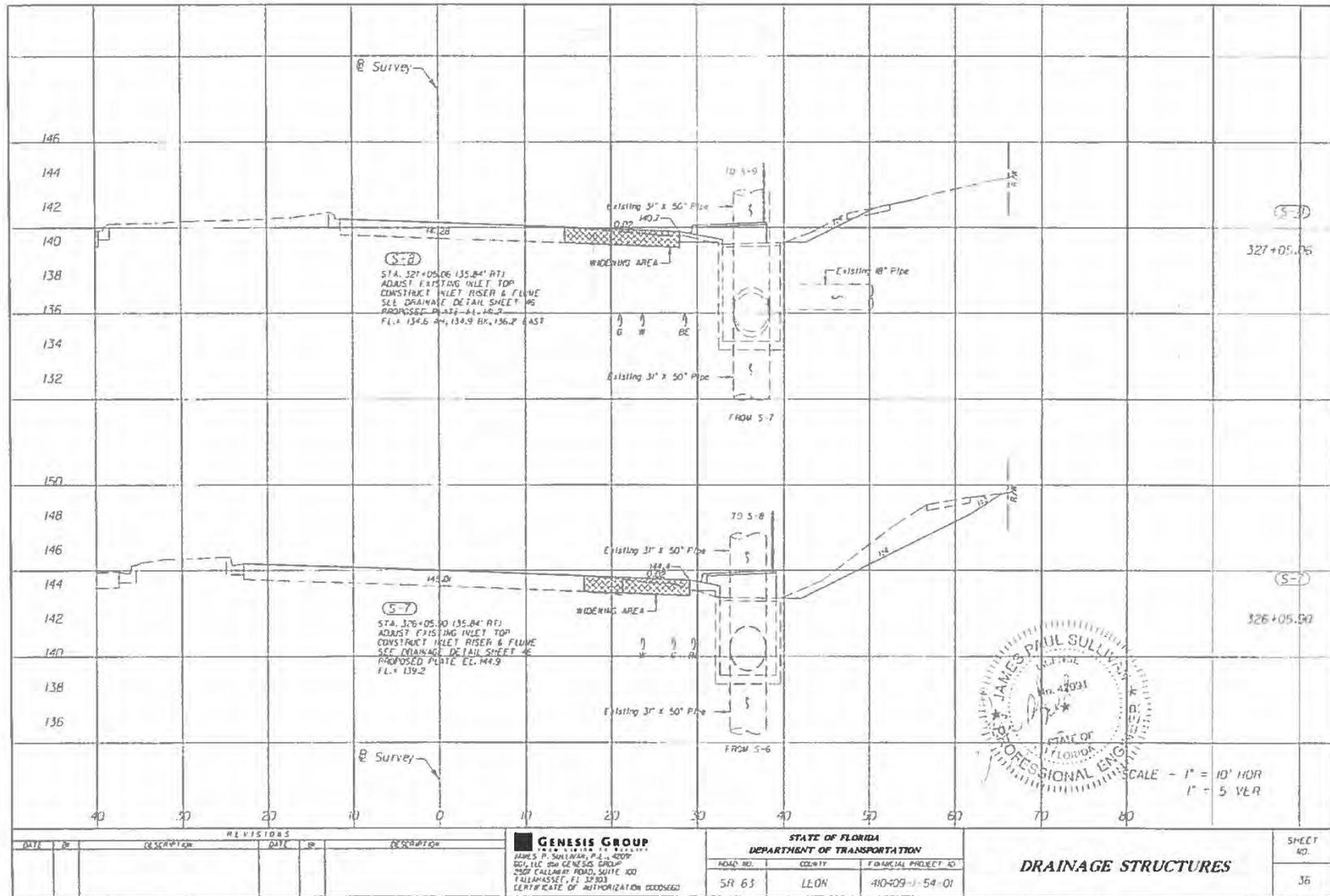
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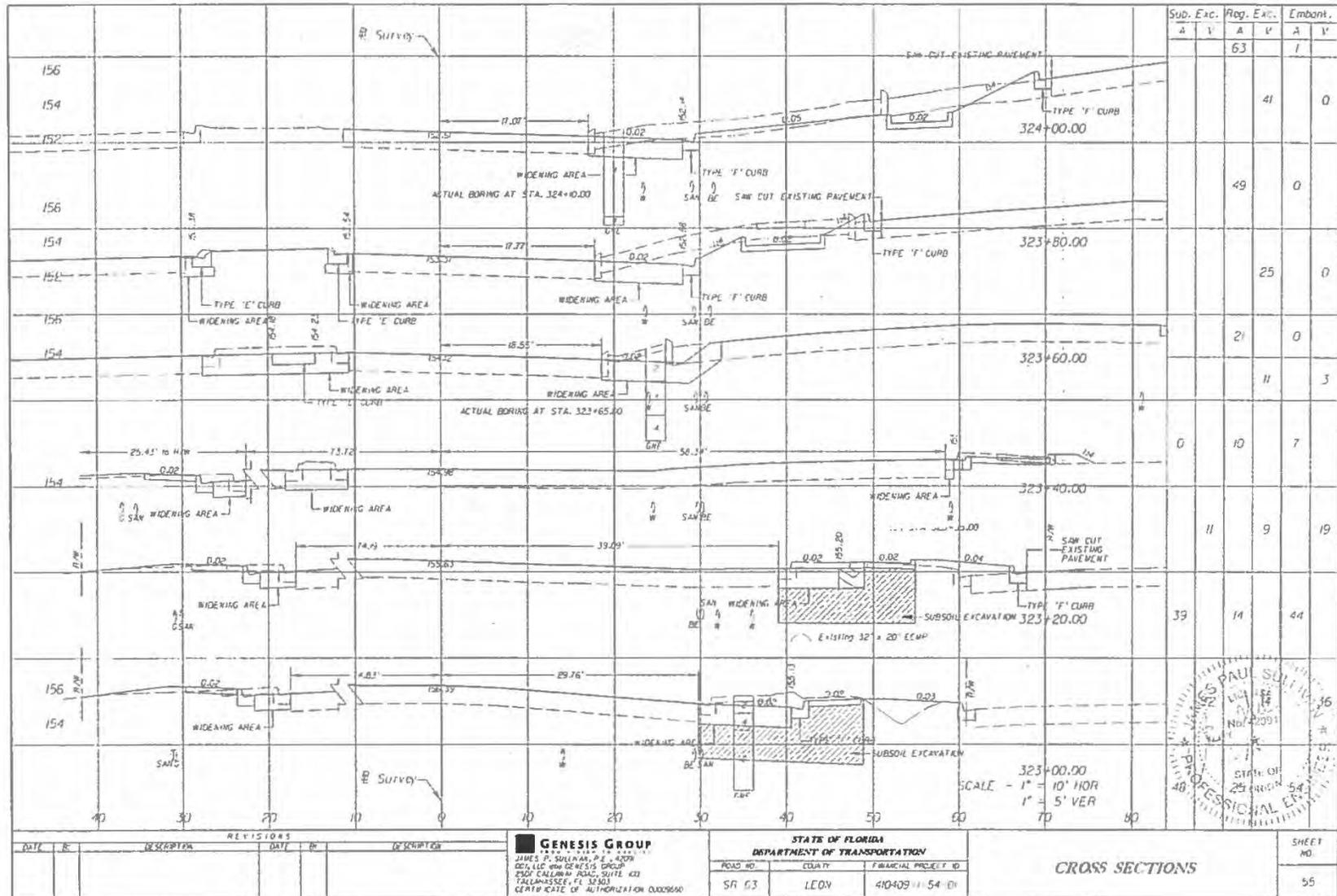
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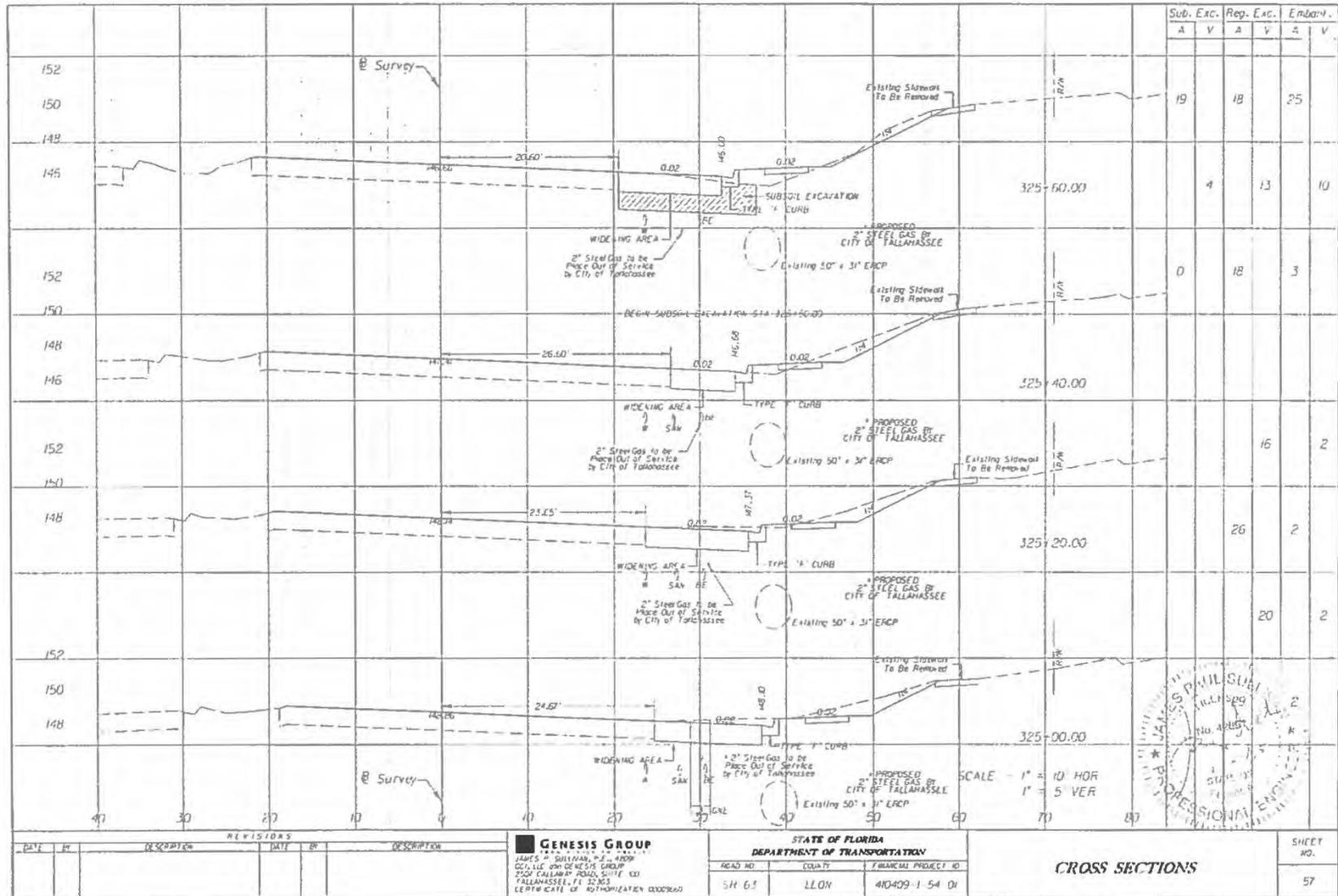
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CML 07/08/15

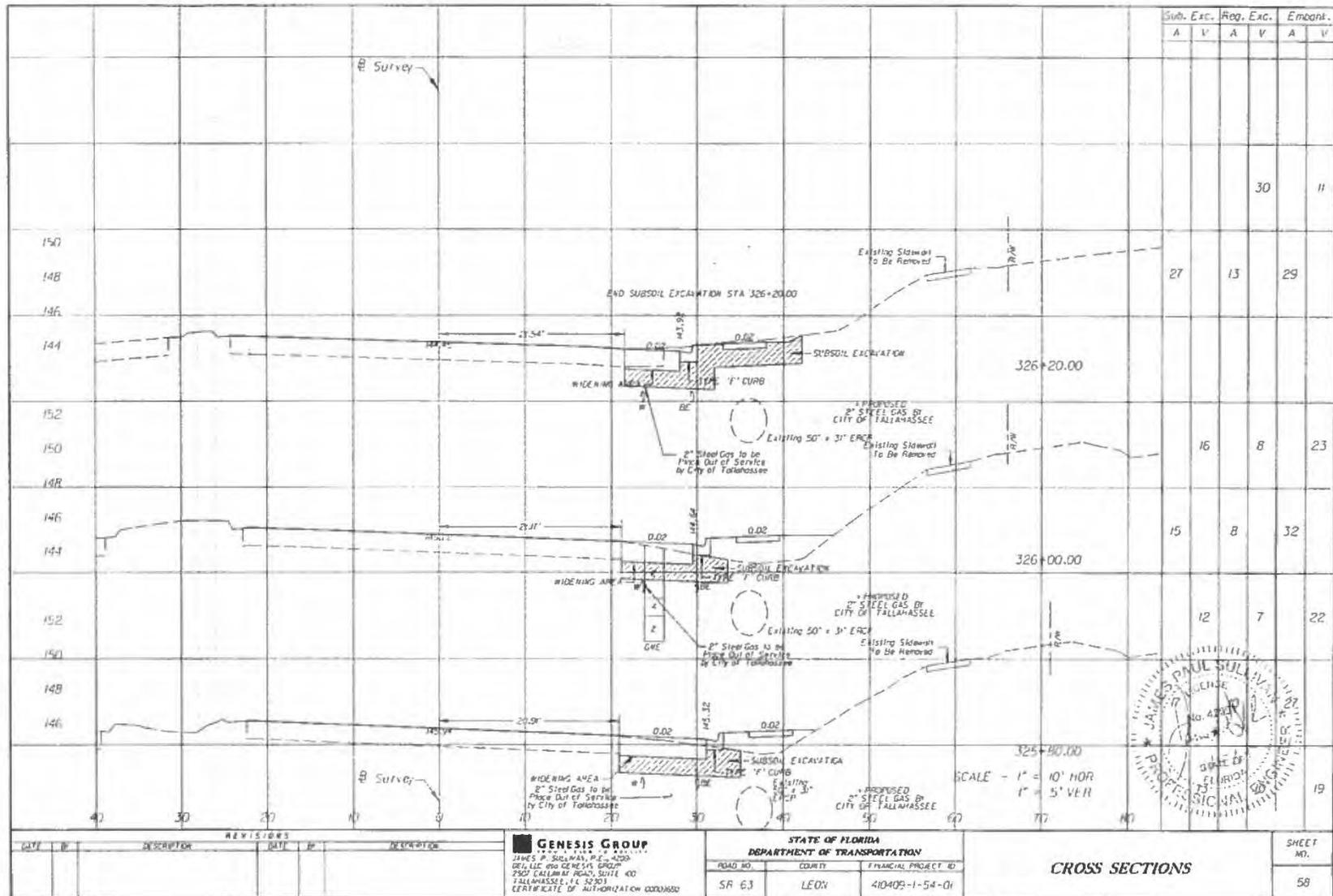
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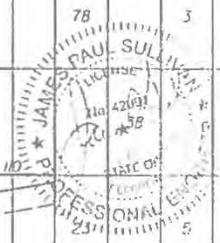
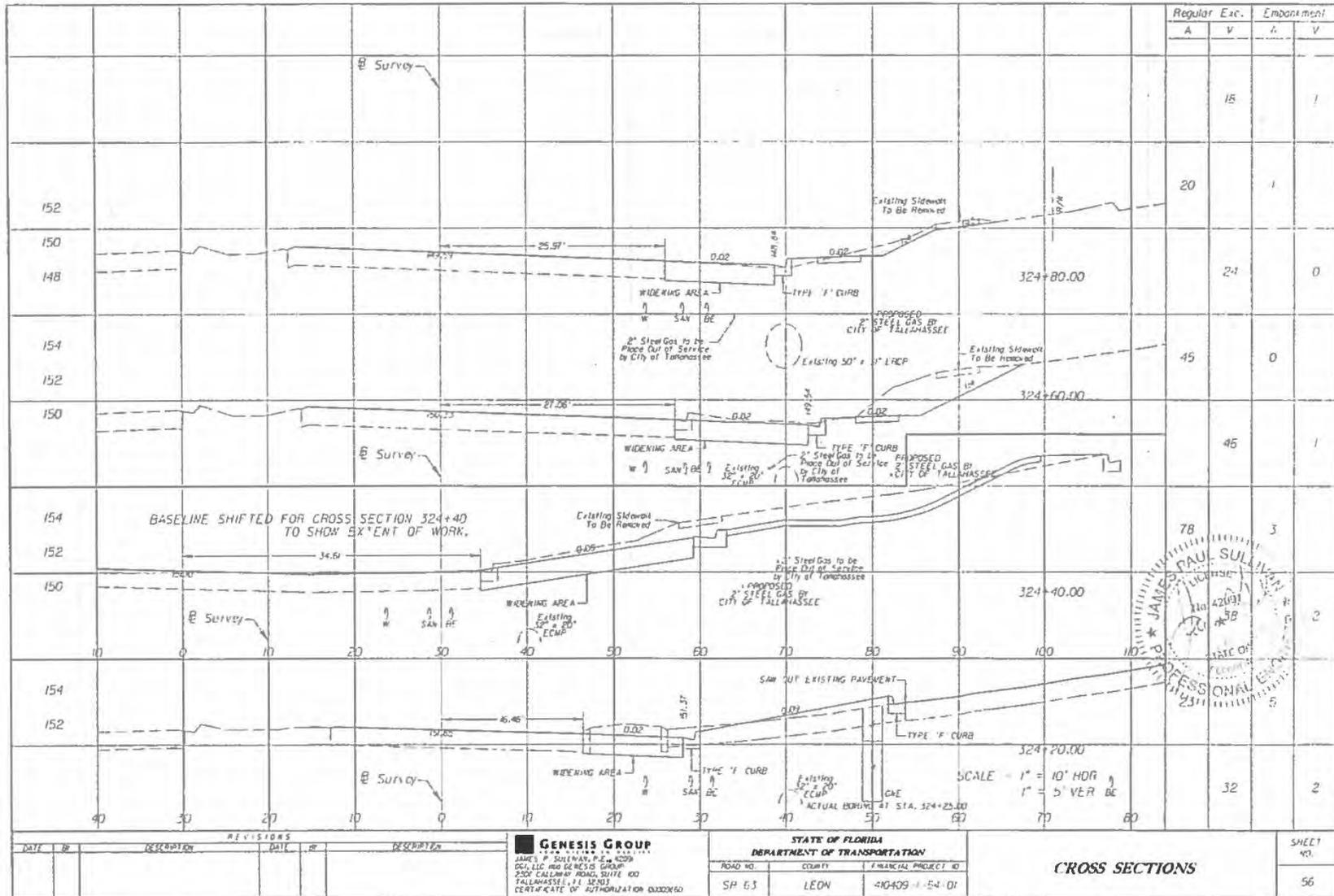
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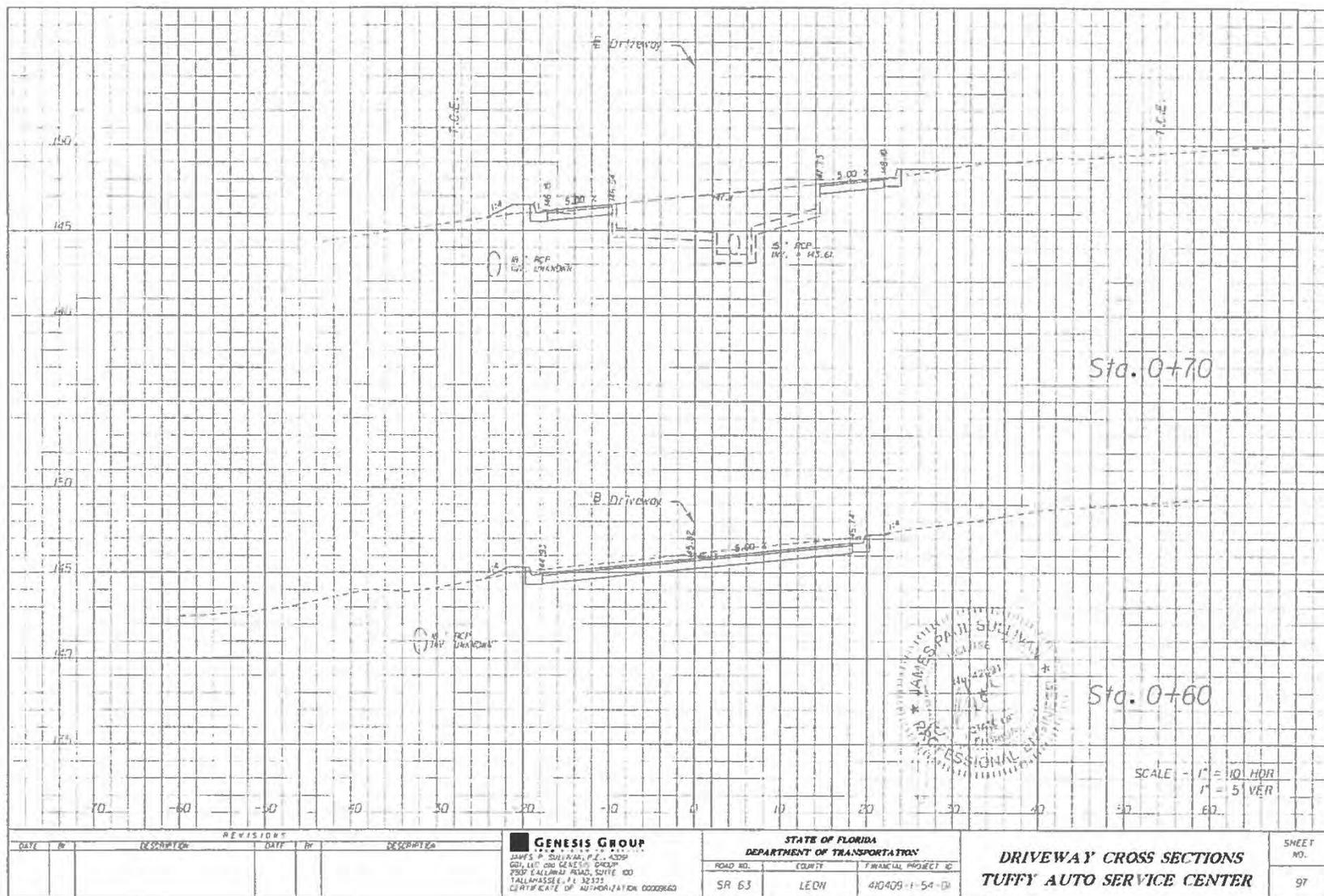
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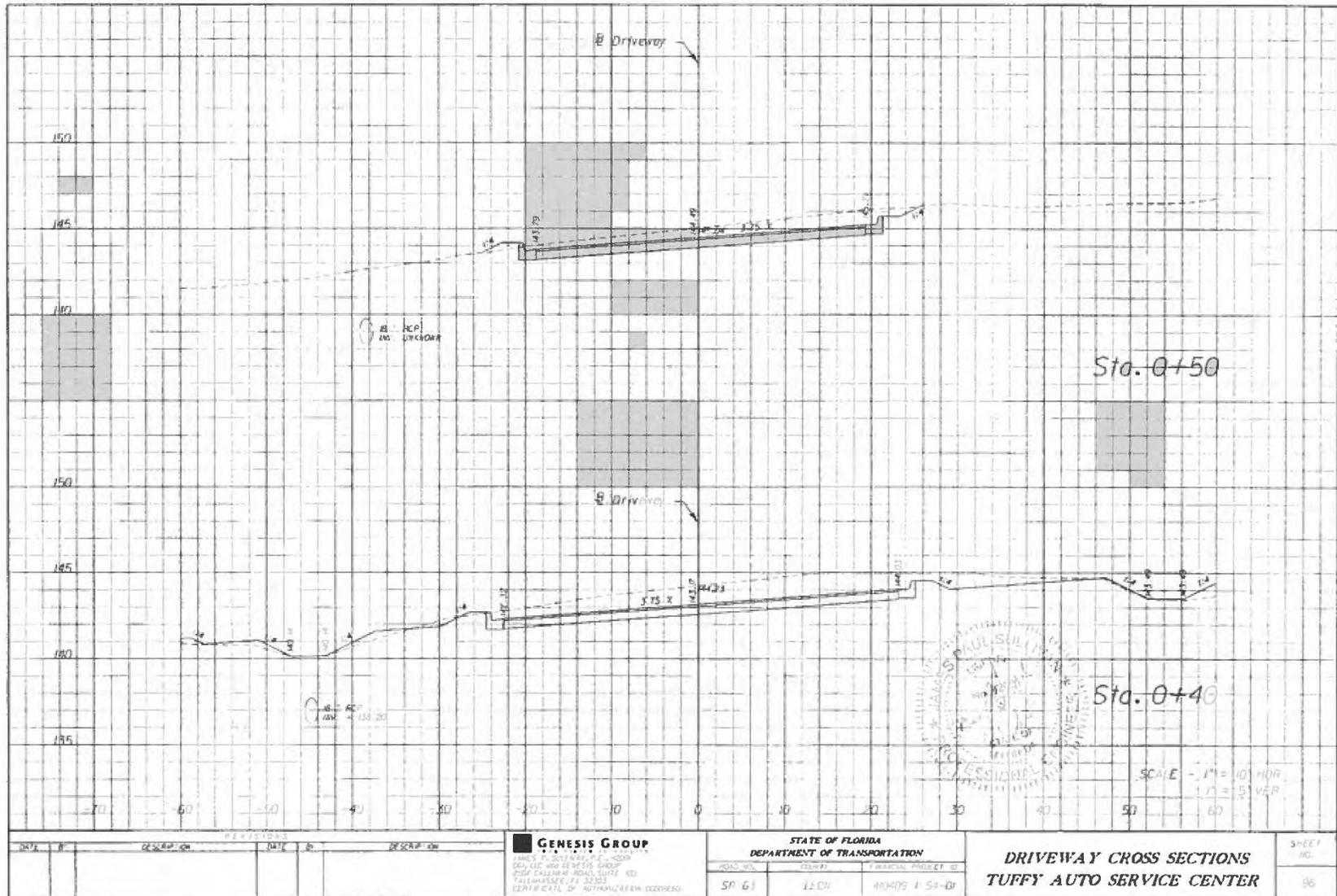






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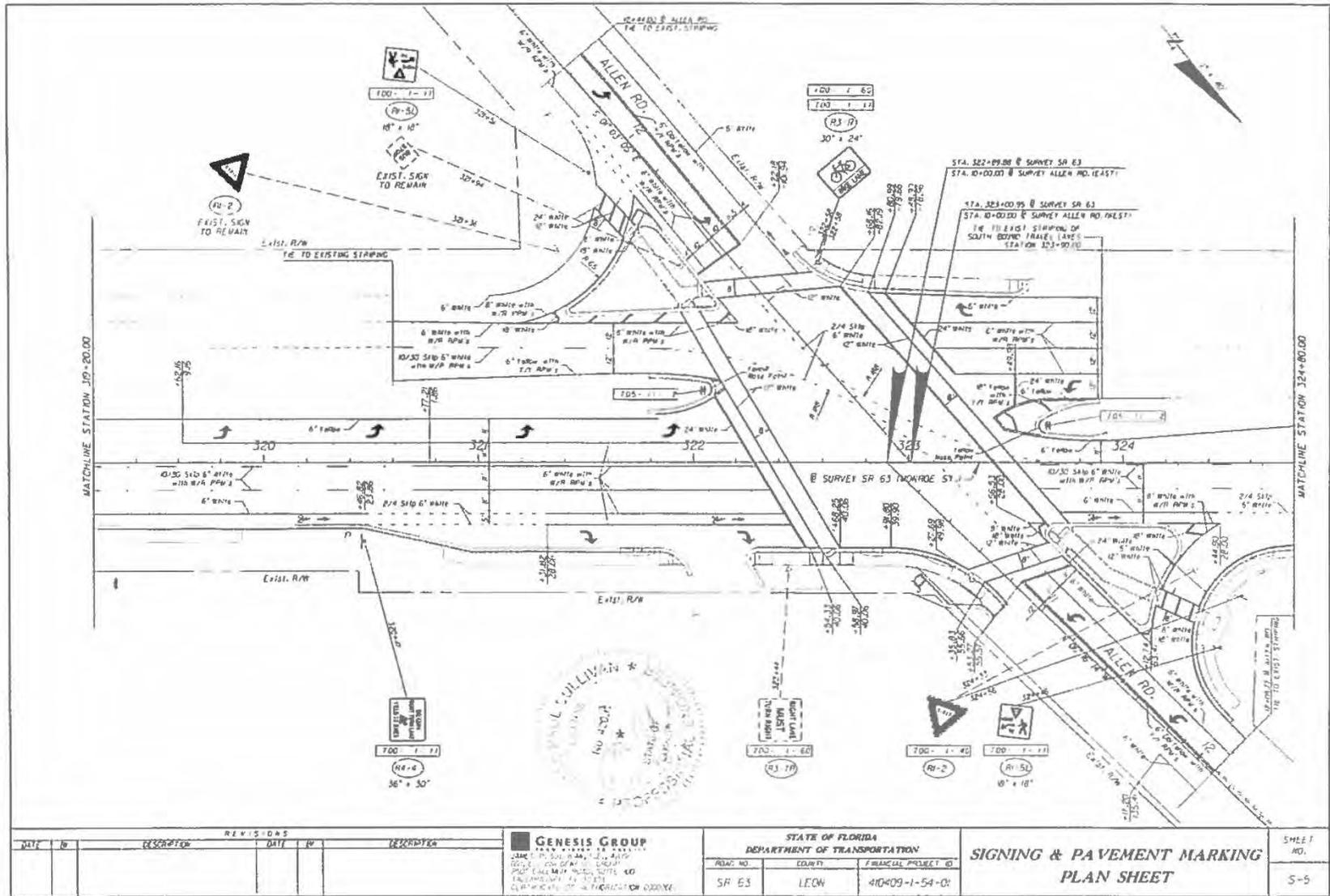
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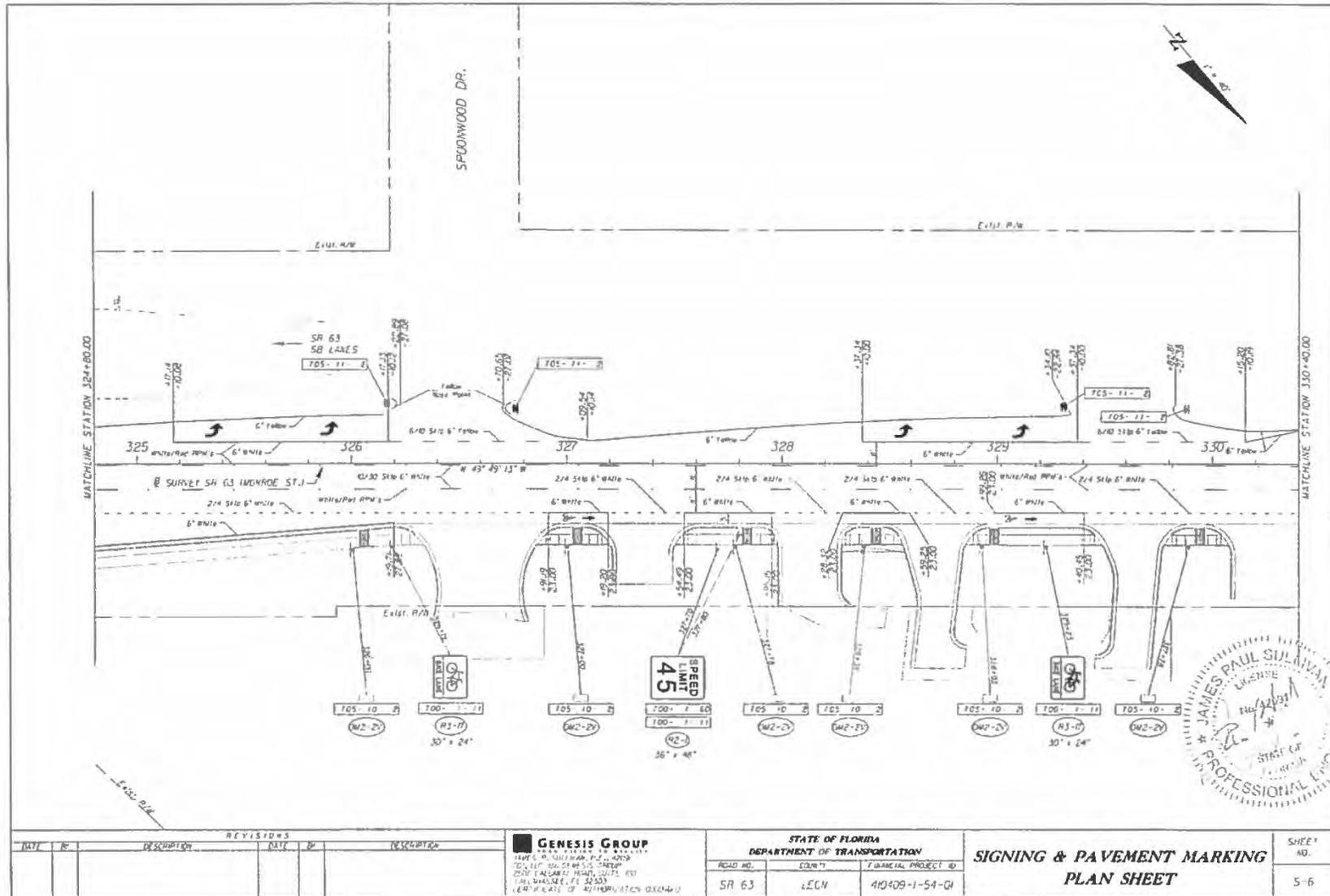
REVISIONS				
DATE	BY	DESCRIPTION	DATE	BY

**GENESIS GROUP**  
 1400 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, FL 33304  
 TEL: (954) 561-1100  
 FAX: (954) 561-1101  
 WWW.GENESISGROUP.COM

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. SR 63 COUNTY LEON FINANCIAL PROJECT ID 410409-1-54-01

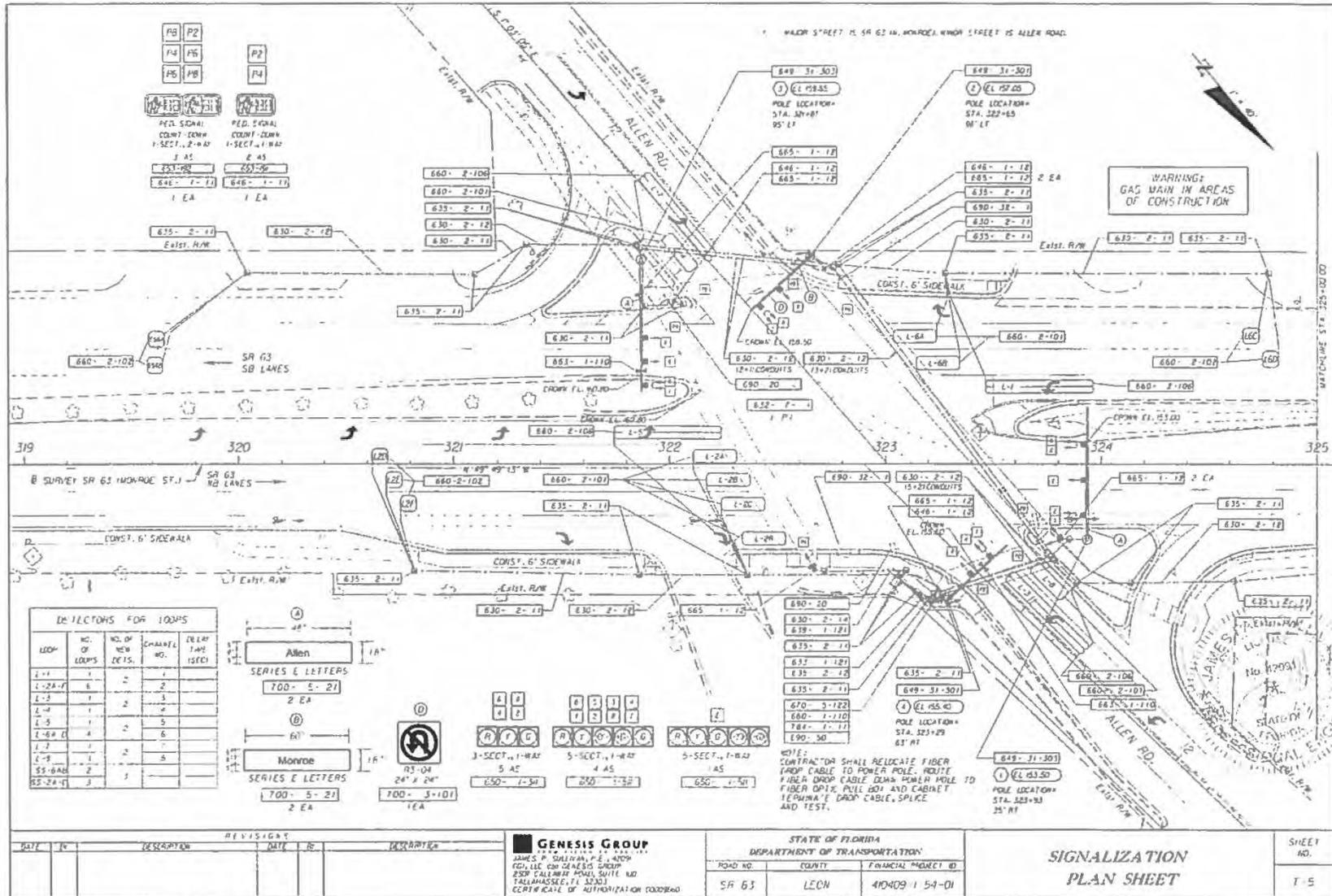
**SIGNING & PAVEMENT MARKING  
 PLAN SHEET**

SHEET NO. 5-5



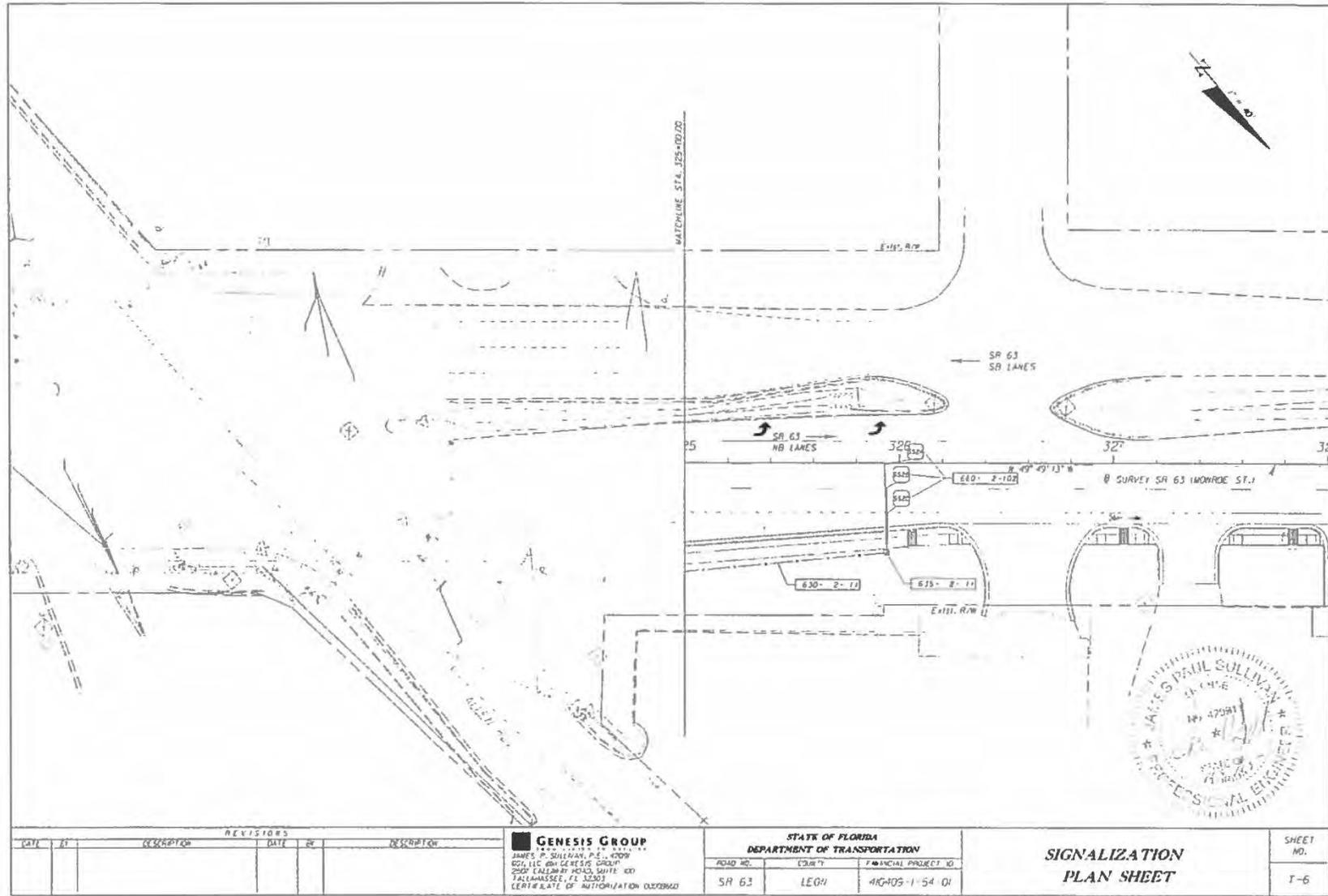
CML 07/08/15

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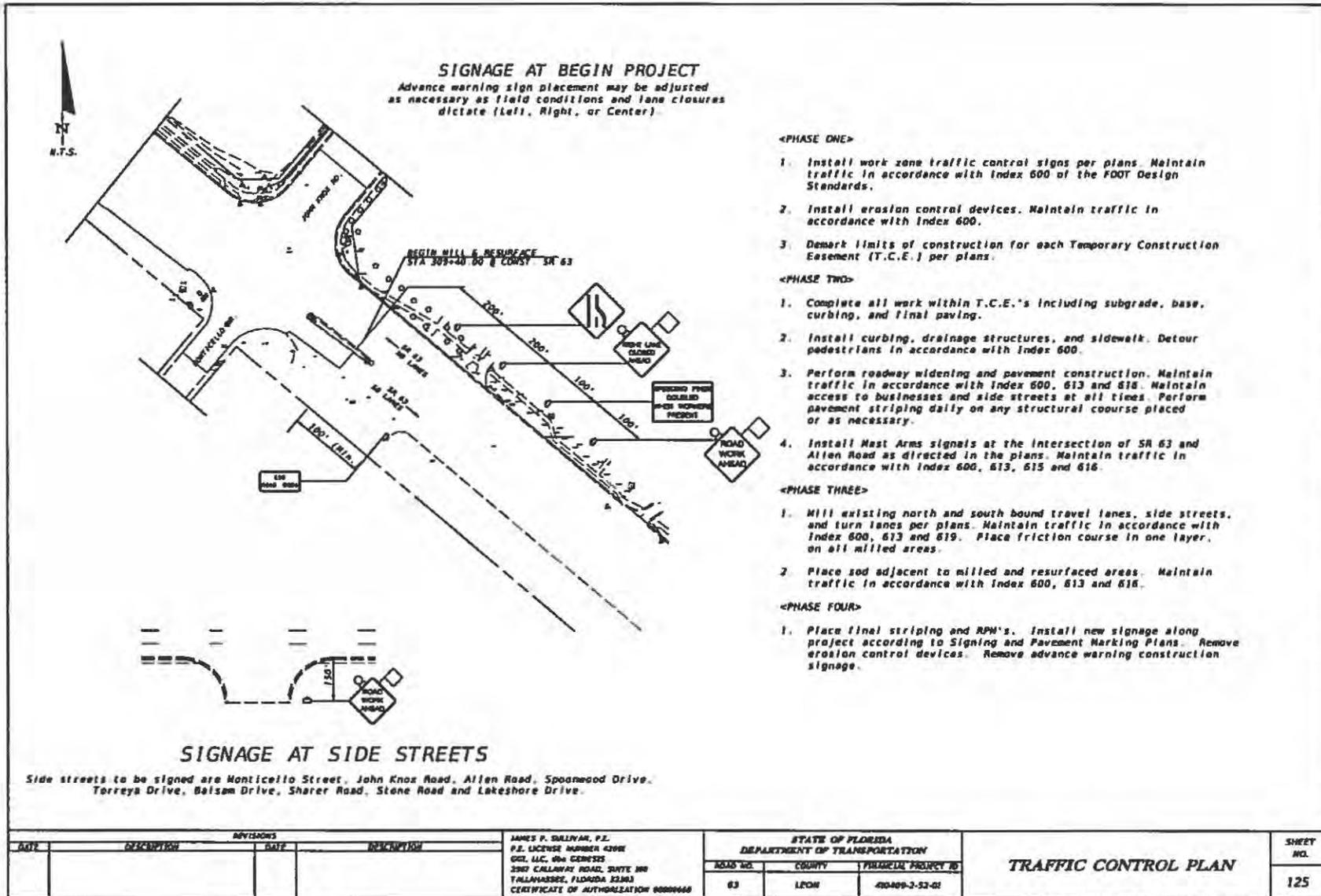
**PROJECT NOTES:**

1. BENCHMARKS ARE REFERENCED TO THE NORTH AMERICA VERTICAL DATUM OF 1988 (NAVD).
2. UTILITY OWNERS:
 

UTILITY OWNER	CONTACT	TELEPHONE NUMBERS
CITY OF TALLAHASSEE WATER/SEWER	ANDREW PLATT	(904) 891-8148
CITY OF TALLAHASSEE POWER	ALVIN WILLIAMS	(904) 891-3104
CITY OF TALLAHASSEE GAS	JIM ABBOTT	(904) 891-1135
CENTURYLINE	ANTHONY BLACK	(904) 891-1437
FLORIDA CABLEVISION	TRAVIS JENKINS	(904) 891-4000
LEVEL 3 COMMUNICATIONS	MIFFY DESORDE	(904) 202-1575
SOUTHERN LIGHT	D. J. HANLEY	(904) 438-0807
TELEONE	JESSE ALONSO	(904) 433-5081
UTILITY CONSULTANT COORD. (GENESIS)	JAMES P. SULLIVAN, P.E.	(850) 234-4800 EXT. 106
3. ALL ROADWAY CONSTRUCTION IS LIMITED TO SUNDAY THROUGH THURSDAY NIGHT WORK ONLY.
4. IF OFF-SITE AREAS ARE UTILIZED FOR STAGING AND OR STORAGE OF EQUIPMENT AND MATERIALS, A SEPARATE ENVIRONMENTAL MANAGEMENT PERMIT OR PERMIT WAIVER MUST BE SECURED FROM GROWTH MANAGEMENT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. THE FDOT CONTRACTOR SHALL ADJUST THE NECESSARY SANITARY SEWER MANHOLES AND WATER AND GAS VALVES OVER THE UTILITY MARKS LISTED IN THE PLANS UNDER THE UTILITY BOOM BY HIGHWAY CONTRACTOR AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND FDOT. THE FDOT CONTRACTOR SHALL ALSO RELOCATE/REPLACE APPROXIMATELY 80 LF OF 8" I.D. SANITARY SEWER MAIN (DIP AND PVC SEWER MAIN PIPE). ALL IMPORTANCES REQUIRED FOR THIS WORK SHALL BE INCLUDED IN THE COST OF THE PIPE. SEE SUMMARY OF QUANTITIES TABLE FOR THIS WORK AND PLAN LOCATIONS. PLEASE CONTACT TERRY WALDEN AT (904) 891-3101 AT LEAST 72 HOURS BEFORE BILLING OPERATIONS AND 2 WEEKS PRIOR TO THE INITIAL CONSTRUCTION RAISING AND LOWERING THE WATER AND SEWER INFRASTRUCTURE AND FOR THE REPAIRING, LOCATION AND PROTECTION ACTIVITIES. FOR THE CITY OF TALLAHASSEE TECHNICAL SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION, PLEASE CONTACT ANDREW PLATT AT (904) 891-8148.
6. IN ACCORDANCE WITH FDOT SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:
  - SPRING TIME TALLAHASSEE
  - DOWNTOWN GET DOWN
  - CHRISTMAS PARADE
  - FAMU HOMEcoming WEEKEND
  - FSU HOMEcoming WEEKEND
7. ALL WORK WITHIN TEMPORARY CONSTRUCTION EASEMENTS (T.C.E.) AS SHOWN IN THE PLANS, SHALL BE COMPLETED PRIOR TO INITIATION OF ROADWAY REPAIRING, CURB AND GUTTER INSTALLATION, SIDEWALK CONSTRUCTION, OR DRAINAGE IMPROVEMENTS.
8. ALL REQUIRED WORK WITHIN THE T.C.E.'S MUST BE COMPLETED OUTSIDE OF NORMAL BUSINESS HOURS FOR EACH LOCATION. CONTRACTOR MUST COORDINATE WITH EACH BUSINESS SEPARATELY TO ESTABLISH TIMES OF OPERATION FOR EACH BUSINESS AND TO PROVIDE NOTIFICATION OF WHEN WORK WILL COMPLETED AND WHEN IT WILL BE COMPLETED WITHIN ALLOWABLE TIME FOR COMPLETION OF ALL WORK WITHIN A T.C.E. IS 2 WEEKS FROM START TO FINISH.
9. SR 63 IS A HURRICANE EVACUATION ROUTE.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61B12-22.003, F.A.C.

REVISIONS				JAMES P. SULLIVAN, P.E. P.E. LICENSE NUMBER 43091 C.O.D. LLC, 404 GENESIS 2307 CALLAWAY ROAD, SUITE 100 TALLAHASSEE, FLORIDA 32303 CERTIFICATE OF AUTHORIZATION 00000000	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>PROJECT NOTES</b>	SHEET NO.  13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PARAMETER PROJECT ID		
				63	LEON	000409-3-52-01			





<p>PREPARED FOR:</p> <p><b>LEON COUNTY PUBLIC WORKS</b></p>	 <p><b>GENESIS GROUP</b> FROM VISION TO REALITY</p>	<p>DATE: 02/08/2013 SCALE: 1" = 50' DRAWN BY: M.T.LJR REVIEWED BY: M.T.L.</p>
<p>EXHIBIT TITLE:</p> <p><b>TUFFY AUTO SERVICES LOCATION MAP</b></p>	<p>2507 Callaway Road, Suite 100, Tallahassee, Florida 32303 (850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com FL LC 26000202 FL LB 0006816 FL CA 00009660</p>	<p>EXHIBIT NUMBER:</p> <p><b>1</b></p>

February 6, 2013 (16:52:53 EST)  
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**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #22**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #22

September 15, 2015

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

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

**Title:** Acceptance of Gartner Computer Aided Dispatch (CAD) Assessment Report and Approval of PremierOne Computer Aided Dispatch Maintenance and Support Agreement with Motorola for the Computer Aided Dispatch (CAD) System

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Lead Staff/ Project Team:</b>	Alan Rosenzweig, Deputy County Administrator Pat Curtis, Director, Office of Information and Technology

**Fiscal Impact:**

This item has a fiscal impact to the Consolidated Dispatch Agency's budget, which is jointly funded by the County/Sheriff and the City of Tallahassee. The County/Sheriff costs associated with the proposed maintenance agreement are contemplated in the Sheriff's budget; additional costs to implement other recommendations from the Gartner report will be offset by reduced healthcare costs in the Sheriff's requested budget.

**Staff Recommendation:**

- Option #1: Accept the Gartner Tallahassee Computer Aided Dispatch (CAD) Risk Assessment Report (Attachment #1).
- Option #2: Approve the PremierOne Computer Aided Dispatch Maintenance and Support Agreement with Motorola (Attachment #2), and authorize the County Administrator to execute, in a form approved by the County Attorney.

## Report and Discussion

### **Background:**

At the May 12, 2015, meeting, the Board approved the County partnering with the Sheriff's Office and the City of Tallahassee to engage Gartner, Inc. to perform a risk assessment of the Motorola PremierOne Computer Aided Dispatch (CAD) (Attachment #3). Gartner, Inc. is a worldwide leader in information technology research and consulting. Annually, Gartner, Inc. performs more than 1,500 consulting engagements delivered by 550 consultants. Gartner's Public Safety and Justice consulting division has worked with numerous first responder agencies throughout North America.

Gartner was to provide an independent and objective assessment of the new CAD system as a result of increasing concerns about the system's stability, performance and functionality. The overall purpose of the study is to have an independent risk assessment, resulting in a recommendation to either continue to utilize the Motorola PremierOne CAD or to transition to an alternative system.

### **Analysis:**

Beginning on May 18, 2015, and after several months of analysis, Gartner delivered its evaluation of the Consolidated Dispatch Agency's (CDA) Motorola PremierOne Computer Aided Dispatch (CAD) System to the CDA Board on August 6, 2015. The report concludes, ***"The CAD system is mostly performing at an acceptable level and able to support CDA call taking and dispatch operations."*** The report includes 37 recommendations on ways to enhance the current system that dispatches Police, Fire, Sheriff, and Emergency Medical Services. Gartner concluded that the Client and Motorola need to better define performance standards, service level agreements and a consistent reporting process. The report recommended improvements for in-house staffing and training.

As part of the evaluation process, Gartner interviewed 35 executives, sponsors and stakeholders/users who work directly with the system and spoke with other agencies using the same Motorola System. Motorola executive management and project managers were also interviewed. The 114-page report details nine program areas of review: Performance, Vendor Support, Scope, Requirements, Governance, Testing, Client Support, Training, and Infrastructure. The areas were assessed a risk rating on an impact scale of 1 – 5: Insignificant, Minor, Moderate, Major, and Catastrophic. The impact scale addresses risk from business benefit, budget, operational, organizational and customer/public perspectives (Attachment #1, Page 27). Along with the risk assessment, recommendations were offered for each area.

The Governance area was assessed as having minor risk and the report recognized that the CDA Board, made up of the County Administrator, City Manager, and the Sheriff, provides a consistent structure for direction and decision making and notes opportunities for stakeholder input and regular communications. Therefore, no recommendations were made for this area.

The total assessment is summarized in Table #1 with each area and Gartner's risk assessment along with the number of recommendations for that area.

**Table #1: Summary of Gartner Risk Analysis and Recommendations**

CATEGORY	RISK RATING*	RECOMMENDATIONS
Performance	Major	5
Vendor Maintenance/Management	Moderate	6
Scope Management	Moderate	5
Requirements Management	Moderate	3
Governance	Minor	None
User Acceptance Testing	Moderate	4
Client Support	Moderate	8
Training	Moderate	2
Infrastructure	Moderate	4

\* Risk rating on an impact scale of 1 – 5: Insignificant, Minor, Moderate, Major, and Catastrophic.

The greatest area of concern was in the area of performance, which was rated at major risk, where the report noted that the CAD System had a history of instability during the first 12 months of operation. However, it noted that since January 2015, there have only been two full system outages for 16 minutes attributed to Motorola.

The County, City and Sheriff’s Office worked closely over a number of years in preparing for the consolidation of dispatch functions and the construction of the public safety complex. The efforts included operational committees addressing overall policies, procedures and staff integration and a separate technical committee to address hardware and software efforts. The result is an organization that is providing faster dispatch times, interoperability that facilitates the utilization of the closest available unit, and through all public safety responses being coordinated in one location a higher level of situational awareness and cooperation on dispatch related issues. During preliminary planning, the transition to the new Motorola CAD System was being approached as an upgrade to the existing system. As a result of this approach, the report references a lack of clearly defined roles and responsibilities and agreed upon standards, making it difficult to accurately assess the nature and severity of the current system. Additionally, it states that the process used to implement the CAD System was not adequate for a project of this size and complexity which resulted in misaligned expectations of how the system would be delivered, tested, and accepted. Additional testing was needed prior to going live with the system to better help identify functional gaps and system errors. Recommendations were provided in the area of Client Support for additional support personnel and in the area of Infrastructure to seek outside review of the City and County networks.

In the end, Gartner’s overall risk assessment for the entire program is Moderate. The report stated:

*“The CAD system is mostly performing at an acceptable level and able to support CDA call taking and dispatch operations. However roles and responsibilities for both the City and Motorola are not adequately defined for a system of this nature, size and complexity making it difficult to ensure the proper level of response and accountability for problem root cause identification and resolution. Motorola’s proposed support and maintenance agreement does not include sufficient requirements for minimally acceptable system availability, performance or service responsiveness and the City needs to commit additional dedicated personnel in order to fulfill its support obligations. When combined, these issues have caused system performance and support expectations to be misaligned and have damaged the trust and working relationship between the City and Motorola.”*

Recommendations were developed from the findings and the consideration of several factors:

- the interest of public and officer safety above all other factors
- cost and time should not limit the alternatives considered
- a recommendation to either keep or replace the Motorola solution
- interviews with client executives and key stakeholders
- review of project artifacts, documentation and contracts
- interviews with Motorola representatives
- interviews with other Motorola customers of PICAD (as provided by Motorola)
- interviews with other CAD system vendors
- Gartner's industry experience, expertise, independent research and best practices

Gartner provided four basic recommendations regarding the CAD project.

1. The Client should continue its relationship with Motorola only if able to execute a maintenance and support agreement that includes specific system performance and service level requirements with associated financial incentives using the guidelines provided in Gartner's report.
2. If the Client and Motorola are unable to reach agreement on a revised maintenance and support agreement, then the Client should continue with Motorola under the proposed maintenance agreement and support agreement and immediately begin the process to find a suitable replacement system using a market-based competitive bid process.
3. The Client should seek an outside, independent assessment of the City and County network infrastructure that supports CAD system users include the CDA local area network, the City and County wide-area network and the mobile radio/commercial carrier network infrastructure to identify and resolve any outstanding network performance issues.
4. Gartner has identified several other factors that have contributed to the Client's inability to resolve issues and 37 recommendations are provided to improve overall system performance and insure future success.

Since the receipt of the report on August 6, 2015, a number of actions have been taken regarding many of the recommendations. Attachment #4 details the status of each of the 37 recommendations. Costs associated with some of the recommendations, including increased technical support staffing at the CDA, will be paid for through the Sheriff's Office budget and the City of Tallahassee. The Sheriff's Office budget has additional funds available resulting from lower than anticipated employee healthcare costs than originally contemplated.

In response to the top basic recommendation by Gartner, management and technical staff worked together to negotiate with Motorola a Maintenance and Support Agreement with service level requirements (Attachment #2). The proposed PremierOne CAD Maintenance and Support Agreement for PremierOne CAD, PremierOne Mobile, associated interfaces, and hardware refresh will be provided for a five (5) year term (Table #2). The Agreement contains service level performance targets that if not met, have escalating financial penalties (Attachment #2, page 7).

The five (5) year term contract provides a discount of approximately \$140,000 annually; thereby, being more cost efficient than five (5) individual annual contracts. The total five (5) year cost for the proposed Maintenance and Support Agreement is \$2,612,937. As per the Consolidated Dispatch Agency Interlocal Agreement with the City of Tallahassee and the Sheriff’s Office, the costs are to be allocated based on population (city 65.8%/unincorporated area 34.2%). The following table details the total annual payment for each term along with the County’s share.

To address the previous disputes regarding service levels, schedule delays and related issues occurring during the initial implementation, Motorola has agreed to a reduction of \$369,354 for the first year, which is reflected in the following totals.

**Table 2: Total Maintenance and Support Contract Costs**

<b>FY 2014/2015</b>	<b>FY 2015/2016</b>	<b>FY 2016/2017</b>	<b>FY 2017/2018</b>	<b>FY 2018/2019</b>
11/1/2014 – 10/31/2015	11/1/2015 – 10/31/2016	11/1/2016 – 10/31/2017	11/1/2017 – 10/31/2018	11/1/2018 – 10/31/2019
\$130,801*	\$499,796	\$518,419	\$537,393	\$557,175
<b>SHERIFF/COUNTY SHARE</b>				
\$44,733	\$170,930	\$177,299	\$183,788	\$190,554

*\*Includes \$369,354 first year reduction associated with disputes regarding service levels, service delays and related issues occurring during the initial implementation.*

**Conclusion**

Though the Motorola CAD implementation has caused serious concerns and operational issues, the CDA continues to mature as an organization and continues to provide exemplary service to the public. The CDA Board, consisting of the County Administrator, Sheriff and City Manager has received and reviewed the recommendations from Gartner and support their implementation. The County, Sheriff’s Office and the City of Tallahassee have worked closely with Motorola over the past several weeks to finalize the Maintenance and Support Agreement which includes the recommendations laid out in the Gartner study. Staff is recommending the authorization to execute this Agreement with Motorola and continue the relationship with Motorola based on Gartner’s findings and recommendations. The CDA will continue to implement the balance of Gartner’s recommendations, through the CDA Director and the support of the Management Committee (Sheriff Designee, EMS Chief, Police Chief and Fire Chief) and the Technical Sub-Committee (informational technology representatives from all three agencies).

**Options:**

1. Accept the Gartner Tallahassee CAD Risk Assessment Report (Attachment #1).
2. Approve the PremierOne CAD Maintenance and Support Agreement (Attachment #2), and authorize the County Administrator to execute, in a form approved by the County Attorney.
3. Do not accept the Gartner Tallahassee CAD Risk Assessment Report.
4. Do not approve the PremierOne CAD Maintenance and Support Agreement.
5. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Gartner Tallahassee CAD Risk Assessment Report
2. PremierOne CAD Maintenance and Support Agreement
3. May 12, 2015 Board Meeting – Add-On Agenda Item #22
4. Client Response to Gartner Recommendations as of 8/28/2015

## Tallahassee CAD Risk Assessment Report

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The City Tallahassee, Leon County and the Leon County Sheriff's Office  
Computer Aided Dispatch Risk Assessment  
Gartner Consulting



August 6, 2015

### GARTNER CONSULTING

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- Section 1: Executive Summary
- Section 2: Findings & Recommendations
- Section 3: Alternatives Assessment
- Appendix A – Interview Schedule/Attendees
- Appendix B – Documentation Review Summary

## Section 1: Executive Summary

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Tallahassee CAD Risk Assessment Report  
Gartner Consulting

## Executive Summary

### Background and Context

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- Emergency call taking and public safety dispatching services are provided to the City of Tallahassee, Leon County and the Leon County Sheriff's Office (the Client) by the Consolidated Dispatch Agency (CDA), a jointly controlled independent entity.
- As part of the consolidation of services to the CDA, the Client engaged Motorola to upgrade the existing City of Tallahassee Computer Aided Dispatch (CAD) system with Motorola's new PremierOne™ CAD product in order to support call taking and dispatch operations for all of the agencies served by the CDA. That new system went live September 17, 2013 with the opening of the CDA.
- Since its implementation stakeholders have become increasingly concerned about the CAD system stability, performance and missing functionality. The Client now seeks an independent and objective assessment of the new CAD system and these concerns.
- Gartner conducted its assessment using a Gartner program risk assessment model based on Gartner research and industry best practice. The Gartner team conducting the assessment has extensive industry experience, operational expertise and technical knowledge of CAD systems.
- Gartner's findings and recommendations are presented in this report along with a description of the assessment process that was used.

## Executive Summary

### Gartner Approach

---

- Gartner's risk assessment examined the following nine program risk categories:

A. Performance	D. Requirements	G. Client Support
B. Vendor Support	E. Governance	H. Training
C. Scope	F. Testing	I. Infrastructure

To complete this assessment, Gartner considered information from the following sources:

- Interviews with approximately 35 executives, sponsors and stakeholders / users
- The review of approximately 85 client provided files and documents
- Telephone interviews with Motorola
- Telephone and email interviews with other agencies using PremierOne™ CAD
- Telephone interviews with three other CAD vendors, besides Motorola
- The experience and expertise of Gartner's subject matter experts

Gartner conducted an independent assessment using an objective process, Gartner Research and the experience of industry experts. Our recommendations were formed based on the key findings of our assessment and priorities provided by the Client.

## Executive Summary

### Assessment Overview by Category

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#### A. Performance

**Risk Rating: Major**

The CAD system is mostly performing at an acceptable level and able to support CDA call taking and dispatch operations. While there was a clear history of instability during the first twelve months of operation, performance has been improving. Since January 2015 there have been two full system outages attributable to Motorola, resulting in a total of approximately sixteen minutes of system downtime. Reliability of individual CAD workstations and mobile computers continues to be an issue as unexplained workstation outages persist and efforts to resolve them have been inconclusive. The Client and Motorola have not agreed to what constitutes acceptable system performance or how performance will be measured resulting in differing perspectives of how stable the system actually is and very little progress towards building trust or user confidence.

#### B. Vendor Maintenance / Management

**Risk Rating: Moderate**

Support roles and responsibilities between the City and Motorola are not clearly defined making it difficult to assign accountability for the identification and resolution of problems. The Client and Motorola often do not agree on severity, frequency, root cause and resolution for open issues, including those that continue to disrupt the operation. The process used to track issues is inadequate for a mission-critical system of this type and complexity and both the Client and Motorola are inconsistent in how issues are tracked making it difficult to accurately assess the nature and severity of current system problems.

#### C. Scope Management

**Risk Rating: Moderate**

The process that the Client and Motorola followed to define project scope and implement the CAD system was inadequate for a project of this size and complexity resulting in misaligned expectations of how the system would be delivered, tested and accepted.

## Executive Summary

### Assessment Overview by Category

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#### D. Requirements

**Risk Rating: Moderate**

The process that the Client and Motorola followed to define and validate requirements was inadequate for a project of this size, complexity and considering the number of new stakeholders resulting in misaligned expectations of what functions the system would perform. The functional differences or gaps between the new system and the previous system were not well documented or understood, until after the system was delivered. The system was accepted without all of the user requirements being clearly defined, leaving major differences in how functions used to be performed and in some cases leaving users without expected functionality.

#### E. Governance

**Risk Rating: Minor**

The decision making and executive leadership structure is complex in that it involves several stakeholder groups, each with their own priorities. However, the CDA Board, made up of the City Executive, County Executive and Sheriff provides a consistent structure for overall executive direction and decision making. The governance structure includes input from stakeholders and provides for regular communications through the technical and operational sub-committees and workgroups.

#### F. Testing

**Risk Rating: Moderate**

The testing process followed by the Client and Motorola was inadequate for a project of this size and complexity. Users were unable to identify functional gaps before go-live and system errors causing instability were introduced into the production environment due to inadequate testing. Minimum system performance baselines were not established and simulated system performance testing under load was not performed, resulting in periods of instability in production that were unexplained and unexpected.

## Executive Summary

### Assessment Overview by Category

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#### G. Client Support

**Risk Rating: Moderate**

The City is responsible for managing the support of the CAD system on behalf of the Client, which includes overseeing Motorola and fulfilling specific obligations for supporting workstations, mobile devices and the telecommunications network that CAD relies on. The previous CAD system was largely supported by Motorola and required minimal involvement from City staff. However, the new system's larger scope and new technology platform requires the City to provide a higher level of both support management and hands-on technical expertise. While the Sheriff's Office provides an additional support resource to the CDA and the City's recent hiring of an additional dedicated technical resource have helped, in practice the City does not have sufficient resources to fulfill its support responsibilities.

#### H. Training

**Risk Rating: Moderate**

End-user training of the CAD system operations was adequately provided. However, the Client has not received adequate system administration training or documentation which has made it more difficult for the Client to fulfill its support and system administration responsibilities.

#### I. Infrastructure

**Risk Rating: Moderate**

Support responsibilities for the system infrastructure are shared between the City and Motorola. Motorola is responsible for major system components such as servers, database and storage and the City is responsible for the support of end-user devices and the telecommunications network. This shared responsibility has made troubleshooting problems more difficult. For example, recent mobile workstation outages have been difficult to diagnose and seem to indicate more systemic problems with overall network stability and to date the City and Motorola are unable to definitively rule-out network related causes.

## Executive Summary

### Overall Risk Assessment

#### Overall Risk Assessment

**Risk Rating: Moderate**

- Gartner's conclusion is that the overall program risk rating is Moderate. There are sufficient risks that should concern the CDA Board if left unaddressed. Specifically, users confidence in system stability and the periodic, unexplained disruption of individual CAD workstations have the potential to threaten public and officer safety should they occur while users are performing critical job functions.
- The CAD system is mostly performing at an acceptable level and able to support CDA call taking and dispatch operations. However roles and responsibilities for both the City and Motorola are not adequately defined for a system of this nature, size and complexity making it difficult to ensure the proper level of response and accountability for problem root cause identification and resolution. Motorola's proposed support and maintenance agreement does not include sufficient requirements for minimally acceptable system availability, performance or service responsiveness and the City needs to commit additional dedicated personnel in order to fulfill its support obligations. When combined, these issues have caused system performance and support expectations to be misaligned and have damaged the trust and working relationship between the Client and Motorola.
- The CDA Board, agency executives and the public are fatigued by the potential risks to public safety and the amount of time and money spent addressing a variety of serious issues surrounding the CAD system performance since go-live. Inability to agree on the actual health of the system and how acceptable system performance can be achieved has left very little tolerance for any continued efforts that do not result in swift, specific and definitive accountability for ensuring that the CDA has a stable, functional and well performing CAD system.

## Executive Summary

### Recommendation Considerations

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In making its recommendations Gartner considered the following:

- The interest of public and officer safety above all other factors
- The Client's direction that cost and time should not limit the alternatives considered
- The Client's direction that Gartner's recommendation must be to either keep or replace the Motorola CAD system based on the information available today
- Gartner's independent review and assessment of trouble tickets since go-live
- Interviews with Client executives and key stakeholders
- Review of project artifacts, documentation and contracts
- Interviews with representatives from Motorola
- Interviews with other agencies, as provided by Motorola, using the same system
- Interviews with other CAD system vendors
- The Gartner team's industry experience and expertise
- Gartner's independent research and best practices

## Executive Summary Recommendations

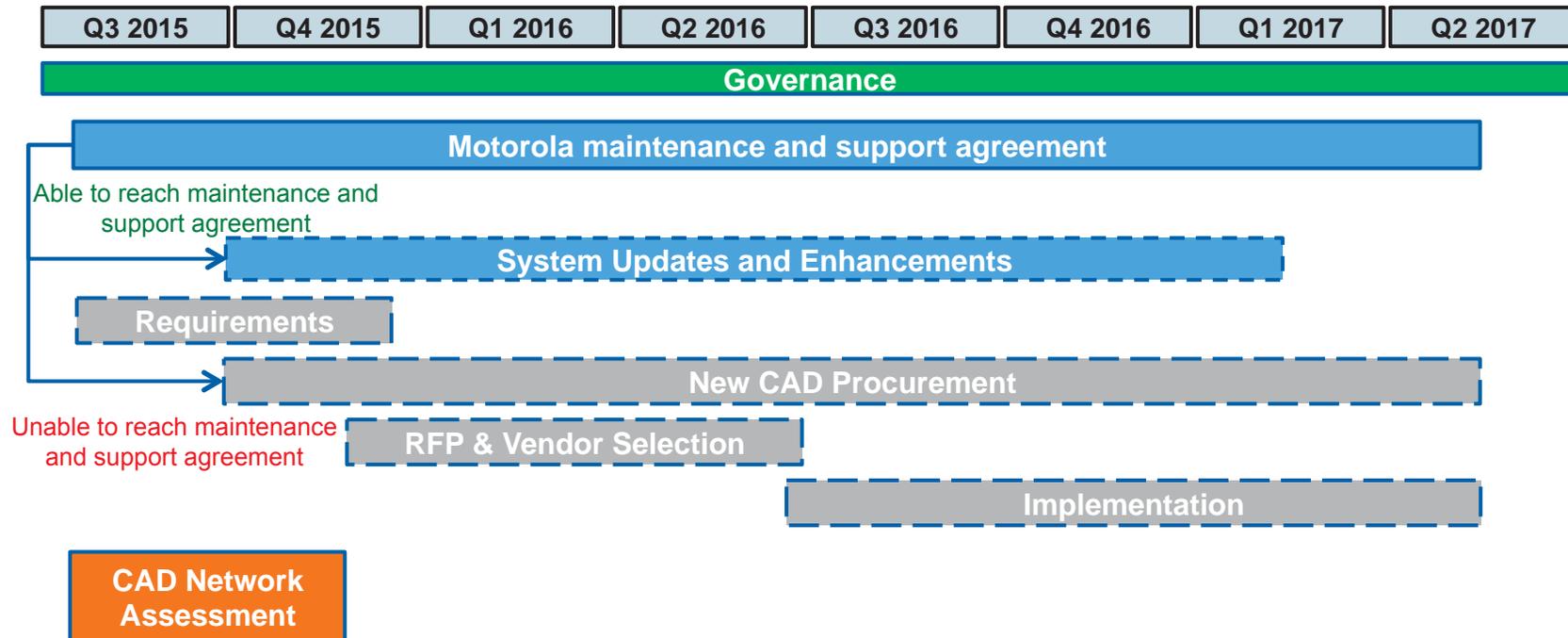
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Considering these factors, Gartner recommends the following:

- The Client should continue its relationship with Motorola only if able to execute a maintenance and support agreement that includes specific system performance and service level requirements with associated financial incentives using the guidelines provided in Gartner's report.
- If the Client and Motorola are unable to reach agreement on a revised maintenance and support agreement, then the Client should continue with Motorola under the proposed maintenance and support agreement and immediately begin the process to find a suitable replacement system using a market-based competitive bid process.
- The Client should seek an outside, independent assessment of the City and County network infrastructure that supports CAD system users including the CDA local area network, the City and County wide-area network and the mobile radio / commercial carrier network infrastructure to identify and resolve any outstanding network performance issues.
- Gartner has identified several other factors that have contributed to the Clients inability to resolve issues surrounding the CAD system such as the Client's role in system support, scope, requirements and vendor management. Gartner's report includes 37 total recommendations that the CDA Board should also consider in order to improve overall system performance and ensure future success.

# Executive Summary

## Recommendation Roadmap



## Executive Summary

### Recommendation Summary

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#### A. Performance Recommendations (5)

**A1.** The Client should define minimally acceptable system performance criteria using the guidelines provided in this report. These should be used to monitor and measure system performance and incorporated into the Motorola maintenance and support agreement.

**A2.** The Client should monitor system performance against the minimally acceptable system performance criteria for a period of 90-days to establish a baseline of stable system performance.

**A3.** The Client should follow the Motorola recommended workstation and server maintenance schedule of weekly workstation reboots, monthly application server reboots and quarterly database server reboots.

**A4.** The Client should report all system performance related issues, including each occurrence of CAD or mobile workstation errors and any system-wide performance issues to Motorola in order to properly document the nature, frequency and severity of issues and to assist in the identification of root cause.

**A5.** The Client should work with Motorola to create a test environment able to simulate production level system loads. The Client should require Motorola to conduct a performance test baseline simulating full production load as part of any major version upgrade before it is released into production.

## Executive Summary

### Recommendation Summary

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#### B. Vendor Maintenance and Management Recommendations (6)

**B1.** The Client should continue with Motorola only if the Client is able to execute a maintenance and support agreement that defines specific system performance and service level requirements and has associated financial incentives using the guidelines provided in this section of Gartner's report.

**B2.** If the Client and Motorola are unable to agree on a suitable maintenance and support agreement, then the Client should continue with Motorola using a standard maintenance and support agreement and immediately begin the process to find a suitable replacement system using a market-based competitive bid process.

**B3.** The City and Motorola should follow an agreed upon process for creating, documenting and managing support tickets using standardized severity level definitions and escalation policies.

**B4.** The City and Motorola should institute daily teleconference calls to review open priority issues and develop a transparent and trusting way to communicate findings and actions taken when troubleshooting issues.

**B5.** The City should assign a dedicated CAD support manager with no other duties besides the management of the CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for tracking and reporting of all CAD issues.

**B6.** The Client should require Motorola to complete System Administration training as a condition of signing any maintenance and support agreement.

## Executive Summary

### Recommendation Summary

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#### C. Scope Management (5)

**C1:** The City and Motorola should follow a consistent process for defining, prioritizing and tracking open work including issue resolution, maintenance update and enhancements.

**C2:** The City and Motorola should agree on specific tasks and timelines for each open issue and report progress regularly.

**C3:** The City and Motorola should agree on an issue escalation process that clearly defines how and when issues are reported and escalated and to whom, including both Motorola and the Client stakeholders.

**C4:** The City should use a more formal and structured scope management process for large, complex IT projects to set and manage expectations of both system stakeholders and vendors.

**C5:** Any future major system enhancements, upgrades or new system implementations should include a detailed Statement of Work that includes scope, schedule, deliverables and acceptance criteria.

## Executive Summary

### Recommendation Summary

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#### D. Requirements Management (3)

**D1.** The Client should develop a full set of high-level, outcome-objective based CAD requirements using business owner representatives. These requirements will help to identify actual critical gaps in functionality and can be used to either scope enhancement requests for Motorola or a baseline for any future system procurement.

**D2.** The Client should define observable acceptance criteria for any enhancements or future system deliverables so that clear traceability between the requirement and the delivered software can be maintained.

**D3.** The Client should prioritize requirements so that system functionality can be delivered incrementally as budget allows.

## Executive Summary

### Recommendation Summary

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#### F. User Acceptance Testing (4)

**F1:** The Client should create a test environment where full system load testing can be performed using automated tools. Each new release should be fully load tested and tested for expected error conditions under load before being released to production.

**F2:** The Client should create a comprehensive regression test plan for all new releases and where possible automate the regression test using testing tools. The regression test should be periodically reviewed and updated to ensure that the appropriate level of testing is performed on each new release.

**F3:** The Client should share the regression tests with Motorola and request that Motorola follow the same regression tests before providing new releases to the Client for testing and should not accept any releases that have not been fully regression tested.

**F4:** The Client should continue to carefully track regression test errors to improve the quality of each version release.

## Executive Summary

### Recommendation Summary

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#### G. Client Support (8)

**G1:** The City should provide a more 'hands-on' and in-depth level of technical system support including system administration and the ability to conduct technical diagnostics and trouble identification (support Level 2 / 3).

**G2:** The City should assign a dedicated CAD support manager who has no other duties besides the management of CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for the accurate tracking and reporting of all CAD issues.

**G3:** The CAD support manager should work with the CDA, Client stakeholders and Motorola to create and track key support performance metrics for both the City and Motorola, and report support performance against those metrics regularly to the CDA Board.

**G4:** The City should provide centralized provisioning support, including the identification and tracking of all provisioning tasks and requests through its help desk system. Centralized provisioning should be accountable for all provisioning requests, and support end-users who may have provisioning responsibility.

**G5:** The City should support centralized management reporting, including the organization of a representative group of stakeholders to cooperatively define data element definitions and the structure and use of standardized reports.

**G6:** The City should provide additional dedicated support resources, particularly for network infrastructure and system administration, who can aid in the identification, diagnosis and resolution of outstanding issues.

## Executive Summary

### Recommendation Summary

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#### G. Client Support (8)

**G7:** The City should develop standardized infrastructure health ‘checklists’ used to identify and validate the health and condition of critical infrastructure components for which it is responsible and provide them as part of routine troubleshooting.

**G8:** The CDA Board should establish support level expectations for the City that include regular reporting of system health against established system performance criteria and clear escalation and notification of priority issues.

## Executive Summary

### Recommendation Summary

Role	Responsibility	Current	Recommended
CAD Support Manager	<ul style="list-style-type: none"> <li>Overseeing all CAD support</li> <li>Reporting against support level metrics</li> </ul>	0	1 full time (+1)
CAD Administrator	<ul style="list-style-type: none"> <li>Centrally managing provisioning</li> <li>Centrally managing reporting</li> </ul>	1 full time	2 full time (+1)
Subject Matter Expert (SME)	<ul style="list-style-type: none"> <li>Providing business rules</li> <li>End user testing</li> </ul>	As needed	As needed
System Administrator	<ul style="list-style-type: none"> <li>Hardware infrastructure configuration, support and monitoring</li> <li>System troubleshooting, technical support</li> </ul>	1 full time	1 full time (no change)
Database Administrator	<ul style="list-style-type: none"> <li>Database support and monitoring</li> </ul>	0	1 part time (+1)
Network Administrator	<ul style="list-style-type: none"> <li>Network support and monitoring</li> </ul>	0	1 part time (+1)
Graphical Information Systems (GIS) Administrator	<ul style="list-style-type: none"> <li>Map database updates and maintenance</li> </ul>	1 full time	1 full time (no change)

## Executive Summary

### Recommendation Summary

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#### H. Training (2)

**H1:** The Client should require Motorola to complete System Administration training and provide required documentation.

**H2:** The Client should continue to enhance the Motorola provided training materials making them more specific to and useful for the CDA, where appropriate.

## Executive Summary

### Recommendation Summary

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#### I. Infrastructure (4)

**I1:** The City should invest in and deploy the necessary tools required to actively monitor and troubleshoot the complete end-to-end CAD network performance and connectivity, including the LAN, WAN and RadioIP. The tools should be deployed with sufficient coverage to provide visibility of the complete health and condition of the network from CAD servers to / from any end user device.

**I2:** The City should hire an outside, independent network specialist to assess the current network design and performance across all public safety systems and aid in the identification of potential problems and in the development of a network monitoring program.

**I3:** The City should assign a single Network Support Administrator to be accountable for the maintenance and support of the CAD network.

**I4:** The City should work to create a network health checklist that can be used to definitively establish the health of the network at any given time, and in particular when issues of slowness or connectivity are reported. This should include both observable connectivity tests as well as reports from network monitoring tools before, during and after the time issues are reported.

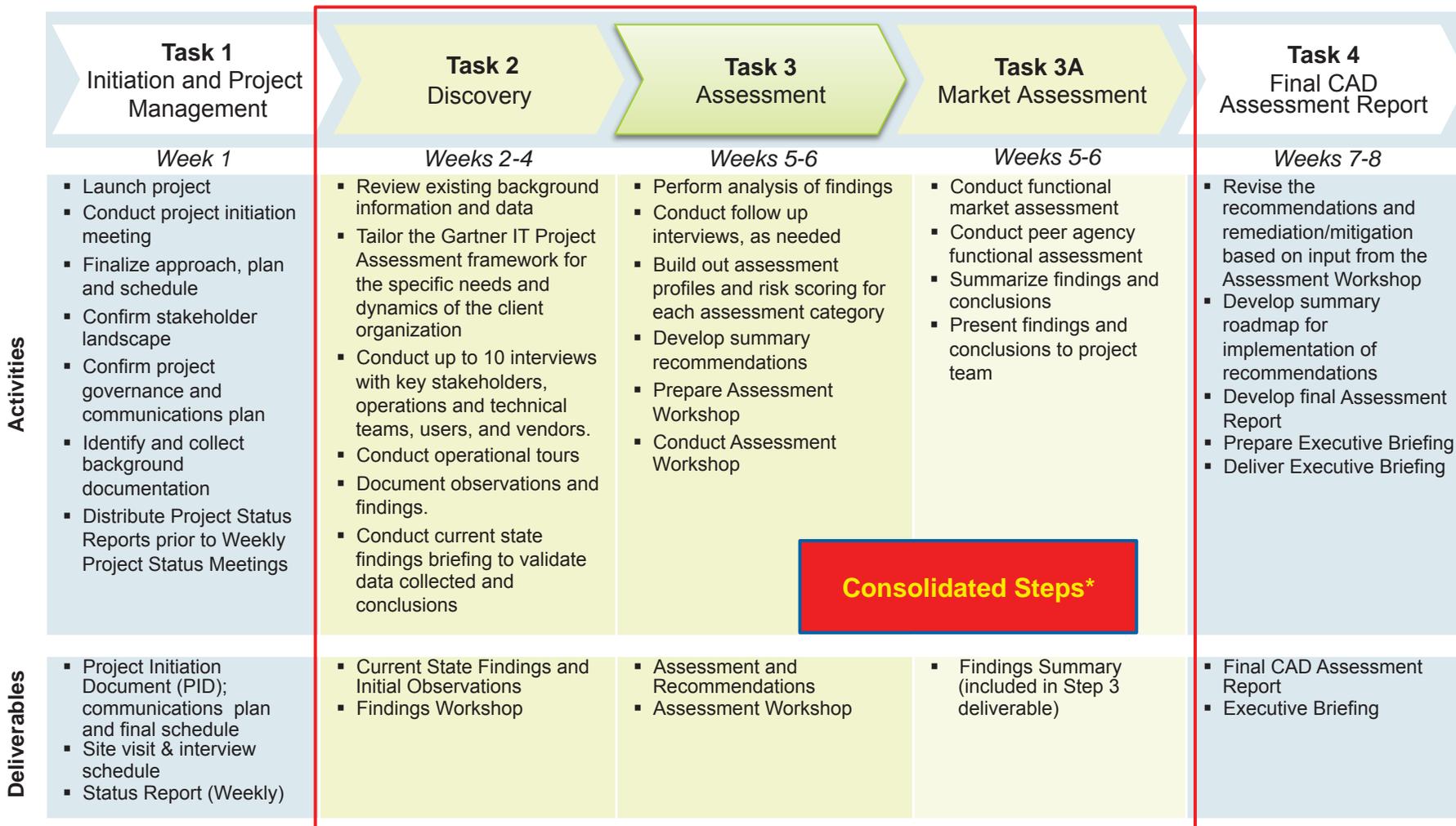
## Section 2: Findings and Recommendations

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Tallahassee CAD Risk Assessment Report  
Gartner Consulting

# Assessment Overview

## Assessment Approach



\* Gartner's original eight week work plan was condensed into five and a half weeks in order to accommodate the Client's Board meeting deadlines. This consolidation of the schedule was agreed to by the client and Gartner and Tasks 2, 3 and 3A were combined with no interim deliverables.

## Assessment Overview

### Assessment Categories

- The Gartner Risk Assessment Framework includes over 50 assessment categories across four project stages
- For this assessment Gartner focused on **nine** categories, highlighted below, selected based on the assessment objectives
- To assess each category, Gartner conducted interviews and document reviews\* and has provided detailed findings in each area



\* See Appendix for listing of interviews and documents reviewed.

## Assessment Overview

### Assessment Category Descriptions

Risk Category	Definition
<b>A. Performance</b>	Assessment of the overall system performance and stability. Vendor and Client's ability to effectively monitor and maintain reliable system performance and work together to address system performance issues.
<b>B. Vendor Support</b>	Assessment of the vendor's role in supporting the system; the definition of roles and responsibilities and support expectations; the vendors ability to support the system within the agreed upon service levels; and the Client's ability to effectively manage the vendors performance.
<b>C. Scope</b>	Assessment of how work tasks have been defined and agreed to; assessment of how well the vendor and the client accomplish tasks; roles and responsibilities; and how well tasks are tracked and managed by both the vendor and the Client.
<b>D. Requirements</b>	Assessment of the needed system capabilities and whether or not those capabilities have been well defined by the Client and delivered by the vendor. Assessment of completeness of the solution to identify gaps in expected capabilities.
<b>E. Governance</b>	Assessment of how well the Client makes routine and non-routine decisions and the effectiveness of those decisions. Assessment of how well stakeholders identify and communicate decisions, the nature of risks and issues and how decisions are documented and managed.
<b>F. Testing</b>	Assessment of the Client and vendors overall ability to effectively manage a comprehensive test process, including unit, functional and performance testing; assessment of the use of appropriate resources across test activities and the sharing of testing responsibility.
<b>G. Client Support</b>	Assessment of the Client's role in supporting the system; the definition of roles and responsibilities and support expectations; the Client's ability to support the system within the agreed upon service levels; and the Client's ability to effectively manage their support activities.
<b>H. Training</b>	Assessment of overall accountability for and execution of training; Assessment of the completeness of training provided by the vendor required in order for the client to effectively operate the system and to fulfill its support obligations.
<b>I. Infrastructure</b>	Assessment of the performance and management of the system infrastructure. Vendor and Client's ability to effectively monitor and maintain a reliable infrastructure and work with the vendor to address infrastructure related issues.

## Assessment Overview

### Assessment Risk Dimensions

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#### Business Benefit Risk

An assessment of how the business is effected in terms of expected business benefits and outcomes. Low business benefit risk would mean that there is little or no impact to expected benefits. High business benefit risk would mean that the business is not receiving the expected value from its investment in the system or program.

#### Budget Risk

An assessment of the how the program budget may be effected in terms of actual or secondary costs. Low budget risk would mean that there is little or no impact to the expected cost or program budget. High budget risk would mean that the budget will be significantly impacted and/or funding may not be available.

#### Operational Risk

An assessment of how day-to-day operations may be effected in terms of the organization's ability to meet its service delivery obligations. A low operational risk would mean there is little to no impact on operations ability to function. A high operational risk would mean the operations would be significantly impacted and/or may not be able to function.

#### Organizational Risk

An assessment of how the organization may be effected in terms of changes to how they do things and whether or not these changes are acceptable and manageable.

#### Public / Officer Safety Risk

An assessment of how the public or officer safety is effected in terms of their perception of service provided. A low public risk would mean there is little to know effect on the public and a high risk would mean the public would perceive a degradation of service.

Each assessment category is evaluated in five risk dimensions in order to determine the impact of any deficiencies in a particular assessment category.

## Assessment Overview

### Assessment Risk Dimension Impact Ratings

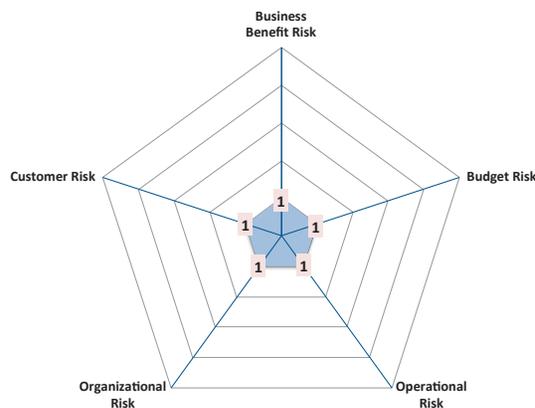
Impact	Business Benefit Risk	Budget Risk	Operational Risk	Organizational Risk	Customer/Public Risk
<b>1 Insignificant</b>	<ul style="list-style-type: none"> <li>No foreseeable business benefit impact.</li> </ul>	<ul style="list-style-type: none"> <li>No foreseeable cost impact.</li> </ul>	<ul style="list-style-type: none"> <li>No foreseeable operational impact.</li> </ul>	<ul style="list-style-type: none"> <li>No foreseeable organizational impact.</li> </ul>	<ul style="list-style-type: none"> <li>No foreseeable customer/public impact.</li> </ul>
<b>2 Minor</b>	<ul style="list-style-type: none"> <li>Risk may result in a minor change(s) to or delivery of new/ other/unplanned business benefits, but is acceptable to the stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in additional cost, but within project tolerances.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in minor change(s) to business process or procedures, but is acceptable to the stakeholders or users.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in minor change(s) in the structure and/or involvement/interaction of the organization, but is acceptable to the stakeholders or users.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in minor change(s) to public process or procedures, but is acceptable to the stakeholders or users.</li> </ul>
<b>3 Moderate</b>	<ul style="list-style-type: none"> <li>Risk may result in moderate change(s) or loss of some business benefits, and will require negotiation with the stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in additional cost beyond project tolerances but within Program tolerances.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in a moderate change(s) or impact(s) to business process or procedures, and will require negotiation with the stakeholders or users. Or:</li> <li>Risk may result in unanticipated effort / time from the operational representatives that is difficult to accommodate.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in moderate change(s) or impact(s) to the structure of the organization or acceptance by the end users, and will require negotiation with the stakeholders or users.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in moderate change(s) or impact(s) to the services provided to the public, and will require negotiation with the Program sponsors or users.</li> </ul>
<b>4 Major</b>	<ul style="list-style-type: none"> <li>Risk may result in significant reduction to one or more key business benefits that the Program's business case is based upon. Executive escalation is required.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may require additional funding beyond the Program's baseline budget. Executive escalation would be required. Or</li> <li>Risk may result in a significant change to the existing budget.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in significant change(s) or impact(s) to the services provided to the end users deemed as unacceptable. Executive escalation would be required. Or:</li> <li>Risk may result in unanticipated effort / time from the operational representatives that is very difficult to accommodate.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in significant change(s) or impact(s) to the structure of the organization or acceptance by the end users. Executive escalation would be required.</li> </ul>	<ul style="list-style-type: none"> <li>Risk may result in significant change(s) or impact(s) to the services provided to the customer/public by the operation or the users. Executive escalation would be required.</li> </ul>
<b>5 Catastrophic</b>	<ul style="list-style-type: none"> <li>Risk may result in such significant loss to planned business benefits that the business case may be completely invalidated.</li> </ul>	<ul style="list-style-type: none"> <li>Risk that the Program probably could not be funded even after executive escalation. Or</li> <li>Risk may result in a complete withdrawal of the existing budget.</li> </ul>	<ul style="list-style-type: none"> <li>Risk poses unacceptable change(s) or impact(s) to the operation where by services to the end users are critically impeded and/or completely invalidates the Program's business case. Or:</li> <li>Risk may result in unanticipated effort / time from the operational representatives that is impossible to accommodate.</li> </ul>	<ul style="list-style-type: none"> <li>Risk poses insurmountable change(s) or impact(s) to the organization which is rejected by the stakeholders and/or completely invalidates the Program's business case.</li> </ul>	<ul style="list-style-type: none"> <li>Risk poses an unacceptable impact to the public where by services to the public are critically impeded and/or completely invalidates the Program's business case.</li> </ul>

## Assessment Overview

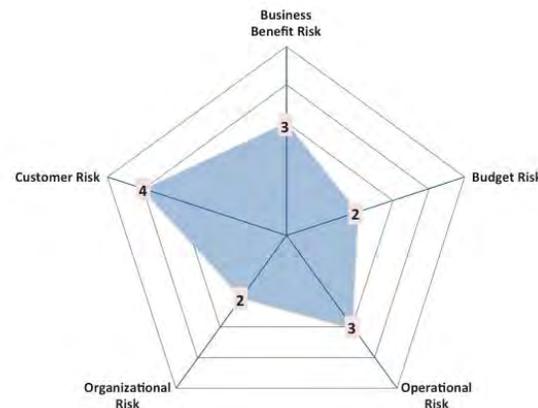
### Assessment Category Risk Radar

- A radar diagram is used to graphically describe a risk profile, presenting a summary view of the scoring of each individual dimension of risk on a scale of 1 to 5.
- The risk rating is based both on the *current* risk condition and the *potential* risk if the current conditions are not addressed.
- An overall CAD project risk profile is provided in the Executive Summary using the average scores for each risk dimension across all nine assessment categories.
- An individual risk profile for each of nine assessment categories is provided in the Detailed Findings and Recommendations section.

#### Lowest Risk / Best Possible Profile



#### Typical Distributed Profile



#### Highest Risk / Worst Possible Profile



# Assessment Overview

## Presentation of Category Assessment

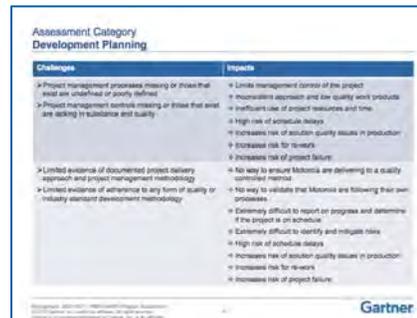
The following are created for each of the nine assessment categories:

### Scorecard



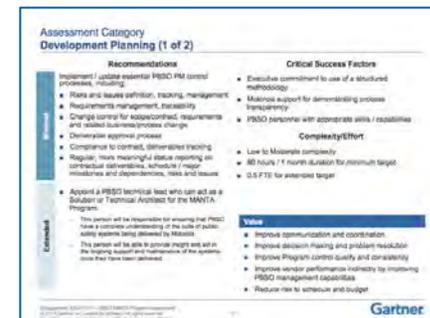
- Category definition
- Risk profile score in each risk dimension

### Findings



- Key findings
- Supporting examples
- Impact of findings

### Recommendations



- Recommended remediation's to address key findings
- Estimated complexity and required resources to implement recommendations

## A. Performance Summary Assessment

### Category Definition

*Assessment of the overall system performance and stability. Vendor and Client's ability to effectively monitor and maintain reliable system performance and work together to address system performance issues.*

Overall Risk Rating: 3.8



### Summary Assessment: Major Risk Profile

#### Business Benefit Risk

- Performance issues continue to impact the Client's ability to accomplish their mission using the CAD system as expected. (4)

#### Budget Risk

- At a minimum remediation will require investment in additional support resources and system monitoring tools and may require additional hardware. If the current CAD system stability can not be verified, may require total system replacement. (4)

#### Operational Risk

- The system supports day-to-day operations, but there is on-going concern regarding the potential for slowdowns and/or restarts. Performance issues can impact response times, delaying critical services or information needed by first responder. (4)

#### Organizational Risk

- Lack of confidence is degrading support for the system and increasing tensions between stakeholders. (3)

#### Public / Officer Safety Risk

- Poor system performance can impact CDA's ability to provide service. (4)

## A. Performance

### General Findings

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- Since the Motorola PremierOne™ CAD went live in September 2013, issues concerning system stability, performance and functionality have eroded the confidence of users, stakeholders and Client executives. Gartner considers a typical ‘system stabilization’ period following the transition to a new CAD system to be between three to six months
- The CAD system is mostly performing at an acceptable level and able to support CDA call taking and dispatch operations. Since January 2015 there have been two full system outages attributable to Motorola, resulting in a total of approximately sixteen minutes of system downtime.
- While the frequency of system-wide outages (Severity Level 1) has declined over the past six months, issues involving the reliable performance of individual CAD workstations and mobile computers continue to be reported. When these outages occur they are unexpected and can take several minutes to recover from. If they occur when a user is performing a critical function, the result may be detrimental to public and officer safety.
- Recent efforts to resolve outstanding issues, have resulted in very little progress towards building user confidence. In many cases, particularly with regard to issues surrounding the performance of City of Tallahassee Police Department (TPD) mobile computers, Motorola and the Client have reached an impasse in their ability to definitively troubleshoot and correct problems to a level that TPD considers acceptable.

## A. Performance

### General Findings

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- Review of system error logs indicates a pattern of a higher than expected number of internal system errors. The types of errors seen can be indications underlying system design issues, such as poor exception handling and/or inadequate system testing, particularly under load. Gartner considers these errors to be significant to the extent they can be leading indicators of larger issues of system robustness such as degraded performance under load, inability to complete user functions in a timely manner and reduced overall application stability.
- Evaluation of the most recent full system outage\* (Severity Level 1) and recent reports of significant performance degradation+ (Severity Level 2) shows that the CAD system is susceptible to having performance issues when it is unable to communicate with remote mobile devices. This is likely an indication of inadequate exception and/or error handling and Gartner considers this to be a significant vulnerability for a mission-critical system.
- Baseline system performance standards are not defined making it difficult to measure whether or not system performance is “acceptable” or within an acceptable, agreed upon range.

\* May 17, 2015 eight minute outage, Motorola case #24353685

+ May 6 and May 11

## A. Performance

### General Findings

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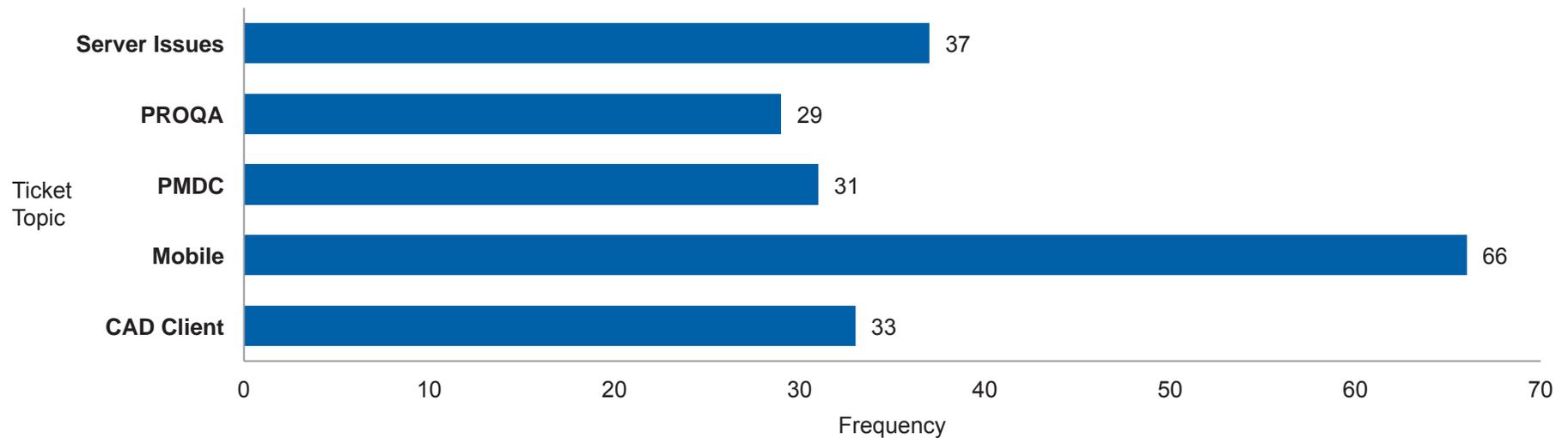
- System load testing was not performed as part of initial system acceptance and is not performed before major system upgrades. System performance under load is only tested after the new release is transitioned into the production environment..
- The Client has stopped reporting every instance of CAD and mobile workstation ‘slow’ or ‘freezing’ making it difficult to assess the nature, frequency and severity of the issues effecting CAD client workstations. The Client support staff have instructed users to restart workstations when they become unresponsive and to only report issues that cannot be resolved with a restart.
- Client support staff have implemented a practice of daily CAD workstation reboots as a way to mitigate the risk of unexpected workstation slowdowns. While this practice is not recommended by Motorola, the Client reports that they have seen a reduction in the frequency of workstation ‘freezing’ since they have been doing this. Motorola recommends weekly CAD workstation reboots as part of routine maintenance.
- Client support staff have implemented a practice of ‘monthly’ CAD server reboots as a way to mitigate the risk of unexpected server slowdowns. While this practice is not recommended by Motorola, the Client reports that they have seen a reduction in the frequency of general server slowdowns and restarts since they have been doing this. Motorola recommends that application servers are rebooted every 30 days and database servers are are rebooted every 90 days as part of routine maintenance.

## A. Performance

### Support Ticket Analysis

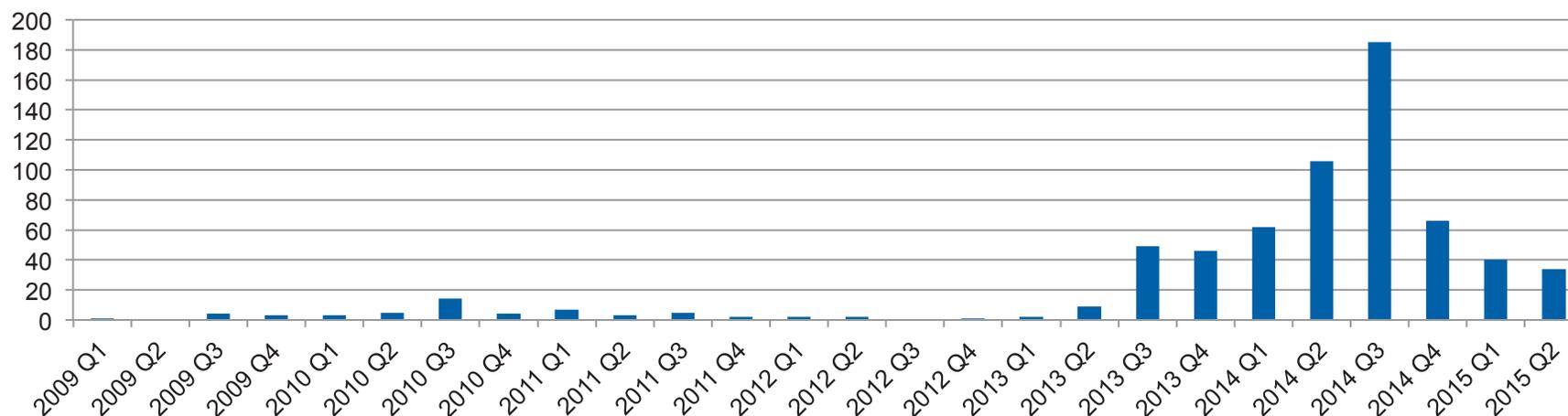
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- Gartner evaluated support ticket history from 2009 to May 2015
- The highest number of support tickets was in 2014 during implementation, as expected
- The majority of support tickets are categorized as Severity Level 2 or 3, as expected
- The average time-to-closure is 95 days, higher than expected
- The average age of currently open tickets is 195 days, higher than expected
- Frequency of support tickets by type indicates mobile, server and CAD client to be the top three reported issues



## A. Performance Support Ticket Analysis

### Motorola CAD Support Tickets, Q1 2009 - Q2 2015



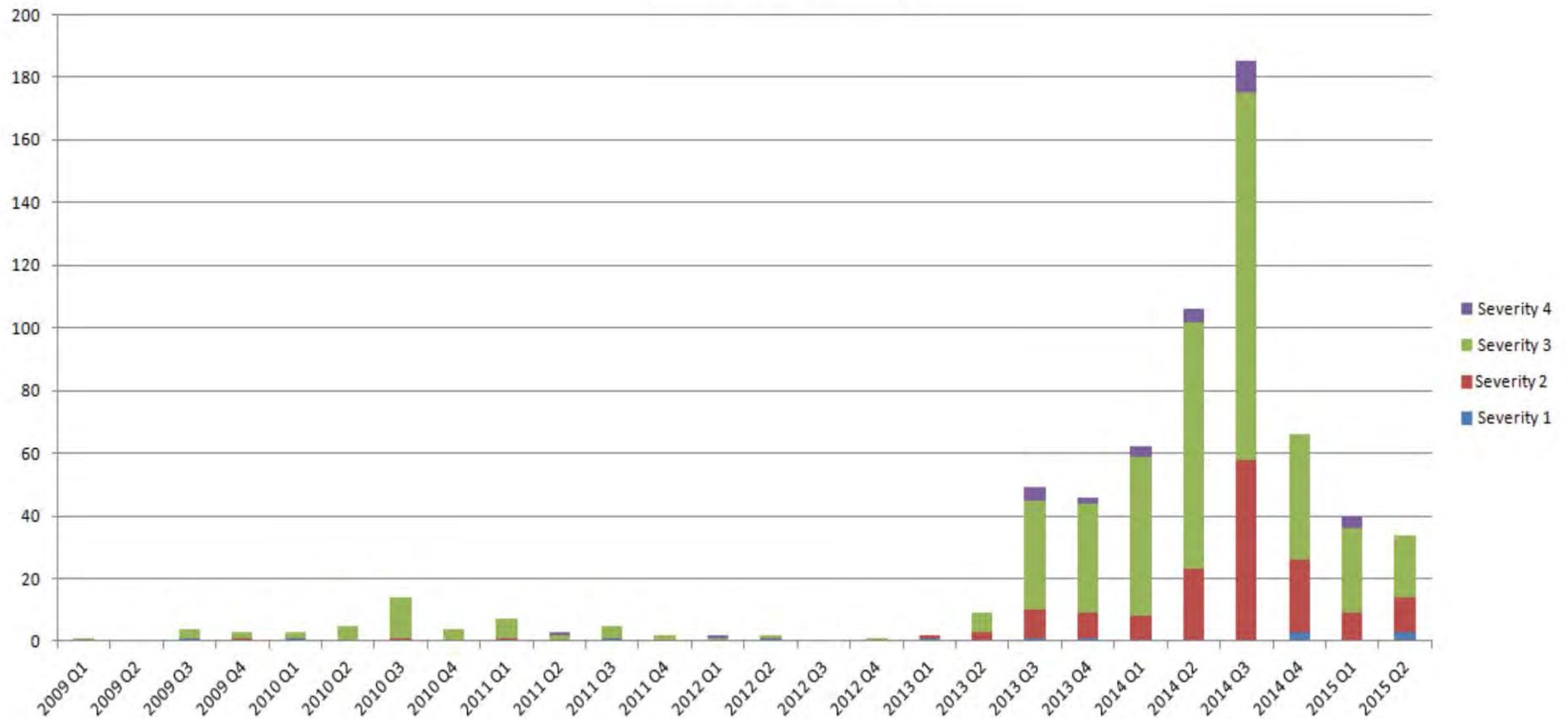
All Tickets by Current Status	
AWAITING RESOURCES	1
AWAITN UPGRADE	2
CLOSED	406
CLOSED BUS APPRVD	3
CLOSED CUST APPRVD	152
DEVELOPMENT	11
INPROG	25
INPROG AWT CUST	3
INPROG AWT ENG	17
RSLVD AWT CUST	34
RSLVD AWT RELEASE	1
<b>Total</b>	<b>655</b>

All Tickets by Category	
Awaiting Customer	3
Awaiting Upgrade	36
Closed	561
Pending Release	5
Support Field	17
With Engineering	22
With Solutions	11
<b>Total</b>	<b>655</b>

All Tickets by Year	
2009	8
2010	26
2011	17
2012	5
2013	107
2014	418
2015	74
<b>Total</b>	<b>655</b>

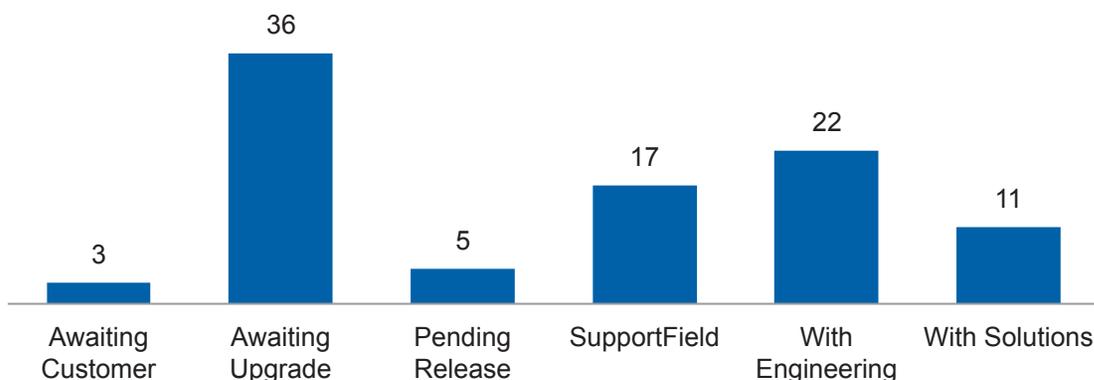
## A. Performance Support Ticket Analysis

**Motorola CAD Support Tickets by Severity  
(Q1 2009 - Q2 2015)**



## A. Performance Support Ticket Analysis

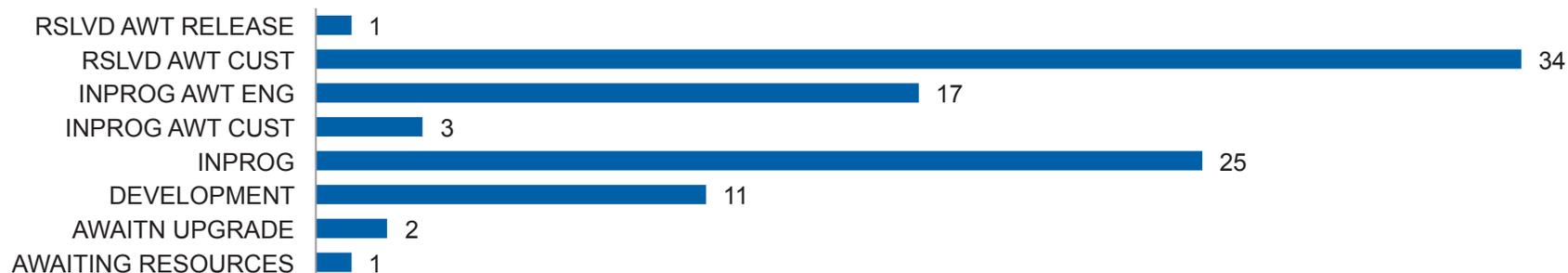
### Open Motorola CAD Support Tickets by Category



Summary	
Total Open Tickets (as of 6/5/15)	94
Avg. Age of Open Tickets	195 Days
Age of Longest Open Ticket	707 Days

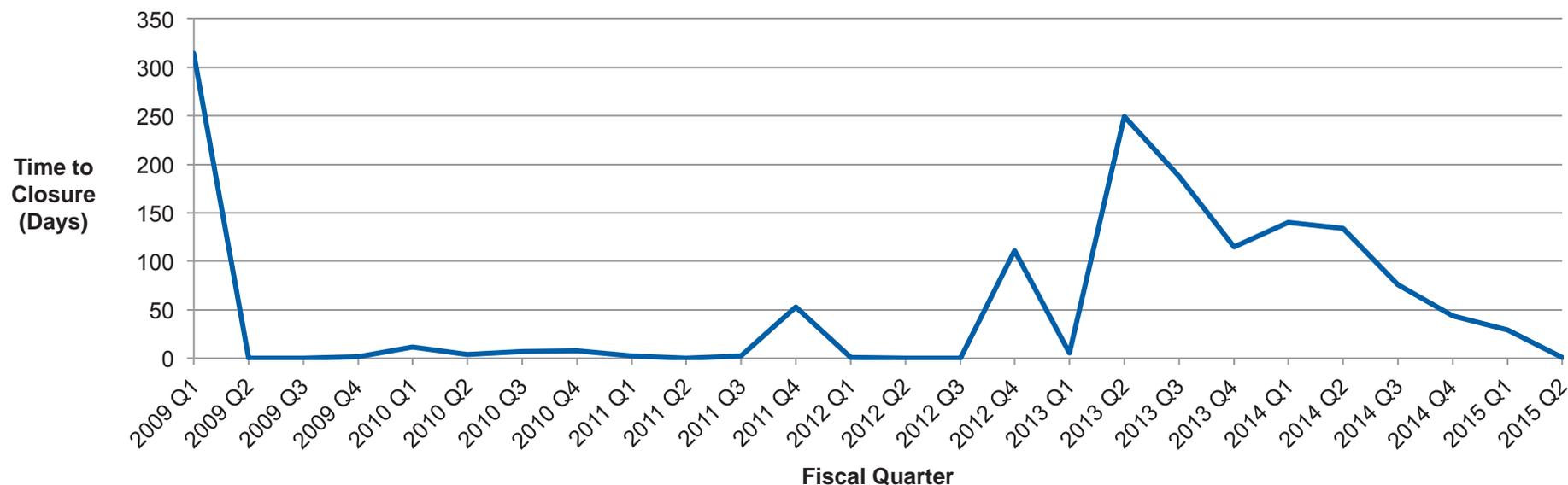
Open Tickets - Severity		
Severity Level	Total Tickets	Average Age
Severity 1	3	30 Days
Severity 2	18	140 Days
Severity 3	68	201 Days
Severity 4	5	409 Days

### Open Motorola CAD Support Tickets by Current Status



## A. Performance Support Ticket Analysis

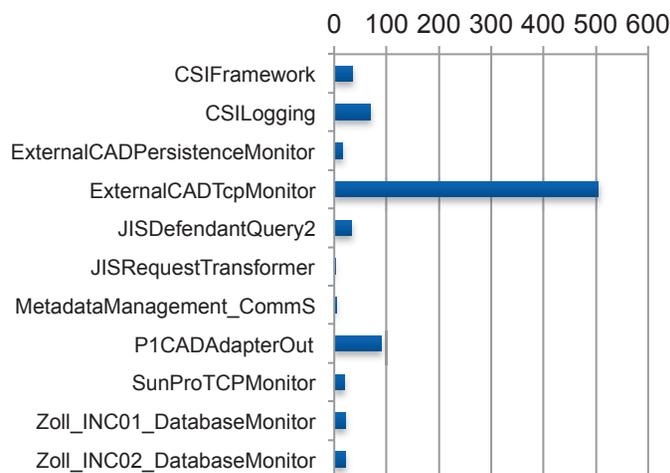
**Average Time to Ticket Closure by Fiscal Quarter (Days)**



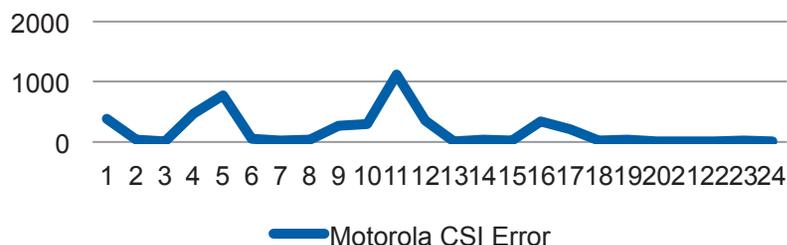
Summary	
<b>Total Closed Tickets (as of 6/5/15)</b>	561
<b>Avg. Time to Closure</b>	95 days
<b>Longest Time to Closure</b>	314 days

Closed Tickets - Severity		
Severity Level	Total Tickets	Avg. Time to Closure
<b>Severity 1</b>	10	5 days
<b>Severity 2</b>	138	95 days
<b>Severity 3</b>	389	101 days
<b>Severity 4</b>	24	46 days

## A. Performance System Log File Analysis



Motorola CSI Error- May 1 ~ June 12, by hour of day



- System log file analysis indicates a higher than expected number of internal system errors, particularly database connection errors

### Error samples:

- **CSIFramework**. Exception Interface Name: Component ID: Message ID: Method: LeasedInterfaceCheck Detail: Message: System.Data.SqlClient.SqlException (0x80131904): **Timeout expired**. The timeout period elapsed prior to completion of the operation or the server is not responding. at System.Data.SqlClient.SqlInternalConnection.OnError
- **CSILogging**: Component ID: Message ID: Method: LogWithDatabase Detail: Error logging to database. Switching to CSI event logging. Message: System.Data.SqlClient.SqlException (0x80131904): **Timeout** expired. The timeout period elapsed prior to completion of the operation or the server is not responding.
- **ExternalCADPersistenceMonitor**. **Retry Interface Name:** P1CADToExternalCAD Component ID: ExternalCADPersistenceMonitor Message ID: Method: DoScheduledWork Detail: Update persistence record unsuccessful. Maximum retries attempted. Message:
- **JISDefendantQuery2** Category: **Exception** Interface Name: QueryInterfaces Component ID: JISDefendantQuery2 Message ID: 7fe1947c-bb4b-4633-b3df-90437a5bfd9e.1 Method: Motorola.PremierOne.CommonServices.Interfaces.ODBCCCommon.**Execute SqlTextQuery**
- **JISResponseTransformer** cannot be found. Either the component that raises this event is not installed on your local computer or the installation is corrupted. You can install or repair the component on the local computer.

## A. Performance

### Category Assessment Criteria

Criteria	Findings
A Performance Test Plan is defined, either stand alone or part of another artifact such as a Testing Strategy. [Yes/Partial/No]	✧ No. A performance test plan was not defined and system performance testing was not done by the client. There is no baseline performance expectation and no way to measure actual system performance.
Roles and responsibilities are clearly delineated for Performance Testing between the Client Project Team/ Members, and Vendor Project Team/Members. [Yes/Partial/No]	✧ No. Performance testing was not performed and there are no specific roles or responsibilities defined for performance testing.
Performance Testing requirements were appropriately defined within the Requirements AND the Performance Test Plan. [Yes/Partial/No]	✧ No. There were no specific requirements defined for system performance and subsequently no requirements for testing.
Acceptance criteria / performance targets are/were defined in the Performance Test Plan (and/or Supporting Test Cases) [Yes/Partial/No]	✧ No. There were no specific requirements defined for system performance and subsequently no requirements for testing.
Performance test results are/were documented and available [Yes/Partial/No]	✧ No. There were no performance tests to document.
Performance test results satisfied or exceeded established thresholds / targets / acceptance criteria [Yes/ Partial/No]	✧ No. There were no specific requirements defined for system performance and subsequently no requirements for testing.

## A. Performance Recommendations

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- A1.** The Client should define minimally acceptable system performance criteria using the guidelines provided in this report. These should be used to monitor and measure system performance and incorporated into the Motorola maintenance and support agreement.
- A2.** The Client should monitor system performance against the minimally acceptable system performance criteria for a period of 90-days to establish a baseline of stable system performance.
- A3.** The Client should follow the Motorola recommended workstation and server maintenance schedule of weekly workstation reboots, monthly application server reboots and quarterly database server reboots.
- A4.** The Client should report all system performance related issues, including each occurrence of CAD or mobile workstation errors and any system-wide performance issues to Motorola in order to properly document the nature, frequency and severity of issues and to assist in the identification of root cause.
- A5.** The Client should work with Motorola to create a test environment able to simulate production level system loads. The Client should require Motorola to conduct a performance test baseline simulating full production load as part of any major version upgrade before it is released into production.

## A. Performance

### Minimally Acceptable System Performance Criteria

The criteria for minimally acceptable system performance is recommended based on industry norms for mission-critical computer aided dispatch systems. These criteria are commonly found in CAD system requests for proposals and maintenance and support agreements.

Performance Measure	Performance Target	Examples
<b>System Availability.</b> The percentage of time the system is operating normally, without unexpected or unplanned interruption or 'down-time'.	<ul style="list-style-type: none"> <li>• 99.99% uptime</li> <li>• ≤ 6 minutes per month</li> <li>• ≤ 2 minutes per week</li> </ul>	<ul style="list-style-type: none"> <li>• System is unavailable to all users</li> <li>• System is unresponsive or so slow to respond that it is unusable</li> </ul>
<b>Critical Component Failures.</b> A count of the number of times when critical element of the system does not function as expected and there is no suitable workaround.	<ul style="list-style-type: none"> <li>• ≤ 2 per day</li> <li>• ≤ 4 per week</li> <li>• ≤ 8 per month</li> </ul>	<ul style="list-style-type: none"> <li>• CAD workstation 'lock-up' that requires reboot</li> <li>• System is "slow" or intermittently unresponsive with corresponding system-level error messages</li> <li>• Mobile workstations unavailable due to CAD software failures</li> </ul>

## A. Performance Recommendation Summary

### Recommendation

**A1.** The Client should define minimally acceptable system performance criteria using the guidelines provided in this report. These should be used to monitor and measure system performance and incorporated into the Motorola maintenance and support agreement.

**A2.** The Client should monitor system performance against the minimally acceptable system performance criteria for a period of 90-days to establish a baseline of stable system performance.

**A3.** The Client should follow the Motorola recommended workstation and server maintenance schedule of weekly workstation reboots, monthly application server reboots and quarterly database server reboots.

**A4.** The Client should report all system performance related issues, including each occurrence of CAD or mobile workstation errors and any system-wide performance issues to Motorola in order to properly document the nature, frequency and severity of issues and to assist in the identification of root cause.

**A5.** The Client should work with Motorola to create a test environment able to simulate production level system loads. The Client should require Motorola to conduct a performance test baseline simulating full production load as part of any major version upgrade before it is released into production.

### Critical Success Factors

- Support of executives and stakeholders
- Stakeholder agreement on terms of stability
- Network availability can be actively monitored and maintained

**Complexity:** Moderate

- Agreement on acceptable performance criteria will require compromise
- Isolating system performance failures can be difficult when support responsibilities are shared
- System performance testing is difficult and inconclusive in current test environment

**Estimated Cost:** Moderate

- May require additional investment in test environment and tools

**Value:** High

- Improve user perception and trust of system
- Improve public perception and trust of system
- Increase system reliability
- Mitigate risk of failure and slowdown in performance

## B. Vendor Maintenance & Management Summary Assessment

### Category Definition

*Assessment of the vendor's role in supporting the system; the definition of roles and responsibilities and support expectations; the vendors ability to support the system within the agreed upon service levels; and the Client's ability to effectively manage the vendors performance.*

Overall Risk Rating: 2.6



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- Business benefits are not being fully realized due to misaligned expectations for system support. Support service levels, roles and responsibilities are not well defined. (3)

#### Budget Risk

- Current maintenance and support agreement is within expected budget, but additional out of scope issues could add costs outside of planned budget. (3)

#### Operational Risk

- Moderate operational risk if support roles are not clearly defined, especially during initial reporting and troubleshooting. (3)

#### Organizational Risk

- Minor changes expected to the organization in terms of structure and/or involvement. (2)

#### Customer/Public Risk

- Service to the public can be effected by how well the vendor is managed, but the relationship should be managed internally without a direct impact on the public. Minor changes to business process/procedures may be implemented. (2)

## B. Vendor Maintenance & Management

### General Observations

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- The Client has lost confidence in Motorola's commitment and ability to effectively support the system due to system performance and stability issues that have persisted over the course of the past 22 months since go-live.
- Motorola has changed key team members several times since system implementation creating inconsistency in support levels and responsiveness. In the past, the Client executives have had to be involved in escalating issues to Motorola senior staff in order to get the proper level of attention and resolution.
- The City of Tallahassee Information System Services is responsible for managing the Motorola relationship. However, in practice, support duties are shared by the City, the Sheriff's Office and CDA personnel. This sharing of responsibility creates unclear accountability and misalignment of what's expected with regard to how issues are managed and reported, both internally and with Motorola.
- The City changed support team members during system implementation creating inconsistency in support levels and responsiveness to Motorola and the CDA.
- Key vendor management processes, such as how issues are reported, tracked and escalated are not consistently followed by the City or Motorola making problem tracking, accountability and resolution more difficult.

## B. Vendor Maintenance & Management

### General Observations

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- Problem troubleshooting, especially relating to the performance of the City's network, is not well coordinated between the City and Motorola. Both parties accuse the other of withholding key information and not being fully transparent while working known issues.
- Motorola has been slow to provide root cause analysis and resolution information for critical issues. Most recently, issues relating to system restarts, transitions to high-performance mode and workstation slow-downs have been resolved without a complete root-cause analysis and explanation.
- The Client and Motorola do not currently have a maintenance and support agreement in place. An agreement has been proposed and reviewed, but the Client is withholding signature pending the outcome of Gartner's assessment.
- The proposed Motorola maintenance and support agreement does not sufficiently identify support responsibilities between the Client and Motorola and contains conflicting terms of responsibility for system (server) hardware and infrastructure software (e.g. operating system, database) support.
- The proposed Motorola maintenance and support agreement does not include provisions for updates / upgrades to infrastructure software, such as operating system and database updates, that may be required for future CAD system version updates (e.g. upgrade of SQL-Server or operating system).

## B. Vendor Maintenance & Management Assessment Criteria

Criteria	Findings
1) A Support Model for CAD is defined, which includes scope of support, processes, tools and for each defined Agency (IT Operations) and Vendor(s) responsibilities [Yes/No/Partial]	✧ Partial. Vendor maintenance and support agreement has been provided but not signed and accepted because system acceptance is still in dispute based on reliability issues.
2) The support model has been established and is currently operating by the Vendor per the agreed to scope/processes [Yes/No/Partial]	✧ No. Agreement has not been signed. Agreement is dependent on system acceptance, which is contingent on system reliability issues being resolved.
3) The Vendor has appropriate personnel, skills, capabilities and capacity to execute/manage the defined support model - processes, tasks, etc. [Yes/No/Partial]	✧ Partial. Basic issues are addressed, but recurring issues not resolved. Vendor help desk support was reported as limited in capabilities. Vendor escalation is frequently required to get resolution.
4) SLAs for Vendor support processes are clearly defined [Yes/No/Partial]	✧ No. maintenance and support agreement identified but SLA is not well defined. Without clear metrics and downtime definitions, system performance will still be in dispute.
5) SLAs for Vendor support processes are being monitored [Yes/No/Partial]	✧ No. Definition of failure is not specified, thus SLA compliance is in dispute. System has not been accepted because of reliability issues.
6) SLAs for Vendor support processes are being achieved [Yes/No/Partial]	✧ No. Without clear metrics and down time definitions, compliance is in dispute.
7) A performance improvement plan/process exists that is used to identify/address and resolve problems with any support processes or SLA [Yes/No/Partial]	✧ No. Issue resolution has generally not been acceptable. Escalation process is not well documented.

## B. Vendor Maintenance & Management Recommendations

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**B1.** The Client should continue with Motorola only if the Client is able to execute a maintenance and support agreement that defines specific system performance and service level requirements and has associated financial incentives using the guidelines provided in this section of Gartner's report.

**B2.** If the Client and Motorola are unable to agree on a suitable maintenance and support agreement, then the Client should continue with Motorola using a standard maintenance and support agreement and immediately begin the process to find a suitable replacement system using a market-based competitive bid process.

**B3.** The City and Motorola should follow an agreed upon process for creating, documenting and managing support tickets using standardized severity level definitions and escalation policies.

**B4.** The City and Motorola should institute daily teleconference calls to review open priority issues and develop a transparent and trusting way to communicate findings and actions taken when troubleshooting issues.

## B. Vendor Maintenance & Management Recommendations

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**B5.** The City should assign a dedicated CAD support manager with no other duties besides the management of the CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for the accurate tracking and reporting of all CAD and mobile data issues. The CAD support manager should also be responsible for working with Motorola and the Client stakeholders to create and track key performance indicators for CAD and produce daily/weekly/monthly status reports.

**B6.** The Client should require Motorola to complete System Administration training as a condition of signing any maintenance and support agreement.

## B. Vendor Maintenance & Management Recommendation Summary

### Recommendation

**B1.** The Client should continue with Motorola only if the Client is able to execute a maintenance and support agreement that defines specific system performance and service level requirements and has associated financial incentives using the guidelines provided in this section of Gartner's report.

**B2.** If the Client and Motorola are unable to agree on a suitable maintenance and support agreement, then the Client should continue with Motorola using a standard maintenance and support agreement and immediately begin the process to find a suitable replacement system using a market-based competitive bid process.

**B3.** The City and Motorola should follow an agreed upon process for creating, documenting and managing support tickets using standardized severity level definitions and escalation policies.

**B4.** The City and Motorola should institute daily teleconference calls to review open priority issues and develop a transparent and trusting way to communicate findings and actions taken when troubleshooting issues.

**B5.** The City should assign a dedicated CAD support manager with no other duties besides the management of the CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for tracking and reporting of all CAD issues.

**B6.** The Client should require Motorola to complete System Administration training as a condition of signing any maintenance and support agreement.

### Critical Success Factors

- Support of executives and stakeholders
- Stakeholder agreement on support roles and terms
- Adequate City support staffing level and competency

**Complexity:** Low

- Requires agreement on support process
- Requires discipline to adhere to support process
- Requires routine review of support process

**Estimated Cost:** Moderate

- May require additional full time staff to manage support

**Value:** High

- Improve user perception and trust of system
- Improve public perception and trust of system
- Increase system reliability
- Mitigate risk of failure and slowdown in performance

## B. Vendor Maintenance & Management Service Level Agreement Performance Target Recommendations

Service Level	Performance Measure	Performance Target	Examples
<b>Total System Outage.</b> Occurs when the System is not functioning or any major issue that results in an unstable or unusable system and there is no workaround. (Severity 1 Events)	% of continuous system operation without disruption of service.	<ul style="list-style-type: none"> <li>• 99.99 % (4 9's) uptime</li> <li>• ≤ 6 minutes per month</li> <li>• ≤ 2 minutes per week</li> </ul>	<ul style="list-style-type: none"> <li>• System is unavailable to all users</li> <li>• System is unresponsive or so slow to respond that it is unusable</li> </ul>
<b>Critical Component Failure.</b> Occurs when critical element of the system does not function as expected and there is no suitable workaround. (Severity 2 Events)	A count of the number of distinct failure events that occur within a specific period of time.	<ul style="list-style-type: none"> <li>• ≤ 2 per day</li> <li>• ≤ 4 per week</li> <li>• ≤ 8 per month</li> </ul>	<ul style="list-style-type: none"> <li>• CAD workstation 'lock-up' that requires reboot</li> <li>• System is "slow" or intermittently unresponsive with corresponding system-level error messages</li> <li>• Mobile workstations unavailable due to CAD software failures</li> </ul>
<b>Event Response Time.</b> Time to respond by the assignment and confirmation by support personnel to the initial report of an event.	The percentage of events responded to within the targeted period of time.	<ul style="list-style-type: none"> <li>• Sev 1 100% &lt; 30 minutes, 7x24</li> <li>• Sev 2 100% &lt; 3 hours, 7x24</li> <li>• Sev 3 80% &lt; 8 hours, 5x12</li> </ul>	
<b>Event Resolution Time.</b> Time required to address the event and restore service by fix or workaround.	The percentage of events resolved with a suitable work around to restore service within the targeted period of time.	<ul style="list-style-type: none"> <li>• Sev 1 100% &lt; 30 minutes, 7x24</li> <li>• Sev 2 100% &lt; 3 hours, 7x24</li> <li>• Sev 3 100% &lt; 6 hours, 5x12</li> </ul>	
<b>Root Cause Resolution Time.</b> Time required to address the event and restore service by fix or workaround.	The percentage of events resolved via the implementation of permanent fixes within a specific period of time.	<ul style="list-style-type: none"> <li>• Sev 1 100% &lt; 2 weeks, analysis</li> <li>• Sev 2 100% &lt; 2 weeks, analysis</li> <li>• Sev 3 100% &lt; 4 weeks , analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Sev 1 90% &lt; 4 weeks, fix</li> <li>• Sev 2 90% &lt; 4 weeks, fix</li> <li>• Sev 3 90% &lt; 8 weeks , fix</li> </ul>

## B. Vendor Maintenance & Management Service Credit Guidance

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- Use service credits as financial incentive to maintain service level objectives and as a way to reimburse the Client for the value of diminished services. Service credits are applied when specific service level targets are missed within a specific measurement period.
- Apply service credits as a percentage of the monthly maintenance cost and consider using an escalating scale that is reset at the beginning of each new month, for example:
  - First Occurrence – 10% reduction of monthly service charge.
  - Second Occurrence – 15% reduction of monthly service charge
  - Third Occurrence – 25% reduction of monthly service charge
- At any time, the Client will rely on standard contractual provisions for exiting due to non-performance if multiple SLA's are missed consistently
- Missed SLA occurrences should be cumulative within a single month, based on the number of total occurrences across SLA's, not only within a single SLA. For example,
  - More than six minutes of total system downtime AND more than two Sev 2 events within a single month would be TWO occurrences of missed critical SLA's that month
- Multiple occurrences of the same event should not be counted once the root cause has been determined and a fix has been offered.
- SLA's and service credits would not apply to events caused by issues that the Client is responsible for supporting, such as the network or workstation hardware.

## B. Vendor Maintenance & Management maintenance and support agreement Guidance

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### Escalation and Notification Provisions

- Set clear notification requirements by severity level. At a minimum, notification of the initial event and at event resolution should be set for Severity Level 1 and 2 events and should be documented within the support ticket when attempted and made.
- Set clear escalation requirements by severity level. Current escalation only applies to Severity 1 events. At a minimum, response escalation should be required for Severity Level 1 and 2 events, and include the escalation of unresolved events to senior management.
- As part of event escalation, require the vendor provide qualified on-site resources whenever two or more SLA's are missed within a single month.

## B. Vendor Maintenance & Management maintenance and support agreement Guidance

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### Roles and Responsibilities

- Define Client support responsibilities and how those responsibilities will be validated as part of part of problem reporting and root cause analysis. For example,
  - Client is responsible for the maintenance and support of CAD client workstations. This includes the maintenance and support of the hardware and ensuring that all software is configured and maintained according to Motorola specifications. All client workstation related problems must be reported with workstation log files taken at the time of the event.
  - Client is responsible for the maintenance and support of the CAD network, including the monitoring of network health and utilization. All major system outages, Severity 1 and 2, must be reported with accompanying network utilization reports that show that status and health of the network at the time of the event.
- Clarify support roles and responsibilities for covered hardware and infrastructure software. The maintenance and support agreement should clearly identify and delineate roles and responsibilities with regard to hardware, operating system and database maintenance and upgrades, including any upgrades or updates that may be required for future CAD version releases.
- Clarify roles and responsibilities for deployments and maintaining system environments in terms of software updates, patches and releases. Motorola should be responsible for ensuring that all environments remain in-sync and within fully supported versions.

## B. Vendor Maintenance & Management maintenance and support agreement Guidance

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### Software Releases and Updates

- Clarify roles and responsibilities with respect to Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases. The maintenance and support agreement should clearly identify and delineate roles and responsibilities for version control and deployment.
- Clarify expectations that the Client / Motorola will maintain the software, including Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases, within a fully supported version. The maintenance and support agreement should ensure that the Client is not falling out of a fully supported version and should not hold Motorola accountable for fixes that are tested and accepted, but that the Client does not allow Motorola to deploy into production.
- Clarify Client responsibilities and expectations with respect to the timeliness of testing of Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases Releases to ensure that the release is tested in a timely manner and free of defects and so that Motorola can keep the software within a fully supported version. SLA's should be suspended if fixes are offered, but not tested in a timely manner.
- Clarify expectations for the testing and deployment Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand

## B. Vendor Maintenance & Management maintenance and support agreement Guidance

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### Staging Environment and Load Testing

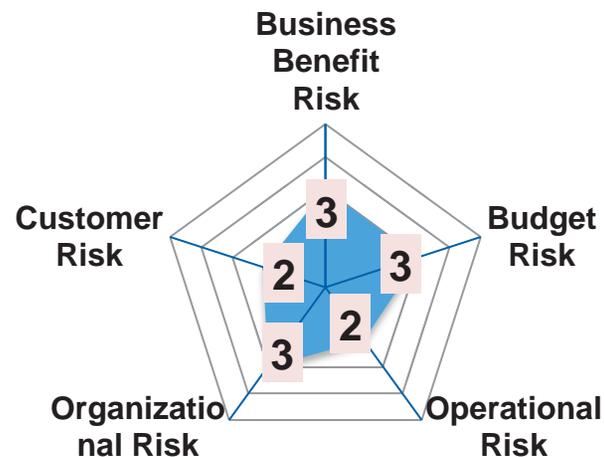
- The maintenance and support agreement should include the provisioning and support of a staging environment that is identical to the production environment (with the exception of live system interfaces) so that it can be used for accurate pre-production simulation and load testing prior to and as a condition of releasing new versions into production.
- The maintenance and support agreement should include the ability to perform simulated load testing on production-ready releases

## C. Scope Management Summary Assessment

### Category Definition

*Assessment of how work tasks have been defined and agreed to; assessment of how well the vendor and the client manage the tasks, roles and responsibilities; and how well these tasks are tracked and managed by both the vendor and the Client.*

Overall Risk Rating: **2.6**



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- Due to lack of scope identification and management, the CDA has not received all of the benefits and outcomes expected. Proper scope management will identify areas of contention and allow for expected scope to be achieved. (3)

#### Budget Risk

- The unmanaged scope may result in additional costs in order to achieve the desired outcome. Budget impact will be dependent on tasks to be performed, and could be internalized or outsourced to the vendor for completion. (3)

#### Operational Risk

- Better scope management will improve the day-to-day operations, without a significant investment in time or cost. (2)

#### Organizational Risk

- Improved scope management requires a fundamental change in vendor management philosophy. Without significant change, many of the same mistakes will be repeated. Impacts to end users should be minimal, but beneficial to the organization. (3)

#### Customer/Public Risk

- Benefits to the customer/public should result from improved vendor management. The results will include perceived value as well as actual value. (2)

## C. Scope Management

### General Observations

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- The City of Tallahassee Information System Services is responsible for managing the scope of the CAD project. However, in practice, scope management is shared by the City, the Sheriff's Office and CDA personnel. This sharing of responsibility creates unclear accountability and misalignment of what's expected with regard to project scope, both internally and with Motorola.
- The City and Motorola do not follow a consistent process for defining issues and prioritizing them. Problem severity codes are not consistently used making it difficult to assess open system issues and hold Motorola or the City accountable for open work against agreed upon resolution targets.
- There is disagreement between the City and Motorola about the nature and severity of open items. The City has stopped reporting some issues but still considers them deficiencies, such as issues with AVL location updates and EMS unit recommendations, making it difficult to hold Motorola accountable for addressing them.

## C. Scope Management

### General Observations

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- The original project scope was not well defined in terms of how the system would be implemented, tested and accepted. The Motorola contract and statement of work did not contain the project controls needed for a project of this size and complexity. For example, system acceptance was based on beneficial use of the system in production and not on the successful completion of acceptance or performance testing; functional gaps between the current and new system were not identified or addressed as part of Motorola's scope.
- Scope management was further complicated by the fact that the project was originally proposed by Motorola as an upgrade to the City's existing Police and Fire CAD, before there were requirements for the creation of a consolidated dispatch agency that included EMS and multiple law enforcement agencies. The Sheriff's Office and EMS were not as involved in the initial requirements and contract development, but were involved in the implementation and acceptance process, which created a misalignment of expectations and a level of frustration amongst the stakeholders.

## C. Scope Management Assessment Criteria

Criteria	Findings
1) A Scope Management Plan is defined, either stand alone or part of another artifact such as a Project Management Plan. [Yes/Partial/No]	✧ No. Because the CAD transition was considered an “upgrade”, minimal project or scope management documents were created. Management was performed primarily through a project schedule.
2) Roles and responsibilities are clearly delineated for Scope Mgmt between Project Executives, the PM, Client Project Team/Members, Vendor Project Team/Members. [Yes/Partial/No]	✧ Partial. Roles and responsibilities between City, County and SO are defined. A variety of committees, sub-committees and workshops were created. Roles and responsibilities of vendor were not clearly defined.
3) Change Management processes exist with the Scope Mgmt plan, or external to the Scope Mgmt plan. [Yes/Partial/No]	✧ Partial. Change management processes are now in place and documented. However, during the early phases of the project, with numerous issues and upgrades, changes were not as well documented.
4) The Scope Management Plan is being / was used [Yes/Partial/No]	✧ No. Scope management was not managed well during the initial upgrade. Change management procedures and processes have now been implemented and are being used.
5) The Scope Management Plan outlines how the scope was developed, the inputs used and how the scope will be managed (deliverables, artifacts, processes, people and requirements) [Yes/Partial/No]	✧ Partial. Scope management for City/County/SO was developed as a part of consolidation roles and responsibilities, but Motorola scope was limited to high level contract documents.

## C. Scope Management Recommendations

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**C1:** The City and Motorola should follow a consistent process for defining, prioritizing and tracking open work including issue resolution, maintenance update and enhancements.

**C2:** The City and Motorola should agree on specific tasks and timelines for each open issue and report progress regularly.

**C3:** The City and Motorola should agree on an issue escalation process that clearly defines how and when issues are reported and escalated and to whom, including both Motorola and the Client stakeholders.

**C4:** The City should use a more formal and structured scope management process for large, complex IT projects to set and manage expectations of both system stakeholders and vendors.

**C5:** Any future major system enhancements, upgrades or new system implementations should include a detailed Statement of Work that includes scope, schedule, deliverables and acceptance criteria.

## C. Scope Management Recommendation Summary

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### Recommendation

**C1:** The City and Motorola should follow a consistent process for defining, prioritizing and tracking open work including issue resolution, maintenance update and enhancements.

**C2:** The City and Motorola should agree on specific tasks and timelines for each open issue and report progress regularly.

**C3:** The City and Motorola should agree on an issue escalation process that clearly defines how and when issues are reported and escalated and to whom, including both Motorola and the Client stakeholders.

**C4:** The City should use a more formal and structured scope management process for large, complex IT projects to set and manage expectations of both system stakeholders and vendors.

**C5:** Any future major system enhancements, upgrades or new system implementations should include a detailed Statement of Work that includes scope, schedule, deliverables and acceptance criteria.

### Critical Success Factors

- Support of executives and stakeholders
- Stakeholder agreement on support roles and terms
- Adequate City support staffing level and competency

**Complexity:** **Moderate**

- Requires agreement on scope management process
- Requires discipline to adhere to scope management process
- Requires routine review of scope management process

**Estimated Cost:** **Low**

- Low to no cost to adhere to scope management process
- May require additional PM training

**Value:** **High**

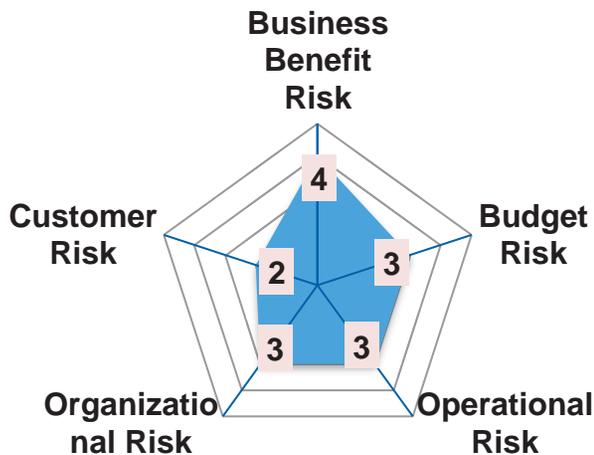
- Improve user perception and trust of system
- Improve public perception and trust of system

## D. Requirements Management Summary Assessment

### Category Definition

*Assessment of the needed system capabilities and whether or not those capabilities have been well defined by the Client and delivered by the vendor. Assessment of completeness of the solution to identify gaps in expected capabilities.*

Overall Risk Rating: 3.0



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- Identification of baseline requirements and subsequent requirements management will require a change in management style to monitor and enforce requirements management with the vendor. Currently the lack of requirements management resulted in expected capabilities not being provided. (4)

#### Budget Risk

- In order to obtain undelivered requirements, the project budget will incur additional costs in the form of enhancements (change orders) to Motorola, or 3<sup>rd</sup> party products. (3)

#### Operational Risk

- Missing functionality has had an impact on system operations and end users. Workarounds have required additional time and effort. (3)

#### Organizational Risk

- Moderate changes to the organization are needed to address the lack of requirements management. (3)

#### Customer/Public Risk

- Direct impact to public is minor. Delayed response due to increased manual activity, or operator error as a result of system deficiencies could result in safety issues. (2)

## D. Requirements Management: General Observations

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- CAD is operating in production and meeting the minimally acceptable functional needs of the Client. However, the lack of a clearly defined and well managed requirements and disagreement about how 'system upgrade' was defined, from P-CAD to P1 CAD, continue to cause misalignment of expectations between the Client and Motorola.
- Motorola provided a Functional System Description with the CAD contract, which described what system functionality would be delivered. However Motorola was not required by the Client to provide an assessment of differences between P-CAD and P1-CAD and the Client did not conduct its own assessment or comparison, creating a gap in what was expected and what was being delivered.
- The Tallahassee Police Department and Leon County Sheriff's Office did not report any operationally significant gaps in CAD system functionality, but did identify issues that impacted workflow and performance. Their primary frustration is with the general stability and performance of the mobile computers.
- The Tallahassee Fire Department considers there to be significant gaps in core fire dispatch functionality that are preventing them from implementing desired operational changes. However, these were not specific requirements of the CAD upgrade and have not been reported to Motorola as deficiencies.

## D. Requirements Management

### General Observations

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- The Leon County Emergency Medical Services reported deficiencies in CAD's ability to record certain critical time stamps, support System Status Management, support field supervision and provide a 'more robust' unit recommendation. However, these were not specific requirements of the CAD upgrade and have not been reported to Motorola as deficiencies.
- The Consolidated Dispatch Agency (CDA) reported no major functional deficiencies, where the CAD was unable to perform a needed function. However, the CDA did report several examples of features that operated differently, and in some cases less efficiently than with the previous CAD, such as Premise Hazard and multi-jurisdiction officer-initiated calls. Premise Hazard has been identified as an officer safety issue.
- All CAD stakeholders reported deficiencies in the ability to produce robust management reports from CAD data, citing the inability to easily access CAD data for reporting purposes, lack of a well documented 'data dictionary' and inadequate training.
- Due to configuration and administrative differences, features that work differently in the new CAD require customization to work correctly. Even the interpretation of some requirements has been challenging. In some instances Motorola interprets the system to perform correctly, and the Client indicates that the requirement is not satisfied.

## D. Requirements Management Assessment Criteria

Criteria	Findings
1) A Requirements Management Plan is defined, either stand alone or part of another artifact such as a Project Management Plan. [Yes/Partial/No]	✧ No. Since the project was initially considered an upgrade, no requirements management plan was developed.
2) Roles and responsibilities are clearly delineated for Requirements Mgmt between Project Executives, the PM, Client Project Team/Members, Vendor Project Team/ Members. [Yes/Partial/No]	✧ Partial. Roles and responsibilities between City, County and SO are defined, but have not been successfully performed due to split responsibilities. Roles and responsibilities of vendor were not clearly defined..
3) A standardized structure / method exists that is/was used for the development and articulation of the requirements (e.g. MoSCoW, User Stories, Use Cases, other). [Yes/Partial/No]	✧ No. The existing PCAD functionality was considered the baseline by CDA. Seldom used features were not identified in a timely manner. This was a significant issue which resulted in missed expectations.
4) A tool is being / was used to manage the requirements [Yes/Partial/No]	✧ No. There was no mechanism to track requirements or measure success / failure in meeting requirements.
5) A Requirements Traceability matrix is defined, exists and is being / was used [Yes/Partial/No]	✧ No. Requirements are not defined, and as a result there is no requirements traceability matrix.
6) It is possible to demonstrate (with documented evidence) the solution's compliance with the requirements (At the beginning of the project and, if appropriate, at the end of the project) [Yes/Partial/No]	✧ Partial. Acceptance test was provided by Motorola, but existing CAD functionality was not included. A regression test was later developed by CDA to test new versions of the software. Neither of these tools provide a complete list of requirements or compliance with requirements.

## D. Requirements Management Recommendations

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**D1.** The Client should develop a full set of high-level, outcome-objective based CAD requirements using business owner representatives. These requirements will help to identify actual critical gaps in functionality and can be used to either scope enhancement requests for Motorola or a baseline for any future system procurement.

**D2.** The Client should define observable acceptance criteria for any enhancements or future system deliverables so that clear traceability between the requirement and the delivered software can be maintained.

**D3.** The Client should prioritize requirements so that system functionality can be delivered incrementally as budget allows.

## D. Requirements Management Recommendations Summary

### Recommendation

**D1.** The Client should develop a full set of high-level, outcome-objective based CAD requirements using business owner representatives. These requirements will help to identify actual critical gaps in functionality and can be used to either scope enhancement requests for Motorola or a baseline for any future system procurement.

**D2.** The Client should define observable acceptance criteria for any enhancements or future system deliverables so that clear traceability between the requirement and the deliverable software can be maintained.

**D3.** The Client should prioritize requirements so that system functionality can be delivered incrementally as budget allows.

### Critical Success Factors

- Support of executives and stakeholders
- Commitment on time to perform detailed needs assessment
- Agreement on multi-agency baseline requirements

**Complexity: Moderate**

- Thorough review of CAD requirements for old (PCAD) and new (P1 CAD) systems as well as individual agency requirements

**Estimated Cost: Moderate**

- Will require minimum of 1 man-month, and participation from all agencies

**Value High**

- Provides baseline for existing system
- Can be used for future procurement
- Improves ability to perform regression testing

## E. Project Governance Summary Assessment

### Category Definition

*Assessment of how well the Client makes routine and non-routine decisions and the effectiveness of those decisions.*

*Assessment of how well stakeholders identify and communicate decisions, the nature of risks and issues and how decisions are documented and managed.*

Overall Risk Rating: **1.8**



### Summary Assessment: Minor Risk Profile

#### Business Benefit Risk

- Decision making is challenged by organizational structure. Dual PMs limit effectiveness. As a result, business benefit is limited. Cooperation between agencies is being tested by different management approaches. (2)

#### Budget Risk

- Potential for added costs as management of project between agencies could increase. Budget impact should be minimal. (2)

#### Operational Risk

- Minor impact to operations could result from conflicting or redundant methodologies creating delays or unclear responsibility assignments and approaches to problem resolution. (2)

#### Organizational Risk

- Changes in governance would have minimal impact on organizational operations. (2)

#### Customer/Public Risk

- Project governance should not have a direct impact on the customer/public. Project management impacts should primarily effect internal operations. (1)

## E. Project Governance

### General Observations

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- Considering the nature, size and complexity of the CAD program and the fact that there are at least four major stakeholders (City, County, Sheriff's Office, CDA), each with potentially conflicting interests and priorities, the Client has done well in establishing a governance structure that accommodates input from all stakeholders and provides for regular communications through the technical and operational sub-committees and working groups.
- Concerns about ambiguous roles and responsibilities, as well as differing approaches to support, project and vendor management are creating challenges with potential for conflict of interests between stakeholders.
- CAD issue and status reporting is inconsistent amongst stakeholders and is not based on a standardized and agreed upon set of metrics that indicate system health and stability. The understanding of the nature of open risks and issues is not consistent amongst stakeholders.

## E. Project Governance Assessment Criteria

Criteria	Findings
1) A program / project governance model is defined (stand alone or within another artifact e.g. project charter. [Yes/Partial/No]	✧ Yes. Interagency agreement signed.
2) Roles and responsibilities are clearly delineated between Project Executive, the PM, Client Project Team/ Members, Vendor Project Team/Members. [Yes/Partial/ No]	✧ Partial. Roles and responsibilities between City, County and SO are defined, but not implemented consistently. Roles and responsibilities of vendor were not clearly defined.
3) Governance bodies (e.g. Steering Committee, Project Teams) meet on a regular basis [Yes/Partial/No] AND	✧ Yes. Steering committee meets weekly. Meetings with vendor occur weekly (status and issues meetings). Also CDA Board, Mgmt, Tech, Ops and CAD groups
4) Minutes/Actions from Governance bodies are documented. [Yes/Partial/No]	✧ Yes. Meeting agendas, actions and minutes are tracked and distributed.
5) Escalation processes exist to support the defined Governance. [Yes/Partial/No]	✧ Partial. Escalation was performed several times during the project, but it is not clear if a defined process was followed.
6) A Communications Plan exists to to support the defined Governance. [Yes/Partial/No]	✧ No. Formal communications plan was not provided. There is a need for a structured plan given the amount of publicity that has occurred due to CAD performance.

## E. Project Governance Recommendations

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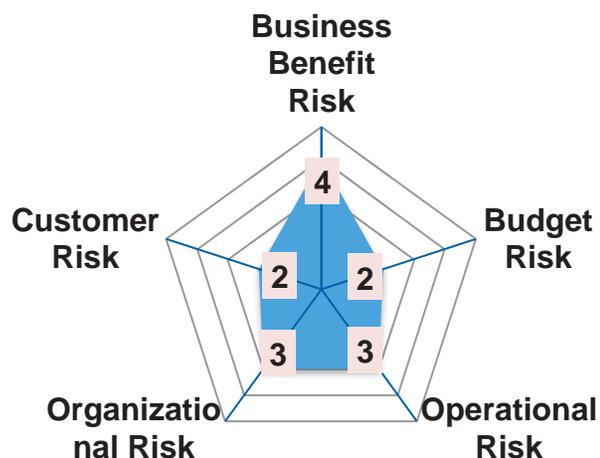
None. Issues that concern the overall governance of the CAD system have been addressed within the other category recommendations. There are no specific recommendations with regard to changes to the overall CAD governance model.

## F. User Acceptance Testing Summary Assessment

### Category Definition

*Assessment of the Client and vendors overall ability to effectively manage a comprehensive test process, including unit, functional and performance testing; assessment of the use of appropriate resources across test activities and the sharing of testing responsibility.*

Overall Risk Rating: **2.8**



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- User acceptance and system performance testing was not comprehensive or well defined and did not involve all stakeholders making it less likely that functional gaps would be identified before go-live. (4)

#### Budget Risk

- Inadequate acceptance testing may have accelerated beneficial use making it difficult to withhold payment due to issues with system performance or functionality in production. (2)

#### Operational Risk

- Increased operational risk due to no system performance testing under load and inadequate user acceptance testing. (3)

#### Organizational Risk

- Increased organizational risk if project sponsors are expecting certain functionality and it is not realized that these functions are inadequate or missing until after implementation. (3)

#### Customer/Public Risk

- Increased public/customer risk if critical functions are not properly tested and accepted as part of implementation. (2)

## F. User Acceptance Testing

### General Observations

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- User acceptance testing was based on Motorola's Acceptance Test Procedure (ATP), which was designed to validate the delivery of functionality described in Motorola's Functional System Description. The ATP was not designed to test for gaps in functionality between P-CAD and P1-CAD, leaving these gaps largely unaddressed during implementation.
- User acceptance testing did not include system performance testing under load or baseline system performance in-production (e.g. stable system performance in production for a set period of time) as there were no performance requirements defined as part of the contract or maintenance and support agreement. Load testing as part of system acceptance may have helped to identify performance issues earlier and before the system was in use in production.
- Final system acceptance (Final Completion) was based on beneficial use of the system in production\*, not on the successful completion of acceptance or performance testing, making it difficult to address gaps in performance
- Motorola's testing of release updates appears to be inadequate based on examination of the support tickets. The Client reports a higher than expected number of issues that had been fixed in a previous release and found again in subsequent release. This is usually associated with inadequate unit and integration testing prior to release of new software.

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\* CAD Contract Attachment A 5.11

## F. User Acceptance Testing Assessment Criteria

Criteria	Findings
1) A User Acceptance Testing Plan is defined, either stand alone or part of another artifact such as a Testing Strategy. [Yes/Partial/No]	✧ Partial. Motorola provided an acceptance test procedure, but the ATP was not tailored for CDA and did not include PCAD functionality. There is no complete ATP that tests all functionality to be used for acceptance. Acceptance was by “beneficial use”.
2) Roles and responsibilities are clearly delineated for UAT between the Client Project Team/Members, and Vendor Project Team/Members. [Yes/Partial/No]	✧ No. Since there was no formal ATP, CDA performed testing by using the system in a training environment, and subsequently an operational environment to test the system.
3) UAT requirements were defined (appropriately) within the Requirements AND the UAT Plan. [Yes/Partial/No]	✧ Partial. Motorola UAT included baseline requirements, but not customized for CDA and not all inclusive. There were no performance requirements.
4) Acceptance criteria / performance targets are/were defined in the UAT Plan (and/or Supporting Test Cases) [Yes/Partial/No]	✧ No. There were no performance requirements. Acceptance was defined as “beneficial use”. A continuous reliability period was never achieved based on CDA reported issues.
5) UAT results are/were documented and available [Yes/Partial/No]	✧ Partial. No formal ATP. Motorola test was performed, and issues logs were maintained to track failures.
6) UAT results satisfied or exceeded established thresholds / targets / acceptance criteria [Yes/Partial/No]	✧ Partial. Basic functionality identified in Motorola ATP was successful, but missing functionality not tested and performance and reliability not satisfied.

## F. User Acceptance Testing Recommendations

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**F1:** The Client should create a test environment where full system load testing can be performed using automated tools. Each new release should be fully load tested and tested for expected error conditions under load before being released to production.

**F2:** The Client should create a comprehensive regression test plan for all new releases and where possible automate the regression test using testing tools. The regression test should be periodically reviewed and updated to ensure that the appropriate level of testing is performed on each new release.

**F3:** The Client should share the regression tests with Motorola and request that Motorola follow the same regression tests before providing new releases to the Client for testing and should not accept any releases that have not been fully regression tested.

**F4:** The Client should continue to carefully track regression test errors to improve the quality of each version release.

## F. User Acceptance Testing Recommendation Summary

---

**F1:** The Client should create a test environment where full system load testing can be performed using automated tools. Each new release should be fully load tested and tested for expected error conditions under load before being released to production.

**F2:** The Client should create a comprehensive regression test plan for all new releases and where possible automate the regression test using testing tools. The regression test should be periodically reviewed and updated to ensure that the appropriate level of testing is performed on each new release.

**F3:** The Client should share the regression tests with Motorola and request that Motorola follow the same regression tests before providing new releases to the Client for testing and should not accept any releases that have not been fully regression tested.

**F4:** The Client should continue to carefully track regression test errors to improve the quality of each version release.

### Critical Success Factors

- Ability to create load test environment
- Ability to load test using automated tools
- Ability to regression test using automated tools

### Complexity **Med**

- Requires adoption, configuration, use of testing tools
- May require cooperation with Motorola to implement tools

### Cost: **Med**

- May require additional investment in hardware / software for test environment
- May require investment in testing tools for regression and performance testing

### Value **High**

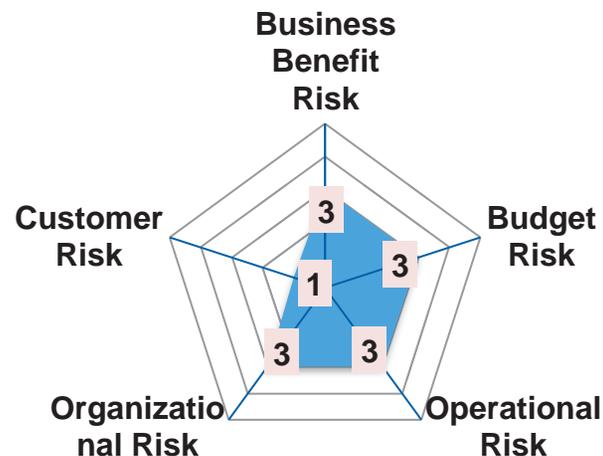
- Improve overall software quality with better testing
- Improve user confidence by introducing fewer errors

## G. Client Support Summary Assessment

### Category Definition

*Assessment of the Client's role in supporting the system; the definition of roles and responsibilities and support expectations; the Client's ability to support the system within the agreed upon service levels; and the Client's ability to effectively manage their support activities.*

Overall Risk Rating: 2.6



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- Client support roles are defined, but support provided from different agencies with different management approaches and styles. (3)

#### Budget Risk

- Risk to budget primarily associated with cost for additional staffing. (3)

#### Operational Risk

- Changes to business processes are needed in order to manage vendor appropriately. (3)

#### Organizational Risk

- Client's and system administration responsibilities are not clearly defined. Organizational change is needed to roles and responsibilities. (3)

#### Customer/Public Risk

- Little to no risk to public. Only applicable if issues impact performance. This has not been an issue from an IT implementation perspective. (1)

## G. Client Support

### General Observations

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- According to the CDA inter-local agreement, the City is responsible for managing the support of the CAD system. This includes managing Motorola's maintenance and support agreement and fulfilling the Clients obligations for system support which include workstations (CAD and mobile) and the CAD network infrastructure. In practice, the City and Sheriff's Office share support responsibility as the Sheriff's Office also provides CAD support resources to the CDA who assist with technical support and system configuration (provisioning).
- In the past, the Motorola CAD system was highly proprietary and largely supported by Motorola with little involvement by City support staff. The new system requires the City to provide a higher level of technical expertise, particularly in the areas of system and database administration and network support.
- The resources needed to adequately support the CAD system were not fully explained by Motorola as part of the transition to the new system and were not well understood by the time the City cut over to the new system. In early 2015, the City hired an additional full-time technical resource to fulfill these system monitoring and maintenance responsibilities.

## G. Client Support

### General Observations

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- The hiring of a dedicated CAD system administrator has improved the City's ability to manage the system. Issue reporting and the proactive identification of and reaction to performance issues has likely contributed to the steady increase in system reliability over the past six months.
- The City is able to use the system management tools, primarily System Center Operations Manager (SCOM), provided by Motorola to monitor the general health and stability of the CAD system and to track and troubleshoot system errors. However, Motorola has not provided adequate System Administration training or documentation to the City, leaving them less able to fully adopt a more in-depth and advanced technical support role.
- The City is limited in its ability to monitor and troubleshoot the CAD network infrastructure for which it is responsible. Several system performance issues, especially those related to TPD mobile computers, may be related to network connectivity issues. The City is unable to provide full end-to-end visibility into network performance making diagnosis more difficult. Within the past three months the City has invested in additional network monitoring and diagnostic software and since then the number and severity of mobile related issues has decreased.

## G. Client Support

### General Observations

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- Responsibility for CAD system provisioning (configuration management) is not centrally managed. Provisioning is shared amongst stakeholders with differing levels of training and proficiency. This has caused misalignment of expectations how and when system changes will be made, and made it difficult to prioritize provisioning tasks.
- Responsibility for CAD system reporting (management reports) is not centrally managed. Reporting is shared amongst stakeholders with differing levels of training and proficiency. The Client does not have a clear understanding of data element definitions and Motorola is unable to provide complete data dictionary or other definition documentation. This has caused confusion and a misaligned expectations how statistical and operational performance information is reported from CAD to the CDA and various stakeholders.
- Other Motorola PremierOne™ CAD clients report having at least one full-time CAD Project Manager, one full-time System Administrator, one part-time Database Administrator, one part-time Network Administrator, one to two full time CAD administrators and a number of 'super-users' identified to assist with field support.

## G. Client Support Assessment Criteria

Criteria	Findings
1) A Support Model for CAD is defined, which includes scope of support, processes, tools and for each defined Agency (IT Operations) and Vendor(s) responsibilities [Yes/No/Partial]	✧ Partial. Generic scope of support, processes and roles and responsibilities have been identified. Additional tools are being identified for network troubleshooting. No SLAs are defined, and reliability measurements are not agreed upon between CDA and Motorola.
2) The support model has been established and is currently operating by the Agency (IT Operations) per the agreed to scope/processes [Yes/No/Partial]	✧ Partial. General support model is in place and is being implemented, but without SLAs, and reliability metrics are not quantified.
3) The Agency has appropriate personnel, skills, capabilities and capacity to execute/manage the defined support model - processes, tasks, etc. [Yes/No/Partial]	✧ Yes. However, additional personnel were hired to satisfy the needs, and some IT personnel are not CDA employees but assigned to CDA project. Risk of competing interests and loyalty.
4) SLAs for Agency support processes are clearly defined [Yes/No/Partial]	✧ No. Metrics for response are not defined. Criteria for downtime is not established (basic definition is 15 minute increments of downtime, but server / workstation / mobile criteria not established)
5) SLAs for Agency support processes are being monitored [Yes/No/Partial]	✧ No. Since the metrics are not defined, monitoring is not being performed, except for major system failures.
6) SLAs for Agency support processes are being achieved [Yes/No/Partial]	✧ No. Continuous reliability period was never achieved. Workstation and mobile issues are not being tracked accurately.
7) A performance improvement plan/process exists that is used to identify/address and resolve problems with any support processes or SLA [Yes/No/Partial]	✧ Partial. Reporting process improved but workstation / mobile issues need to be tracked more closely. Clear failure and failure type definitions are needed.

## G. Client Support Recommendations

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**G1:** The City should provide a more 'hands-on' and in-depth level of technical system support including system administration and the ability to conduct technical diagnostics and trouble identification (support Level 2 / 3).

**G2:** The City should assign a dedicated CAD support manager who has no other duties besides the management of CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for the accurate tracking and reporting of all CAD issues.

**G3:** The CAD support manager should work with the CDA, Client stakeholders and Motorola to create and track key support performance metrics for both the City and Motorola, and report support performance against those metrics regularly to the CDA Board.

**G4:** The City should provide centralized provisioning support, including the identification and tracking of all provisioning tasks and requests through its help desk system. Centralized provisioning should be accountable for all provisioning requests, and support end-users who may have provisioning responsibility.

**G5:** The City should support centralized management reporting, including the organization of a representative group of stakeholders to cooperatively define data element definitions and the structure and use of standardized reports.

## G. Client Support Recommendations

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**G6:** The City should provide additional dedicated support resources, particularly for network infrastructure and system administration, who can aid in the identification, diagnosis and resolution of outstanding issues.

**G7:** The City should develop standardized infrastructure health 'checklists' used to identify and validate the health and condition of critical infrastructure components for which it is responsible and provide them as part of routine troubleshooting.

**G8:** The CDA Board should establish support level expectations for the City that include regular reporting of system health against established performance criteria and clear escalation and notification of priority issues.

## G. Client Support Recommendation Summary

**G1:** The City should provide a more 'hands-on' and in-depth level of technical system support including system administration and the ability to conduct technical diagnostics and trouble identification (support Level 2 / 3).

**G2:** The City should assign a dedicated CAD support manager who has no other duties besides the management of CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for the accurate tracking and reporting of all CAD issues.

**G3:** The CAD support manager should work with the CDA, Client stakeholders and Motorola to create and track key support performance metrics for both the City and Motorola, and report support performance against those metrics regularly to the CDA Board.

**G4:** The City should provide centralized provisioning support, including the identification and tracking of all provisioning tasks and requests through its help desk system. Centralized provisioning should be accountable for all provisioning requests, and support end-users who may have provisioning responsibility.

**G5:** The City should support centralized management reporting, including the facilitation of a representative group of stakeholders to uniformly define data elements and standardized reports.

**G6:** The City should provide additional dedicated support resources, particularly for network infrastructure and system administration, who can aid in the identification, diagnosis and resolution of outstanding issues.

**G7:** The City should develop standardized infrastructure health 'checklists' that can be used to identify and validate the health and condition of critical infrastructure components as part of routine troubleshooting.

**G8:** The CDA Board should establish support level expectations for the City that include regular reporting of system health against established system performance criteria and clear escalation and notification of priority issues.

### Critical Success Factors

- Stakeholder agreement on service level expectations
- Ability to attract and hire required resources

### Complexity **Low**

- Define minimum service level expectations
- Define roles and responsibilities

### Cost: **High**

- May require additional investment in personnel / contractors

### Value **High**

- Improve support level and responsiveness

## G. Client Support Support Resource Recommendations

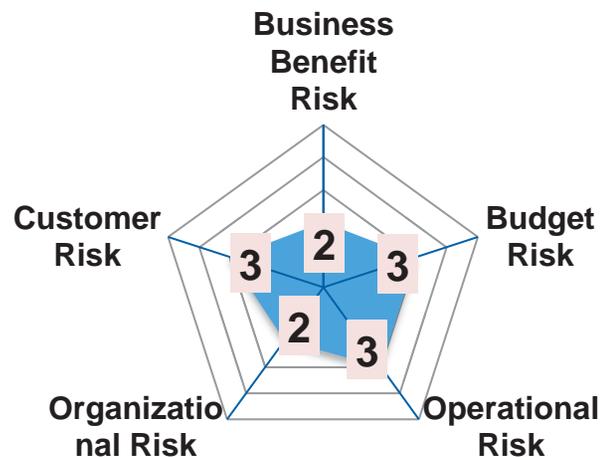
Role	Responsibility	Current	Recommended
CAD Support Manager	<ul style="list-style-type: none"> <li>Overseeing all CAD support</li> <li>Reporting against support level metrics</li> </ul>	0	1 full time (+1)
CAD Administrator	<ul style="list-style-type: none"> <li>Centrally managing provisioning</li> <li>Centrally managing reporting</li> </ul>	1 full time	2 full time (+1)
Subject Matter Expert (SME)	<ul style="list-style-type: none"> <li>Providing business rules</li> <li>End user testing</li> </ul>	As needed	As needed
System Administrator	<ul style="list-style-type: none"> <li>Hardware infrastructure configuration, support and monitoring</li> <li>System troubleshooting, technical support</li> </ul>	1 full time	1 full time (no change)
Database Administrator	<ul style="list-style-type: none"> <li>Database support and monitoring</li> </ul>	0	1 part time (+1)
Network Administrator	<ul style="list-style-type: none"> <li>Network support and monitoring</li> </ul>	0	1 part time (+1)
Graphical Information Systems (GIS) Administrator	<ul style="list-style-type: none"> <li>Map database updates and maintenance</li> </ul>	1 full time	1 full time (no change)

## H. Training Summary Assessment

### Category Definition

*Assessment of overall accountability for and execution of training; Assessment of the completeness of training provided by the vendor required in order for the client to effectively operate the system and to fulfill its support obligations.*

Overall Risk Rating: 2.6



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- End user training was satisfactory, but system administration and management reporting training was deficient. (2)

#### Budget Risk

- Additional cost of outside training if required to enhance Motorola provided training. Configuration changes may require additional training for dispatch personnel. (3)

#### Operational Risk

- Operational risk from incorrect system configuration resulting from poor system administration training. (3)

#### Organizational Risk

- Configuration changes may have a minor impact on call taking and dispatch procedures. (2)

#### Customer/Public Risk

- Issues in training and associated system configuration will be reflected in the service provided. This could have an impact on the service provided to the customer/public. (3)

## H. Training

### General Observations

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- Gartner found no significant issues related to end-user training. Users were informed and aware of how to operate the system and what to expect in terms of system functionality. Issues with system performance or concerns about how certain capabilities functioned were not found to be relating to lack of training.
- Motorola has not provided the Client with sufficient System Administration training. The System Administration training and documentation provided to-date did not cover all aspects of system administration and was not sufficient in the level of technical detail required for the client to completely fulfill its support obligations.
- Motorola has not provided the Client with sufficient training or documentation for the Reporting Data Warehouse (RDW) or the SQL Server Reporting Service (SSRS). The training provided to-date was not comprehensive and the client felt as though the trainers provided by Motorola did not have sufficient knowledge of the system to answer detailed technical questions. The Client is unable to fully utilize the reporting database and tools to produce accurate operational performance reports and statistical information.
- The Motorola provided training materials are generic and not written specifically for the CDA environment, making them less useful.

## H. Training Assessment Criteria

Criteria	Findings
1) A Training Strategy or Plan is defined. [Yes/Partial/No]	✧ Yes. Training plans provided and reviewed.
2) Roles and responsibilities are clearly delineated for Training between the Client Project Team/Members, and Vendor Project Team/Members. [Yes/Partial/No]	✧ Yes for end-user training, Partial for system admin and reporting training. Motorola provided initial training.
3) Training is planned to be / was provided to all users of CAD, per the agency's policies / requirements (e.g. 40 hours of classroom training, other OTJ training etc). [Yes/Partial/No]	✧ Yes, for end-user training, Partial for system admin and reporting training. Motorola provided initial training.
4) Training materials were tailored to reflect the agency's implementation of the system (i.e. NOT generic training material, training materials were developed in parallel to the project implementation, taking requirements and design into consideration) [Yes/Partial/No]	✧ No. Generic training materials. Customizations specific to CDA operations will be beneficial for all users, and should decrease subsequent overall training time (or make more efficient).
5) Training results were documented and satisfied or exceeded established thresholds / targets / acceptance criteria [Yes/Partial/No]	✧ Partial. Basic training provided. No issues identified, but training was generic. Evaluation sheets that were reviewed were positive.
6) Access to refresher training, online or physically, and access to FAQs is available [Yes/Partial/No]	✧ Partial. User manuals for COTS product are available both in hard copy and on line. No FAQs available.

## H. Training Recommendations

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**H1:** The Client should require Motorola to complete System Administration training and provide required documentation.

**H2:** The Client should continue to enhance the Motorola provided training materials making them more specific to and useful for the CDA, where appropriate.

## H. Training Recommendation Summary

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**H1:** The Client should require Motorola to provide sufficient training and documentation for system administration and use of the management reporting system.

**H2:** The Client should enhance the Motorola provided training materials making them more specific to and useful for the CDA, where appropriate.

### Critical Success Factors

- Motorola's ability to provide sufficient training

**Complexity** **Low**

- Reiterate training expectations

**Cost:** **Low**

- There should be no additional cost except for development of customized training materials

**Value** **Med**

- Fully trained client staff are better able to support the system.

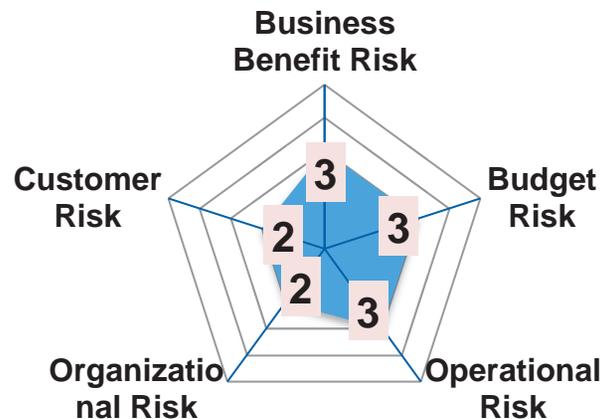
# I. Infrastructure

## Summary Assessment

### Category Definition

*Assessment of the performance and management of the system infrastructure. Vendor and Client's ability to effectively monitor and maintain a reliable infrastructure and work with the vendor to address infrastructure related issues.*

Overall Risk Rating: **2.6**



### Summary Assessment: Moderate Risk Profile

#### Business Benefit Risk

- Performance and response times are tied to adequate systems and infrastructure. Risk identified is associated with network performance and associated monitoring of network. (3)

#### Budget Risk

- Additional tools and/or staff are required to monitor network and report/correct issues in real time. (3)

#### Operational Risk

- Performance and reliability is being effected by the network performance. (3)

#### Organizational Risk

- Minor impact to overall organizational operations. Changes effect monitoring of both wired and wireless networks. (2)

#### Customer/Public Risk

- Direct effect on public is minimal, but improved monitoring of Infrastructure correlates to improved service. (2)

## I. Infrastructure

### General Observations

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- The most serious recent system outages involving mobile computer connectivity and subsequent CAD server restarts seem to be an indication of both network related issues and the CAD system's inability to effectively deal with these error conditions. When combined, the result is often a more serious systemic issue that effects more than just the initial users who were unable to access the system.
- The information provided to Gartner from both the Client and Motorola indicated that all system infrastructure components, including servers, database, network and storage, are in compliance with Motorola specifications.
- While Gartner did not perform a detailed technical assessment of the City network, the persistence of performance issues, particularly those effecting the mobile users, related to network availability, indicate more systemic problems with network stability. The City is unable to definitively rule-out the network as contributing to recent system outages. The City's inability to definitively identify and troubleshoot CAD network issues has made root cause identification more difficult and led to 'finger pointing' between Motorola and the City.
- Over the past six weeks, the City has installed and is using additional network monitoring tools on a trial basis to monitor network congestion, as well as monitor mobile data computer device coverage.

## I. Infrastructure Assessment Criteria

Criteria	Findings
1) A Support Model for Technical Infrastructure is defined, which includes scope of support, processes, tools and for each defined Agency (IT Operations) and Vendor(s) responsibilities [Yes/No/Partial]	✧ Yes. Motorola minimum criteria have been identified and met (note that future enhancements now require Virtualized servers and this is not currently in place)
2) The Infrastructure design and implementation has been established and is currently operating and/or in place per the agreed to specification. [Yes/No/Partial]	✧ Yes. Issues do not appear to be infrastructure related. Motorola has also acknowledged the infrastructure is satisfactory. New network monitoring tools are being deployed to identify network congestion.
3) The Vendor / City / County have appropriate personnel, skills, capabilities and capacity to execute/manage the defined support model - processes, tasks, etc. [Yes/No/Partial]	✧ Yes. Additional CDA resources were required and obtained. Resources are not all dedicated to CDA, which could create a conflict of interest.
4) SLAs for Vendor support processes are clearly defined [Yes/No/Partial]	✧ No. There is no contract SLA in place for uptime, response time, etc. This needs to be implemented.
5) SLAs for Vendor support processes are being monitored [Yes/No/Partial]	✧ No. SLA not defined. Need to quantify Motorola response time/up time and monitor for compliance.
6) SLAs for Vendor support processes are being achieved [Yes/No/Partial]	✧ No. Issues with vendor support personnel have been identified. Obtaining the appropriate resource has been challenging depending on the nature of the issue.
7) A performance improvement plan/process exists that is used to identify/address and resolve problems with any support processes or SLA [Yes/No/Partial]	✧ No. Issue resolution has generally not been acceptable. Escalation process is not well documented.

## I. Infrastructure Recommendations

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**I1:** The City should invest in and deploy the necessary tools required to actively monitor and troubleshoot the complete end-to-end CAD network performance and connectivity, including the LAN, WAN and RadioIP. The tools should be deployed with sufficient coverage to provide visibility of the complete health and condition of the network from CAD servers to / from any end user device.

**I2:** The City should hire an outside, independent network specialist to assess the current network design and performance across all public safety systems and aid in the identification of potential problems and in the development of a network monitoring program.

**I3:** The City should assign a single Network Support Administrator to be accountable for the maintenance and support of the CAD network.

**I4:** The City should work to create a network health checklist that can be used to definitively establish the health of the network at any given time, and in particular when issues of slowness or connectivity are reported. This should include both observable connectivity tests as well as reports from network monitoring tools before, during and after the time issues are reported.

## I. Infrastructure Recommendation Summary

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**I1:** The City should invest in and deploy the necessary tools required to actively monitor and troubleshoot the complete end-to-end network performance and connectivity, including the LAN, WAN and RadiolP. The tools should be deployed with sufficient coverage to provide visibility of the complete health and condition of the network from CAD servers to / from any end user device.

**I2:** The City should consider hiring an outside, independent network specialists to assess the current network design and performance across all public safety systems and aid in the identification of potential problems and in the development of a network monitoring program.

**I3:** The City should assign a single Network Support Administrator to be responsible for the maintenance and support of the CAD network.

**I4:** The City should work to create a network health checklist that can be used to definitively establish the health of the network at any given time, and in particular when issues of slowness or connectivity are reported. This should include both observable connectivity tests as well as reports from network monitoring tools before, during and after the time issues are reported.

### Critical Success Factors

- Ability to actively monitor and troubleshoot network

**Complexity** **Med**

- Requires acquisition, configuration and training on new tools to monitor network.

**Cost:** **Med**

- Cost of additional network monitoring tools
- Cost of outside consultants

**Value** **High**

- Lower resolution time
- Higher system performance / availability
- Reduce 'finger-pointing'

## Section 3: Alternatives Assessment

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Tallahassee CAD Risk Assessment Report  
Gartner Consulting

## Alternatives Assessment Introduction

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- Considering the findings of the risk assessment and given the parameters provided by the Client, Gartner is to recommend whether or not the Client should continue using the Motorola CAD or change to a new CAD vendor.
- In making it's recommendation, Gartner considered the following:
  - The interest of public and officer safety above all other factors
  - The Client's direction that cost and time should not limit the alternatives considered
  - The Client's direction that Gartner's recommendation must be to either keep or replace the Motorola CAD system based on the information available today.
  - Gartner's independent review and assessment of trouble tickets since go-live
  - Cost by itself should not be a limiting factor in considering alternatives
  - Review of project artifacts, documentation and contracts
  - Interviews with representatives from Motorola
  - Interviews with other agencies, as provided by Motorola, using the same system
  - Interviews with other CAD system vendors
  - The Gartner team's industry experience and expertise
  - Gartner's independent research and best practices
  - Interviews with Client executives and key project stakeholders

## Alternatives Assessment Introduction

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Gartner considered three possible alternatives

- Stay with Motorola, without changes to the maintenance and support agreement
  - Accept the system performance and functionality as it is today
  - Enter into the proposed maintenance and support agreement to ensure support continuity
  - Document and prioritize new functional needs and enhance functionality over time
- Stay with Motorola, conditional on revised maintenance and support agreement
  - Accept the system performance functionality as it is today
  - Enter into a maintenance and support agreement with defined service levels and credits
  - Document and prioritize new functional needs and enhance functionality over time
- Replace Motorola with a market solution starting immediately
  - Accept the system performance and functionality as it is today
  - Enter into the proposed maintenance and support agreement to ensure support continuity
  - Immediately begin a process to replace Motorola, starting with requirements and solicitation
  - Evaluate and select market alternatives, implement new CAD over next 18 – 24 months

## Alternatives Assessment Approach Framework

The following areas are used to differentiate each of the available alternatives. The purpose of the alternatives framework is to provide a balanced assessment of each alternatives considering those factors most important to the Client.

Functional Fit	Technical Fit
<ul style="list-style-type: none"> <li>• Ability to fully meet functional requirements</li> <li>• Ability to adapt to changing requirements</li> <li>• Requires minimal custom development</li> <li>• Requires minimal training / retraining</li> <li>• Easy to use</li> </ul>	<ul style="list-style-type: none"> <li>• Proven, stable technical environment</li> <li>• Ability to meet performance demands</li> <li>• Ability to operate reliably with minimal downtime</li> <li>• Ability for City to support technology stack</li> <li>• Ability for vendor to support software</li> <li>• Ability to adapt to new technology platforms</li> </ul>
Risk	Cost
<ul style="list-style-type: none"> <li>• No identified major risks</li> <li>• Proven implementation approach</li> <li>• Known risks can be easily managed</li> <li>• Lifecycle / obsolescence risk is low</li> </ul>	<ul style="list-style-type: none"> <li>• One-time acquisition cost</li> <li>• Ongoing support cost</li> <li>• Project implementation cost</li> <li>• Total Cost of Ownership</li> </ul>

## Alternatives Assessment

### Option 1: Stay with Motorola, without changes to the maintenance and support agreement

Accept the Motorola CAD as it is and agree to the proposed maintenance and support agreement without changes.

Functional Fit ●	Technical Fit ●
<ul style="list-style-type: none"> <li>• Meets core functional needs and has been operational since Sept 2013</li> <li>• Accepts known functional gaps such as lack of support for EMS system status management</li> <li>• Provides new functionality through change orders and/or new releases</li> </ul>	<ul style="list-style-type: none"> <li>• History of stability and performance issues</li> <li>• Recent stability and performance improvements</li> <li>• Familiar technical environment</li> <li>• Potential issues of performance under load</li> <li>• Potential issues of workstation 'lock-up'</li> <li>• Unable to conduct performance testing under load outside of production environment</li> </ul>
Risk ●	Cost ●
<ul style="list-style-type: none"> <li>• Does not address user trust and confidence in Motorola's ability / commitment to support</li> <li>• Maintenance roles and responsibilities remain ill-defined and unclear</li> <li>• No specific service level expectations creates discrepancies between actual and expected system performance standards</li> <li>• Inadequate escalations and incentives for maintaining system stability and performance</li> </ul>	<ul style="list-style-type: none"> <li>• No 'switching' cost</li> <li>• No additional system acquisition costs</li> <li>• Credits for past system performance</li> <li>• Known five year maintenance cost</li> <li>• Possible future costs for for enhancements to address functional gaps, if required</li> </ul>

## Alternatives Assessment

### Option 2: Stay with Motorola, conditional on revised maintenance and support agreement

Accept the Motorola CAD as it is only if able to execute a maintenance and support agreement that includes specific system performance and service level requirements and associated financial incentives.

Functional Fit ●	Technical Fit ●
<ul style="list-style-type: none"> <li>• Meets core functional needs and has been operational since Sept 2013</li> <li>• Accept known functional gaps such as lack of support for EMS system status management</li> <li>• Adding new functionality requires change orders and/or new releases</li> </ul>	<ul style="list-style-type: none"> <li>• History of stability and performance issues</li> <li>• Recent stability and performance improvements</li> <li>• Familiar technical environment</li> <li>• Potential issues of performance under load</li> <li>• Potential issues of workstation 'lock-up'</li> <li>• Able to conduct performance testing under load outside of production environment</li> </ul>
Risk ●	Cost ●
<ul style="list-style-type: none"> <li>• Addresses most significant risks</li> <li>• Builds user trust and confidence in Motorola's ability / commitment to support</li> <li>• Defines maintenance roles and responsibilities</li> <li>• Provides specific service level expectations creates discrepancies between actual and expected system performance standards</li> <li>• Contains escalations and incentives for maintaining system stability and performance</li> </ul>	<ul style="list-style-type: none"> <li>• No 'switching' cost</li> <li>• No additional system acquisition costs</li> <li>• Credits for past system performance</li> <li>• Known five year maintenance cost</li> <li>• Possible future costs for for enhancements to address functional gaps, if required</li> </ul>

## Alternatives Assessment

### Option 3: Replace Motorola with a market solution immediately

Accept the Motorola CAD as it is and execute the proposed maintenance and support agreement. At the same time, begin a competitive market procurement process to replace the CAD in 18 – 24 months

Functional Fit ●	Technical Fit ●
<ul style="list-style-type: none"> <li>• Opportunity to address functional gaps</li> <li>• Opportunity to compare / contrast vendors</li> <li>• Opportunity for prioritization of needs</li> <li>• Opportunity to meet CDA operational needs</li> <li>• Requires functional trade-offs and compromise between stakeholders depending on selected vendor</li> </ul>	<ul style="list-style-type: none"> <li>• Opportunity to address technical, performance and stability issues</li> <li>• Some degree of technical uncertainty will remain until vendor is selected, then will have to be managed</li> <li>• Requires Client to provide strong technical leadership</li> </ul>
Risk ●	Cost ●
<ul style="list-style-type: none"> <li>• Complex, multi-stakeholder procurement</li> <li>• Complex, technical system implementation</li> <li>• Risks will vary significantly depending on selected vendor</li> <li>• Motorola service level and performance risks continue for the duration of the procurement</li> </ul>	<ul style="list-style-type: none"> <li>• Significant 'switching' cost \$2.0M - \$2.5M</li> <li>• No additional system acquisition costs</li> <li>• Credits for past system performance</li> <li>• Known five year maintenance cost</li> <li>• Possible future costs for for enhancements to address functional gaps, if required</li> </ul>

## Alternatives Assessment Summary

Alternative	Relative Prioritization Factors			
	Functional Fit	Technical Fit	Risk	Cost
Stay with Motorola, as-is with no conditions				
Stay with Motorola, conditional on validation of performance and stability				
Replace Motorola with a market solution				

**Gartner recommends that the Client *Stay with Motorola, conditional on a revised maintenance and support agreement.***

## Appendix A: Interviews

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Tallahassee CAD Risk Assessment Report  
Gartner Consulting

## Appendix A: Interviews (1 of 4)

Name	Title & Organization	Telephone	Email	Date	Session
Lane, Harold Sr.	IT Administrator - City	850 544 4856	<a href="mailto:harold.lane@talgov.com">harold.lane@talgov.com</a>	5/28/2015	Tallahassee IT
Richardson, Janna	IT Manager, Sheriff's Office	850 606 3206	<a href="mailto:RichardsonJ@leoncountyfl.gov">RichardsonJ@leoncountyfl.gov</a>	5/28/2015	Tallahassee IT

Name	Title & Organization	Telephone	Email	Date	Session
Ron Wostel	City of Tallahassee Radio Shop		<a href="mailto:Ronald.Wostel@talgov.com">Ronald.Wostel@talgov.com</a>	5/28/2015	Radio/Fire Station Alerting
Chris Pandolf	City of Tallahassee Radio Shop			5/28/2015	Radio/Fire Station Alerting

Name	Title & Organization	Telephone	Email	Date	Session
Sabrina Holloman	Chief Information Systems Officer	850-891-8402	<a href="mailto:Sabrina.Holloman@talgov.com">Sabrina.Holloman@talgov.com</a>	5/28/2015	PSC Tech Sub Committee
Pat Curtis			<a href="mailto:CurtisP@leoncountyfl.gov">CurtisP@leoncountyfl.gov</a>	5/28/2015	PSC Tech Sub Committee
Various				5/28/2015	PSC Tech Sub Committee

Name	Title & Organization	Telephone	Email	Date	Session
Mike Wood	Sheriff			5/28/2015	Leon County Sheriff's Office
Rob Swearingen	Under-Sheriff			5/28/2015	Leon County Sheriff's Office
Bobby Long	Attorney / legal council for SO			5/28/2015	Leon County Sheriff's Office
Gene Griffin	Chief Administration Officer			5/28/2015	Leon County Sheriff's Office

## Appendix A: Interviews (2 of 4)

Name	Title & Organization	Telephone	Email	Date	Session
Berenger, Luis	CDA	800 606 5852	<a href="mailto:luis.berenger@tlccda.org">luis.berenger@tlccda.org</a>	5/28/2015	Tallahassee
Davidson, Brett	Captain, LCEMS	850 606 2117	<a href="mailto:davidsonb@leoncountyfl.gov">davidsonb@leoncountyfl.gov</a>	5/28/2015	Tallahassee
Henderson, Brian J.	CAD Systems Administrator	850 363 3168	<a href="mailto:Brian.Henderson@talgov.com">Brian.Henderson@talgov.com</a>	5/28/2015	Tallahassee
Lane, Harold Sr.	IT Administrator - City	850 544 4856	<a href="mailto:harold.lane@talgov.com">harold.lane@talgov.com</a>	5/28/2015	Tallahassee
Pandolfi, Chris	ISS 800 MHZ	850 544 3756	<a href="mailto:chris.pandolfi@talgov.com">chris.pandolfi@talgov.com</a>	5/28/2015	Tallahassee
Pence, Patrick	GIS Coordinator - Public Safety	850 891 4941	<a href="mailto:patrick.pence@talgov.com">patrick.pence@talgov.com</a>	5/28/2015	Tallahassee
Richardson, Janna	IT Manager, Sheriff's Office	850 606 3206	<a href="mailto:RichardsonJ@leoncountyfl.gov">RichardsonJ@leoncountyfl.gov</a>	5/28/2015	Tallahassee
Smith, Fredrick	ISS Public Safety	850 891 4743	<a href="mailto:fredrick.smith@talgov.com">fredrick.smith@talgov.com</a>	5/28/2015	Tallahassee
Wostel, Ron	ISS 800 MHZ	850 544 4868	<a href="mailto:ron.wostel@talgov.com">ron.wostel@talgov.com</a>	5/28/2015	Tallahassee

Name	Title & Organization	Telephone	Email	Date	Session
Abrams, Chad	Deputy Chief, LCEMS	850 606 2100	<a href="mailto:abramsc@leoncountyfl.gov">abramsc@leoncountyfl.gov</a>	5/28/2015	Tallahassee EMS
Chan, Norberto	IT Network Analyst, EMS	850 728 7399	<a href="mailto:chann@leoncountyfl.gov">chann@leoncountyfl.gov</a>	5/28/2015	Tallahassee EMS
Davidson, Brett	Captain, Communications Supervisor	850 606 2117	<a href="mailto:davidsonb@leoncountyfl.gov">davidsonb@leoncountyfl.gov</a>	5/28/2015	Tallahassee EMS
James, Jake	IT Coordinator, EMS	850 606 5544	<a href="mailto:jamesj@leoncountyfl.gov">jamesj@leoncountyfl.gov</a>	5/28/2015	Tallahassee EMS
Kemp, Mac	Deputy Chief, Ops. LCEMS	850 606 2100	<a href="mailto:kempm@leoncountyfl.gov">kempm@leoncountyfl.gov</a>	5/28/2015	Tallahassee EMS
Quillin, Tom	Chief, LCEMS	850 606 2100	<a href="mailto:quillint@leoncountyfl.gov">quillint@leoncountyfl.gov</a>	5/28/2015	Tallahassee EMS

## Appendix A: Interviews (3 of 4)

Name	Title & Organization	Telephone	Email	Date	Session
Aleman, Jenny	BSA, City of Tallahassee	850 544 1814	<a href="mailto:jenny.aleman@talgov.com">jenny.aleman@talgov.com</a>	5/29/2015	Tallahassee Fire
Davison, Judi	Liaison, Tallahassee Fire	850 766 7137	<a href="mailto:judi.davison@talgov.com">judi.davison@talgov.com</a>	5/29/2015	Tallahassee Fire
Gaines, Jerome	Fire Chief, Tallahassee Fire	850 891 6600	<a href="mailto:jerome.gaines@talgov.com">jerome.gaines@talgov.com</a>	5/29/2015	Tallahassee Fire
Gatlin, John	Deputy Chief, Tallahassee Fire	850 891 6600	<a href="mailto:john.gatlin@talgov.com">john.gatlin@talgov.com</a>	5/29/2015	Tallahassee Fire
Lane, Harold Sr.	IT Administrator - City	850 544 4856	<a href="mailto:harold.lane@talgov.com">harold.lane@talgov.com</a>	5/29/2015	Tallahassee Fire
Roberts, Lori	Division Chief, Tallahassee Fire	850 891 6600	<a href="mailto:lori.roberts@talgov.com">lori.roberts@talgov.com</a>	5/29/2015	Tallahassee Fire
Sanders, Gene	Division Chief, Tallahassee Fire	850 891 6600	<a href="mailto:gene.sanders@talgov.com">gene.sanders@talgov.com</a>	5/29/2015	Tallahassee Fire
Smith, Fredrick	ISS Public Safety PM	850 891 4743	<a href="mailto:fredrick.smith@talgov.com">fredrick.smith@talgov.com</a>	5/29/2015	Tallahassee Fire
Washington, Kermit	Division Chief, Tallahassee Fire	850 891 6600	<a href="mailto:kermit@washington@talgov.com">kermit@washington@talgov.com</a>	5/29/2015	Tallahassee Fire

Name	Title & Organization	Telephone	Email	Date	Session
Aleman, Jenny	BSA, City of Tallahassee	850 544 1814	<a href="mailto:jenny.aleman@talgov.com">jenny.aleman@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Alford, David	Patrol, Tallahassee Police Dept.	850 891 4200	<a href="mailto:david.alfrod@talgov.com">david.alfrod@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Barrett, Gerry	Patrol, Tallahassee Police Dept.	850 891 4200	<a href="mailto:gerry.barrett@talgov.com">gerry.barrett@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Britt	Gang Unit, Tallahassee Police Dept.	N/A	N/A	5/29/2015	Tallahassee Police Dept.
Combs, Michael	Patrol, Tallahassee Police Dept.	850 891 4200	<a href="mailto:michael.combs@talgov.com">michael.combs@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Creamera, George	Patrol, Tallahassee Police Dept.	850 891 4200	<a href="mailto:george.creamera@talgov.com">george.creamera@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Harrison, Sandra	Patrol, Tallahassee Police Dept.	850 528 3997	<a href="mailto:sandra.harrison@talgov.com">sandra.harrison@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Holloman, Sabrina	N/A	N/A	N/A	5/29/2015	Tallahassee Police Dept.
Lane, Harold Sr.	IT Administrator - City	850 544 4856	<a href="mailto:harold.lane@talgov.com">harold.lane@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Lawyer, Reginald	Liaison, Tallahassee Police Dept.	850 264 7673	<a href="mailto:reginald.lawyer@talgov.com">reginald.lawyer@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Murray, Reginald	Patrol, Tallahassee Police Dept.	850 891 4200	<a href="mailto:reginald.murray@talgov.com">reginald.murray@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Smith, Fredrick	ISS Public Safety PM	850 891 4743	<a href="mailto:fredrick.smith@talgov.com">fredrick.smith@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Van Stein, Michael	Patrol, Tallahassee Police Dept.	850 544 2814	<a href="mailto:michael.vonstein@talgov.com">michael.vonstein@talgov.com</a>	5/29/2015	Tallahassee Police Dept.
Winfrey, Wes	VCRT, Tallahassee Police Dept.	850 891 4200	<a href="mailto:wes.winfrey@talgov.com">wes.winfrey@talgov.com</a>	5/29/2015	Tallahassee Police Dept.

## Appendix A: Interviews (4 of 4)

Name	Title & Organization	Telephone	Email	Date	Session
Tim Lee	CDA Director			5/29/2015	CDA
Casey	Asst. Director			5/29/2015	CDA
Lane, Harold Sr.	IT Administrator - City	850 544 4856	<a href="mailto:harold.lane@talgov.com">harold.lane@talgov.com</a>	5/29/2015	CDA
Richardson, Janna	IT Manager, Sheriff's Office	850 606 3206	<a href="mailto:RichardsonJ@leoncountyfl.gov">RichardsonJ@leoncountyfl.gov</a>	5/29/2015	CDA
Sabrina Holloman	Chief Information Systems Officer	850-891-8402	<a href="mailto:Sabrina.Holloman@talgov.com">Sabrina.Holloman@talgov.com</a>	5/29/2015	CDA

Name	Title & Organization	Telephone	Email	Date	Session
Anita Thompson	City of Tallahassee Executive			5/29/2015	City Manager

Name	Title & Organization	Telephone	Email	Date	Session
Danielle	Police/Fire dispatcher			5/29/2015	CDA Communications
Michael Porter	Call taker/dispatcher for PD/FD			5/29/2015	CDA Communications
Tom Cone	EMS Dispatcher			5/29/2015	CDA Communications
Michelle	EMS Dispatcher			5/29/2015	CDA Communications

Name	Title & Organization	Telephone	Email	Date	Session
Michael DeLeo	Chief of Police			6/19/2015	Tallahassee Police Dept.
	Deputy Chief			6/19/2015	Tallahassee Police Dept.
Sabrina Holloman	Chief Information Systems Officer	850-891-8402	<a href="mailto:Sabrina.Holloman@talgov.com">Sabrina.Holloman@talgov.com</a>	6/19/2015	Tallahassee Police Dept.
Lane, Harold Sr.	IT Administrator - City	850 544 4856	<a href="mailto:harold.lane@talgov.com">harold.lane@talgov.com</a>	6/19/2015	Tallahassee Police Dept.

## Appendix B: Documentation Review Summary

- Gartner reviewed and analyzed a total of 85 files as part of this assessment. These documents covered 16 topics and included 5 file formats, summarized below:

Files by Topic	Total
Audit Reports	1
Change Orders	8
Changer Orders	1
Communications to Motorola	3
Contracts	1
Cutover Plan	1
Interfaces	17
Internal Messages	1
Milestones	1
Outages	8
Production Changes	1
Schedules	1
System Documentation	2
System Logs	16
Test Plans	2
Trainings	21
<b>Grand Total</b>	<b>85</b>

Files by Format	Total
DOC	21
Event Log File	16
Excel	7
Outlook	2
PDF	39
<b>Grand Total</b>	<b>85</b>

## Appendix B: Documentation Reviewed (1/1)

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### ■ Gartner reviewed the following 85 files are part of this assessment:

- 11273581466\_5F3F5D7931BA4DE3BB27649514C65E2A.eml
- 11446444584\_4C250BB89EA442CAB556441CF30145D2.eml
- 12-27-10 FINAL CONTRACT -Talla-Leon CAD Mobile Radio - with Signatures.pdf
- Application-APP1.evtx
- Application-APP2.evtx
- Application-APP3.evtx
- Application-DB01.evtx
- Application-DB02.evtx
- Application-RDW.evtx
- Boss Tickets.pdf
- CAD\_TTT\_Eval\_1.pdf
- CDA\_Audit\_Report.pdf
- CDA\_P1CAD\_Bradshaw\_MARVLIS\_IRD\_Signature\_063013.pdf
- CDA\_P1CAD\_Bradshaw\_MARVLIS\_IRD\_v2.doc
- CDA\_P1CAD\_Crimeview\_IRD\_Signed.doc
- CDA\_P1CAD\_E911\_IRD.doc
- CDA\_P1CAD\_JIS\_Query\_IRD.doc
- CDA\_P1CAD\_Legacy\_ProQA\_IRD\_v2.doc
- CDA\_P1CAD\_MOSCAD\_IRD.doc
- CDA\_P1CAD\_Paging\_TnR\_IRD.doc
- CDA\_P1CAD\_Query\_IRD\_Signature\_062713.pdf
- CDA\_P1CAD\_Sansio\_Health\_EMS\_IRD.doc
- COO3-PSC-P1CAD\_Paramount\_ProQA\_Signed\_5-13-2013 2-Final.pdf
- CountyRequested\_Liquidateddamages provision to\_CO1.pdf
- E911\_IRD\_Fully\_Signed.pdf
- EMS Mobile Issue 5-11-15.docx
- Evaluation folder.docx
- IDD Training.pfd
- Interview Schedule.xls
- JIS\_IRD\_Signature\_Page\_V2.pdf
- Letter to TimBoyle\_Motorola\_June24\_2014.doc
- Mobile\_Provisioning\_Trn.pdf
- Mobile\_Train\_the\_Trainer\_TFD\_LCEMS.pdf
- MOSCAD\_IRD\_Signature\_Page\_V2.pdf
- Motorola\_Approved\_CityCountyLCSO\_Language\_CO1.docx
- MotorolaCSI-APP1.evtx
- MotorolaCSI-APP2.evtx
- MotorolaCSI-APP3.evtx
- New\_TestingServers.pdf
- Original\_Language\_CO01-PSC-P1\_CAD MAINT\_012615.pdf
- Outage and City Mobile Issue 5-17-15.docx
- P1 CAD Server Issue Log.xls
- P1 CAD System Admin Training Outline.pdf

## Appendix B: Documentation Reviewed (1/2)

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### ■ Gartner reviewed the following 85 files are part of this assessment:

- P1 Provisioning Training Course Description.doc
- P1CAD\_Issues\_Log\_5\_29\_2015-Internal.xls
- P1CAD\_PROD\_Changes.xlsx
- P1ImportTools\_Agenda.doc
- P1Mob Provisioning.doc
- Paging\_T\_n\_R\_IRD.pdf
- Pre\_Provisioning\_Attendance.pdf
- Premier One R3 1 CAD ATP.pdf
- PremierOne CAD SSRS Training Outline.pdf
- PremierOne\_3.1.7\_CAD\_Mobile\_Provisioning.pdf
- PremierOne\_3.1.7\_CAD\_Mobile\_Reporting\_Guide.pdf
- PremierOne\_3.1.7\_CAD\_Mobile\_SysAdmin\_Guide.pdf
- PremierOne\_3.1.7\_CAD\_User\_Guide.pdf
- PremierOne\_3.1.7\_GIS\_Setup\_For\_CAD\_and\_Mobile\_User\_Guide.pdf
- PremierOne\_3.3\_CAD\_Mobile\_Provisioning\_Guide.pdf
- Provisioning\_Trn\_Follow\_Up.pdf
- PSA Customer Cases.xlsx
- Sansio\_SignaturePage.pdf
- Server Issue\_4\_23\_2015
- Signed Milestones.pdf
- Signed\_Re\_RackP1Servers.pdf
- Signed\_Zoll\_IRD\_COT\_MOT.pdf
- SSRS Course Description.pdf
- Suite Separation\_PSC\_P1CAD\_051613\_SIGNED (2).pdf
- Sys Info.xlsx
- System-APP1.evtx
- System-APP2.evtx
- System-APP3.evtx
- System-DB01.evtx
- System-DB02.evtx
- System-DB03.evtx
- Tallahassee Change Order 004\_SIGNED\_5-8-2013-Final.pdf
- Tallahassee Team ATP.xlsx
- Tallahassee\_SSRS\_Training\_Attendance.pdf
- TallahasseeSysAdminAttendance.pdf
- TLH CDA - Cutover Plan - 2561 p1 CAD-Mobile 090513 v4.docx
- TLH\_Leon\_Co\_Mobile\_Prov.pdf
- TLH\_State\_Queries\_062713.doc
- TPD Issues.pdf
- TPD Mobile Issue 5-3-15.docx
- TPD Mobile Issue 5-6-15.docx
- TPD Mobile Issue.docx

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## Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and Leon County, Florida, a political subdivision of the state, Mike Wood, as Sheriff of Leon County, Florida, a constitutional officer, and the City of Tallahassee, a Florida municipal corporation (hereinafter collectively "Customer"), having a place of business located in Tallahassee, Florida, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

### Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Covered Products, Support Options and Pricing"
Exhibit B	"Customer Support Plan"
Exhibit C	"Labor Rates"
Exhibit D	"System and Database Administration Duty Guidelines"
Exhibit E	"Lifecycle Software Upgrade Professional Services Statement of Work"
Exhibit F	"Lifecycle Hardware Refresh & Upgrade Professional Services Statement of Work"

### Section 2 DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Supplemental Releases," "Standard Releases," or "Product Releases." The content and timing of Releases will be at Motorola's sole discretion.

An "On Demand Release" is a limited usage release defined as a release of Motorola Software that primarily will address a high priority issue and will be issued on an "as needed" basis; an On Demand Release will be superseded by the next issued On Demand Release or Cumulative Update.

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.a," Cumulative Updates by the fourth digit: "1.2.0.4.a," Supplemental Releases are identified by the third digit: "1.2.0.4.a," Standard Releases by the second digit: "1.2.0.4.a," and Product Releases by the first digit: "1.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"PremierOne CAD System" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to a System Agreement between Customer and Motorola.

"Technical Support Services" means the remote telephonic support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up,

client-server advice), and minor assistance or advice on installation of Releases provided under the Agreement. Page 2 of 14

"Update" means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

"Upgrade" means a Product Release.

### **Section 3 SCOPE AND TERM OF SERVICES**

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in this Maintenance and Support Agreement and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is five (5) years, beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit A.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the 24x7x365 principle period of maintenance in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Covered Products, Support Options and Pricing Exhibit A. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Motorola will provide to Customer without additional license fees an available Product Release Update, Supplemental, or Standard Release for Motorola's PremierOne Applications after receipt of a request from the Customer. In accordance with the Lifecycle Services selected within this Agreement and described in Exhibit E Lifecycle Software Upgrades Professional Services, Motorola will provide installation, listed third party software, and training services associated with an available Standard Release. In accordance with the Hardware Refresh services selected within this Agreement, Motorola will provide up to one available Hardware Equipment replacement. On Demand and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Motorola does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Motorola's then current Labor Rates for Professional Services.

3.6.5. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.7. The Maintenance and Support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, including, but not limited to, the Customer's network, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, peripherals and any application software or equipment not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized equipment, components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System and Database Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems, performing System backup and ensure System and Database Administration duties are performed timely and accurately. Additional System and Database Administration guidelines are located in Exhibit D System and Database Administration Duty Guidelines of this Agreement. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training. The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity

Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10 Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that fees have not been properly stated, Motorola may correct the fee calculation and immediately invoice Customer for the difference (as well as any unpaid but owing license fees) or reimburse the Customer the difference.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit A. The term prices shown in the Covered Products, Support Options and Pricing Exhibit A will be invoiced quarterly (October 1, January 1, April 1, July 1), in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date each invoice is received by Customer. In the event of a renewal at the end of the Agreement's term, Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. In the event of a renewal at the end of the Agreement's term, third-party products will increase annually based on a current vendor supplied maintenance and support quote.

5.2 Service Credits will be assessed based on the Service Level Agreement (SLA) Performance Target Recommendations section in Exhibit B Customer Support Plan within this Agreement. To achieve efficiency in management of earned service credits, Motorola will evaluate Service Credit requests annually to calculate and apply financial results. All service credit claims must be submitted within forty-five (45) days of the end of the annual term date. Annual service credit(s), if any, will be amended as a credit to the following annual maintenance and support term fees, except for the final annual term, in which case the amount of the annual service credit, if any, shall be paid to Customer within forty-five (45) days of the end of that annual term. To apply for SLA credits, the Customer will submit a formal report to

Motorola describing the missed SLA. The report must include the missed service level details and the criteria described in the SLA terms of this Agreement. Motorola will review the request and provide feedback and response relative to the fault assertion within 30 days. Service Performance results will be reviewed by Motorola management on a monthly basis.

If Motorola misses a Service Level Agreement Performance Target Recommendation, the Customer is entitled to a Service Credit occurrences as follows:

- 5.2.1 First Occurrence – 10% reduction of monthly service charge
- 5.2.2 Second Occurrence – 15% reduction of monthly service charge
- 5.2.3 Third Occurrence and each Occurrence thereafter – 25% reduction on monthly service charge

Monthly Service Charge is defined as the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support. (e.g. A PremierOne CAD outage exceeding service level agreement credit is based on the percentage of the monthly Total Support fee).

Missed SLA occurrences will be cumulative within a single month, based on the number of total occurrences across SLA's, not only within a single SLA. A single event will qualify as one Occurrence only and will not be eligible for duplicate credits. Multiple occurrences of the same type of event will not be counted when the root cause has been determined and a fix has been offered. SLA's and service credits do not apply to events related to Customer's areas of responsibility, such as but not limited to, the network or workstation hardware. Motorola resources used in researching errors caused by the Customer's areas of responsibility will result in a reverse service credit equal to the service credit values outlined above, but in no event shall the total annual amount of reverse service credits exceed the total annual amount of service credits due to the Customer during any term of this Agreement. Motorola will submit a formal report for reverse service credit including the case notes, and if appropriate, support detail and root cause information. The Customer will respond to the fault assertion within thirty (30) days. If a dispute arises related to the root cause results and responsibility, the resolution process indicated in section 8.7 of this Agreement will govern.

5.3 Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.4 If Customer requests in writing, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.5 Prices are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

## **Section 6. LIMITATION OF LIABILITY**

**Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service, under the then current term, as provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT. No action for contract breach or****

otherwise relating to the transactions contemplated by this Agreement may be brought Page 8 of 51  
one (1) year after the accrual of the cause of action, except for money due upon an open account.  
This limitation of liability will survive the expiration or termination of this Agreement and applies  
notwithstanding any contrary provision.

## Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan and will continue diligently until implementation is complete.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential. As an alternative to the return of such Confidential Information, Customer may seal and deliver same to an appropriate officer, official, or employee for retention and destruction in accordance with Florida law.

7.5 Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will solely result in an early termination fee equal to the annual discount applied to the invoices for the multi-year term issued by Motorola to and including the date of such termination and which will be due and payable by Customer within thirty (30) days of the date of such termination. Annual discounts, if any, for the multi-year term shall be calculated utilizing Exhibit A, Covered Products, Support Options and Pricing as set forth in the 5 Year Support Fees Summary table at lines: Multi-Year Discount; HP HW Multi-Year Discount; and HP Add-On HW Multi-Year Discount.

## Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: Leon County, Florida  
Attn: Director of the Office of Information Technology  
301 South Monroe Street, P3 Level  
Tallahassee, FL 32301

Customer: Leon County, Sheriff  
Attn: IT Manager  
2825 Municipal Way  
Tallahassee, FL 32304

Customer: City of Tallahassee  
Attn: Chief Information Systems Officer  
300 S. Adams Street (Box A-7)  
Tallahassee, FL 32301

Motorola Solutions, Inc.  
Attn: Law Dept.  
1303 E. Algonquin Road, IL01, 10<sup>th</sup> Floor  
Schaumburg, IL 60196

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the Exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

## 8.7 DISPUTES

8.7.1 Settlement Preferred. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution. The dispute resolution process shall be completed by the Parties within sixty (60) days, unless otherwise agreed to in writing, by the Parties.

8.7.2 Litigation. A Party may submit to a court of competent jurisdiction in the state of Florida any claim relating to intellectual property of a breach of confidentiality provisions and any dispute that

cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of dispute resolution procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of the either Party. Either Party may resort to the judicial proceedings described in this section upon the expiration of a sixty (60) day dispute resolution period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or before expiration of the sixty (60) day dispute resolution period should interim relief from the court be necessary to prevent serious and irreparable injury to the Party.

**Section 9. CERTIFICATION DISCLAIMER**

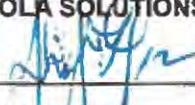
Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

**MOTOROLA SOLUTIONS, INC.**

By: 

Name: John J. Thompson

Title: MSSSI Vice President

Date: 9/3/15

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_

Name: Vincent S. Long

Title: County Administrator

Date: \_\_\_\_\_

ATTEST:  
Bob Inzer  
Clerk & Comptroller  
Leon County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**MIKE WOOD, AS SHERIFF,  
LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Mike Wood, Sheriff

Approved as to form:

By: \_\_\_\_\_  
Major Robert E. Long, Jr.  
General Counsel

Date executed by SHERIFF: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer-Clerk

**CITY OF TALLAHASSEE**

By: \_\_\_\_\_  
Anita Favors Thompson  
City Manager

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**Exhibit A**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT 770 TERM: 11/01/14-10/31/19**

<b>CUSTOMER AGENCY</b>	<b>Leon County, FL</b>	<b>CUSTOMER AGENCY</b>	<b>Leon County Sheriff</b>
Address	301 South Monroe St., P3 Level	Address	2825 Municipal Way
City, State, Zip	Tallahassee, FL 32301	City, State, Zip	Tallahassee, FL 32304
Contact Name	Pat Curtis, Director	Contact Name	Janna Richardson
Contact Title	Office of Information Technology	Contact Title	IT Manager
Telephone Number	850-606-5514	Telephone Number	850-606-3206
Email Address	CurtisP@leoncountyfl.gov	Email Address	RichardsonJ@leoncountyfl.gov
<b>CUSTOMER AGENCY</b>	<b>City of Tallahassee</b>	<b>BILLING AGENCY</b>	<b>City of Tallahassee</b>
Address	300 S. Adams St. (Box A-7)	Address	300 S. Adams St.
City, State, Zip	Tallahassee, FL 32301	City, State, Zip	Tallahassee, FL 32301
Contact Name	Sabrina Holloman	Contact Name	Accounts Payable
Contact Title	Chief Information Systems Officer	Contact Title	
Telephone Number	850-891-8402	Telephone Number	
Email Address	Sabrina.Holloman@talgov.com	Email Address	

***For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product***

**Site Identification Numbers**

<b>Product Group</b>	<b>Site Identification Number</b>	<b>Phone Prompt</b>
PremierOne CAD™	PSA223900_(CAD)	1
PremierOne Mobile™	PSA223900_(PMDC)	3

**Standard Services Include:**

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| Customer Support Plan             | Virtual Private Network VPN Tool  |
| Case Management 24X7              | Defective Media Retention         |
| Technical Support 9x5             | System Self Monitoring Tools (P1) |
| Third-party Vendor Coordination   | Microsoft SQL Software Assurance  |
| On-site Support (when applicable) | Access to Users Group Site        |
| Software Releases                 |                                   |

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MOTOROLA SUPPORTED PRODUCTS**

Product	Description	Technical Service Level	Qty	Full 5 Year Term Fees
<b>PremierOne Common Query, Reporting &amp; GIS Editing Applications</b>				
P1Common Query, Rpt & GIS	P1 Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$44,384.00
	P1 Query Service Server License add Basic Entry/Edit State Interface		1	
	P1 Reporting Service Server License		1	
	P1 GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	
<b>PremierOne CAD™ Applications</b>				
P1CAD	P1 CAD Server License	24x7	1	\$1,712,205.00
	Additional P1 CAD Server License - for added capacity		1	
	P1 CAD Dispatch (CAD Client and Mapping)		105	
	P1 CAD ViewOnly Client License (Per Concurrent User)		7	
	P1 CAD AVL Module License		1	
<b>PremierOne Mobile™ Applications</b>				
P1Mobile	P1 Mobile Server License	24x7	1	\$593,427.00
	P1 Mobile Client License		577	
	P1 Mobile Mapping Server License - HA Config w/1 Primary & 1 Backup Server		1	
	P1 Mobile Mapping Client License		107	
<b>PremierOne CAD™ Interfaces</b>				
Interfaces	Cassidian 911 Interface	24x7	1	\$129,919.00
	NetClock/PresenTense Interface		1	
	Zetron Model 25 Interface		1	
	MOSCAD Interface		1	
	Paramount EMS Interface		1	
	Paramount Fire Interface		1	
	Paramount Law		1	
	CSI Record Feeds		1	
	FireRMS IF (Zoll)		1	
	Firehouse IF (Xerox)		1	
	Marvis		1	
	Sansio		1	

*\*Note: Zoll FireRMS IF includes components of the Zoll support*

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MOTOROLA SUPPORTED PRODUCTS**

Product	Description	Technical Service Level	Qty	Full 5 Year Term Fees
<b>PremierOne Embedded 3rd Party Software</b>				
ESRI	ESRI ArcGIS Server Standard w/ Network Analyst Extension (Per Active Server)	24x7	4	Included
	ESRI ArcGIS Engine Runtime		105	
	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT		201	
	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT		376	
CommSys	CommSys Basic Inquiry and Data Mining Modules - for Basic State Interface	24x7	1	Included
	CommSys Basic Entry/Edit for State Interface		1	
	Embedded Deployment Support for CommSys		1	
Microsoft	Microsoft® SQL Server Standard Edition RUNTIME 2008 R2 All Lng Embedded Microsoft Volume License 1 License 1 Proc	24x7	3	Included
	Microsoft® SQL Server Enterprise Edition RUNTIME 2008 R2 All Lng Embedded Microsoft Volume License 1 License 1 Proc		5	
	Microsoft® Sys Ctr Ops Mgr Svr 2007 R2 All Lng Embedded Microsoft Volume License		2	
	Microsoft® Sys Ctr Ops Mgr Svr Mgmt Lic Ent 2007 R2 All Lng Embedded Microsoft Volume License		4	
<b>MOTOROLA SOLUTION SOFTWARE TOTAL</b>				<b>\$2,479,935.00</b>

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**THIRD-PARTY VENDOR SUPPORTED PRODUCTS**

Product Number	Description	Serial Number	Service Level	Qty	Full 5 Year Term Fees
<b>HP Hardware/Software</b>					
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1B5	24x7, 4 Hour Onsite with DMR Coverage	1	\$49,018.00
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BA		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BB		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BD		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BJ		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BN		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BP		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BR		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BW		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BX		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1BY		1	
AP870A	HP M6612 300GB SAS 15K 3.5in HDD	2C6129S1C1		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA3		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA2		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA4		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA7		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA8		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA6		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA5		1	
603718-B21	HP BL460c G7 CTO Blade	USE2151BA1		1	
507019-B21	HP BLc7000 CTO 3 IN LCD ROHS Encl	USE2151BA0	1		
BL542A	HP MSL2024 1 LTO-5 3000 FC Tape Library	MXA212Z35P	1		
589253-B21	MS WS08 R2 STD ED FIO Npi E F I G S	N/A	1		
B6961BAE	HP Data Protect Starter Pack Windows E-LTU	N/A	1	\$2,475.00	
641016-B21	HP BL460c Gen8 10/20Gb FLB CTO Blade Warranty 12/29/13-12/31/16	USE352NLMH	1	\$2,456.00	
<b>Fortinet Hardware</b>					
310-B	Fortigate 310-B (Primary)	FG300B3910602606	24x7, Advanced Return and Replace	1	\$15,785.00
310-B	Fortigate 310-B (Backup)	FG300B3911600515		1	
<b>Spectracom</b>					
9483	NetClock/GPS Time Server/master clock	01889	24x7, Repair Services, Express Loaner Service	1	\$11,345.00
9483	NetClock/GPS Time Server/master clock	01888		1	
<b>Third-Party Software/Hardware Total</b>					<b>\$81,079.00</b>

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT 770 TERM: 11/01/14-10/31/19**

**Uplift Service Options:**

24x7 Technical Support	Users Conference Advance Purchase**	Professional Services Training
Professional Services Upgrades*	On-site Support Dedicated Resource	Lifecycle Services*
Hardware Refresh*	GeoFile Services	Time and Materials
<i>*Require Multi-year Agreement</i>	Professional Services Consultation	

**\*\*USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS**

Users Conference Attendance (\$2,650 per Attendee)	Year	2015	Number Attendees	0
• Registration fee	•	Roundtrip travel for event (booked by Motorola)		
• Hotel accommodations (booked by Motorola)	•	Ground Transportation (booked by Motorola)		
• Daily meal allowance (determined by Motorola guidelines)				

**OPTIONAL SUPPORT SERVICES**

Service	Description	Reference Detail	Qty	Full 5 year Term Fees
Service Level	24x7 Technical Support	Exhibit B	1	Included
Software Services	Professional Software Services (Up to two available during the agreement period)	Exhibit E	1	\$299,242.00
Hardware Services	Professional Hardware Upgrade Services (Up to one available during the agreement period)	Exhibit F	1	\$177,672.00
Hardware Refresh	Hardware/Software Refresh		1	\$350,512.00
<b>Discount</b>	<b>5-Year Lifecycle Services Discount*</b>			<b>(\$199,222.00)</b>
<b>TOTAL</b>				<b>\$628,204.00</b>

**SUPPORT FEES SUMMARY**

Product	Service Level	Full 5 Year Term Fees
PremierOne CAD™ Software	24x7	\$1,756,589.00
PremierOne Mobile™ Software	24x7	\$593,427.00
PremierOne CAD™ Interfaces Software	24x7	\$129,919.00
	Multi-System Discount – 2.5%	(\$61,481.00)
	Multi-Year Discount – 2%	(\$47,955.00)
	One-time Threshold Discount	(\$462,774.00)
<b>SUBTOTAL MOTOROLA SUPPORT</b>		<b>\$1,907,725.00</b>
HP Hardware/Software	24x7, Onsite and DMR	\$53,949.00
	HP Multi-Year Discount	(\$4,071.00)
Fortinet Hardware	24x7	\$15,785.00
Spectracom Software	24x7	\$11,345.00
<b>SUBTOTAL THIRD PARTY SUPPORT</b>		<b>\$77,008.00</b>
24x7 Technical Support		Included
Software Upgrade Services		\$299,242.00
Hardware Upgrade Services		\$177,672.00
Hardware/Software Refresh		\$350,512.00
	5-Year Lifecycle Services Discount	(199,222.00)
<b>SUBTOTAL OPTIONAL SUPPORT SERVICES</b>		<b>\$628,204.00</b>
<b>GRAND TOTAL</b>		<b>\$2,612,937.00</b>

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**5 YEAR SUPPORT FEES SUMMARY**

Product	14-15 Term	15-16 Term	16-17 Term	17-18 Term	18-19 Term
<b>MOTOROLA SOFTWARE SUPPORT :</b>					
PremierOne Common Query	\$8,033	\$8,435	\$8,856	\$9,298	\$9,762
PremierOne CAD™	\$309,866	\$325,360	\$341,627	\$358,708	\$376,644
PremierOne Mobile™	\$107,395	\$112,766	\$118,404	\$124,323	\$130,539
PremierOne CAD™ Interfaces	\$39,062	\$21,808	\$22,136	\$23,241	\$24,400
<b>MOTOROLA DISCOUNTS:</b>					
Multi-System Discount	(\$11,091)	(\$11,691)	(\$12,276)	(\$12,889)	(\$13,534)
Multi-Year Discount <sup>1</sup>	(\$8,651)	(\$9,119)	(\$9,575)	(\$10,054)	(\$10,556)
Threshold Discount	(\$83,751)	(\$87,938)	(\$92,335)	(\$96,952)	(\$101,798)
<b>MOTOROLA SUBTOTAL</b>	<b>\$360,863</b>	<b>\$358,893</b>	<b>\$376,837</b>	<b>\$395,675</b>	<b>\$415,457</b>
<b>THIRD-PARTY HARDWARE &amp; SOFTWARE SUPPORT:</b>					
HP Hardware	\$8,402	\$10,154	\$10,154	\$10,154	\$10,154
HP Data Protect Software	\$495	\$495	\$495	\$495	\$495
HP Add-On Hardware - CO# CO007-PSC-P1CAD-010714	Warranty 12/29/13-12/31/16		\$722	\$867	\$867
Fortinet Hardware	\$3,157	\$3,157	\$3,157	\$3,157	\$3,157
Spectracom Software	\$2,269	\$2,269	\$2,269	\$2,269	\$2,269
<b>THIRD-PARTY DISCOUNTS:</b>					
HP HW Multi-Year Discount <sup>1</sup>	(\$672)	(\$813)	(\$813)	(\$813)	(\$813)
HP Add-On HW Multi-Year Discount <sup>1</sup>	N/A		(\$43)	(\$52)	(\$52)
<b>THIRD-PARTY SUBTOTAL</b>	<b>\$13,651</b>	<b>\$15,252</b>	<b>\$15,941</b>	<b>\$15,077</b>	<b>\$16,077</b>
<b>TOTAL SUPPORT<sup>2</sup>:</b>	<b>\$375,186</b>	<b>\$374,968</b>	<b>\$393,634</b>	<b>\$412,617</b>	<b>\$432,399</b>
<b>UPLIFT SERVICES:</b>					
Software Upgrade Services	\$59,848	\$59,848	\$59,848	\$59,848	\$59,848
Hardware Upgrade Services	\$35,534	\$35,534	\$35,534	\$35,534	\$35,534
Hardware Refresh	\$70,102	\$70,102	\$70,102	\$70,102	\$70,102
5-Year Lifecycle Service Discount	(\$39,844)	(\$39,844)	(\$39,844)	(\$39,844)	(\$39,844)
<b>TOTAL UPLIFT SERVICES</b>	<b>\$125,641</b>	<b>\$125,641</b>	<b>\$125,641</b>	<b>\$125,641</b>	<b>\$125,641</b>
<b>GRAND TOTAL</b>	<b>\$500,155</b>	<b>\$499,796</b>	<b>\$518,419</b>	<b>\$537,393</b>	<b>\$557,175</b>

<sup>1</sup> Value to be used for calculating early termination fee per Section 7.5 of this Agreement.

<sup>2</sup> Motorola Subtotal value to be used in calculating Service Credits per Section 5 of this Agreement.

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**Exhibit B**  
**CUSTOMER SUPPORT PLAN**

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**MAINTENANCE AND SUPPORT AGREEMENT**    770                      **TERM:**    11/01/14-10/31/19  
**CUSTOMER:**    Leon County, Florida; Leon County Sheriff; City of Tallahassee

**Introduction**

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**
- VII. Description of Professional Upgrade Services**
- VIII. Hardware Upgrade and Hardware Lifecycle Management**

***I. Service Offerings***

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

**Service Levels**

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 <sup>st</sup> call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

## **II. Accessing Customer Support**

### ***The Motorola Solutions System Support Center Operations***

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

### **Option 1 - Call Motorola Solutions System Support Center**

#### **Call Motorola Solutions Toll free 800-323-9949**

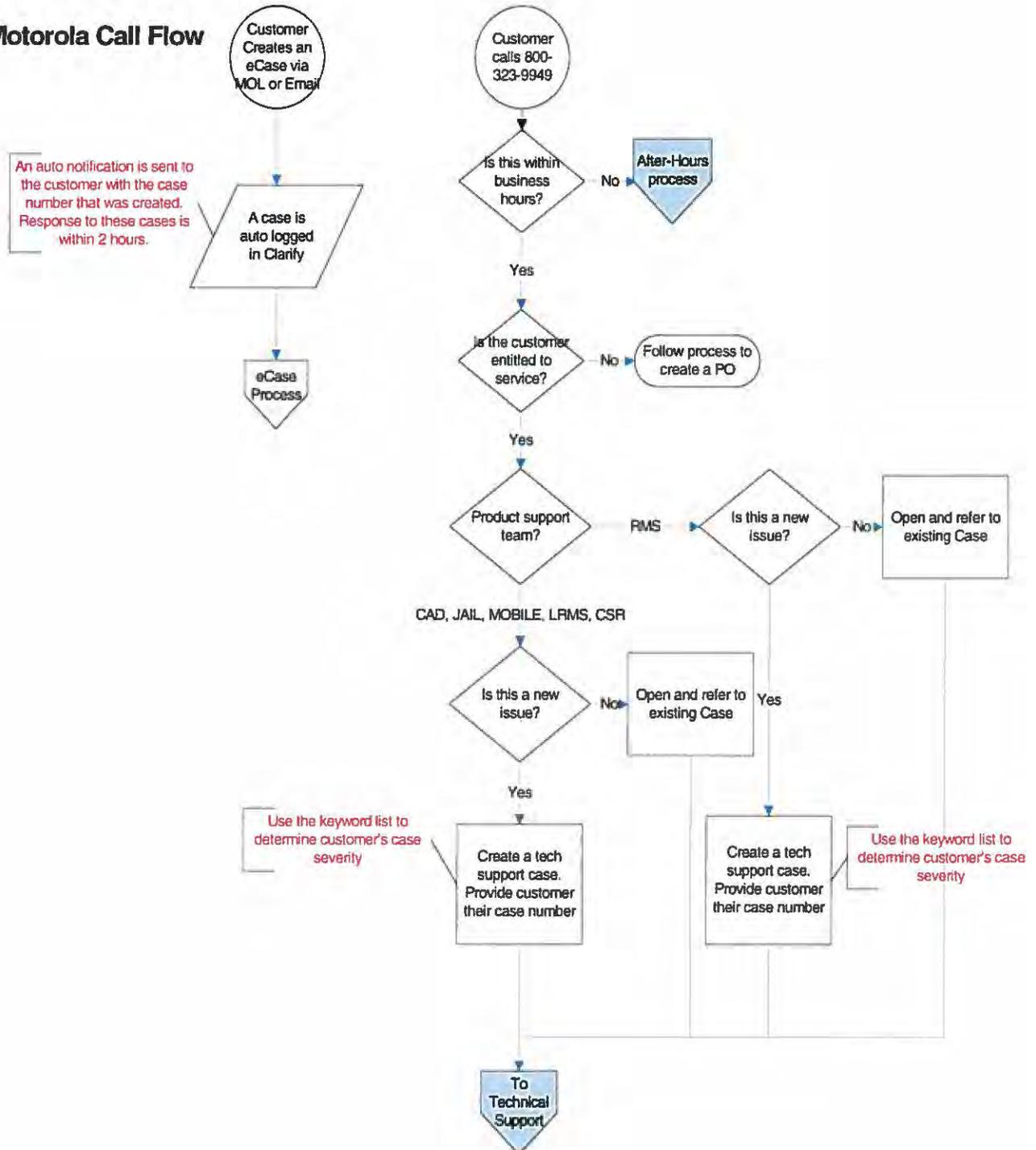
- Select from the auto attendant as follows:
  - **Option 2** – Technical Support of Infrastructure Products
  - Then select **Option 6** – Public Safety Applications
  - Next select the appropriate system type option
    1. CAD
    2. RMS, Records
    3. Mobile Applications
    4. Jail Management Systems
    5. Law Records (LRMS)
    6. Customer Service Request System (CSR)
    0. All Other Applications

Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

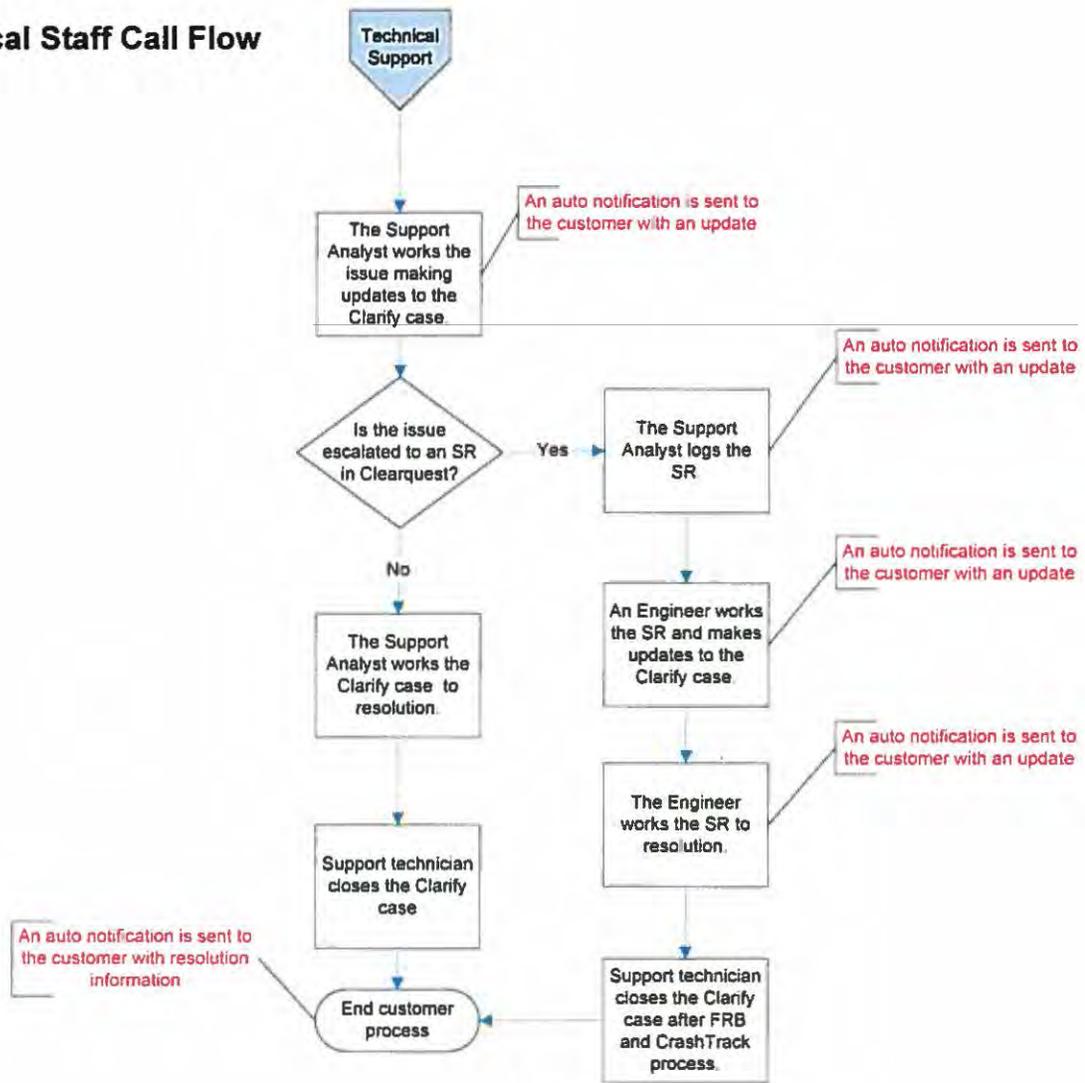
Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain

Time, Monday through Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

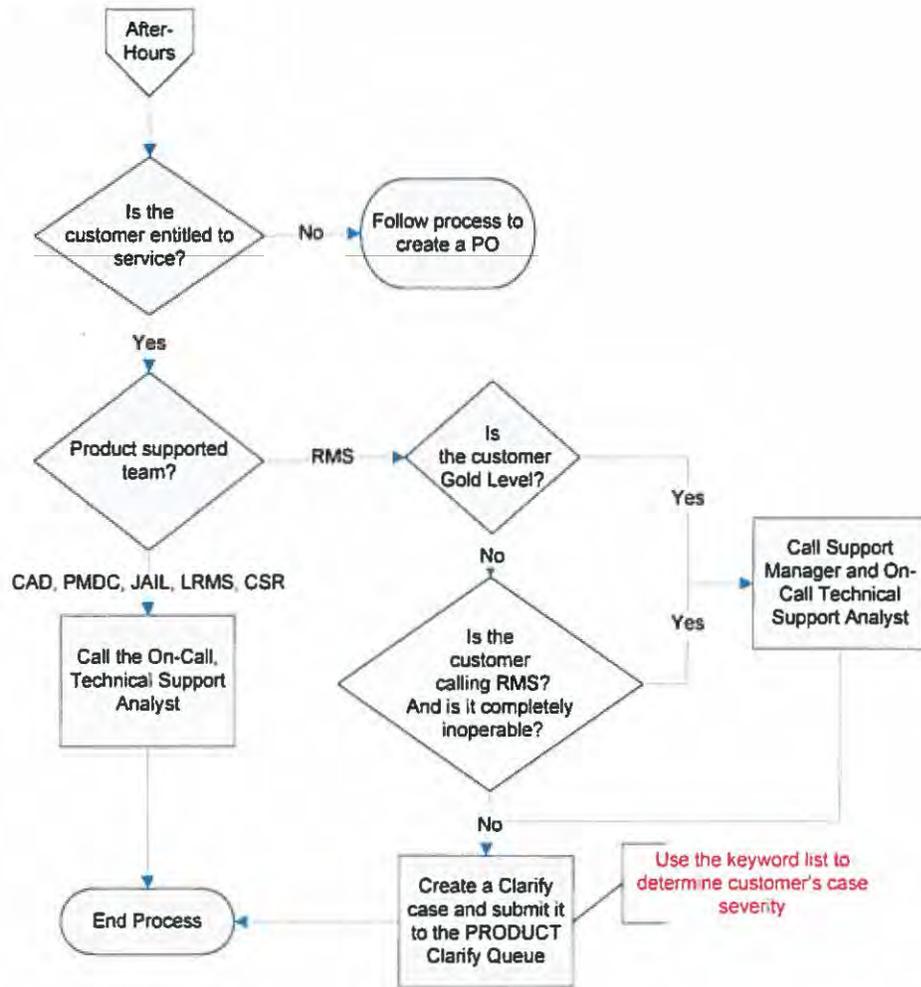
### Motorola Call Flow



### Technical Staff Call Flow



### Call Flow After-Hours



## How to Obtain Technical Support for Products

Action / Response	
<p><b>Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949</b>  <b>Step 2.</b> Select option 2 (Technical Support)  <b>Step 3.</b> Select option 6 (Public Safety Applications)  <b>Step 4.</b> Select product specific option  <b>Step 5.</b> Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)</p>	
<p><b>Step 6. Provide Your Information</b></p>	<p>Caller Name            Contact Phone Number            Description of problem            Severity of system problem determined at time of call            Time available for call back            Email address</p>
<p><b>Step 7. Case Number Generated</b></p>	<p>Caller will receive a Case number for tracking the service request.</p>
<p>Check Status</p>	<p>The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.</p>
<p>Case Assignment</p>	<p>The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.</p>
<p>Custom Response Time</p>	<p><b>RESPONSE</b> See Section III for Severity Level definitions            Severity 1: 30 minutes, 24x7            Severity 2: 3 hours, 24x7            Severity 3: 8 business hours            Severity 4: 2 business days</p>
<p><b>Step 8. Notification of CASE All Activity</b></p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support manager.</p>
<p>Notification of CASE Open/Close Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support manager.</p>

### **Option 2 - Submit a ticket via eCase Management from Motorola On-Line**

Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

#### **Setting Up a Motorola Solutions On-Line Account**

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for "Sign Up Now."

**A User ID and Password are not required for setting up your account.** After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

#### **Accessing the Technical Case Management web site**

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at [businessonline.motorolasolutions.com](https://businessonline.motorolasolutions.com) with your user ID and password, click on the **Contact Us** → **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

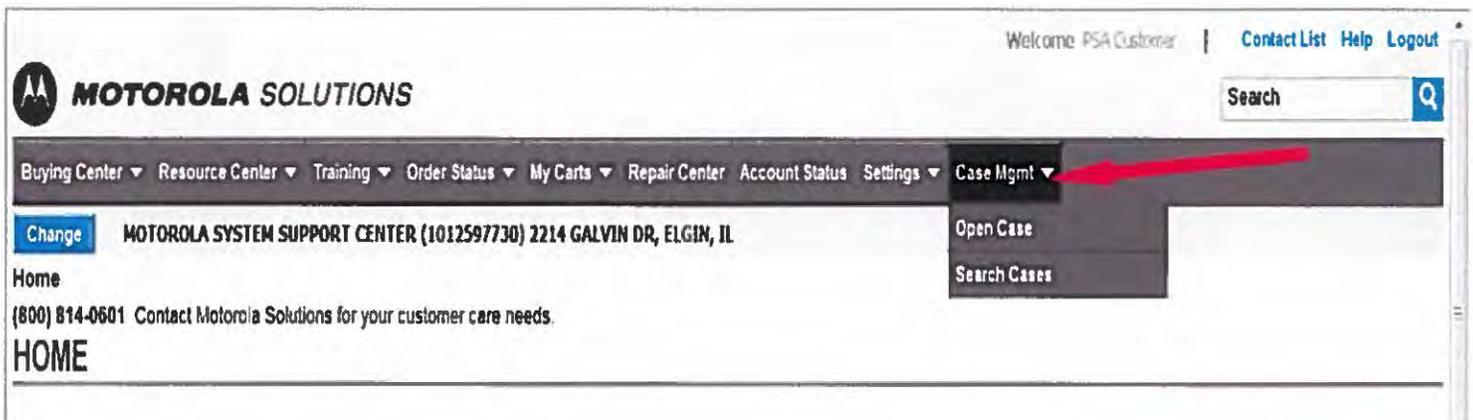
#### **Primary Features of On-Line Technical Case Management**

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

##### **A. Open a New Case**

1. Log into Motorola Solutions On-Line
2. Click on the "Case Mgmt" → Open Case



3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

**Open Case**

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID  
Contact Phone: 8008140601  
Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue 

Title: \_\_\_\_\_

System Support Site: Please Specify \_\_\_\_\_

Case Type: Please Specify \_\_\_\_\_

Severity: Please Specify \_\_\_\_\_

System: Please Specify \_\_\_\_\_

Description: \_\_\_\_\_

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

**Open Case**

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID  
Contact Phone: 8008140601  
Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue

Title: \_\_\_\_\_

System Support Site: Please Specify \_\_\_\_\_

Case Type: Please Specify \_\_\_\_\_

Severity: Please Specify \_\_\_\_\_

System: Please Specify \_\_\_\_\_

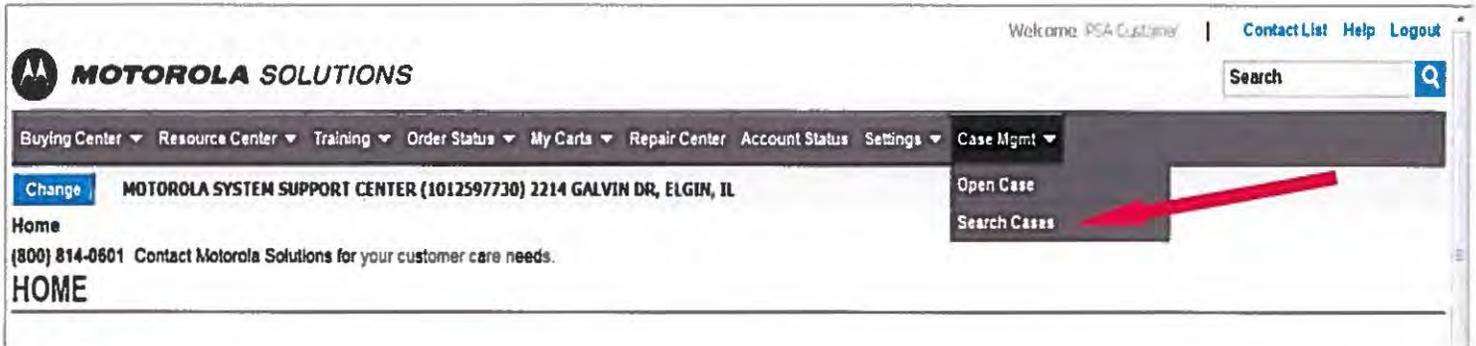
Description: \_\_\_\_\_

 **Create Case**

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

**B. Search for an Existing Case**

1. Log into Motorola On-Line
2. Click on the "Case Mgmt" → Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"



**Go Directly to Case**

Case Number:

(Please enter the exact case number.)

Go To



**Enter Search Criteria**

Case Number:

Title:

Type: All My Cases

Condition: Open



01 Sep 2002

To

06 Mar 2012

Reset

Search



### C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

Details for Case # 20000216

Case Condition: Open  
Customer Name: TEST CUSTOMER  
Case Status: Not Assigned  
Issue Type: System Support  
Case Source: Web  
Contact Name: Test Test W/ID  
Contact Phone: 847 725-4932  
Contact Email: test@test.comtest

System Site ID: MDP1100  
System Site Name: Test Site as an example  
Case System: IT  
Case Type: Network Management

Activity	Date/Time	Activity Summary
+	1/29/2004 3:14:53 PM	Perceived by contact Phone Support, Status = Not Assigned
+	1/29/2004 3:59:53 PM	Perceived by contact

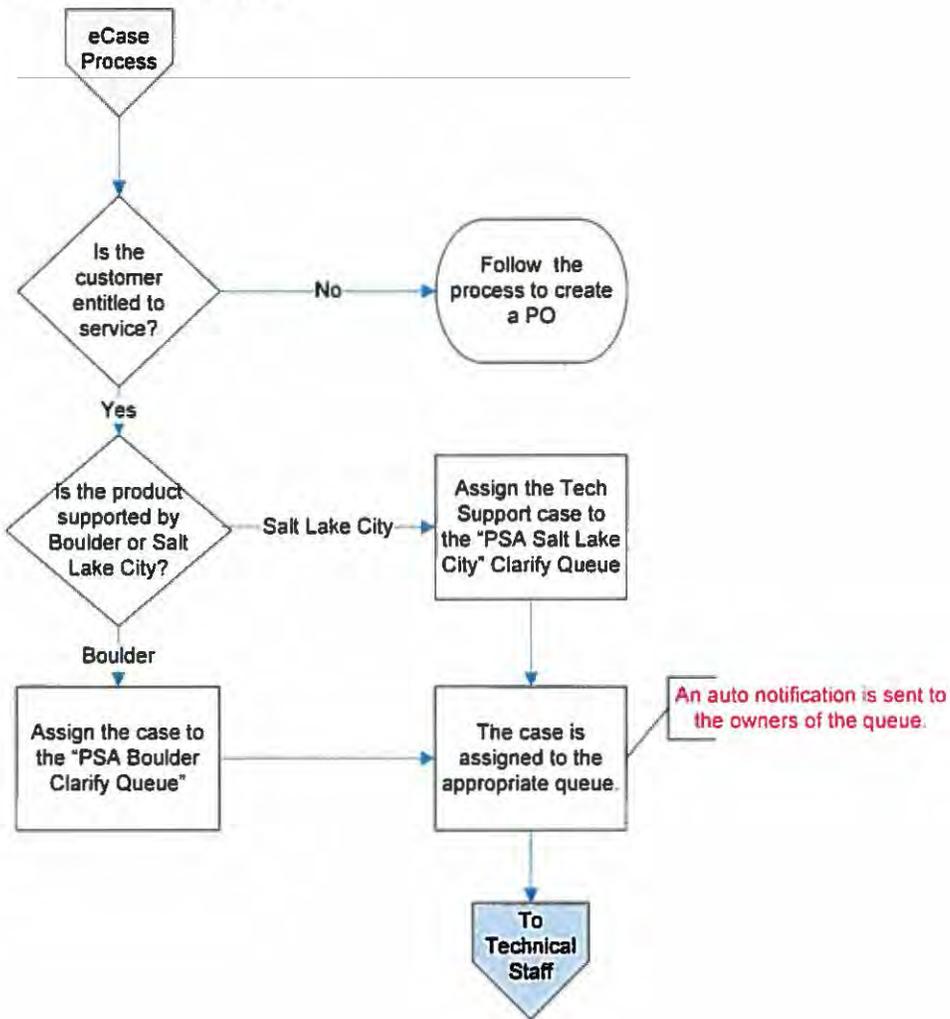
Buttons: Previous, Add Note, Add Notes

### Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola On-Line eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:  
Browser: Internet Explorer 5.0 or greater  
Valid MOL user ID and Password

### Motorola On-line Flow



### **Option 3 - Submit a ticket via Email Case Management**

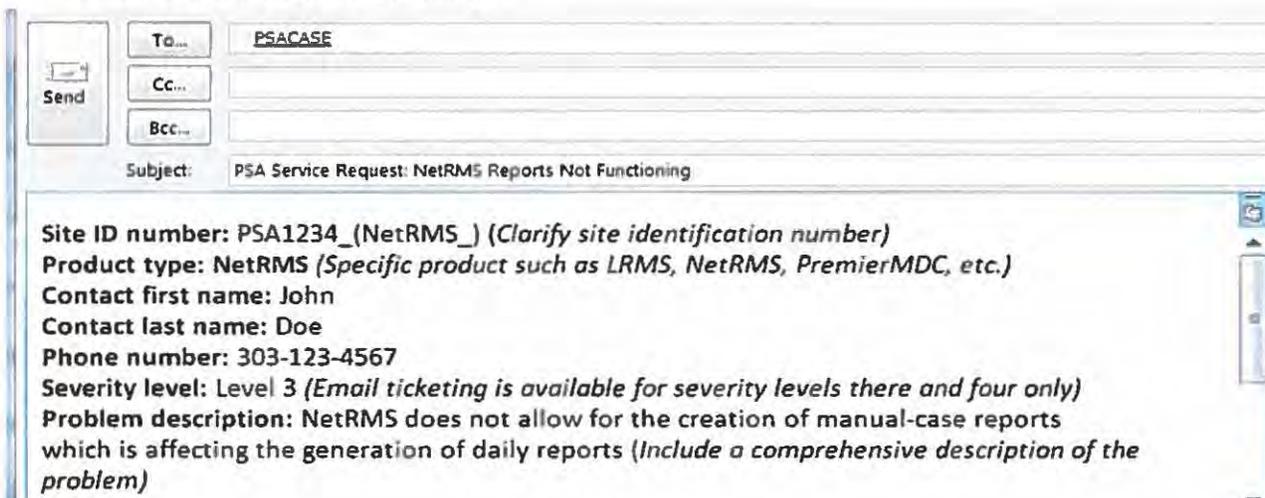
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to [PSACASE@motorolasolutions.com](mailto:PSACASE@motorolasolutions.com)
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID** = followed by the site identification number of the system location
4. Type **Product Type**= followed by the product family type. Choose from the following list:
  - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
  - CSR (CUSTOMER SERVICE REQUEST)
  - INFOTRAK, LRMS
  - JAIL MANAGEMENT (OFFENDERTRAK)
  - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
  - NETRMS
5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number** = followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level** = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description** = followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

#### **SAMPLE Email Ticket Formatting:**



**To...** PSACASE

**CC...**

**Bcc...**

**Subject:** PSA Service Request: NetRMS Reports Not Functioning

**Site ID number:** PSA1234\_(NetRMS\_) (Clarify site identification number)  
**Product type:** NetRMS (Specific product such as LRMS, NetRMS, PremierMDC, etc.)  
**Contact first name:** John  
**Contact last name:** Doe  
**Phone number:** 303-123-4567  
**Severity level:** Level 3 (Email ticketing is available for severity levels three and four only)  
**Problem description:** NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (Include a comprehensive description of the problem)

### III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs and provides customer a method to clearly report issues to set response and resolution expectations. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	<b>Total System Failure</b> - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within <b>30 Minutes</b> of customer appropriately reported issue through established Motorola procedures, 24x7x365.
2	<b>Critical Failure</b> - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within <b>3 Hours</b> of customer appropriately reported issue through established Motorola procedures, 24x7x365.
3	<b>Non-Critical Failure</b> - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within <b>8 Business Hours of initial notification</b> during normal business hours M-F 6am-6pm customer local time.
4	<b>Inconvenience</b> - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within <b>2 Standard Business Days</b> of initial notification

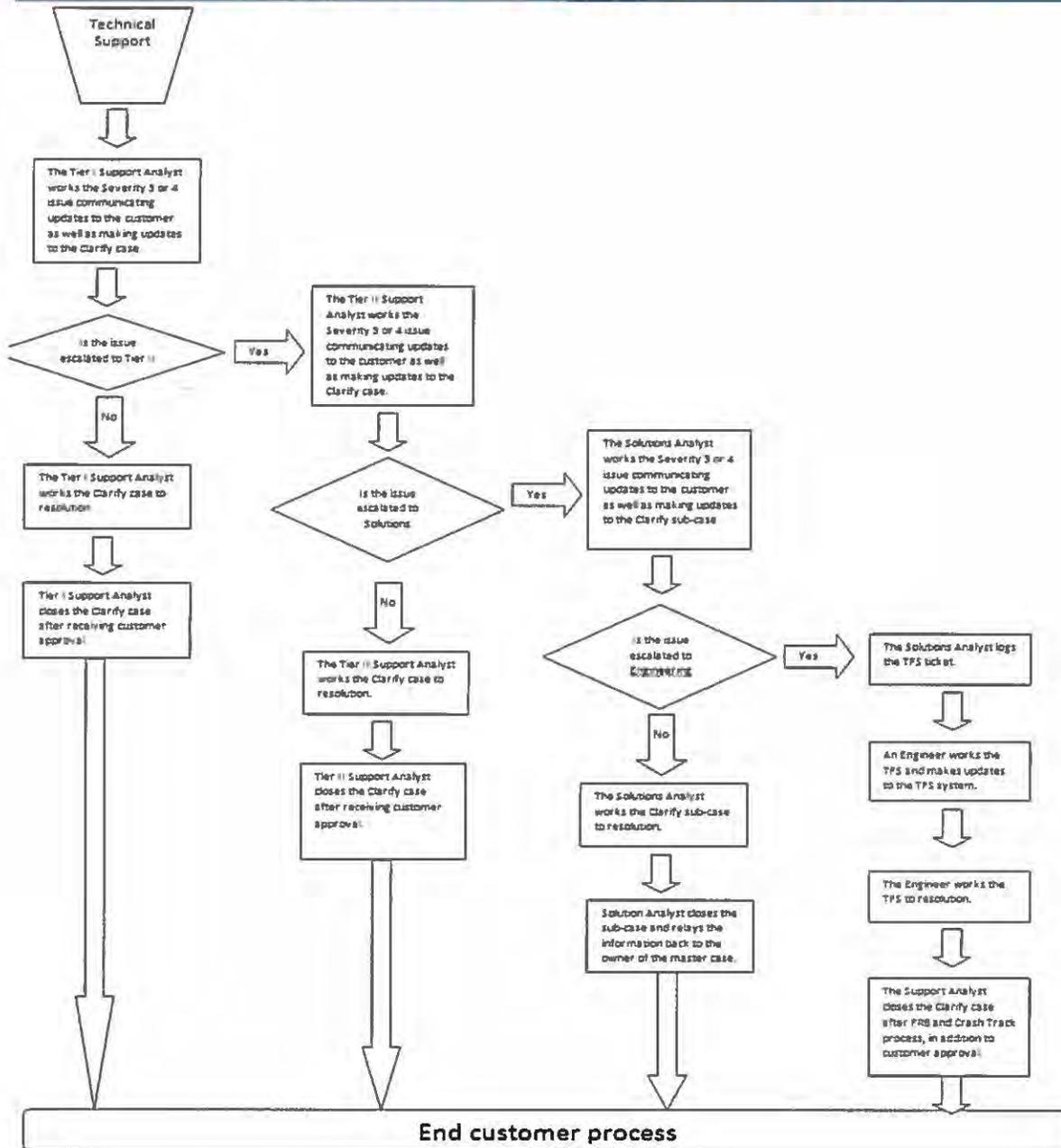
*Incoming cases are automatically assigned an initial Severity Level of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

**Case Management Escalation Processes**

<b>Escalation Policy- Severity Level 1</b>		
<b>ESCALATION PERIOD</b>	<b>ACTION</b>	<b>RESPONSIBILITY</b>
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

<b>Escalation Policy- Severity Level 2</b>		
<b>ESCALATION PERIOD</b>	<b>ACTION</b>	<b>RESPONSIBILITY</b>
1 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
4 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
8 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
16 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
24 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

## Escalation Policy- Severity Level 3 & 4



**Severity Level 1 and 2** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

**3.1 Reporting a Problem.** Customer will report all system performance issues, including each occurrence of CAD or mobile workstation errors and any system-wide performance issues to Motorola in order to properly document the nature, frequency and severity of issues to assist in the identification of root cause. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed within this Agreement. Due to the urgency and SLA eligibility involved, Severity Level 1, 2 or 3 problems must be reported verbally to

the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

- 3.2 Motorola will provide Customer with a resolution for Severity 1 and Severity 2 issues within the indicated service resolution times and in accordance with the assigned Severity Level when Customer accurately assigns the Severity level, allows timely access to the System, and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided on a weekly basis.
- 3.4 **Service Level Agreement Performance Targets.** Following the recommendations outlined in the Gartner assessment Motorola will provide services to achieve the following performance service level targets:

#### Service Level Agreement Performance Target Recommendations

Service Level	Performance Measure	Performance Target	Examples
<b>Total System Outage.</b> Occurs when the P1CAD System is not functioning or any major issues that results in an unstable or unusable P1CAD System and there is no suitable workaround (Severity 1 Events) based on the criteria below.	% of continuous P1CAD System operation without disruption of services.	<ul style="list-style-type: none"> <li>99.99% (4 9's) uptime</li> <li>≤ 6 minutes per month</li> </ul>	<ul style="list-style-type: none"> <li>P1CAD System is unavailable to all users</li> <li>P1CAD System is unresponsive or so slow to respond that it is unusable</li> </ul>
<b>Critical Component Failure.</b> Occurs when critical element of the P1CAD System does not function as expected and there is no suitable workaround (Severity 2 Events) based on the criteria below.	A count of the number of distinct failure events that occur within a specific period of time.	<ul style="list-style-type: none"> <li>≤ 8 per month</li> </ul>	<ul style="list-style-type: none"> <li>P1CAD workstation 'lock-up' that requires reboot</li> <li>P1CAD System is "slow" or intermittently unresponsive with corresponding system-level error messages</li> <li>Mobile workstations unavailable due to P1CAD software failures</li> </ul>
<b>Event Response Time.</b> Time to respond by the assignment and confirm by support personnel to the initial report of an event based on the criteria below.	The percentage of events responded to within the targeted period of time.	<ul style="list-style-type: none"> <li>Sev 1 98% &lt; 30 minutes, 7x24<sup>3</sup></li> <li>Sev 2 98% &lt; 3 hours, 7x24<sup>3,6</sup></li> </ul>	
<b>Event Resolution Time.</b> Time required to address the event and restore service by fix or workaround based on the criteria below.	The percentage of events resolved with a suitable work around to restore service within the targeted period of time.	<ul style="list-style-type: none"> <li>Sev 1 98% &lt; 90 minutes, 7x24<sup>4,7</sup></li> <li>Sev 2 98% &lt; 3 hours, 7x24<sup>4,8</sup></li> </ul>	
<b>Root Cause Resolution Time.</b> Time required to address the event and restore service by fix or workaround based on the criteria below.	The percentage of events resolved via the implementation of permanent fixes within a specific period of time.	<ul style="list-style-type: none"> <li>Sev 1 98% &lt; 2 weeks, analysis<sup>5,7</sup></li> <li>Sev 2 98% &lt; 2 weeks, analysis<sup>5,7</sup></li> </ul>	<ul style="list-style-type: none"> <li>Sev 1 90% &lt; 4 weeks, fix<sup>8,7</sup></li> <li>Sev 2 90% &lt; 4 weeks, fix<sup>8,7</sup></li> </ul>

**SLA Notes:**

Service credits are outlined in Section 5 of this Agreement.

- <sup>1</sup> Per the SLA Motorola will not exceed stated down-time (Severity Level 1 occurrences) per Motorola PremierOne CAD System. If the PremierOne CAD System down-time exceeds the stated down-time, the Customer is eligible for the percent of the applicable monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support, in the month the outage exceeds stated down-time minutes.
- <sup>2</sup> Per the SLA Motorola will not exceed Severity Level 2 stated events per Motorola PremierOne CAD System. If downtime exceeds Severity Level 2 stated events on the P1CAD System, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support, in the month the Severity Level 2 events exceed eight (8).
- <sup>3</sup> Per the SLA Motorola will not exceed Severity Level 1 and 2 Event Response times in 98% of validated cases monthly per Motorola PremierOne CAD System. If Motorola misses more than 2% of the monthly Severity Level 1 and 2 Event Response times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.
- <sup>4</sup> Per the SLA Motorola will not exceed Severity Level 1 and 2 Event Resolution times in 98% monthly of validated cases per Motorola PremierOne CAD System. If Motorola misses more than 2% of the month Severity Level 1 and 2 Event Resolution times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.
- <sup>5</sup> Per the SLA Motorola will not exceed Severity Level 1 and 2 Root Cause Analysis Resolution times in 98% monthly of validated cases per Motorola PremierOne CAD System. If Motorola misses more than 2% of the month Severity Level 1 and 2 Root Cause Analysis Resolution times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.
- <sup>6</sup> Per the SLA Motorola will not exceed Severity Level 1 and 2 Root Cause Resolution Fix times in 90% monthly of validated cases per Motorola PremierOne CAD System. If Motorola misses more than 10% of the monthly Severity Level 1 and 2 Root Cause Resolution Fix times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.
- <sup>7</sup> Resolution times are treated as a sum of time to deliver the SLA. Start time is triggered when a verbal and valid case is initiated with the Motorola intake center and the end of time is marked when Motorola provides the fix or suitable workaround that is ready for application to the PremierOne CAD System and the restoration of service.

**3.4.1 Service Level Agreement (SLA) Performance Targets criteria:**

- 3.4.1.1 Motorola will achieve stated PremierOne CAD System up-time SLA regarding Severity Level 1 and will incur no more than stated down-time. Motorola will achieve Severity Level 2 SLA with no more than stated events. For purposes of calculating down-time, the clock starts upon verbal notification to Motorola of valid Severity Level case. Event Resolution Time is indicated at the time Motorola provides the fix or workaround to the Customer and it is available for application to the System that results in restoration of the System. Root Cause Resolution Time is indicated at the time Motorola provides the fix or workaround to the Customer and it is available for application to the System.
- 3.4.1.2 Motorola will meet SLA Performance Target Recommendations related to Motorola Solutions PremierOne CAD Software related issues. Reported issues determined to be caused by third-party components or content, or Customer areas of responsibility; such as Network issues or issues outside the Fortigate firewalls, are not eligible for SLA Performance credits.
- 3.4.1.3 Motorola will meet SLA Performance Target Recommendations related to Motorola Solutions PremierOne CAD Software as long as the PremierOne CAD System is shown to be maintained per the System Maintenance guidelines, such as recurring reboot cycles for servers, applications and clients. System

Maintenance guidelines are made available through Service Bulletins. Reported issues determined to be caused by failure of the Customer's responsibilities on system maintenance are not eligible for SLA Performance credits.

- 3.4.1.4 Motorola will meet SLA Performance Target Recommendations related to Motorola Solutions PremierOne CAD Software's current Cumulative Release version. Issues reported on outdated Cumulative Releases when a current Cumulative Release has been made available and has not been implemented by the Customer are not eligible for SLA Performance credits.
- 3.4.1.5 Motorola will meet SLA Performance Target Recommendations when Motorola is able to initiate root cause analysis through a reproducible issue and when the Customer provides a minimum information set required to analyze the reported issue and when the issue is reported within 24 hours of the occurrence. When an issue is not reproducible by the Customer or Motorola or is not reported timely or with required information the Customer is not eligible for SLA Performance credits. Motorola will continue to investigate the issue and retain the open ticket status until Motorola and the Customer agree to close the ticket. The minimum information set is defined as follows:
  - a. Severity/Customer Impact Level
  - b. Non-Blocking/Blocking
  - c. Environment (Production/Training)
  - d. User ID & Agency
  - e. User Role
  - f. Dispatch Cover Groups or Agency/Area being covered
  - g. Device (Console/Mobile) where the issue occurred
  - h. Date & Time of occurrence
  - i. Build Number (Server/Client)
  - j. Description of the issue
  - k. Steps to Reproduce (if not applicable, what actions user was doing leading up to the issue)
  - l. Screenshots
  - m. Logs/Error Reports
- 3.4.1.6 SLA Performance Target Recommendations are not applicable for PremierOne CAD System down-time agreed to during approved change work orders as indicated in the Change Form requirements including Standard Release implementations where the system outage is planned and managed.
- 3.4.1.7 Not all reported issues will be determined to be a software code error. Other types of issue resolution may involve operational changes, system manager scripts, processing changes, etc. When Motorola determines that an issue other than a code fix is the cause of a reported PremierOne CAD system issue, Motorola will provide resolution resulting in resumed business operations to the Customer and will be considered a fix for the purposes of the SLA Performance Target, provided the System is fully operational.
- 3.4.1.8 Motorola will meet SLA Performance Target Recommendations provided the Customer performs System and Database Administration duties described in Section 3.8.4 of this Agreement and in the System Administration and Database System Duty Guidelines, Exhibit D.
- 3.4.1.9 SLA requirements stated in this Agreement include specific times and expectations that may result in changes over the course of delivering Support from both Motorola's and the Customer's perspective. Motorola reserves the right to work with the Customer to continue to refine and evolve the SLA Performance Target Recommendations.

## **IV. Key Responsibilities**

### **4.1 Motorola Responsibilities**

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principle Period of Maintenance.** At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

## **4.2 Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit .
- 4.2.4 **Support on Hardware.** Customer is responsible for purchasing on-going maintenance for 3<sup>rd</sup> party on-site hardware support, as indicated in Exhibit A of this Agreement. Customer is responsible for maintenance and support on the end-user devices and workstations, including the maintenance and support of the hardware and ensuring that all software is configured and maintained according to Motorola specifications. All client workstation related problems must be reported with workstation log files taken at the time of the event. The Customer is responsible for managing compatibility of their desktop and server applications with CAD and its workstations or the CAD system." Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **Support on Network:** Customer is responsible for the maintenance and support of the CAD and Mobile network, including the monitoring of network health and utilization in accordance with but not limited to the Motorola technical requirements. All major system outages, Severity 1 and 2, must be reported with accompanying network utilization reports that show the status and health of the network at the time of the event.
- 4.2.6 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.7 **Anti-virus software.** Run installed anti-virus software.
- 4.2.8 **Operating System ("OS") Upgrades.** Customer is responsible for any OS upgrades to the System with the exception of a Motorola upgrade if referenced in Exhibit E. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.9 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to

Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

# Trouble Report Form

<b>Agency Name:</b>	<input type="text"/>	<b>Motorola Case Number:</b>	<input type="text"/>
<b>Contact Name:</b>	<input type="text"/>	<b>E-mail Address:</b>	<input type="text"/>
<b>Contact Phone:</b>	<input type="text"/>	<b>Contact Fax:</b>	<input type="text"/>
<b>Severity Level:</b>	<input type="text"/>	<b>CAD Correction#:</b>	<input type="text"/>
<b>Subject:</b>	<input type="text"/>		
<b>Product/Version:</b>	<input type="text"/>		
<b>Problem Description:</b>	<p>Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.</p> <input type="text"/>		
<b>Steps to Duplicate:</b>	<p>Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.</p>		
<b>Step One:</b>	<input type="text"/>		
<b>Step Two:</b>	<input type="text"/>		
<b>Step Three:</b>	<input type="text"/>		
<b>Step Four:</b>	<input type="text"/>		
<b>Step Five:</b>	<input type="text"/>		
<b>Step Six:</b>	<input type="text"/>		
<b>Step Seven:</b>	<input type="text"/>		
<b>Additional Steps:</b>	<input type="text"/>		
<b>Expected Results:</b>	<input type="text"/>		
<b>Actual Results:</b>	<input type="text"/>		
<b>Configuration Checked:</b>	<input type="text"/>		

**V. Customer Call Flow**  
**To Be Provided By Customer**

**VI. Contact Information**

**Motorola Contacts**

CONTACT	PHONE NUMBER
<b>Motorola Solutions System Support Center</b>	<b>(800) 393-9949</b>
Linda Hudson Senior Manager, Customer Support <a href="mailto:Linda.hudson@motorolasolutions.com">Linda.hudson@motorolasolutions.com</a>	(303) 527-4017 – office
Phillip Askey Tier 2 - Technical Support Manager <a href="mailto:P.Askey@motorolasolutions.com">P.Askey@motorolasolutions.com</a>	(720) 565-4764 – office
Jeff Dolph Tier 1 - Technical Support Manager <a href="mailto:JeffDolph@motorolasolutions.com">JeffDolph@motorolasolutions.com</a>	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications <a href="mailto:Wayne.Parent@motorolasolutions.com">Wayne.Parent@motorolasolutions.com</a>	(801) 234-9971 - mobile
Shelley Rhoads Senior Manager, Services Business Operations <a href="mailto:SRhoads@motorolasolutions.com">SRhoads@motorolasolutions.com</a>	(951) 934-3285 – office
Tanya Mansell Customer Support Manager <a href="mailto:tanyamansell@motorolasolutions.com">tanyamansell@motorolasolutions.com</a>	(949) 716-8884 - office

**Customer Contacts (to be provided by Customer)**

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

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**Exhibit C**  
**LABOR RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT**    770                      **TERM:**    11/01/14-10/31/19  
**CUSTOMER:**    Leon County, Florida; Leon County Sheriff; City of Tallahassee

The following are Motorola's current labor rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

**The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

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**Exhibit D**

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**SYSTEM AND DATABASE ADMINISTRATION DUTY GUIDELINES**

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**MAINTENANCE AND SUPPORT AGREEMENT**    770                      **TERM:**    11/01/15-10/31/19  
**CUSTOMER:**    Leon County, Florida; Leon County Sheriff; City of Tallahassee

The Motorola Public Safety Applications Technical Support team provides twenty-four hour remote service availability to respond to service requests. Technical Support available through Motorola System Support Center (SSC) is based on the level of service and entitlement, as outlined in Motorola's Customer Support Plan and Maintenance and Support Agreement documents. To best leverage and coordinate timely responses and resolution with Motorola remote telephone support, pursuant to this Agreement section 3.8.4, the Customer will provide full-time technical system administration resources.

**Description of Duties**

The Customer will work within the Customer organization, and along with Client stakeholders and Motorola to create and track key support performance metrics.

The Customer's full-time technical system administration resources will possess the required training and experience, as well as have a developed understanding of its specific environment with all customer-specific enhancements and customizations, to act as the interface between Motorola software and hardware technical support, perform diagnostic assistance, provide preliminary hardware and software problem evaluation, and repair expertise on all installed Motorola PSA systems.

**Customer Responsibilities:**

**System Administration Guidelines:**

- A. Diagnose, triage and coordinate with Motorola remote Technical Support and Motorola Engineering teams to resolve, as applicable, system problems.
- B. Establish regular recurring meetings with Motorola to review open priority issues in an effort to develop a transparent and trusting communication, sharing findings and actions taken in troubleshooting issues.
- C. Also include, but are not limited to:
  1. Monitor system performance, and be able to make assessments to determine any negative impacts to performance.
  2. Run diagnostics.
  3. Run system performance and requirements analysis.
  4. Provide performance reporting.
  5. Conduct system back-ups.
  6. Lead upgrade planning and installations on the Customer side.
  7. Understand connection to, and dependencies on other systems.
  8. Agency Configuration, understand how agencies are added to the system and their naming conventions.
  9. Maintain problem/defect log list and manage change in issue status.
  10. Participate in implementing training plans for uses and new employees.
  11. Coordinate with Project Management as applicable.
  12. Develop internal system documentation and guidelines, including user, system configuration, administration, and quick reference, and troubleshooting guides).

13. Work closely with Motorola, Users, and Management to evaluate needs, carry out resolutions or updates, approve, budget, and complete system enhancement requests.
14. Specific to P1CAD / P1Mobile Systems:
  - Ensure CAD issues are documented, validated, and analyzed (and determine if re-creatable).
  - Work with CAD Users to identify problems, issues and complaints.
  - Assist with Management of Dispatcher Hardware changes where appropriate.
  - Convert, Develop, and Test CAD-related custom developed utilities & scripts, reports, etc.
  - Develop and test internal CAD data conversions.
  - Assist CAD Validators with Test plans.
  - Review and Evaluate CAD Vendor conversions.
  - Perform Needs Analysis on Additional CAD/Mobile System Features and determine usability.
  - Work closely with Motorola to provide any additional information required by Technicians to analyze problems/Issues (i.e. logs, output, etc.).
15. Verify with Customer that restoration is complete or System is functional on reported system failure or critical issues.
16. Provide Case activity reports to key personnel.
17. All applicable Customer personnel will report system symptoms and issues, pertinent to resolving system issue(s) to the System Administration manager.
18. Allow Motorola continuous remote access to obtain system availability and performance data.
19. Notify Motorola Technical Support when Customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance).
20. Maintain and store in an easy accessible location any and all software needed to restore the system as well as system backups (Motorola recommends that at least one back-up file is stored in an offsite location)
21. In cases where the Motorola technician is responding to a system failure, assist the Motorola Technician in the troubleshooting efforts and attempts to restore the system.
22. Validate issue resolution prior to close of the Case.

#### **Database Administration Guidelines**

- The Customer will provide routine Database Administration tasks including but not limited to the following:
  - Periodic Reboots of DB servers. Server maintenance guide documents this.
  - Monitoring, management, occasional verification of production backups
  - Watching, trending, and reacting to database resource metrics (CPU, Disk space, I/O, etc..)
  - Monitor SQL mirroring
  - SCOM notification and alert management

- Review OS and SQL patches from Microsoft
- Customer will provide Special Database Administration tasks as follows:
  - Copy data from production to other environments as requested
  - Develop new queries, reports, and review optimization of existing custom queries
  - Occasional general health checks on system operation, observations from users, etc.

**Exhibit E**

**LIFECYCLE SOFTWARE UPGRADE PROFESSIONAL SERVICES  
STATEMENT OF WORK**

**MAINTENANCE AND SUPPORT AGREEMENT**    770                      **TERM:**    11/01/14-10/31/19  
**CUSTOMER:**    Leon County, Florida; Leon County Sheriff; City of Tallahassee

**General Information**

Exhibit E – Lifecycle Professional Services describes the scope of work involved in providing enhanced Lifecycle Professional Services throughout the duration of the maintenance and support period for the Public Safety Applications products. The Lifecycle Professional Services are provided in accordance with the terms and conditions of the Maintenance and Support Agreement and are hereby referred to as “Lifecycle Professional Services”.

Nothing in this Exhibit is meant to supersede, replace or amend the terms and conditions of this Agreement. Any conflict between the terms of Exhibit E and other parts of the Agreement shall be resolved in accordance with the order of priority set forth in the Maintenance and Support Agreement.

**Scope of Service**

**A.    Software Upgrade Services**

Software Upgrade Services are a component of Lifecycle Professional Services and are defined in scope as the labor services required to execute on the planning, delivering, testing and training of Motorola Standard Releases of software to Customer when and if Standard Releases of software become available for those solutions components identified in Exhibit A - Covered Products, Support Options and Pricing contained within this Maintenance and Support Agreement.

**B.    Third Party Coordinated Upgrade Services**

The Third Party Coordinated Upgrade Services component of Lifecycle Services, are defined in scope as the labor services required to coordinate upgrades of third party partner solutions to occur in conjunction with Motorola Upgrade Services. As applicable, Motorola may deliver, test and providing training on those third party partner solutions that Motorola has been authorized to act on behalf of a partner. Third Party Upgrade Services will be provided in conjunction with P1 Upgrade Services and will provide for the latest version of vendor software generally available at the time Motorola Upgrade Services are being executed. Third Party Coordinated Upgrade Services are provided for those solutions components identified in Exhibit A - Covered Products, Support Options and Pricing contained within this Maintenance and Support Agreement.

Note Third Party Coordination Upgrade Services do not provide for upgrade activities of third party partner general releases that are not being delivered in conjunction with a Motorola Standard release upgrade.

**C.    Hardware Refresh Service**

In addition to Upgrade Services, when and if updated hardware components become available, Lifecycle upgrade Services include those tasks required to identify, procure, install, configure and test replacement hardware components of the P1 Suite further known as the “Hardware Refresh” for those hardware components identified in Exhibit A - Covered Products, Support Options and Pricing contained within this Maintenance and Support Agreement.

**D.    Standard Release Software Upgrade Timing and Delivery Overview**

Per the terms of this Agreement and commencing October 1, 2015, when and if a Standard Release version becomes available, Motorola will provide on-site services to upgrade the P1 Software as identified up to twice during the five-year agreement period.

For software upgrades, existing hardware and the existing P1 interfaces will be re-utilized with the upgraded P1 System software.

All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of thirty (30) Standard Business Days prior to the commencement of upgrade activities.

Upgrade Activities will require components of the P1 system be down and unavailable for production use for up to 4-6 hours while upgrade activities are performed, which will not be considered a system outage for the purpose of Service Level Agreement terms within this Agreement. The P1 CAD system will not exceed 12 consecutive hours of operational downtime. During this time period, the communication center will need to be prepared to operate in a manual mode. Motorola is providing no consultation or preparation on the "manual" mode operation during upgrade activities.

Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

## **TASKS**

### **A. Upgrade Kickoff Teleconference**

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an Upgrade Kickoff Teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants
- Review roles of key participants
- Review overall upgrade scope and objectives
- Review resource and scheduling requirements
- Review testing methodology
- Review and finalize project schedule with Customer.
- Create testing plan to test P1 upgrades on staging environment.
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version

### **Motorola Responsibilities**

Motorola's Project manager will direct Motorola's efforts and serve as the primary point of contact for Customer. The responsibilities of the Motorola Project manager include:

1. Maintain project communications with Customer's Project manager
2. Manage the efforts of Motorola project team and coordinate Motorola activities with Customer's project team members.
3. Coordinate and oversee the installation of all licensed Motorola application software.
4. Review and manage the scope of work for the upgrade activities.
5. Review the upgrade acceptance criteria.

### **Customer Responsibilities**

Customer will designate a Project manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project manager. The responsibilities of the Customer's Project manager include:

1. Maintain project communications with the Motorola Project manager.
2. Identify the efforts required of Customer staff and assign appropriate resources to meet Customer's task requirements described in this Exhibit E - Lifecycle Professional Services.

3. Liaison and coordinate with other Customer agencies, other governmental agencies and Customer's vendors, contractors and common carriers, as applicable.
4. Review and mutually approve upgrade acceptance criteria.

**Completion Criteria**

This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

**B. Upgrade Preparation**

The objective of this task is to perform the preparatory steps necessary for the P1 upgrade.

**Motorola Responsibilities**

1. Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the P1 server software.
2. Confirm resource availability with Customer and reconfirm task dates.

**Customer Responsibilities**

1. Perform backup of P1 system software and data files.
2. Provide Motorola with a copy of the backed up software and data files.

**Completion Criteria**

This task is considered complete when Customer has the completed the onsite data backup.

**C. Staging Environment**

The objective of this series of task is to install the upgrade software on a staged system environment and validate release functionality.

**Motorola Responsibilities**

1. Remotely create a staging environment on Customer's P1 server(s) to conduct an initial installation of the release software.
2. Travel to Tallahassee site to perform upgrade tasks.
3. Install the release version of software on the staging environment.
4. Verify P1 functionality in accordance with release criteria.
5. Notify Customer of availability of the staging environment enabling Customer to perform Customer specific testing activities.

**Customer Responsibilities**

1. Observe testing on staging environment and acknowledge the delivery of the functionality introduced in the release.
2. Conduct testing on staging environment and notify Motorola of any functional errors or anomalies.

**Completion Criteria**

This task is considered complete when the staging environment is available for Customer testing.

**D. On-Site Upgrade Implementation**

The objective of this task is to conduct on-site activities required to complete the upgrade of the P1 system.

**Motorola Responsibilities**

1. Travel to Customer Site to perform upgrade tasks.
2. Bring down the production system.
3. Reconfigure the data volumes on each of the existing-HP Blade Server as needed
4. Convert P1 system files and or provisioning data files as required.

5. Test each interface connection to ensure operational use of the each with the newly installed Standard Release version.
6. Modify those interfaces affected by the installation of the Standard Release version and modify each as needed to provide same functionality as was provided prior to the installation of the Standard Release version.
7. Test system and subsystem interfaces to validate operation in accordance with the originally installed interface requirement document.
8. Assist in Customer testing as requested by Customer and verify that each P1 subsystem component is ready to resume production operations.
9. Install the applicable P1 subsystem client, application upgrades on client workstations as listed in Section 7.1 (Exhibit A - Covered Products, Support Options and Pricing).
10. Train Customer on client upgrade process.
11. Train Customer users on new or changed features and functions introduced through the Standard Release of P1.

#### **Customer Responsibilities**

1. With Motorola's assistance, coordinate the activities necessary to bring the production Premier One system down, i.e., close incidents, sign units and users off duty.
2. Support Motorola's software upgrade installation activities.
3. Provide and make available (when possible during business hours, 8:00am to 5:00pm) the appropriate lines for the testing of interfaces, to include 911, WWVB, Toning, etc.
4. Verify that the system is ready to resume production operations.
5. Install the P1 subsystem client on workstations beyond those upgraded by Motorola.

#### **Completion Criteria**

This task is considered complete when each P1 subsystem component upgrade is verified by the Customer to be available to resume production operation.

#### **E. P1 Production Cutover**

Upon verification that the upgraded P1 system is operational and ready to resume production use, Motorola will assist Customer with resuming operations on the upgraded system.

#### **Motorola Responsibilities**

1. Assist Customer staff in resuming production operations on the upgraded system.
2. Provide up to eight hours of on-site support the day each upgraded subsystem component has resumed production use.

#### **Customer Responsibilities**

1. Schedule personnel to support the resumption of production use on the upgraded system.

#### **Completion Criteria**

This task is considered complete upon Tallahassee resuming production operation of each P1 subsystem component.

#### **F. P1 Upgrade Acceptance**

The objective of this task is to certify completion of the P1 subsystem upgrade.

#### **Completion Criteria**

This task is considered complete upon Customer resuming productive use of each affected P1 subsystem component.

**G. Third Party Partner Solution Upgrade Activities**

The objective of this task is to perform the upgrade steps required to install, configure and test those components of the overall solution components provided by third party partner(s). When and if third party partner solution upgrades become available, third party components will be upgraded in the same event as that of a P1 component upgrade. Motorola will apply its best endeavors to coordinate the upgrade of generally available, or applicable, third party vendor solutions so as to minimize the disruption of Tallahassee's operations. However, in such cases where third party partner release schedules do not align, Motorola will work with Customer to devise mutually agreeable schedules. As applicable, Motorola may deliver, test and provide training on those third party partner solutions that Motorola has been authorized to act on behalf of a partner.

**Motorola Responsibilities**

1. Coordinate with each third party vendor to ensure scheduling is in alignment with Motorola's preparatory and on-site upgrade activities.
2. Schedule the activities of each third party partner.
3. Witness third party partner testing of upgraded software.
4. Attend third party partner training of new or changed features/functionality introduced as part of each vendors software application upgrade.
5. Validate Customer's use of the upgraded third party system in a production environment
6. Perform backup of third party system software and data files.
7. Validate that the third party partner upgraded component software functions per each third party vendors release specification.
8. Provide training to Customer trainers on features/functions that may have been introduced by the resulting third party component upgrade.

**Customer Responsibilities**

1. Provide third partners with remote and on-site access to systems enabling each to perform their respective upgrade activities.
2. Attend third party partner features/functions training as needed.
3. Witness third party partner testing of installed upgrade component software.
4. Provide training to users on the features/functions introduced by the third party release version.

**Completion Criteria**

This task is considered complete upon Customer validation that third party components function in accordance with third party vendor release specification.

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**Exhibit F**

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**LIFECYCLE HARDWARE REFRESH & UPGRADE PROFESSIONAL SERVICES  
STATEMENT OF WORK**

**MAINTENANCE AND SUPPORT AGREEMENT**    770                      **TERM:**    11/01/14-10/31/19

**CUSTOMER:**    Leon County, Florida; Leon County Sheriff; City of Tallahassee

**General Information**

The Lifecycle Hardware Refresh and Upgrade Professional Services Statement of Work, Exhibit F, describes the scope of work involved in providing Hardware refresh and Hardware upgrade professional services included in this maintenance and support period for the Public Safety Applications products. The Hardware refresh Hardware upgrade professional services are provided in accordance with the terms and conditions of this Maintenance and Support Agreement and are hereby referred to as "Lifecycle Hardware Refresh and Upgrade Professional Services Statement of Work."

Nothing in this Exhibit is meant to supersede, replace or amend the terms and conditions of this Agreement. Any conflict between the terms of Exhibit F and other parts of the Agreement shall be resolved in accordance with the order of priority set forth in the Maintenance and Support Agreement.

**Scope of Service**

Per the terms of the Agreement, when and if additional or updated hardware components are required or requested, Motorola will install and configure those hardware components as part of the Software upgrade services for the PremierOne suite. Up to 1 upgrade, in a 5 year period beginning after the warranty provided for in the Agreement.

Hardware upgrade activities shall be incorporated into Standard Release professional services upgrade so as to minimize the impact and potential disruption to the Customer operations.

For Hardware Lifecycle Management, commencing 120 days from the anticipate refresh cycle date, Motorola and the Customer will evaluate the existing business operations and the impact it may or may not have on determining the hardware components to be replaced. Things to consider may include:

- Current product needs
- Potential increases or decreases in volume growth (event volume, user volumes, agency volumes, etc.)
- The addition of third party components
- Processing performance needs of the system
- The Customer's storage needs
- Customer plans for expansion

Each of these variables will be considered when architecting the buildup of the replacement hardware components. Motorola will also work with each third party partner to evaluate the needs and impact of replacement hardware components relative to each covered 3<sup>rd</sup> party component. This data coupled with Motorola's evaluation and consideration of PremierOne technical requirements will drive the initial build of materials for the replacement hardware/software components. Motorola will review the initial build of materials with the Customer to ensure agreement that all affected system and subsystem components have been considered and are accounted for in the final build of materials and that the Customer is aware of any impacts to infrastructure that may be introduced by the new hardware/software requirements (things to consider are; sufficient or need to upgrade power, heating or cooling, network bandwidth requirements change, change in the physical space requirements of the hardware components, etc.)

Upon mutual agreement, Motorola will coordinate with the 3<sup>rd</sup> party hardware/software supplier(s) for the delivery of hardware/software components in accordance with the build of materials. Concurrently Motorola will work with the Customer to schedule upgrade activities to occur in accordance with the standard release list of activities to be performed.

**Completion Criteria**

This task is considered complete upon the Customer resuming productive use of PremierOne subsystem components and all 3<sup>rd</sup> party partner solutions affected by the hardware refresh.

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #22

May 12, 2015

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

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

**Title:** Approval to Partner with the Sheriff's Office and the City of Tallahassee in Engaging Gartner, Inc. in Performing a Risk Assessment of the Motorola PremierOne Computer Aided Dispatch (CAD), and Approval of the Associated Budget Amendment Request

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Lead Staff/ Project Team:</b>	Alan Rosenzweig, Deputy County Administrator Pat Curtis, Director, Management Information System

**Fiscal Impact:**

This item has a fiscal impact to the County. The total cost of the assessment is \$140,000 and will be shared equally by the County, Sheriff's Office, and City of Tallahassee. Each entity's cost will be \$46,666. Funds are available in the General Fund contingency account.

**Staff Recommendation:**

Option #1: Approve the County partnering with the Sheriff's Office and the City of Tallahassee in engaging Gartner, Inc. in performing a risk assessment of the Computer Aided Dispatch (CAD) (Attachment #1), and approve the associated Budget Amendment Request (Attachment #2).

## Report and Discussion

### **Background:**

Two times over the past several weeks, a network issue failure resulted in the mobile data terminals to be disconnected from the Motorola PremierOne Computer Aided Dispatch (CAD) software. This exposed a software design flaw in the CAD software that prolonged the mobile data terminal outage for several hours. During these times, the CAD system remained operational. There were no dispatch delays and first responder's mobile mapping capabilities were not affected. These most recent outages were in addition to previous technical issues and unplanned outages experienced by the Motorola PremierOne Computer Aided Dispatch system over the past year.

Leon County places a paramount priority on this system's uncompromised performance. The CDA Board (consisting of the County Administrator, City Manager, and Sheriff) views the entire system as a mission critical system and one that should not experience unplanned disruptions in functionality. There are significant ongoing efforts to ensure the optimal performance of the current engineered solution in place at the CDA.

These efforts notwithstanding, subsequent to the first recent outage, the County Administrator requested that a CDA Board meeting be convened as soon as possible to consider a professional review and risk-assessment of a system transition to an alternative solution(s) to the existing Motorola PremierOne CAD. To address the immediate issues, the County Administrator also requested the technical committee to review and make recommendations for 1) enhanced testing and vulnerability assessments of the existing system, and 2) protocols to expedite the problem identification and system restoration during unplanned outages. The technical committee is in the process of finalizing their review and recommendations.

### **Analysis:**

On May 11, 2015, the CDA Board convened to discuss the County, City, and Sheriff's Office engaging a consulting firm to perform a professional review and risk-assessment of a system transition to an alternative solution(s) to the existing Motorola PremierOne CAD. County, Sheriff, and City information technology professionals sought a proposal from Gartner, Inc. to perform this risk assessment (Attachment #1). The CDA Board discussed the scope of the risk assessment proposal.

***The overall purpose of the study is to have an independent risk assessment, which will result in a recommendation to either continuing to utilize the Motorola PremierOne CAD or to transition to an alternative system.*** Gartner, Inc. is a worldwide leader in information technology research and consulting. Annually, Gartner, Inc. performs over 1,500 consulting engagements delivered by 550 consultants. Gartner's Public Safety and Justice consulting division has worked with numerous first responder agencies throughout North America.

Gartner has indicated they can complete their work prior to the Board of County Commissioner's July meeting, if Gartner is able to begin work by May 18, 2015. The Board's next regularly scheduled meeting is May 26, 2015, which necessitated the need for the Board to consider this matter at the May 12, 2015 meeting.

Gartner has proposed a fee of \$140,000 to perform the risk assessment. Staff recommends that the County, City, and Sheriff's Office share equally in this expense (\$46,666). Gartner's services are available through the State of Florida Department of Management Services State Term Contract for Management Consulting.

Staff recommends the Board approve the County partnering with the Sheriff's Office and the City of Tallahassee in engaging Gartner, Inc. in performing a risk assessment of the Motorola PremierOne CAD (Attachment #1), and approve the associated budget amendment (Attachment #2). The County, Sheriff's Office, and City of Tallahassee jointly own the Motorola PremierOne CAD system. This system is utilized by the Consolidated Dispatch Agency (CDA) to dispatch all law enforcement, fire, and EMS personnel.

**Options:**

1. Approve the County partnering with the Sheriff's Office and the City of Tallahassee in engaging Gartner, Inc. in performing a risk assessment of the Motorola PremierOne Computer Aided Dispatch (CAD) (Attachment #1), and approve the associated Budget Amendment Request (Attachment #2).
2. Do not approve the County partnering with the Sheriff's Office and the City of Tallahassee in engaging Gartner, Inc. in performing a risk assessment of the Motorola PremierOne Computer Aided Dispatch (CAD).
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Gartner, Inc. Motorola PremierOne CAD risk assessment proposal
2. Budget Amendment

<b>CLIENT RESPONSE TO GARTNER RECOMMENDATIONS AS OF 8/28/2015</b>		
<b>GARTNER RECOMMENDATION</b>	<b>STATUS</b>	<b>CLIENT RESPONSE</b>
<b>SECTION A: PERFORMANCE RECOMMENDATIONS (5)</b>		
A1. The Client should define minimally acceptable system performance criteria using the guidelines provided in this report. These should be used to monitor and measure system performance and incorporated into the Motorola maintenance and support agreement.	In Progress	Acceptable system performance criteria was developed by Gartner and presented to Motorola. Negotiated acceptable system performance criteria has been refined and accepted by all parties within a proposed Maintenance and Support Agreement which will be presented to the County Board on 9/15/15 and to the City Commission on 9/16/15.
A2. The Client should monitor system performance against the minimally acceptable system performance criteria for a period of 90-days to establish a baseline of stable system performance.	Pending	A reporting process will be established with the CAD Support Manager to provide status updates to the Technical Sub-Committee and the CDA Director upon the acceptance of the proposed maintenance and support agreement.
A3. The Client should follow the Motorola recommended workstation and server maintenance schedule of weekly workstation reboots, monthly application server reboots and quarterly database server reboots.	Complete	As of July 7, 2015, Motorola's recommended reboot schedule for all workstations and servers have been followed.
A4. The Client should report all system performance related issues, including each occurrence of CAD or mobile workstation errors and any system-wide performance issues to Motorola in order to properly document the nature, frequency and severity of issues and to assist in the identification of root cause.	Complete	As of July 7, 2015, staff has reported all system performance issues and errors to Motorola via Motorola's support ticketing system. Any logs that can be captured are also submitted to Motorola.
A5. The Client should work with Motorola to create a test environment able to simulate production level system loads. The Client should require Motorola to conduct a performance test baseline simulating full production load as part of any major version upgrade before it is released into production.	Pending	Upon execution of the proposed Maintenance and Support Agreement, the requirements to set up a test environment to simulate production level system loads will be developed.
<b>SECTION B: VENDOR MAINTENANCE AND MANAGEMENT RECOMMENDATIONS(6)</b>		
B1. The Client should continue with Motorola only if the Client is able to execute a maintenance and support agreement that defines specific system performance and service level requirements and has associated financial incentives using the guidelines provided in this section of Gartner's report.	In Progress	A proposed Maintenance and Support Agreement has been negotiated and will be presented to the County Board on 9/15/15 and to the City Commission on 9/16/15.
B2. If the Client and Motorola are unable to agree on a suitable maintenance and support agreement, then the Client should continue with Motorola using a standard maintenance and support agreement and immediately begin the process to find a suitable replacement system using a market-based competitive bid process.	Not Applicable	A proposed Maintenance and Support Agreement has been negotiated and will be presented to the County Board on 9/15/15 and to the City Commission on 9/16/15.
B3. The City and Motorola should follow an agreed upon process for creating, documenting and managing support tickets using standardized severity level definitions and escalation policies.	Complete	The processes have been reviewed and verified.
B4. The City and Motorola should institute daily teleconference calls to review open priority issues and develop a transparent and trusting way to communicate findings and actions taken when troubleshooting issues.	Complete	In review of the recommendation, it is believed that weekly conference calls and communications are sufficient. However, during any periods of instability daily communications will be conducted.
B5. The City should assign a dedicated CAD support manager with no other duties besides the management of the CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for tracking and reporting of all CAD issues.	In Progress	The Technical Sub-Committee's Selection Committee has interviewed six candidates. Two candidates have been short listed and brought in for on-site visits of the CDA and further interviewing. Hiring is anticipated to be completed early September.
B6. The Client should require Motorola to complete System Administration training as a condition of signing any maintenance and support agreement.	Complete	System Administration training was completed on August 20, 2015.
<b>SECTION C: SCOPE MANAGEMENT RECOMMENDATIONS (5)</b>		
C1: The City and Motorola should follow a consistent process for defining, prioritizing and tracking open work including issue resolution, maintenance update and enhancements.	Complete	A process has been defined and implemented.
C2: The City and Motorola should agree on specific tasks and timelines for each open issue and report progress regularly.	Pending	This will be implemented and managed by the CAD Support Manager as part of the weekly meetings or teleconferences with Motorola.
C3: The City and Motorola should agree on an issue escalation process that clearly defines how and when issues are reported and escalated and to whom, including both Motorola and the Client stakeholders.	In Progress	An agreed upon issue escalation process has been defined in Exhibit B of the proposed Maintenance and Support Agreement.
C4: The City should use a more formal and structured scope management process for large, complex IT projects to set and manage expectations of both system stakeholders and vendors.	In Progress	The current project management process is being reviewed for application to large, complex IT projects.
C5: Any future major system enhancements, upgrades or new system implementations should include a detailed Statement of Work that includes scope, schedule, deliverables and acceptance criteria.	In Progress	The proposed Maintenance and Support Agreement establishes a structure for the CAD Support Manager to follow as part of the defined project management process.

CLIENT RESPONSE TO GARTNER RECOMMENDATIONS AS OF 8/28/2015		
GARTNER RECOMMENDATION	STATUS	CLIENT RESPONSE
<b>SECTION D: REQUIREMENTS MANAGEMENT RECOMMENDATIONS (3)</b>		
D1: The Client should develop a full set of high-level, outcome-objective based CAD requirements using business owner representatives. These requirements will help to identify actual critical gaps in functionality and can be used to either scope enhancement requests for Motorola or a baseline for any future system procurement.	Pending	The CAD Support Manager will complete this task.
D2: The Client should define observable acceptance criteria for any enhancements or future system deliverables so that clear traceability between the requirement and the delivered software can be maintained.	Pending	This will be a responsibility of the CAD Support Manager.
D3: The Client should prioritize requirements so that system functionality can be delivered incrementally as budget allows.	Pending	The CAD Support Manager will work with the CDA Director and the Technical Sub-Committee to prioritize requirements.
<b>SECTION F: USER ACCEPTANCE TESTING RECOMMENDATIONS (4)</b>		
F1: The Client should create a test environment where full system load testing can be performed using automated tools. Each new release should be fully load tested and tested for expected error conditions under load before being released to production.	Pending	Upon execution of the proposed Maintenance and Support Agreement, the requirements to set up a test environment to simulate production level system loads will be developed.
F2: The Client should create a comprehensive regression test plan for all new releases and where possible automate the regression test using testing tools. The regression test should be periodically reviewed and updated to ensure that the appropriate level of testing is performed on each new release.	Pending	The CAD Support Manager will lead the effort in defining this plan.
F3: The Client should share the regression tests with Motorola and request that Motorola follow the same regression tests before providing new releases to the Client for testing and should not accept any releases that have not been fully regression tested.	Pending	The CAD Support Manager will responsible for this task.
F4: The Client should continue to carefully track regression test errors to improve the quality of each version release.	Pending	The CAD Support Manager will be responsible for this task.
<b>SECTION G: CLIENT SUPPORT RECOMMENDATIONS (8)</b>		
G1: The City should provide a more 'hands-on' and in-depth level of technical system support including system administration and the ability to conduct technical diagnostics and trouble identification (support Level 2 / 3).	In Progress	City ISS is hiring a CAD Support Manager as well as temporarily assigning dedicated desktop support. Pending approval of additional staffing, a dedicated desktop/CAD administrator will be hired.
G2: The City should assign a dedicated CAD support manager who has no other duties besides the management of CAD system support. The CAD support manager should be assigned to work at the CDA and be responsible for the accurate tracking and reporting of all CAD issues.	In Progress	The Technical Sub-Committee's Selection Committee has interviewed six candidates. Two candidates have been short listed and brought in for on-site visits of the CDA and further interviewing. Hiring is anticipated to be completed early September.
G3: The CAD support manager should work with the CDA, Client stakeholders and Motorola to create and track key support performance metrics for both the City and Motorola, and report support performance against those metrics regularly to the CDA Board.	Pending	This will be the responsibility of the CAD Support Manager.
G4: The City should provide centralized provisioning support, including the identification and tracking of all provisioning tasks and requests through its help desk system. Centralized provisioning should be accountable for all provisioning requests, and support end-users who may have provisioning responsibility.	Complete	The current CAD Administrator has been assigned to provide centralized provisioning support.
G5: The City should support centralized management reporting, including the organization of a representative group of stakeholders to cooperatively define data element definitions and the structure and use of standardized reports.	Pending	A position is proposed for this function and will work with a sub-group of the Technical Sub-Committee.
G6: The City should provide additional dedicated support resources, particularly for network infrastructure and system administration, who can aid in the identification, diagnosis and resolution of outstanding issues.	In Progress	Staff is in the process of hiring a dedicated CAD Support Manager and pending approval of recommendations from Gartner regarding additional staffing, dedicated resources for the network and system administration will be assigned to support the CDA.
G7: The City should develop standardized infrastructure health 'checklists' used to identify and validate the health and condition of critical infrastructure components for which it is responsible and provide them as part of routine troubleshooting.	In Progress	The City has hired a qualified, independent vendor to conduct a full assessment on its network. A health checklist is being developed as advised by the vendor. Additionally, a health check for the desktop environment will be scheduled.
G8: The CDA Board should establish support level expectations for the City that include regular reporting of system health against established system performance criteria and clear escalation and notification of priority issues.	To Be Scheduled	The Technical Sub-Committee will work with the CDA Director to establish guidelines for this recommendation and present to the CDA Board for review.

<b>CLIENT RESPONSE TO GARTNER RECOMMENDATIONS AS OF 8/28/2015</b>		
<b>GARTNER RECOMMENDATION</b>	<b>STATUS</b>	<b>CLIENT RESPONSE</b>
<b>SECTION H: TRAINING (2)</b>		
H1: The Client should require Motorola to complete System Administration training and provide required documentation.	Complete	System Administration training was completed on August 20, 2015.
H2: The Client should continue to enhance the Motorola provided training materials making them more specific to and useful for the CDA, where appropriate.	To Be Scheduled	Staff will work with CDA training to accomplish this recommendation.
<b>SECTION I: INFRASTRUCTURE (4)</b>		
I1: The City should invest in and deploy the necessary tools required to actively monitor and troubleshoot the complete end-to-end CAD network performance and connectivity, including the LAN, WAN and RadioIP. The tools should be deployed with sufficient coverage to provide visibility of the complete health and condition of the network from CAD servers to / from any end user device.	In Progress	Monitoring tools have been deployed (SolarWinds). Additional tools may be recommended by the network assessment vendor.
I2: The City should hire an outside, independent network specialist to assess the current network design and performance across all public safety systems and aid in the identification of potential problems and in the development of a network monitoring program.	In Progress	The City and the County have hired qualified, independent vendors to conduct a full assessment on their respective networks. Final written reports are expected from the vendors by early September.
I3: The City should assign a single Network Support Administrator to be accountable for the maintenance and support of the CAD network.	Pending	Pending approval of a recommended staffing plan, the City will hire a dedicated network support administrator for the CAD network.
I4: The City should work to create a network health checklist that can be used to definitively establish the health of the network at any given time, and in particular when issues of slowness or connectivity are reported. This should include both observable connectivity tests as well as reports from network monitoring tools before, during and after the time issues are reported.	In Progress	The City has hired a qualified, independent vendor to conduct a full assessment on its network. A health checklist is being developed as advised by the vendor. Additionally, a health check for the desktop environment will be scheduled.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #23

September 15, 2015

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

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

**Title:** Acceptance of a Status Report on Swimming Lessons, Including Infant Water Survival Instruction, as a Home Occupation

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management Ryan Culpepper, Director, Development Services Division
<b>Lead Staff/ Project Team:</b>	Shawna Martin, Senior Planner, Development Services Division

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the status report and direct staff to take no further action regarding amending the Home Occupation Ordinance to allow swimming lessons, including infant water survival instruction, as a home occupation.

## **Report and Discussion**

### **Background:**

On April 3, 2015, Leon County Code Enforcement received a complaint regarding a home-based swimming lessons business at a residence on 7551 Skipper Lane, owned by Missy and Raul Das. The property is zoned Residential Preservation and is located outside the Urban Services Area. An inspection was performed on April 3, 2015, and, at that time, staff found no evidence of a violation; however, staff did observe that gravel and parking stops had been added in the front yard to create parking spaces with an intensity indicative of a commercial use. Information available online confirmed a business at the 7551 Skipper Lane address, and a follow-up inspection performed after hours on April 22, 2015, confirmed violations of the Home Occupation Ordinance (Section 10-6.803(c) of the Leon County Land Development Code).

A Notice of Violation was sent to the property owners on April 27, 2015, requesting the owners cease activities associated with the business being conducted on the premises outside the principle dwelling. On April 29, 2015, the property owners contacted staff and advised they were cancelling all future swim lessons at the home. Compliance inspections were conducted between May 7, 2015 and June 3, 2015, at which time the property owners were found to be in compliance. The code enforcement case was closed on June 18, 2015.

On June 23, 2015, Mr. Raul Das spoke at the Commission meeting requesting review of options for allowing swimming lessons (in particular, infant water survival instruction) to be conducted at a private home. In response to this request, the Board requested an agenda item to evaluate current guidelines and potential alternatives.

### **Analysis:**

Infant swimming lessons, as a subcomponent of infant water survival instruction, are designed to train children to survive in the event that they accidentally fall into the water unattended. Today, the most well-known infant swimming program is Infant Swimming Resource (ISR). ISR survival training programs use certified instructors to augment the reflexive swimming techniques of infants and children. Through these programs, infants and children are trained to maintain a back float position while adopting a breathing pattern, while children over the age of one will learn how to swim to safety. Students may even learn procedures in full clothing to simulate an actual fall into the water. ISR lessons typically run five days a week for only ten minutes each day. According to ISR, a child should be able to float after four to six weeks of instruction.

The complaint filed for the property at 7551 Skipper Lane regarding infant water survival instruction was mainly in regards to the noise and the increase in parking and traffic volume at that location. Not all children, especially younger children, enjoy infant swimming lessons; they cry, are uncomfortable, and struggle with the experience. Older children learning to swim are less prone to crying and screaming. Additionally, with the 10-minute lessons, back-to-back for several hours and sometimes from morning until night, the likelihood of an almost constant stream of noise is more probable, as has been noted by the adjacent property owners.

In conjunction with these complaints of excessive noise, neighbors noted an increase in traffic and parking on and off-site. With back-to-back lessons being scheduled, parents are typically arriving early to dress their children and ensure they are on time for their lessons, which can lead to an accumulation of vehicles on the property at any one given time.

To determine whether swimming lessons, including infant water survival instruction, are appropriate as a home occupation in a residential neighborhood, staff researched the land development codes of numerous jurisdictions comparable in size to Leon County to determine how home occupations were being defined and regulated. Staff found that other jurisdictions, including the counties of Marion, Manatee, St. Lucie, Osceola, Escambia, Lake, St. Johns, Okaloosa and Clay, limited home occupations to a small percentage of the floor area of the principal structure, which would preclude providing swim lessons as a home occupation. The City of Tallahassee's regulations regarding home occupations mirrors the County in that it does not allow home occupation activities outside of the principal structure.

Additionally, staff researched jurisdictions larger than Leon County, which specifically addressed home-based swimming lessons or had taken the topic to their commissions/councils. In particular, staff personally spoke with staff at the City of Ormond Beach and the Village of Royal Palm Beach, as both recently brought agenda items before their commissions/councils for discussion regarding allowing infant water survival instruction as a home occupation. The City of Ormond Beach adopted an Ordinance in 2012 that permitted water survival instruction (including infants), but only as a conditional use and with very specific criteria that were intended to preserve the "peace and serenity" of single-family neighborhoods. The criteria enacted included minimum lot size requirements, not allowing the use in a recorded subdivision, requiring the setting to be rural in nature, limiting the hours of instruction, requiring the instructor to have liability insurance, and requiring 15-minute breaks between lessons. Ormond Beach staff stated that many applications had been denied due to not meeting the minimum lot size requirements. The City's Neighborhood Improvement Department (code compliance) works on a complaint-driven basis; therefore, there is no way of ensuring that the limitations placed on hours of instruction and breaks between students are enforced unless a complaint is received that could be validated.

The Village of Royal Palm Beach also reviewed the option of allowing swim lessons as part of their Home Occupation Ordinance in 2011. In response to the Village Council's direction, staff prepared regulations that included the instructor have liability insurance, limitations on the number of cars associated with the lessons at the home, limited hours of operation, required screening provisions, and limited noise levels. The Local Planning Agency voted 5-0 to deny the Ordinance for the reason that "home swim instruction" would be too disruptive to neighborhoods. The Village Council agreed with the Local Planning Agency recommendation and chose not to adopt changes to their Home Occupation Ordinance to allow swimming lessons.

### **Opportunities for Infant Water Survival Instruction**

Through research and conversations with other jurisdictions, there appears to be other opportunities for infant water survival instruction to continue in the County without permitting the use as a home occupation. Staff conferred with the City of Tallahassee Parks and Recreation Department regarding opportunities for allowing these types of lessons to be conducted at City pools. The City currently offers swim instruction to infants as young as six months in a small, group lesson style. The Area Tallahassee Aquatic Club (ATAC) has a program called “Tallahassee Swim School” that hosts private and semi-private lessons. The City’s Parks, Recreation and Neighborhood Affairs Department Director indicated that City pools are largely at capacity in regards to hosting additional swim lessons; however, they are open to having a conversation with any instructor wishing to explore opportunities at City pools.

Another opportunity for instructors to conduct infant water survival instruction, that does not create the degree and magnitude of nuisance documented with the Skipper Lane code case, is for instructors to host lessons at a student’s home. Many parents seeking these types of lessons for their children have pools of their own or live in an environment that directly exposes their child to water. With instructors travelling to the homes of different students to conduct lessons throughout the day, the noise and traffic nuisances created by hosting students back-to-back at one location would be eliminated.

Another “out of the box” opportunity for water survival instruction is taking advantage of under-utilized pools throughout the City and County, such as those at apartment complexes, condominiums, or HOA pool facilities, hotels/motels, YMCAs, and other commercial fitness facilities. Additionally, swim instructors in one jurisdiction had creatively rented warehouse space and erected an above-ground pool inside for conducting water survival lessons. The same jurisdiction stated that another known instructor was renting the pool from a local hotel for swim instruction.

### **Issues with Allowing Swimming Lessons as a Home Occupation**

As noted previously, there are numerous concerns regarding the allowance of swimming lessons, specifically infant water survival instruction, as a home occupation. The back-to-back concentration of lessons and associated traffic volumes and noise in a residential setting creates off-site impacts similar to that of a small commercial business. The parking area that is required to accommodate upwards of eight or more cars, as observed in the Skipper Lane code case, does not meet the intent of the Home Occupation Ordinance. The intent of the Ordinance is to support home-based businesses within the confines of the principal structure, and that the businesses are subordinate to the residential use of the property and do not negatively affect residential livability.

Additionally, the noise emanating from this type of instruction can disrupt the peacefulness of a neighborhood on a greater scale than residents enjoying their own pool or hosting an occasional pool party at their home. Swimming lessons, including infant water survival instruction, can create excessive and continual noise all day long for months on end. There is sufficient evidence in the United States that environmental noise may pose a general public health risk. Noise sources in residential areas are on the rise and quality of life is affected when residents’ daily lives, in particular older residents, are interrupted by noise sources that are considered annoying. Commercial scale activities within the residential environment only exacerbate noise pollution issues.

Therefore, based on the analysis provided, staff does not recommend amending the Home Occupation Ordinance to allow swimming lessons, including infant water survival instruction, as a home occupation, as it will be too disruptive to neighborhoods and residents' quality of life.

**Options:**

1. Accept the status report and direct staff to take no further action regarding amending the Home Occupation Ordinance to allow swimming lessons, including infant water survival instruction, as a home occupation.
2. Accept the status report and provide staff further direction regarding swimming lessons, including infant water survival instruction, as a home occupation.
3. Board direction.

**Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #24**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #24

September 15, 2015

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

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

**Title:** Authorization to Amend the FY 2014-15 Primary Healthcare Contracts with Bond Community Health Center and Neighborhood Medical Center

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn D. Calabro, Director, Office of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Rosemary Evans, Financial Compliance Manager

### **Fiscal Impact:**

This item has no fiscal impact to the County. Bond Community Health Center and Neighborhood Medical Center have requested reallocations from existing mental health and dental funding to support primary care visits.

### **Staff Recommendation:**

- Option #1: Authorize staff to draft an amendment to the FY 2014-15 Primary Healthcare Contract with Bond Community Health Center that reallocates \$33,840 in mental health funding to primary care, in a form approved by the County Attorney, and authorize the County Administrator to execute.
- Option #2: Authorize staff to draft an amendment to the FY 2014-15 Primary Healthcare Contract with Neighborhood Medical Center that reallocates \$80,000 in dental funding to primary care, in a form approved by the County Attorney, and authorize the County Administrator to execute.

## Report and Discussion

### **Background:**

On August 19, 2015, the County received a request from the CEO of Bond Community Health Center (Bond) to utilize the remainder of Bond's mental health funding for primary care, as it has exhausted its primary care funding for FY 2014-15.

On August 27, 2015, a request was received from the CEO of Neighborhood Medical Center (NMC) to relieve the restrictions on NMC's dental funding and allow this funding to be used for primary care. NMC has exhausted its primary care funding for FY 2014-15.

### **Analysis:**

#### *Bond Community Health Center*

Bond is requesting a reallocation of its mental health funding to be reallocated for primary care visits in response to the needs of its patients for primary care services. Bond was allocated \$368,000 through the Primary Healthcare Program for FY 2014-15 (\$318,000 primary care and \$50,000 for mental health) and has utilized all \$318,000 of its primary care funding.

Bond has \$33,840 (of \$50,000) remaining in mental health funding and is requesting that these funds be reallocated for primary care. Bond employs social workers and case managers to provide some mental health services; however they do not currently employ a psychiatrist or psychiatric ARNP. Bond works closely with Apalachee Center and other providers to meet patients' mental health needs when it is beyond the scope of their staff. Patients are referred to Apalachee Center to receive care and therefore Bond has not utilized most of its mental health funding for FY 2014-15.

#### *Neighborhood Medical Center*

NMC has seen an increase in patient volume and has therefore exhausted its primary care funds of \$548,097 before the end of FY 2014-15. NMC has \$143,125 remaining in dental funding and \$54,720 remaining in mental health funding. NMC requested that \$80,000 of the \$143,125 remaining for dental funding be reallocated to its primary care funding.

NMC has not seen the expected numbers of dental visits for Leon County patients. Transportation to and from the Havana dental clinic is provided, however patients have not availed themselves of these services in the numbers previously anticipated by NMC. To combat this issue, NMC recently started providing dental screening services at the Kearney Center and the Orange Avenue clinic. Follow-up treatment is done at the Havana dental clinic with transportation provided. Seeing patients at these two locations for initial screening services has increased the rate at which patients follow through with the recommended treatment.

### *Summary*

Staff recommends proceeding with the requested amendments to ensure the maximum number of primary care visits can be accomplished during the current fiscal year. For next fiscal year, there will be two discrete funding pools, one for primary healthcare and one for mental health. Dental is contemplated as part of the primary healthcare pool reimbursement at the same rate as there is only one existing provider.

**Options:**

1. Authorize staff to draft an Amendment to the FY 2014-15 Primary Healthcare Contract with Bond Community Health Center that reallocates Bond's remaining mental health funding to primary care, in a form approved by the County Attorney, and authorize the County Administrator to execute.
2. Authorize staff to draft an Amendment to the FY 2014-15 Primary Healthcare Contract with Neighborhood Medical Center that reallocates \$80,000 in dental funding to primary care, in a form approved by the County Attorney, and authorize the County Administrator to execute.
3. Do not authorize staff to amend the FY 2014-15 Primary Healthcare Contracts with Bond Community Health Center and Neighborhood Medical Center.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #25**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #25

September 15, 2015

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

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

**Title:** Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of \$1,991,833 for Construction of Phase 1 Magnolia Multi-use Trail and City Utility Improvements

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Katherine Burke, P.E., Acting Director of Public Works
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, PMP, Purchasing Director

**Fiscal Impact:**

This item has a fiscal impact. All funding for this project has been realized in the Capital Improvement budget through previous Board action. Funding for the County's portion of the construction of the multi-use trail (\$684,448) is being provided by the Florida Department of Transportation (FDOT) through a Local Agency Program Agreement. The Water and Wastewater utility work is funded through separate Joint Project Agreements with the City of Tallahassee and Blueprint 2000. The City will provide funding for the upgrades to the utility work (\$939,104), in addition to \$40,000 for the standard County Utility Placement Permit. The utility relocation and irrigation work (\$368,281) is included in the \$6,150,000 provided by Blueprint 2000 for construction of the project.

**Staff Recommendation:**

Option #1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$1,991,833 for the Phase 1 Magnolia Drive improvements (Attachment #1), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

The provision of sidewalk and bike lanes on the Magnolia corridor between South Adams and Apalachee Parkway has been a Board priority for many years. Understanding the priority, staff prepared a constructability review, ordered survey, and developed concept plans for a 10-foot multi-use trail on the south and east side of Magnolia Drive from South Meridian to Chowkeebin Nene.

In June 2014, staff was advised by the Capital Region Transportation Planning Agency (CRTPA) that significant FDOT funding was available for construction of a portion of Magnolia Drive, if the funds could be encumbered by June 30, 2015. Encumbering the funds from FDOT's perspective was completion of final plans and specifications ready to bid and approved by the Department.

At the January 27, 2015 meeting, the Board approved a LAP Agreement with FDOT to include up to \$861,802 in grant funding for construction of a 10-foot multi-use trail on Magnolia Drive from South Meridian to Pontiac with landscaping and amenities. This section of the roadway corridor most closely matched the FDOT funding available, which met the FDOT's criteria for completing a loop by connecting sidewalks on Meridian and Pontiac along Magnolia Drive.

Also, at the January 27, 2015 meeting, the Board approved the JPA with the City for Utility Relocations and Replacements within Phase 1 of the Magnolia Drive project for \$1.1 million (Attachment #2). The JPA stipulates that all utility costs are paid by the City, along with a \$40,000 fee for the standard County Utility Placement Permit.

At the April 1, 2015 Blueprint 2000 Intergovernmental Agency (IA) meeting, the IA approved, and the Board subsequently accepted on May 12, 2015, the use of \$6,150,000 for the implementation of the multiuse trail project. Additionally, the IA authorized Blueprint 2000 to include the City's utility relocation and irrigation costs in the \$6 million allocated to the County, thereby reducing the City's obligations under the JPA. All remaining utility costs remain the City's responsibility. In order for the County to be fully covered for the utility expenses and the City sole source irrigation costs, a JPA with Blueprint 2000 is required. An executed copy of this JPA is attached (Attachment #3), which covers the entire Magnolia corridor project, not just Phase 1.

Since this is a LAP-funded project, FDOT has a specific process to review and approve the plans and specifications to provide assurance that all the federal procurement procedures and requirements were being followed and properly incorporated into the bid solicitation.

On June 3, 2015, the County received FDOT authorization to release Phase 1 for advertisement (Attachment #4).

FDOT has reviewed the bids, and on August 13, 2015, provided a concurrence letter to award the bid to Allen's Excavation, Inc. as the lowest responsive bidder (Attachment #5). With FDOT concurrence, the basis for award was clearly established as the aggregate total of the base bid with the two alternates.

**Analysis:**

An Invitation to Bid for the Magnolia Drive Multi-use Trail Project and City Utility Improvements was advertised locally on June 17, 2015. A total of 364 vendors were notified through the automated procurement system. Seventy vendors requested bid packages, and the County received seven bids on July 28, 2015.

The lowest responsive bidder was Allen's Excavation, Inc. for an estimated bid price of \$1,991,833 (Attachment #6), which is the aggregate total of the multi-use trail work (\$684,448), irrigation work (\$10,700), and the City's utility work (\$1,296,685). The second lowest bidder was Dowdy Plumbing at \$2,093,000, which includes the multi-use trail work (\$810,406), irrigation work (\$23,319), and the City's utility work (\$1,259,276). The difference between the lowest and second lowest bidders is \$101,167. This is a unit price contract and the contractor will be paid based on the actual quantity used for each individual pay item.

A breakdown of the funding for this bid is summarized as follows:

- FDOT LAP Agreement of \$861,802 will fully cover the costs of the multi-use trail work of \$684,448, also providing some leeway for overages.
- The JPA with the City of Tallahassee will fund \$939,104 in funding for the utility upgrades. A breakout of these costs is included in Attachment #7. Additionally, as part of the JPA, the City will also pay a separate \$40,000 fee for the standard County Utility Placement Permit.
- Blueprint will cover the \$10,700 irrigation costs and the City's utility relocation costs of \$357,581. These funds are included in the \$6.1 million previously allocated to the Board by Blueprint.

Due to the federal funding provided by FDOT through the LAP Agreement, the County's local preference requirements are superseded with Federal Equal Opportunity goals, as well as wage and hour requirements.

Staff is recommending award of the bid to Allen's Excavation, Inc. with an estimated start in October/November 2015 and completion by May/June 2016.

**Options:**

1. Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$1,991,833 for the Phase 1 Magnolia Drive improvements (Attachment #1), and authorize the County Administer to execute.
2. Do not approve the Agreement awarding the bid to Allen's Excavation, Inc. in the amount of \$1,991,833 for the Phase 1 Magnolia Drive improvements.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Agreement
2. Joint Project Agreement with City
3. Joint Project Agreement with Blueprint
4. FDOT approval of contract documents
5. FDOT concurrence to award contract
6. Bid Tabulation Sheet
7. Utility Replacement/Upgrade Cost Breakout

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ALLEN'S EXCAVATION, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County services related to Magnolia Drive in accordance with: 1) Magnolia Drive Multi-Use Trail Project, Bid# BC-07-28-15-43 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing 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. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred eighty (180) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

### 4. 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 unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS TO THE GENERAL CONTRACTOR

- A. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, the 10% retainage shall be reduced to 5% at 50% completion of the work.
- B. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the General Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to General Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.
- C. Payments to Subcontractors - The General Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The General Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- D. Delayed Payments by Owner - If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor, then the General Contractor may, upon fourteen (14) additional days advance written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- E. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the Owner on each occasion).

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: George Su  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, FL 32308  
Telephone: 850-606-1500  
E-mail: sushin@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:  
Street Address:  
City, State, Zip Code:  
Telephone:  
E-mail:

C. Proper form for a payment request for this contract is:

For the purposes of this section, the term "Agent" shall refer to the Engineer when the County (Owner) has engaged their professional services an to serve as an Agent for a project. In those instances when no Agent has been retained for the project, the County shall provide services as Agent with its own staff.

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Agent/Owner a comprehensive list of items to be completed or corrected prior to final payment. For contracts less than \$10 million in value, the list must be developed within 30 calendar days of substantial completion. For contracts more than \$10 million in value, the list must be developed within 30 calendar days of substantial completion unless the parties agree in writing to extend it up to 60 days. Failure to include an item on such list does not alter the responsibility of the contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Agent/Owner will make an inspection to determine whether the Work or designated portion is substantially complete. If the Agent/Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, it shall be added to the list and the Contractor shall, before the issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Agent/Owner. In such case, the Contractor shall then submit a request for another inspection by the Agent/Owner to determine Substantial Completion.

Upon completion or correction of all the items on the list, the Contractor may submit a payment request for all remaining retainage. The County may withhold up to 150% of the cost of any incomplete items.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

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

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be 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 is 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.

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 of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically identified by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_,

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Principal)

By:  
(As Attorney-In-Fact)

(Name of Surety)

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.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see **Exhibit B**, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (**Exhibit B**), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the 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 paragraph 1 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. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities,

goods, and services of the provider 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 provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. 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 if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his 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 cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- b. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- c. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

- 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- d. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

21. 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.

22. 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 the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. 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 the bid, Contractor shall obtain the prior written consent of the County.

24. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. 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.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

- Exhibit A - Solicitation Document
- Exhibit B - Contractor Response
- Exhibit C - Tabulation Sheet

**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

ALLEN'S EXCAVATION, INC.

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

By: \_\_\_\_\_  
President or designee  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Bob Inzer, Clerk of the Circuit Court & Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esquire  
County Attorney



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

### Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THIELE

County Attorney

**Bid Title: Magnolia Drive Multi-Use Trail**

**Bid No: BC-07-28-15-43**

**Opening Date: Tuesday, July 28, 2015 @ 2:00 p.m.**

**Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308**

### I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-07-28-15-43  
Board of County Commissioners  
Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Magnolia Drive Multi-Use Trail Project  
 Bid No: BC-07-28-15-43  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

PURPOSE:

Leon County is seeking the services of a qualified vendor to construct a Multi-Use Trail project located in Section 7, Township 1 South, Range 1 East, in Leon County, Florida. The project limits is along the south side of Magnolia Drive from Meridian Street to Pontiac Drive as indicated on the plans. The scope of work to be performed under this bid will include construction of a 10' wide, 6" thick concrete multi-use trail, a storm sewer collection system, water and wastewater replacement, roadway reconstruction, curb and gutter installation, landscape planting, and all associated improvements as shown on the construction plans. The Job will be completed in two phases.

Bidders are to provide completed Unit Price Worksheets in written form as well as an electronic copy in CD format. The Unit Price Worksheets are available in Excel file format on the Leon County Purchasing Division web site at: <http://www.leoncountyfl.gov/Purchasing/SupplementalSolicitationDocuments>.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
June 17, 2015	Release of the ITB
July 8, 2015 at 10:00AM	<b>MANDATORY PRE-BID MEETING:</b> Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 followed by a field review on-site.
<b>Not later than:</b> July 10, 2015 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> July 28, 2015 2015 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Bid Title: Magnolia Drive Multi-Use Trail Project  
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Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

#### ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

#### PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

#### REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division on Procurement Connect in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division or online through Procurement Connect may cause your submittal to be rejected as non-responsive.

Bid Title: Magnolia Drive Multi-Use Trail Project  
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#### CONTRACTOR'S QUALIFICATIONS

The Primary Contractor must be certified by Florida Department of Transportation in any work class when either the primary or subcontractor must be pre-qualified in Underground Utility work by the State (either certified by the Department of Business and Professional Regulation or pre-qualified by the Department of Transportation). Copies of both the contractor's and any proposed subcontractors' Certificate of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate certifications in the fashion described can result in the rejection of bid.

#### PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

#### REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

#### RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open the bids will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

#### WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

#### AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

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Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

#### PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

#### BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

#### UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

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#### EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

#### INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements 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.

2. 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.

3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

Bid Title: Magnolia Drive Multi-Use Trail Project  
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1. 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.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. 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.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. 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.*

6. 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 of the requirements stated herein.

**AGREEMENT:**

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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

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PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

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.

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### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred eighty (180) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to the FDOT's Standard Specifications for Road and Bridge Construction, January 2015 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

### EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
  - (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and
  - (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
    - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
    - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

### PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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### STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

### AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. 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 contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, 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 contract.
3. Upon completion or termination of the contract 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 paragraph 1& 2 above.
4. 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.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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#### TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract 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 if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

#### WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

#### WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an 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 representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

#### PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

#### ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

#### INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

#### PENALTIES:

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

#### ATTACHMENTS

Attachment #1	Technical Specifications
Attachment #2	City of Tallahassee Technical Specifications for Water and Sewer Construction dated 12/2014
Attachment #3	Construction Plans – Phase I dated 5/4/2015 <sup>1</sup>
Attachment #4	Local Agency Program Construction Requirements for CR 265 Magnolia Drive Multi-Use Trail
Attachment #5	FDOT District 3 LAP Specifications for Magnolia Drive Multi-Use Trail
Attachment #6	Pricing Sheet for Magnolia Drive Multi-Use Trail Project
Attachment #7	Draft Contract

Note<sup>1</sup>: This solicitation is for Phase I of the Magnolia Multi-Use Trail project. The County has provided a complete set of plans to the Office of Development and Environmental Support for the entire project. Attachment #3 contains only the pages of the plans that relate to Phase I of this project, therefore, do not be concerned if the page numbering on the plans appears to have missing pages, this is intentional.

#### BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Affidavit Immigration Laws
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Contractor's Business Information Form
- \_\_\_\_\_ Non Collusion Affidavit
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Applicable Licenses/Registrations
- \_\_\_\_\_ Forms required by attachments

**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	_____
	(Firm Name)
BY	_____
	(Authorized Representative)
	_____
	(Printed or Typed Name)
ADDRESS	_____
	_____
EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials  
Addendum #2 dated \_\_\_\_\_ Initials  
Addendum #3 dated \_\_\_\_\_ Initials

**BID TOTALS FROM UNIT PRICE SHEET:**

Base Bid:     \$ \_\_\_\_\_  
Alternate 1:   \$ \_\_\_\_\_  
Alternate 2:   \$ \_\_\_\_\_

**NOTE: This document may be downloaded in Excel format from**  
<http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**MULTI-USE TRAIL CONSTRUCTION**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
101-1	Mobilization	1	LS		\$ -
102-1	Maintenance of Traffic	160	DAY		\$ -

**EROSION CONTROL**

104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	3,153	LF		\$ -
104-18	Inlet Protection	36	EA		\$ -

**DEMOLITION**

110-3	Removal of Existing Structure (conc. & riprap walls)	1,600.00	SF		\$ -
110-4	Removal of Existing Pavement (conc. & asphalt drwnys)	1,333.33	SY		\$ -
1050-16005	Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	711	LF		\$ -

**EARTHWORK**

110-1-1	Clearing and Grubbing	1.67	LS/AC		\$ -
120-72	Gravel Fill (for Exfiltration System)	545	CY		\$ -
125-1	Excavation for Structures (for Exfiltration System)	2,129	CY		\$ -

**PAVEMENT AND CONCRETE**

522-2	Concrete Sidewalk and Driveways 6"	3,356	SY		\$ -
400-0-11	Concrete Class NS, Gravity Wall & Endwall	79	CY		\$ -
520-1-10	Concrete Curb & Gutter, Type F	2,700	LF		\$ -
530-1	Sand-Cement Conc. Riprap for patching and connecting to existing wall	4	CY		\$ -
337-7-30	1" SP9.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY		\$ -
285-709	6" SP12.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY		\$ -

**DRAINAGE**

425-1351	P-5 and P-6 Curb Inlet Drainage Structures	13	EA		\$ -
425-2-61	P-8 Manhole Drainage Structures	20	EA		\$ -
425-1-521	Type C Inlet Drainage Structures	2	EA		\$ -
430-984-125	Mitered End Sections	1	EA		\$ -
430-174-124-1	24" Perforated HDPE Pipe	1,643	LF		\$ -
430-174-130-1	30" Perforated HDPE Pipe	273	LF		\$ -
430-174-115	15" RCP	31	LF		\$ -
430-174-118	18" RCP	198	LF		\$ -
430-174-124-2	24" RCP	46	LF		\$ -
430-174-130-2	30" RCP	67	LF		\$ -
430-174-136	36" RCP	10	LF		\$ -
430-175-204	38" x 60" ERCP	49	LF		\$ -

**INCIDENTAL CONSTRUCTION**

710-11123	Painted Pavt Mark, STD, White, Solid, 12"	360	LF		\$ -
710-11125	Painted Pavt Mark, STD, White, Solid, 24"	90	LF		\$ -
700-1-11	Single Post Sign, F&I GM ((2) Stop Sign Posts)	6	AS		\$ -
700-3201	Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	6	EA		\$ -
515-2211	Pedestrian/Bicycle Railing, Steel, 42" Type 1	50	LF		\$ -
LC-001	NPDES (Non-Participating by FDOT/FHW)	1	LS		\$ -
LC-002	Construction Layout / Surveying (staking limits of const., etc) (Non-Participating by FDOT/FHW)	1	LS		\$ -
LC-003	As-Built survey (Non-Participating by FDOT/FHW)	1	LS		\$ -
0110-15	Tree Mitigation (Non-Participating by FDOT/FHWA)	1	LS		\$ -
LC-007	Tree Protection Barricades	1,150	LF		\$ -

**LANDSCAPING**

570-1-2	Performance Turf (Sod)	2,200	SY		\$ -
LC-004	Conduit for future Lighting	1	LS		\$ -
LC-005	Landscaping (30 street trees)	1	LS		\$ -

**TOTAL** \$ -

**ALTERNATE #1 - IRRIGATION (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
LC-006	Irrigation for Trees	1	LS		\$ -

**TOTAL** \$ -

**ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
<b>GENERAL SITE WORK</b>					
101-1	Mobilization	1	LS		\$ -
102-1	Maintenance of Traffic	90	DAY		\$ -
COT-025	Temporary Access to Apartment Complex	1			\$ -
	As-Built Survey / Record Drawings	1	LS		\$ -
COT-026	Tree Protection Barricades	756	LF		\$ -

**NOTE: This document may be downloaded in Excel format from <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>**

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	2772	LF		\$ -
110-1-1	Clearing and Grubbing	0.88	LS/AC		\$ -
570-1-2	Performance Turf (Sod)	4239	SY		\$ -
1050-18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, and Fill	3940	LF		\$ -
1050-16004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	3582	LF		\$ -
1060-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA		\$ -
<b>ASPHALT PAVEMENT REPLACEMENT FOR WATER &amp; SEWER PIPES AND STRUCTURES</b>					
285-709	2" SP12.5	9136	SY		\$ -
210-1-1	12" Limerock Base	9136	SY		\$ -
160-4	12" Type B Stabilization	9136	SY		\$ -
<b>ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY</b>					
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY		\$ -
285-709	2" SP12.5	9538	SY		\$ -
710-90	Pavement Markings	1	LS		\$ -
<b>POTABLE WATER</b>					
COT-001	6" Water Main Pipe	117	LF		\$ -
COT-002	8" Water Main Pipe	115	LF		\$ -
COT-003	12" Water Main Pipe	2029	LF		\$ -
COT-004	6" Gate Valve & Box	6	EA		\$ -
COT-005	8" Gate Valve & Box	4	EA		\$ -
COT-006	12" Gate Valve & Box	8	EA		\$ -
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA		\$ -
COT-008	Connect to Existing WM (12")	4	EA		\$ -
COT-009	6" Fire Hydrant Assembly (Includes Gate Valve & Box)	5	EA		\$ -
COT-010	Water Service (Single Meter)	16	EA		\$ -
COT-011	2" Ball Valve & Box	2	EA		\$ -
COT-012	12" x 6" TS&V	1	EA		\$ -
<b>SANITARY SEWER</b>					
COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF		\$ -
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF		\$ -
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA		\$ -
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA		\$ -
COT-024	8" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA		\$ -
<b>TOTAL</b>					\$ -

**GRAND TOTAL**

**\$0.00**

**NOTE:** The Pay Items for NPDES, Construction Layout/Surveying (staking limits of construction, etc.), As-Built survey, Tree Mitigation, Irrigation for

**ORIGINAL**

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Allen's Excavation Inc.

(Firm Name)

BY

Allen Weldon

(Authorized Representative)

Allen Weldon

(Printed or Typed Name)

ADDRESS

6903 Woodville Hwy  
Tallahassee FL 32305

EMAIL ADDRESS

nhall.allens.exc@hotmail.com

TELEPHONE

850-421-6872

FAX

850-421-2391

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 7/8/15 Initials NH

Addendum #2 dated 7/17/15 Initials NH

Addendum #3 dated 7/21/15 Initials NH

Addendum #4 dated 7/24/15 Initials NH

**BID TOTALS FROM UNIT PRICE SHEET:**

Base Bid: \$ 684,447.62

Alternate 1: \$ 10,700.00

Alternate 2: \$ 1,296,685.35

**TOTAL \$1,991,832.97**

ONE MILLION NINE HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND NINETY SEVEN CENTS



**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**MULTI-USE TRAIL CONSTRUCTION**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
101-1	Mobilization	1	LS	\$ 29,713.50	\$ 29,713.50
102-1	Maintenance of Traffic	160	DAY	\$ 86.00	\$ 13,760.00

**EROSION CONTROL**

104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	3,153	LF	\$ 2.50	\$ 7,882.50
104-18	Inlet Protection	36	EA	\$ 49.00	\$ 1,764.00

**DEMOLITION**

110-3	Removal of Existing Structure (conc. & riprap walls)	1,600.00	SF	\$ 7.25	\$ 11,600.00
110-4	Removal of Existing Pavement (conc. & asphalt drwys)	1,333.33	SY	\$ 8.00	\$ 10,666.67
1050-16005	Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	711	LF	\$ 12.50	\$ 8,887.50

**EARTHWORK**

110-1-1	Clearing and Grubbing	1.67	LS/AC	\$ 7,885.00	\$ 13,167.95
120-72	Gravel Fill (for Exfiltration System)	545	CY	\$ 45.00	\$ 24,525.00
125-1	Excavation for Structures (for Exfiltration System)	2,129	CY	\$ 9.00	\$ 19,161.00

**PAVEMENT AND CONCRETE**

522-2	Concrete Sidewalk and Driveways 6"	3,356	SY	\$ 41.75	\$ 140,113.00
400-0-11	Concrete Class NS, Gravity Wall & Endwall	79	CY	\$ 725.00	\$ 57,275.00
520-1-10	Concrete Curb & Gutter, Type F	2,700	LF	\$ 14.25	\$ 38,475.00
530-1	Sand-Cement Conc. Riprap for patching and connecting to existing wall	4	CY	\$ 500.00	\$ 2,000.00
337-7-30	1" SP9.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 10.50	\$ 3,055.50
285-709	6" SP12.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 54.00	\$ 15,714.00

**DRAINAGE**

425-1351	P-5 and P-6 Curb Inlet Drainage Structures	13	EA	\$ 3,445.00	\$ 44,785.00
425-2-61	P-8 Manhole Drainage Structures	20	EA	\$ 2,800.00	\$ 56,000.00
425-1-521	Type C Inlet Drainage Structures	2	EA	\$ 1,850.00	\$ 3,700.00
430-984-125	Mitered End Sections	1	EA	\$ 925.00	\$ 925.00
430-174-124-1	24" Perforated HDPE Pipe	1,643	LF	\$ 53.00	\$ 87,079.00
430-174-130-1	30" Perforated HDPE Pipe	273	LF	\$ 63.00	\$ 17,199.00
430-174-115	15" RCP	31	LF	\$ 57.50	\$ 1,782.50
430-174-118	18" RCP	198	LF	\$ 60.00	\$ 11,880.00
430-174-124-2	24" RCP	46	LF	\$ 67.75	\$ 3,116.50
430-174-130-2	30" RCP	67	LF	\$ 84.00	\$ 5,628.00
430-174-136	36" RCP	10	LF	\$ 178.25	\$ 1,782.50
430-175-204	36" x 60" ERCP	49	LF	\$ 214.00	\$ 10,486.00

**INCIDENTAL CONSTRUCTION**

710-11123	Painted Pavt Mark, STD, White, Solid, 12"	360	LF	\$ 2.50	\$ 900.00
710-11125	Painted Pavt Mark, STD, White, Solid, 24"	90	LF	\$ 6.00	\$ 540.00
700-1-11	Single Post Sign, F&I GM ((2) Stop Sign Posts)	6	AS	\$ 246.00	\$ 1,476.00
700-3201	Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	6	EA	\$ 307.50	\$ 1,845.00
515-2211	Pedestrian/Bicycle Railing, Steel, 42" Type 1	50	LF	\$ 141.50	\$ 7,075.00
LC-001	NPDES (Non-Participating by FDOT/FHW)	1	LS	\$ 550.00	\$ 550.00
LC-002	Construction Layout / Surveying (staking limits of const., etc) (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
LC-003	As-Built survey (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
0110-15	Tree Millgation (Non-Participating by FDOT/FHWA)	1	LS	\$ 50.00	\$ 50.00
LC-007	Tree Protection Barricades	1,150	LF	\$ 3.75	\$ 4,312.50

**LANDSCAPING**

570-1-2	Performance Turf (Sod)	2,200	SY	\$ 3.50	\$ 7,700.00
LC-004	Conduit for future Lighting	1	LS	\$ 8,000.00	\$ 8,000.00
LC-005	Landscaping (30 street trees)	1	LS	\$ 9,775.00	\$ 9,775.00

**TOTAL** **\$ 684,447.62**

**ALTERNATE #1 - IRRIGATION (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
LC-006	Irrigation for Trees	1	LS	\$ 10,700.00	\$ 10,700.00

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**TOTAL** **\$ 10,700.00**

**ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
<b>GENERAL SITE WORK</b>					
101-1	Mobilization	1	LS	\$ 36,080.00	\$ 36,080.00
102-1	Maintenance of Traffic	90	DAY	\$ 142.00	\$ 12,780.00
COT-025	Temporary Access to Apartment Complex	1		\$ 1,000.00	\$ 1,000.00
	As-Built Survey / Record Drawings	1	LS	\$ 50.00	\$ 50.00
COT-026	Tree Protection Barricades	756	LF	\$ 3.75	\$ 2,835.00

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	2772	LF	\$ 2.50	\$ 6,930.00
110-1-1	Clearing and Grubbing	0.88	LS/AC	\$ 70,725.00	\$ 62,238.00
570-1-2	Performance Turf (Sod)	4239	SY	\$ 3.50	\$ 14,836.50
1050-18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, and Fill	3940	LF	\$ 5.25	\$ 20,685.00
1050-16004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	3582	LF	\$ 7.50	\$ 26,865.00
1080-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA	\$ 750.00	\$ 9,000.00

**ASPHALT PAVEMENT REPLACEMENT FOR WATER & SEWER PIPES AND STRUCTURES**

285-709	2" SP12.5	9136	SY	\$ 11.50	\$ 105,064.00
210-1-1	12" Limerock Base	9136	SY	\$ 14.50	\$ 132,472.00
160-4	12" Type B Stabilization	9136	SY	\$ 5.50	\$ 50,248.00

**ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY**

327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY	\$ 2.70	\$ 25,752.60
285-709	2" SP12.5	9538	SY	\$ 11.50	\$ 109,687.00
710-90	Pavement Markings	1	LS	\$ 28,500.00	\$ 28,500.00

**POTABLE WATER**

COT-001	6" Water Main Pipe	117	LF	\$ 70.75	\$ 8,277.75
COT-002	8" Water Main Pipe	115	LF	\$ 74.00	\$ 8,510.00
COT-003	12" Water Main Pipe	2029	LF	\$ 61.50	\$ 124,783.50
COT-004	6" Gate Valve & Box	6	EA	\$ 940.00	\$ 5,640.00
COT-005	8" Gate Valve & Box	4	EA	\$ 1,275.00	\$ 5,100.00
COT-006	12" Gate Valve & Box	8	EA	\$ 2,475.00	\$ 19,800.00
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA	\$ 925.00	\$ 8,325.00
COT-008	Connect to Existing WM (12")	4	EA	\$ 1,230.00	\$ 4,920.00
COT-009	6" Fire Hydrant Assembly (Includes Gate Valve & Box)	5	EA	\$ 4,300.00	\$ 21,500.00
COT-010	Water Service (Single Meter)	16	EA	\$ 925.00	\$ 14,800.00
COT-011	2" Ball Valve & Box	2	EA	\$ 1,230.00	\$ 2,460.00
COT-012	12" x 8" TS&V	1	EA	\$ 2,750.00	\$ 2,750.00

**SANITARY SEWER**

COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF	\$ 75.00	\$ 261,150.00
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF	\$ 117.00	\$ 2,691.00
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA	\$ 6,050.00	\$ 102,850.00
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA	\$ 2,055.00	\$ 30,825.00
COT-024	8" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA	\$ 3,410.00	\$ 27,280.00

**TOTAL** **\$ 1,298,885.35**

**GRAND TOTAL**

*\$ 1,991,832.97*

**NOTE:** The Pay Items for NPDES, Construction Layout/Surveying (staking limits of construction, etc.), As-Built survey, Tree Mitigation, Irrigation for

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Allen's Excavation Inc.

Signature: Allen Weider Title: President

STATE OF FLORIDA  
COUNTY OF LEON

Sworn to and subscribed before me this 28<sup>th</sup> day of July, 2015.

Personally known

NOTARY PUBLIC

OR Produced identification

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Allen Waldon  
Title: President  
Firm: Allen's Excavation Inc.  
Address: 6403 Woodville Hwy, TLA FL 32305

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

---

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

Allen Wellen

Bidder's Signature

President

Title

JULY 28, 2015

Date

Bid Title: Magnolia Drive Multi-Use Trail Project  
 Bid No: BC-07-28-15-43  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>Allen's Excavation Inc.</u>	
Street Address: <u>6403 Woodville Hwy</u>	
City, State, Zip: <u>Tallahassee FL 32305</u>	
Taxpayer ID Number: <u>59-2584971</u>	
Telephone: <u>850-421-6872</u>	Fax: <u>850-421-2391</u>
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: FLORIDA Date Established: MARCH 1986

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
<u>ALLEN WELDON</u>	<u>PRESIDENT</u>	<u>421-6872</u>	
<u>HEATH WELDON</u>	<u>SEC/TREASURER</u>	<u>421-6872</u>	

Bid Title: Magnolia Drive Multi-Use Trail Project  
 Bid No: BC-07-28-15-43  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: GREGORY HEATH WELDON	
License Type: UNDERGROUND UTILITY & EXCAVATION	
License Number: CUC1224114	Expiration Date: AUGUST 31, 2016
Qualified Business License (certificate of authority) number: N/A	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS**

**Surety Company 1**

Company Name	MERCHANT'S BONDING COMPANY
Contact's Name	CHIP CAMPBELL
Telephone	850-386-2143
Fax	1-888-328-1326
Address	3375-B CAPITAL CIRCLE NE. TALLAHASSEE FL 32308

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

<p>Present Amount of Bonding Coverage (\$):</p> <p>30M</p>	<p>Has your application for surety bond ever been declined?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provided detailed information on reverse)</i></p>	<p>During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provided detailed information on reverse)</i></p>
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 28<sup>th</sup> DAY OF July, 2015.

By: Allen Weldon Title: President

Printed Name and Title: Allen Weldon, President

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Allen's Excavation, Inc.  
(Name of Corporation, Partnership, Individual, etc.)

a Corporation, formed under the laws of FLORIDA  
(Type of Business) (State or Province)

of which he/she is PRESIDENT  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Allen Weldon  
AFFIANT'S NAME

ALLEN WELDON, PRESIDENT  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 28<sup>th</sup> Day of JULY, 2015.

Personally Known  Or Produced Identification

Type of Identification

NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: \_\_\_\_\_









Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Allen Wells  
Signature

PRESIDENT  
Title

Allen's Excavation Inc.  
Contractor/Firm

6403 Woorville Highway Tallahassee FL 32305  
Address

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

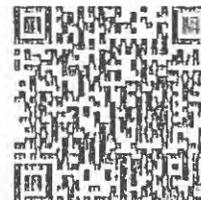
STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CUC1224114	

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 409 FS.  
Expiration date: AUG 31, 2016



WELDON, GREGORY HEATH  
ALLEN'S EXCAVATION INC  
6403 WOODVILLE HWY.  
TALLAHASSEE FL 32305



ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1400270004146

LEON COUNTY FLORIDA	
<i>This certifies that <u>Allen Weldon</u></i>	
<i>Address <u>Allen's Excavation Inc</u></i>	
<i>is licensed with Leon County as a</i>	
<b><u>EXCAVATION CONTRACTOR</u></b>	
<u>LCEN00040</u>	<u>09/30/2015</u>
<i>License Number</i>	<i>Expiration Date</i>
<u>09/15/2014</u>	<u>Jo' Toria Snelling</u>
<i>Date of Issuance</i>	<i>Examination Board</i>
THIS IS NOT AN OCCUPATIONAL LICENSE	



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Attachment #1  
Page 43 of 59  
Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee and Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

**Commissioners**

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

July 8, 2015

**RE: Bid Title: Magnolia Drive Multi-Use Trail Project**  
**Bid No: BC-07-28-15-43**  
**Opening Date: July 28, 2015 at 2:00 PM**

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project.

The following clarifications from the pre-bid meeting are provided to assist you in preparation of your bid:

1. The bid will be awarded on the aggregate total of bid and alternates
2. Work hours are 7:00 AM to 7:00 PM seven days a week
3. The overall time for the project is 180 days for everything

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Don Tobin, CPPB  
Purchasing and Contract Administrator

DT



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 [www.leoncountyfl.gov](http://www.leoncountyfl.gov)

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee & Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

July 17, 2015

**RE: Bid Title: Magnolia Drive Multi-Use Trail Project**  
**Bid No: BC-07-28-15-43**  
**Opening Date: July 28, 2015 at 2:00 PM Eastern Time**

### ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project.

1. Questions submitted by vendors were all related to the plans and the price sheet. Revisions to Attachments #3 and #6 address all vendor submitted questions.
2. Section II., CONTRACT PROVISIONS, Time and Liquidated Damages, is revised to extend the time to complete the project from one hundred eighty (180) consecutive calendar days from the Notice to Proceed to two hundred forty (240) consecutive calendar days from the Notice to Proceed.
3. Attachment #3, Construction Plans, Phase 1 dated 5/4/2015 is deleted in its entirety and replaced with Attachment #3, Revised Construction Plans - Phase 1 dated 7/15/2015. This document may be downloaded from the County Purchasing Website at <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>.
4. Attachment #6, Pricing Sheet for Magnolia Drive Multi-Use Trail Project is deleted in its entirety and replaced with Attachment #6, Revised Pricing Sheet for Magnolia Drive Multi-Use Trail Project. This exhibit is attached to this addendum and may also be downloaded in Excel format from the County Purchasing Website at <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Shelly Kelley, PMP  
Purchasing Director

SWK

Enc.



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee & Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

July 21, 2015

RE: Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: July 28, 2015 at 2:00 PM Eastern Time

### ADDENDUM #3

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project.

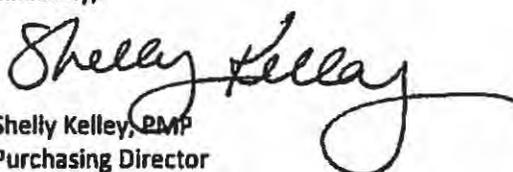
1. Due to additional questions submitted by vendors in relation to specific items not listed on the price sheet, the following note shall be added to the bottom of the Price Sheet:

Any item not specifically identified on the Bid Pricing Sheet shall be considered incidental. All costs associated with that item shall be included using the most appropriate bid item listed.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

  
Shelly Kelley, PMP  
Purchasing Director

SWK

Enc.



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee & Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

BILL PROCTOR  
District 1

JANE G. SAULS  
District 2

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

July 24, 2015

RE: Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: July 28, 2015 at 2:00 PM Eastern Time

### ADDENDUM #4

Dear Vendor:

This letter serves as Addendum #4 for the above referenced project.

1. There was a calculation error identified in one of the formulas on the Excel version of Attachment #6, Revised Price Sheet. The correction has been made and the updated Excel version of Attachment #6, dated 7/24/15 may be downloaded from the County Purchasing Website at <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>.
2. There was a question submitted by a vendor in relation to the size of the stone for Exfiltration System identified on Sheet 90 of the construction plans, which is FDOT #4 stone. As a clarification, while the County prefers granite, the coarse aggregate that meets the requirements in Section 901 of the FDOT Standard Specifications for Road and Bridge Construction will be acceptable. The governing standards and specifications have been called out on the cover sheet of the Construction Plans as a part of the Bid Instructions.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

*Shelly Kelley*

Shelly Kelley, PMP  
Purchasing Director

SWK

Enc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-48  
PRODUCTION SUPPORT  
12/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on JULY 28, 2015  
(Letting Date)

Fill in your FDOT Vendor Number  
VF F592584971002  
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ 5,979,379.11

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

ALLEN'S EXCAVATION INC.  
NAME OF FIRM

Sworn to and subscribed this 28<sup>th</sup> day  
of JULY, 20 15

By: Allen Wells  
PRESIDENT  
Title

**STATUS OF CONTRACTS ON HAND**

(Furnish complete information about all your contracts, whether prime or subcontracts;  
whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
	<i>SEE</i>	<i>ATTACHED</i>	<i>SCHEDULE</i>			
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00	
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$0.00		



### Listing of Prequalified Contractors

Contractor with Name ALLEN'S EXCAVATION, INC.  
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS								
ALLEN'S EXCAVATION, INC. F592584971002 EXPIRES: 6/30/2016	6403 WOODVILLE HIGHWAY TALLAHASSEE, FL 32305 (850)421-6872	6403 WOODVILLE HIGHWAY TALLAHASSEE, FL 32305 (850)421-6872								
<p><b>WORK CLASSES</b></p> <table border="0"> <tr> <td>DRAINAGE</td> <td>FENCING</td> </tr> <tr> <td>FLEXIBLE PAVING</td> <td>GRADING</td> </tr> <tr> <td>GRASSING, SEEDING AND SODDING</td> <td>GUARDRAIL</td> </tr> <tr> <td>ROADWAY SIGNING</td> <td></td> </tr> </table>			DRAINAGE	FENCING	FLEXIBLE PAVING	GRADING	GRASSING, SEEDING AND SODDING	GUARDRAIL	ROADWAY SIGNING	
DRAINAGE	FENCING									
FLEXIBLE PAVING	GRADING									
GRASSING, SEEDING AND SODDING	GUARDRAIL									
ROADWAY SIGNING										

375-030-32  
PROCUREMENT  
1001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of <sup>Contractor</sup> Consultant: ALLEN'S EXCAVATIONS INC.

By: Alan Wallace Date: JULY 28, 2015  
Authorized Signature

Title: President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

376-030-33  
PROCUREMENT  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))<sup>i</sup>**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of <sup>CONTRACTOR</sup> Consultant: ALLEN'S EXCAVATION INC.

By: ALLEN WELDON Date: Allen Weldon Authorized Signature

Title: President

JULY 28, 2015

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
04/14

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee <i>N/A</i> f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award  <i>N/A</i>	<b>3. Report Type:</b> a. initial filing b. material change <i>N/A</i> <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  _____ _____ <i>N/A</i>  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  _____ _____ <i>N/A</i>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  _____ _____ <i>N/A</i>	<b>7. Federal Program Name/Description:</b>  _____ _____ CFDA Number, if applicable: <i>N/A</i>	
<b>8. Federal Action Number, if known:</b>  _____ <i>N/A</i>	<b>9. Award Amount, if known:</b> \$ _____ <i>N/A</i>	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  _____ _____ <i>N/A</i>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> _____ _____ <i>N/A</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u><i>Allen Weldon</i></u> Print Name: <u><i>ALLEN WELDON</i></u> Title: <u><i>PRESIDENT</i></u> Telephone No.: <u><i>421-6872</i></u> Date (mm/dd/yyyy): <u><i>07/28/2015</i></u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

675-060-13  
RIGHT OF WAY  
05/01  
PAGE 1 OF 3

ITEM/SEGMENT NO.: BC-07-28-15-43  
F.A.P. NO.: 409803-1-58-01  
MANAGING DISTRICT: DISTRICT 3  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: LEON  
BID LETTING OF: MAGNOLIA DRIVE MULTIPURPOSE TRAIL

I, ALLEN WELDON, hereby  
(NAME)  
declare that I am PRESIDENT of ALLEN'S EXCAVATION INC.  
(TITLE) (FIRM)  
of TALLAHASSEE FLORIDA  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

ALLEN'S EXCAVATION INC

BY: ALLEN WELDON, PRESIDENT

NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: Allen Weldon

SIGNATURE

WITNESS: Nick Hall

Executed on this 28th day of JULY, 2015

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**MULTI-USE TRAIL CONSTRUCTION**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
101-1	Mobilization	1	LS	\$ 29,713.50	\$ 29,713.50
102-1	Maintenance of Traffic	160	DAY	\$ 86.00	\$ 13,760.00

**EROSION CONTROL**

104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	3,153	LF	\$ 2.50	\$ 7,882.50
104-18	Inlet Protection	36	EA	\$ 49.00	\$ 1,764.00

**DEMOLITION**

110-3	Removal of Existing Structure (conc. & riprap walls)	1,600.00	SF	\$ 7.25	\$ 11,600.00
110-4	Removal of Existing Pavement (conc. & asphalt drwys)	1,333.33	SY	\$ 8.00	\$ 10,666.67
1050-16005	Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	711	LF	\$ 12.50	\$ 8,887.50

**EARTHWORK**

110-1-1	Clearing and Grubbing	1.67	LS/AC	\$ 7,885.00	\$ 13,167.95
120-72	Gravel Fill (for Exfiltration System)	545	CY	\$ 45.00	\$ 24,525.00
125-1	Excavation for Structures (for Exfiltration System)	2,129	CY	\$ 9.00	\$ 19,161.00

**PAVEMENT AND CONCRETE**

522-2	Concrete Sidewalk and Driveways 6"	3,356	SY	\$ 41.75	\$ 140,113.00
400-0-11	Concrete Class NS, Gravity Wall & Endwall	79	CY	\$ 725.00	\$ 57,275.00
520-1-10	Concrete Curb & Gutter, Type F	2,700	LF	\$ 14.25	\$ 38,475.00
530-1	Sand-Cement Conc. Riprap for patching and connecting to existing wall	4	CY	\$ 500.00	\$ 2,000.00
337-7-30	1" SP9.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 10.50	\$ 3,055.50
285-709	6" SP12.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 54.00	\$ 15,714.00

**DRAINAGE**

425-1351	P-5 and P-6 Curb Inlet Drainage Structures	13	EA	\$ 3,445.00	\$ 44,785.00
425-2-61	P-8 Manhole Drainage Structures	20	EA	\$ 2,800.00	\$ 56,000.00
425-1-521	Type C Inlet Drainage Structures	2	EA	\$ 1,850.00	\$ 3,700.00
430-984-125	Mitered End Sections	1	EA	\$ 925.00	\$ 925.00
430-174-124-1	24" Perforated HDPE Pipe	1,643	LF	\$ 53.00	\$ 87,079.00
430-174-130-1	30" Perforated HDPE Pipe	273	LF	\$ 63.00	\$ 17,199.00
430-174-115	15" RCP	31	LF	\$ 57.50	\$ 1,782.50
430-174-118	18" RCP	198	LF	\$ 60.00	\$ 11,880.00
430-174-124-2	24" RCP	46	LF	\$ 67.75	\$ 3,116.50
430-174-130-2	30" RCP	67	LF	\$ 84.00	\$ 5,628.00
430-174-136	36" RCP	10	LF	\$ 178.25	\$ 1,782.50
430-175-204	36" x 60" ERCP	49	LF	\$ 214.00	\$ 10,486.00

**INCIDENTAL CONSTRUCTION**

710-11123	Painted Pavt Mark, STD, White, Solid, 12"	360	LF	\$ 2.50	\$ 900.00
710-11125	Painted Pavt Mark, STD, White, Solid, 24"	90	LF	\$ 6.00	\$ 540.00
700-1-11	Single Post Sign, F&I GM ((2) Stop Sign Posts)	6	AS	\$ 246.00	\$ 1,476.00
700-3201	Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	6	EA	\$ 307.50	\$ 1,845.00
515-2211	Pedestrian/Bicycle Railing, Steel, 42" Type 1	50	LF	\$ 141.50	\$ 7,075.00
LC-001	NPDES (Non-Participating by FDOT/FHW)	1	LS	\$ 550.00	\$ 550.00
LC-002	Construction Layout / Surveying (staking limits of const., etc) (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
LC-003	As-Built survey (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
0110-15	Tree Millgation (Non-Participating by FDOT/FHWA)	1	LS	\$ 50.00	\$ 50.00
LC-007	Tree Protection Barricades	1,150	LF	\$ 3.75	\$ 4,312.50

**LANDSCAPING**

570-1-2	Performance Turf (Sod)	2,200	SY	\$ 3.50	\$ 7,700.00
LC-004	Conduit for future Lighting	1	LS	\$ 8,000.00	\$ 8,000.00
LC-005	Landscaping (30 street trees)	1	LS	\$ 9,775.00	\$ 9,775.00

**TOTAL** **\$ 684,447.62**

**ALTERNATE #1 - IRRIGATION (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
LC-006	Irrigation for Trees	1	LS	\$ 10,700.00	\$ 10,700.00

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**TOTAL** **\$ 10,700.00**

**ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
<b>GENERAL SITE WORK</b>					
101-1	Mobilization	1	LS	\$ 36,080.00	\$ 36,080.00
102-1	Maintenance of Traffic	90	DAY	\$ 142.00	\$ 12,780.00
COT-025	Temporary Access to Apartment Complex	1		\$ 1,000.00	\$ 1,000.00
	As-Built Survey / Record Drawings	1	LS	\$ 50.00	\$ 50.00
COT-026	Tree Protection Barricades	756	LF	\$ 3.75	\$ 2,835.00

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	2772	LF	\$ 2.50	\$ 6,930.00
110-1-1	Clearing and Grubbing	0.88	LS/AC	\$ 70,725.00	\$ 62,238.00
570-1-2	Performance Turf (Sod)	4239	SY	\$ 3.50	\$ 14,836.50
1050-18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, and Fill	3940	LF	\$ 5.25	\$ 20,685.00
1050-16004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	3582	LF	\$ 7.50	\$ 26,865.00
1080-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA	\$ 750.00	\$ 9,000.00

**ASPHALT PAVEMENT REPLACEMENT FOR WATER & SEWER PIPES AND STRUCTURES**

285-709	2" SP12.5	9136	SY	\$ 11.50	\$ 105,064.00
210-1-1	12" Limerock Base	9136	SY	\$ 14.50	\$ 132,472.00
160-4	12" Type B Stabilization	9136	SY	\$ 5.50	\$ 50,248.00

**ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY**

327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY	\$ 2.70	\$ 25,752.60
285-709	2" SP12.5	9538	SY	\$ 11.50	\$ 109,687.00
710-90	Pavement Markings	1	LS	\$ 28,500.00	\$ 28,500.00

**POTABLE WATER**

COT-001	6" Water Main Pipe	117	LF	\$ 70.75	\$ 8,277.75
COT-002	8" Water Main Pipe	115	LF	\$ 74.00	\$ 8,510.00
COT-003	12" Water Main Pipe	2029	LF	\$ 61.50	\$ 124,783.50
COT-004	6" Gate Valve & Box	6	EA	\$ 940.00	\$ 5,640.00
COT-005	8" Gate Valve & Box	4	EA	\$ 1,275.00	\$ 5,100.00
COT-006	12" Gate Valve & Box	8	EA	\$ 2,475.00	\$ 19,800.00
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA	\$ 925.00	\$ 8,325.00
COT-008	Connect to Existing WM (12")	4	EA	\$ 1,230.00	\$ 4,920.00
COT-009	6" Fire Hydrant Assembly (Includes Gate Valve & Box)	5	EA	\$ 4,300.00	\$ 21,500.00
COT-010	Water Service (Single Meter)	16	EA	\$ 925.00	\$ 14,800.00
COT-011	2" Ball Valve & Box	2	EA	\$ 1,230.00	\$ 2,460.00
COT-012	12" x 8" TS&V	1	EA	\$ 2,750.00	\$ 2,750.00

**SANITARY SEWER**

COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF	\$ 75.00	\$ 261,150.00
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF	\$ 117.00	\$ 2,691.00
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA	\$ 6,050.00	\$ 102,850.00
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA	\$ 2,055.00	\$ 30,825.00
COT-024	8" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA	\$ 3,410.00	\$ 27,280.00

**TOTAL** **\$ 1,298,885.35**

**GRAND TOTAL**

*\$ 1,991,832.97*

**NOTE:** The Pay Items for NPDES, Construction Layout/Surveying (staking limits of construction, etc.), As-Built survey, Tree Mitigation, Irrigation for

**LEON COUNTY PURCHASING DIVISION  
TABULATION SHEET  
BC-07-28-15-43**

ITB Title: Magnolia Drive Multi-Use Trail Project  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Item/Vendor	Hale Contracting	M of Tallahassee	Talcon Group	Dowdy Plumbing
Manual Signature/Proposal Response Cover Sheet	Y	Y	Y	Y
<del># of Copies</del>				
Immigration	Y	Y	Y	Y
Equal Opportunity/Affirmative Action Statement	Y	Y	Y	Y
Tie Bids/Drug Free Workplace Form	Y	Y	Y	Y
Contractor's Business Information	Y	Y	Y	Y
Non-Collusion	Y	Y	Y	Y
Insurance Certification	Y	Y	Y	Y
Certification of Debarment	Y	Y	Y	Y
Bond	Y	Y	Y	Y
Base Bid:	\$ 849,423.25	\$ 1,058,014.99	\$ 996,210.70.00	\$ 810,405.50
Alternate #1:	\$ 25,500.00	\$ 27,300.00	\$ 20,000.00	\$ 23,318.50
Alternate #2:	\$ 1,775,216.50	\$ 1,520,356.97	\$ 1,539,725.25	\$ 1,259,276.00
No Bid Document				

Tabulated By:

*Shelly Kelley*

*[Signature]*

**LEON COUNTY PURCHASING DIVISION  
TABULATION SHEET  
BC-07-28-15-43**

ITB Title: Magnolia Drive Multi-Use Trail Project  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Item/Vendor	North Florida Asphalt	Allen's Excavation	Sandco	
Manual Signature/Proposal Response Cover Sheet	Y	Y	Y	
<del># of Copies</del>				
Immigration	Y	Y	Y	
Equal Opportunity/Affirmative Action Statement	Y	Y	Y	
Tie Bids/Drug Free Workplace Form	Y	Y	Y	
Contractor's Business Information	Y	Y	Y	
Non-Collusion	Y	Y	Y	
Insurance Certification	Y	Y	Y	
Certification of Debarment	Y	Y	Y	
Bond	Y	Y	Y	
Base Bid:	\$ 1,072,698.00	\$ 684,447.062	\$ 893,957.17	
Alternate #1:	\$ 20,000.00	\$ 10,700.00	\$ 13,650.00	
Alternate #2:	\$ 1,575,677.50	\$ 1,296,685.35	\$ 1,253,798.30	
No Bid Document				

Tabulated By:

*Shelley Kelley*

*[Signature]*

**LEON COUNTY – CITY OF TALLAHASSEE JOINT PROJECT AGREEMENT  
WATER AND WASTEWATER INFRASTRUCTURE RELOCATION OR INSTALLATION  
FOR MAGNOLIA MULTI-PURPOSE TRAIL/SIDEWALK PROJECT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of April 2015, 2015, by and between the City of Tallahassee, a Florida municipal corporation (“City”), and Leon County, Florida (“County”), a charter county and political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, the County is constructing, reconstructing or otherwise improving the Magnolia Drive Multi-Purpose Trail/Sidewalk infrastructure (County Road 265), which has been designated by the County as Leon County Bid No. 07-28-15-43, (“Project”); and,

WHEREAS, completion of the Project requires the adjustment, relocation, upgrade or installation of certain City water distribution and wastewater collection infrastructure within the area of the Project (such work or portion thereof being hereafter referred to as “Utility Work”); and,

WHEREAS, the City has expressed its desire to have such Utility Work constructed by the County’s contractor for the Project, simultaneously with construction of the Project, and has agreed to pay certain costs incurred for construction of such Utility Work; and,

WHEREAS, the County has received funding from the Florida Department of Transportation (“FDOT”), through the Local Agency Program (“LAP”) Agreement, and the City agrees that all work included in the construction bid for the Project must meet all applicable federal standards; and,

WHEREAS, the City has requested the County to include, in its bid documents for the Project, both the plans and specifications for the Project (“Project Plans”) and the plans and specifications furnished by the City for construction of the Utility Work; and,

WHEREAS, the plans and specifications for the said Utility Work will be reviewed by the County and the City; and

WHEREAS, the County and the City have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this Joint Project Agreement (“JPA”) to provide for completion of the Utility Work simultaneously with, and as part of the same contract as, the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. This JPA will apply to all Utility Work located within the limits of the Project, as included in the plans, specifications, and estimate for the Utility Work prepared by the City and approved by the County.

2. A. The City shall deliver to the County, in a form suitable for reproduction by the County, certain design documents, plans, and specifications for the Utility Work, which are more specifically identified as “Magnolia Drive Multi-Use Trail Water and Wastewater Replacement” (“Utility Work Plans”) including a Utility Work Schedule (“UWS”). Such Utility Work Plans shall include a summary of the unit price elements of work (“Pay Items”) and associated estimated quantities included within the Utility Work. The City shall pay for the quantities of all such Pay Items actually installed in construction of the Utility Work. The bid quantity sheet shall have its own Maintenance of Traffic and Mobilization and Erosion Control so that all costs associated with the Utility Work are accounted for separately in the utility unit and lump sum pay items.

B. In lieu of administrative fees for the County’s performance of LAP Agreement-related tasks, the City shall pay the County a \$40,000.00 utility placement permit fee. The City shall make this payment subsequent to the County award of the Utility Work.

3. All of the work on the JPA shall be completed in accordance with the Project Plans and the Utility Work Plans, which are by reference made a part hereof. The City shall be responsible for verifying the accuracy of the County’s underground survey information. The County and the City, as applicable, shall promptly notify the other of any errors or omissions discovered in such survey information. All errors, omissions and changes in the Utility Work Plans shall be the sole responsibility of the City, except for those changes resulting from or caused by errors, omissions or changes in the Project Plans after completion of the 100% design documents, which changes shall be the sole responsibility of the County and shall be made by the City’s design professional at the County’s sole cost.

In the event of conflict between the Utility Work Plans and the Project Plans, the Project Plans shall take precedence, except in the event of conflicts between the Utility adjustment plan sheets and the Utility Work Plans, the Utility Work Plans shall take precedence.

4. The City, at its sole expense, shall furnish all engineering inspection, testing and monitoring of the Utility Work and shall furnish the County's engineer, at her/his request, copies of log books and quantities of work performed by the Contractor. The County shall provide all necessary Project contract administration and enforcement. The coordination of the Utility Work with that of the County's Contractor, and with work by other utility owners or their contractors, shall be the responsibility of the County, and the City shall cooperate fully in this matter. The City, upon request of the County, shall promptly furnish to the County all information required for change orders or supplemental agreements pertaining to the Utility Work.

5. The County shall receive bids for the Utility Work at the same time as bids for the Project. All bids for said Utility Work shall be taken into consideration in the award of a contract for construction of the Project, which award shall be based on the lowest responsive, responsible bid for all work (i.e., both the Project and the Utility Work). The City shall have the right to review the bid for the Utility Work and to (i) proceed with construction, by the County's contractor, of all Utility Work, or (ii) reject the bid of the County's contractor and arrange, at its own expense, for the prompt construction of the Utility Work. In proceeding with the Project, the following shall apply:

(a) The City shall notify the County of its decision with respect to how to proceed with construction of the Utility Work.

(b) Upon the receipt of such notice, the County shall amend the contract documents for the Project, as appropriate, prior to award.

(c) The City, should it chose not to have the County contractor perform any of the Utility Work, shall cooperate with the County's contractor to schedule the sequence of the utility adjustments and relocations required for the Project.

(d) Should the City choose not to have the County's contractor construct any of the Utility Work, the City, or its contractor for the Utility Work, shall defend any legal claims asserted against the County by the County's contractor due solely to delays caused by the City's failure to comply with the UWS provided by the City to the County; provided, however, that neither the City nor its contractor for the Utility Work shall be responsible for delays in construction of the Utility Work caused by circumstances beyond its reasonable control.

(e) In performance of the Utility Work, the City shall require its contractor to

comply with all applicable laws and with the applicable maintenance of traffic plan. In addition, the City's contractor shall comply with the same conditions required of the County's contractor in paragraph 8 below including, but not limited to, the posting of a performance bond and the naming of the County as an additional insured.

6. All adjustments, relocations, repairs and other work required to be performed in relation to utility facilities, if any, within this Project which are owned by the City but not included in the Utility Work Plans shall be the sole responsibility of the City and shall be the subject of either a separate agreement and utility relocation schedule or a change order to the County's contract for construction of the Project. All such work shall be coordinated with the construction of this Project and performed in a manner that will not cause delay to the County's contractor.

7. All services and work under the construction contract for the Project shall be performed to the satisfaction of the Leon County Director of Public Works, or his designee; provided, however, that all Utility Work performed under that contract shall also be performed to the satisfaction the City's General Manager – Underground Utilities, or his designee. The said County and City representatives shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder, with the exception of those related to the Utility Work, shall be final and conclusive upon the parties hereto. All such questions, difficulties, claims, and disputes regarding the Utility Work Plans or the Utility Work shall be decided or resolved, in good faith, in accordance with the following process:

(a) The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, the date of occurrence (if known), and the proposed resolution, hereinafter referred to as the "Dispute Notice."

(b) Should the parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and the Board of County Commissioners. If the City

Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

(c) If a dispute is not resolved by the foregoing steps within forty-five (45) days after the receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

(d) If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

(1) Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

(2) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

8. Following receipt of bids for the Project, the County will promptly notify the City of the proposed contract price, and the City, if it desires to proceed with the Utility Work, or portion thereof, as part of the County's contract for the Project, shall deposit with the County the proposed contract price for such Utility Work, which 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 Utility Work, and will ensure that the City is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the City and the County. 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 contract for the construction of the Project, the County may request the City to make an additional deposit if it determines that the cost of the 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 construction delay caused by the City, or changes in the Utility Work for which the City is responsible under Section 3 hereof. The County shall request such additional deposit by delivery of invoices to the City. The City, subject to resolution of any disputes in accordance with Section 7, 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 Utility Work made by the City exceed the actual cost of the 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 Utility Work shall be performed in accordance with the Utility Work Plans, which include the City's standard specifications. The County shall neither accept nor make payment for any portion of the 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 Utility Work must be approved by the City before payment. Each month, the County's construction contractor shall submit to the County and the City a separate invoice for the Utility Work that has been completed and accepted. The City's project

manager shall have seven (7) calendar days from receipt of an invoice to review the invoice and shall 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 or taken issue until said issues have been resolved to the City's satisfaction. Upon completion and acceptance of the Utility Work, the City shall own, control, maintain and be responsible for all such facilities, according to the terms of the applicable utility permit.

11. The City and County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

12. Within one hundred eighty (180) days following the date of final payment under the contract for the Project, the County shall furnish the City with two (2) copies of its final and complete billing of all costs incurred in connection with the Utility Work, such statement to follow as closely as possible the order of the items contained in the job estimate. The final accounting will show the following with regard to the Project and the Utility Work: a description of the work and the site; the date on which the first work was performed and the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. All cost records and accounts maintained by the County or their consultant managing construction of the Project shall be subject to audit by a representative of the City within three (3) years after acceptance of the Project.

13. Should either party be required to file litigation to enforce any terms or provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorneys' fees and court costs.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this

Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

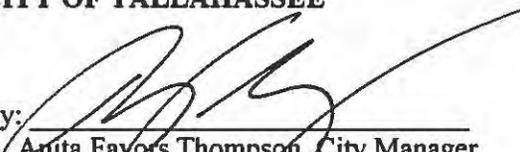
16. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

**CITY OF TALLAHASSEE**

Attest:

By:   
James O. Cooke, IV  
City Treasurer-Clerk

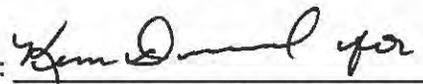
By:   
Anita Favors Thompson, City Manager

Date: 3/16/15

Approved as to form:

By:   
City Attorney

**LEON COUNTY, FLORIDA**

By:   
Vincent S. Long, County Administrator

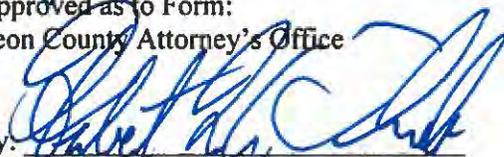
Date: 4/1/15

ATTEST:

Bob Inzer, Clerk of the Circuit Court  
And Comptroller, Leon County, Florida

By:   
John Stott, Deputy Clerk

Approved as to Form:  
Leon County Attorney's Office

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

FM# 3504

**JOINT PROJECT AGREEMENT  
BETWEEN  
LEON COUNTY  
AND  
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY**

This Agreement is made and entered into this 24<sup>th</sup> day of August 2015 by and between **LEON COUNTY, FLORIDA**, (“County”) a charter county and political subdivision of the State of Florida, whose mailing address is 301 S. Monroe Street, Tallahassee, FL 32301 and **CITY OF TALLAHASSEE – LEON COUNTY BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY** (“Blueprint”), whose address is 2727 Apalachee Parkway, Suite 200, Tallahassee, FL.

**WITNESSETH**

**WHEREAS**, providing connectivity along Magnolia Drive from Apalachee Parkway to Adams Street is a top priority for the City of Tallahassee and Leon County; and,

**WHEREAS**, the City and County have worked together to create a project that focuses on connecting residents living in the south part of town to multimodal transportation networks to link to local businesses, services, educational institutions and employment centers; and

**WHEREAS**, the City and County identified ways to participate in the funding of the project and to utilize Blueprint’s Land Bank funds, and in order to identify the exact role of each agency the project parameters were further defined through community input as well as project feasibility studies; and

**WHEREAS**, community involvement at community meetings conducted in August and November of 2014 helped identify community priorities and solicit feedback regarding the “Magnolia Drive Multiuse Trail Project” (“Project”) that resulted in several recommended Project phases; and

**WHEREAS**, upon applying the community feedback regarding the Project phases, which were broken down into Phases 1, 2, 2A, 2B, 3, 4, 5, 6 and 7, to the project resources resulted in cost estimates that included design and permitting for Phases 2B and 3 through 6, right of way, construction engineering inspection (CEI), construction, utility relocation and enhanced amenities such as bus shelters and decorative landscape (benches and brick work), as well as an estimated schedule for each of these phase; and

**WHEREAS**, these recommended Project phases and estimated costs were presented to Blueprint’s governing board (“IA”) at its April 1, 2015 meeting for consideration; and the board unanimously approved the recommended Project phases, as described in more detail in Exhibit “A”, attached hereto and made a part hereof, and approved an appropriation of \$7,983,300, of which \$6,150,000 can be currently

allocated to the Project, from Blueprint's Land Bank Budget for the implementation of all phases of the Project, except Phase 7, after a super majority vote of the City and the County was conducted to add this Project to Tier 1 of the Blueprint Program as required by its Amended and Restated Interlocal Agreement, dated as of February 1, 2003, and as further amended from time to time; and

**WHEREAS**, the remaining amount of \$1,833,300 will be allocated by Blueprint in the outlying years as needed for the Project and until budgeted cannot be encumbered by the Project; and,

**WHEREAS**, the County and Blueprint intend to work together cooperatively and in the public's best interest to accomplish the implementation of the various phases of the Magnolia Drive Multiuse Trail Project as approved and as described in the Agency's April 2015 Agenda Item and the minutes of the meeting.

**NOW THEREFORE**, in consideration of the above recitals, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. A. The Project consists of several phases, with each phase having an estimated cost, which are as outlined in the conceptual drawing attached hereto as Exhibit "A", and made a part hereof.  
B. The County agrees to undertake the design, permitting and construction of each phase of the Project in accordance with all applicable federal, state, and local statutes, rules and regulations and standards. The County shall be responsible for obtaining clearances/permits required for the design of the Project from the appropriate permitting authorities.  
C. At its request, Blueprint will be entitled at all times to be advised of the status of the design and construction work being completed by the County and of the details thereof. Coordination shall be maintained by the County with representatives of Blueprint throughout the project. Additionally, to the extent a phase of the Project is already designed or is already in final design at the time of the execution of this Agreement, Blueprint shall be provided with copies of the Project plans for each phase of the Project, either not in final design or not yet designed, at 30%, 60%, 90% and Final Design and shall be informed of any subsequent Project modifications, whether deletions or additions.  
D. Blueprint agrees to coordinate right of way acquisition for all phases of the Project that requires private property in order to be constructed and will rely on the County to provide information sufficient to allow Blueprint to identify the right of way and develop right of way cost estimate(s), which costs shall then be reserved by Blueprint for acquiring the right of way.

- E. At its request, Blueprint will be entitled at all times to be provided with an accounting of the funds expended by the County during each of the phases so that the Blueprint can stay informed of the status of the Project until the Project is completed and/or funding is depleted and additional funding is needed.
3. Transfer of the aforementioned Blueprint funds to the County for the Project phases shall occur at the time Blueprint is presented with evidence of Contract(s) approved by the County for design, construction, CEI and other related services, which are eligible for Blueprint funding.
  4. The parties acknowledge and agree that there are limitations on the use of Blueprint funds and thus Blueprint funds may only be used for costs allowed and permitted pursuant to its Amended and Restated Interlocal Agreement and consistent with Blueprint's approval of the Project.
  5. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the County under any circumstances without the prior written consent of Blueprint.
  6. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding upon both the County and Blueprint until the construction of all phases of the Project are completed, but in no event later than December 31, 2019.
  7. To the extent permitted by law, Blueprint and the County covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful actor or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled. Furthermore, the parties specifically understand and agree that this provision is not intended, and shall not be construed, to require a party to be indemnified for its own negligence, act, error, or omission.
  8. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida. All suits relating to breach, enforcement, or construction of this Agreement shall be filed in a court of competent jurisdiction in Leon County, Florida.

9. All project records and accounts relating to this Agreement or the services maintained by the County or its agents, contractors or consultants, shall be subject to review, copying and audit by Blueprint or its representative for a period of three (3) years after completion of the Project as defined by this Agreement.
10. This Agreement shall constitute the entire agreement between the parties with reference to the services described herein. No amendment to this Agreement shall be binding unless it is in writing and signed by an authorized representative of each party. All previous and collateral agreements, representations, warranties, promises, and conditions relation to the subject matter of this Agreement are superseded by this Agreement.
11. All notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

**FOR THE AGENCY Blueprint 2000 & Beyond**

2727 Apalachee Parkway, Suite 200  
Tallahassee, FL 32301

Attn: Charles Hargraves, BP Manager OR  
Debra W. Schiro, BP Legal Counsel

**FOR LEON COUNTY**

301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301

Attn: Kathy Burke, Acting Director Public Works OR  
Herb Thiele, County Attorney

REMINDER OF THE PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf this 24<sup>th</sup> day of August, 2015, by its Manager, being authorized to enter into and execute same by the AGENCY.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT 2000 INTERGOVERNMENTAL  
AGENCY

By: [Signature]  
Charles Hargraves  
Its: Blueprint Manager  
Date: 8/19/15

LEON COUNTY, FLORIDA



By: [Signature]  
Vincent S. Long  
Its: County Administrator  
Date: 8.12.15

APPROVED AS TO FORM:

By: [Signature]  
Debra W. Schiro, Esq.  
Blueprint 2000 Legal Counsel

APPROVED AS TO FORM:

By: [Signature]  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office

ATTEST:



By: [Signature]  
James O. Cooke, IV  
City Treasurer Clerk

ATTEST:

By: [Signature]  
Bob Inzer, Clerk of Court,  
Leon County, Florida





Exhibit "A"



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

## Memorandum

**To:** Katherine Burke, P.E. (Leon County)  
**CC:** Craig Gavin (FDOT)  
**From:** Dustin Castells, LAP Administrator *DC*  
**Date:** 6/3/2015  
**Re:** Construction Contract/Bid Documents & Specifications – Approved  
Construction of Magnolia Drive Sidewalk/Multi-Use Path (409803-7)

---

This memo is to confirm that the Contract/Bid Documents and Specifications have been reviewed and approved by the Department. The documents cannot be altered after this date for any reason without written approval from the Department. Any change in the documents without Department approval could result in the termination of the Local Agency Program Agreement.

If your agency needs to issue an addendum(s) while the project is being advertised, the addendum must be approved by the Department before its release.

If you have any questions, please contact me in the office at (850) 330-1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

*Please Note: It is the local agency's responsibility to load documents into Local Agency Program Information Tool (LAPIT).*



**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

1074 Highway 90  
Chipley, FL 32428

**JIM BOXOLD  
SECRETARY**

August 13, 2015

Ms. Katherine Burke, P.E.  
Director of Engineering Services  
Leon County Public Works  
2280 Miccosukee Road  
Tallahassee Florida, 32308

**Subject:        Concurrence to Award Construction Contract  
                  Construction of Magnolia Drive Sidewalk / Multi-Use Path Project  
                  FPID No. 409803-7-58-01**

Dear Ms. Burke:

We have received the bids for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder, Allen's Excavation, Inc.

Please provide at least two weeks' notice of the pre-construction meeting date. Also, as a reminder, supplemental agreements and/or change orders must be approved by the District LAP Administrator prior to execution of any agreements.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Castells".

Dustin Castells  
District 3 LAP Administrator

**Cc:        Wanda Syfrett, District 3 EEO  
            FDOT Panama City Operations**

[www.dot.state.fl.us](http://www.dot.state.fl.us)

**LEON COUNTY PURCHASING DIVISION  
TABULATION SHEET  
BC-07-28-15-43**

ITB Title: Magnolia Drive Multi-Use Trail Project  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Item/Vendor	North Florida Asphalt	Allen's Excavation	Sandco	
Manual Signature/Proposal Response Cover Sheet	Y	Y	Y	
# of Copies				
Immigration	Y	Y	Y	
Equal Opportunity/Affirmative Action Statement	Y	Y	Y	
Tie Bids/Drug Free Workplace Form	Y	Y	Y	
Contractor's Business Information	Y	Y	Y	
Non-Collusion	Y	Y	Y	
Insurance Certification	Y	Y	Y	
Certification of Debarment	Y	Y	Y	
Bond	Y	Y	Y	
Base Bid:	\$ 1,072,698.00	\$ 684,447.062	\$ 893,957.17	
Alternate #1:	\$ 20,000.00	\$ 10,700.00	\$ 13,650.00	
Alternate #2:	\$ 1,575,677.50	\$ 1,296,685.35	\$ 1,253,798.30	
No Bid Document				

Tabulated By:

*Shelley Kelley*

*[Signature]*

**LEON COUNTY PURCHASING DIVISION  
TABULATION SHEET  
BC-07-28-15-43**

ITB Title: Magnolia Drive Multi-Use Trail Project  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Item/Vendor	Hale Contracting	M of Tallahassee	Talcon Group	Dowdy Plumbing
Manual Signature/Proposal Response Cover Sheet	Y	Y	Y	Y
<del># of Copies</del>				
Immigration	Y	Y	Y	Y
Equal Opportunity/Affirmative Action Statement	Y	Y	Y	Y
Tie Bids/Drug Free Workplace Form	Y	Y	Y	Y
Contractor's Business Information	Y	Y	Y	Y
Non-Collusion	Y	Y	Y	Y
Insurance Certification	Y	Y	Y	Y
Certification of Debarment	Y	Y	Y	Y
Bond	Y	Y	Y	Y
Base Bid:	\$ 849,423.25	\$ 1,058,014.99	\$ 996,210.70.00	\$ 810,405.50
Alternate #1:	\$ 25,500.00	\$ 27,300.00	\$ 20,000.00	\$ 23,318.50
Alternate #2:	\$ 1,775,216.50	\$ 1,520,356.97	\$ 1,539,725.25	\$ 1,259,276.00
No Bid Document				

Tabulated By:

*Shelly Kealey*

*[Signature]*

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive**  
Attachment #6 - Revised Bid Pricing Sheet

ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)

Item#	Item Description	Quantity	Unit	Unit Price	Sub Total	City Underground Utilities		Blueprint 2000	
						Water Upgrade Cost	Sewer Upgrade Cost	Relocation Cost	
<b>GENERAL SITE WORK</b>									
101-1	Mobilization	1	LS	\$36,080.00	\$36,080.00	\$ -	\$ 28,864.00	\$ 7,216.00	
102-1	Maintenance of Traffic	90	DAY	\$142.00	\$12,780.00	\$ -	\$ 10,224.00	\$ 2,556.00	
COT-025	Temporary Access to Apartment Complex	1		\$1,000.00	\$1,000.00	\$ -	\$ 800.00	\$ 200.00	
	As-Built Survey / Record Drawings	1	LS	\$50.00	\$50.00	\$ -	\$ 40.00	\$ 10.00	
COT-026	Tree Protection Barricades	756	LF	\$3.75	\$2,835.00	\$ -	\$ 2,268.00	\$ 567.00	
104-10-3	Sediment Barrier (Slaked Type IV Slit Fence)	2772	LF	\$2.50	\$6,930.00	\$ -	\$ 5,544.00	\$ 1,386.00	
110-1-1	Clearing and Grubbing	0.88	LS/AC	\$70,725.00	\$62,238.00	\$ -	\$ 49,790.40	\$ 12,447.60	
570-1-2	Performance Turf (Sod)	4239	SY	\$3.50	\$14,836.50	\$ -	\$ -	\$ 14,836.50	
1050-18004	UTILITY PIPE PLUG & PLACE OUT OF SERVICE and All	3940	LF	\$5.25	\$20,685.00	\$ -	\$ -	\$ 20,685.00	
1050-16004	UTILITY PIPE REMOVE & DISPOSE 8-19.9"	3582	LF	\$7.50	\$26,865.00	\$ -	\$ 26,865.00	\$ -	
1060-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA	\$750.00	\$9,000.00	\$ -	\$ 9,000.00	\$ -	
<b>ASPHALT PAVEMENT REPLACEMENT FOR WATER &amp; SEWER PIPES AND STRUCTURES</b>									
285-709	2" SP12.5	9136	SY	\$11.50	\$105,064.00	\$ -	\$ 84,051.20	\$ 21,012.80	
210-1-1	12" Limerock Base	9136	SY	\$14.50	\$132,472.00	\$ -	\$ 105,977.60	\$ 26,494.40	
160-4	12" TYPICAL Slab Utilization	9136	SY	\$5.50	\$50,248.00	\$ -	\$ 40,198.40	\$ 10,049.60	
<b>ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY</b>									
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY	\$2.70	\$25,752.60	\$ 5,150.52	\$ 20,602.08	\$ -	
285-709	2" SP12.5	9538	SY	\$11.50	\$109,687.00	\$ 21,937.40	\$ 87,749.60	\$ -	
710-90	Pavement Markings	1	LS	\$28,500.00	\$28,500.00	\$ 5,700.00	\$ 22,800.00	\$ -	
<b>POTABLE WATER</b>									
COT-001	6" Water Main Pipe	117	LF	\$70.75	\$8,277.75	\$ -	\$ -	\$ 8,277.75	
COT-002	8" Water Main Pipe	115	LF	\$74.00	\$8,510.00	\$ -	\$ -	\$ 8,510.00	
COT-003	12" Water Main Pipe	2029	LF	\$61.50	\$124,783.50	\$ 37,435.05	\$ -	\$ 87,348.45	
COT-004	6" Gate Valve & Box	6	EA	\$940.00	\$5,640.00	\$ -	\$ -	\$ 5,640.00	
COT-005	8" Gate Valve & Box	4	EA	\$1,275.00	\$5,100.00	\$ -	\$ -	\$ 5,100.00	
COT-006	12" Gate Valve & Box	8	EA	\$2,475.00	\$19,800.00	\$ 5,940.00	\$ -	\$ 13,860.00	
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA	\$925.00	\$8,325.00	\$ -	\$ -	\$ 8,325.00	
COT-008	Connect to Existing WM (12")	4	EA	\$1,230.00	\$4,920.00	\$ 1,476.00	\$ -	\$ 3,444.00	
COT-009	6" Fire Hydrant Assemble (Includes Gate Valve & Box)	5	EA	\$4,300.00	\$21,500.00	\$ -	\$ -	\$ 21,500.00	
COT-010	Water Service (Single Meter)	16	EA	\$925.00	\$14,800.00	\$ -	\$ -	\$ 14,800.00	
COT-011	2" Ball Valve & Box	2	EA	\$1,230.00	\$2,460.00	\$ -	\$ -	\$ 2,460.00	
COT-012	12" x 6" TS&V	1	EA	\$2,750.00	\$2,750.00	\$ -	\$ -	\$ 2,750.00	
<b>SANITARY SEWER</b>									
COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF	\$75.00	\$261,150.00	\$ -	\$ 261,150.00	\$ -	
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF	\$117.00	\$2,691.00	\$ -	\$ 2,691.00	\$ -	
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA	\$6,050.00	\$102,850.00	\$ -	\$ 102,850.00	\$ -	
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA	\$2,055.00	\$30,825.00	\$ -	\$ -	\$ 30,825.00	
COT-024	6" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA	\$3,410.00	\$27,280.00	\$ -	\$ -	\$ 27,280.00	
<b>Total Utility Cost</b>					<b>\$1,296,685.35</b>	<b>\$77,638.97</b>	<b>\$861,465.28</b>	<b>\$357,581.10</b>	<b>\$1,296,685.35</b>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #26**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #26

September 15, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Agreement Awarding Bid to Barkley Security Agency, Inc. in the Amount of \$272,312 for Security Guard Services, as a Continuing Services Contract

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director, Department of Public Works Tom Brantley, P.E., Director, Division of Facilities Management
Lead Staff/ Project Team:	Shelley Cason, Facilities Sr. Operations Manager

### **Fiscal Impact:**

This item has a fiscal impact in the amount of \$272,312 for all security guard services, as a continuing services contract, for a two-year period with three additional one-year extensions. The City of Tallahassee will reimburse the County 50% (\$109,500) of the costs to provide security services at the Public Safety Complex. Funding is included in the proposed FY16 budget.

### **Staff Recommendation:**

Option #1: Approve the Agreement awarding bid to Barkley Security Agency, Inc. in the amount of \$272,312 for Security Guard Services, as a continuing services contract (Attachment #1), and authorize the County Administrator to execute.

## Report and Discussion

### **Background:**

The Division of Facilities Management currently administers a continuing service contract with a private security guard service for after-hours security of the Courthouse and 24-hour security of the Public Safety Complex. The security guard service patrols the Courthouse interior and exterior for secure doors, potential safety issues, and authorizes the entry of persons and vehicles, as well as other duties performed. The current contract requires one armed and one unarmed guard from 4:45 p.m. to 1:00 a.m. on weekdays at the Courthouse.

The security guard service at the Public Safety Complex, located at 911 Easterwood Drive. The guard service patrols the Public Safety Complex's interior and exterior for secure doors, potential safety issues, and authorizes entry of person and vehicles, as well as other duties. Additionally, the guard service monitors the security desk, which includes several cameras, gates, and notification panels. The current contract requires two armed guards, seven days per week, 24 hours per day, 365 days a year. The costs of these services are divided equally between the City and County. Per the agreement with the City, the County pays all upfront costs and the City reimburses the County its 50% share.

The County also contracts with the security guard service for short-term assignments such as elections and other special events on an hourly basis. This Agreement is for a period of two years, and may be extended for three additional one-year periods at the discretion of the County.

### **Analysis:**

The bid was advertised locally on April 20, 2015 and 79 vendors were notified through the automated procurement system. A total of 34 vendors requested bid packages, which resulted in eight bids (Attachment #2).

The bid award is based on staff evaluation and the assignment of points. The bid award criteria are divided into three sections:

Cost (cost plus Local Preference Points)	50 points
References (# of years in the security business, # of employees, etc.)	25 points
Staffing and Management Plan (written plan, site manager resume and experience, emergency contact information)	25 points

These items total to a maximum bid value of 100 points. The vendors were ranked by total points received and the highest scoring vendor was recommended for bid award.

The lowest responsive bidder after the application of the local preference is Barkley for a bid price of \$272,312. This equates to \$53,312 for the Courthouse and \$219,000 for the Public Safety Complex, of which 50% will be reimbursed to the County by the City of Tallahassee. In addition, Barkley received the highest number of points upon staff evaluation.

The initial term of the new contract is for two years, with a start date of October 1, 2015 and expiration on September 30, 2017. After the initial period, the County, at its discretion, may extend the contract for three additional one-year periods.

There were no MWSBE aspirational goals associated with this bid due to the work being directly performed versus subcontracting out. However, it is noted that Barkley is a 100% certified local MWSBE.

**Options:**

1. Approve the Agreement awarding bid to Barkley Security Agency, Inc. in the amount of \$272,312 for Security Guard Services, as a continuing services contract (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Barkley Security Agency, Inc. in the amount of \$272,312 for Security Guard Services, as a continuing services contract.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Draft Agreement with Barkley Security Agency, Inc.
2. Bid Tabulation Sheet

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, 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."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County services related to Security Guard Services in accordance with: 1) Security Guard Services, Continuing Supply, Bid# BC-05-14-15-32 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing 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. TIME

The Agreement resulting from this solicitation is anticipated to be for a period of two (2) years, commencing on October 1, 2015 and shall continue until September 30, 2017. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than three additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. 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 unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS TO THE GENERAL CONTRACTOR

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a

check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Shelly Cason  
Street Address: 1907 S. Monroe Street  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: 850-606-5000  
E-mail: casons@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:  
Street Address:  
City, State, Zip Code:  
Telephone:  
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services 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.

7. STATUS

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

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease

each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be 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 is 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.

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 of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically identified by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. FIDELITYBOND:

A Fidelity Bond in the amount of \$100,000 shall be supplied by the successful Contractor prior to contract execution. Coverage to be provided shall include: Employee Theft – Per Loss Coverage; Employee Theft– Per Employee Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency

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.

13. INDEMNIFICATION

The Contractor 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 Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the 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 paragraph 1 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. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider 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 provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

16. 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 if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his 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 cancellation of this Agreement by Leon County.

18. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program

(this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

- b. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- c. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- d. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

20. 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.

21. 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 the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. 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 the bid, Contractor shall obtain the prior written consent of the County.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. 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.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

- Exhibit A - Solicitation Document
- Exhibit B - Vendor Response
- Exhibit C - Tabulation Sheet

**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:  
Bob Inzer, Clerk of the Circuit Court & Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esquire  
County Attorney

**BARKLEY SECURITY AGENCY, INC.**

By: \_\_\_\_\_  
President or designee  
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

**Bid Title: Security Guard Services, Continuing Services**  
**Bid No: BC-05-14-15-32**  
**Opening Date: Thursday, May 14, 2015**  
**Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308**

**I. INSTRUCTION TO BIDDERS**

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. \_\_\_\_\_*  
*Board of County Commissioners*  
*Leon County Purchasing Division*  
*1800-3 N. Blair Stone Road*  
*Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.**

PURPOSE:

Leon County is seeking the services of a qualified contractor for the provision of professional security guard services at the Leon County Courthouse, Public Safety Complex and other locations that may later be designated by the County. Award shall be based upon the criteria stated in this invitation to bid.

Rates provided shall be current and be effective during the first twelve (12) months of the Agreement. At the discretion of the County, price adjustments may be negotiated annually after the initial period.

Requests for increases must be submitted in writing by the vendor at least 60 days prior to anniversary date of the project award. Any price adjustment shall not exceed changes in the services category defined in the Consumer Price Index, Table 1, for the twelve (12) month period prior to the requested increase.

At the discretion of the County, price increases/de-creases may be negotiated under either of the following conditions:

1. Price increase/decrease in the Consumer Price Index.
2. Adjustment to the federal minimum wage.

Services under this contract must be provided by the contractor. Sub-letting of services is not allowed.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

**Addenda:** <http://www.leoncountyfl.gov/procurementconnect/>

**Public Meetings:** <http://www.leoncountyfl.gov/procurementconnect/>

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
April 20, 2015	<b>Release of the ITB</b>
<b>Not later than:</b> May 5, 2015 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> May 14, 2015 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

#### PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

#### UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

#### MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
  2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:
    - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

- b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
  - c. Provide increased levels of information and assistance available to MBE:s and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE:s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail [wilkssh@leoncountyfl.gov](mailto:wilkssh@leoncountyfl.gov).
- B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

#### LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
  - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
  - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. For purposes of this section, "local business" shall mean a business which:
- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

**INSURANCE:**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. 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.

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements 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.

2. 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.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- 1. 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.
- 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. 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.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. 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.*

6. 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 of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder

should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

FIDELITYBOND:

A Fidelity Bond in the amount of \$100,000 shall be supplied by the successful Contractor prior to contract execution. Coverage to be provided shall include: Employee Theft – Per Loss Coverage; Employee Theft– Per Employee Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency

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.

TIME:

The Agreement resulting from this solicitation is anticipated to be for a period of two (2) years, commencing on July 1, 2015 and shall continue until June 30, 2017. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than three additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

### EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

### PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

### STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

### AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. 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 contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, 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 contract.
3. Upon completion or termination of the contract 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 paragraph 1& 2 above.
4. 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.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

### TERMINATION

The 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 if thin the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an 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 representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor 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 Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney-s fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

PENALTIES:

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

**AWARD CRITERIA**

The bid will be awarded as soon as possible based on the following evaluation criteria:

**A. Cost - 50%**

The respondent submitting the low bid will receive the maximum points for the cost element. The other respondent's scores will be based on a percentage of the dollar amount higher than the lowest cost. The formula used to determine points awarded is:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 50 = \text{Point Score for Cost}$$

**B. References - 25%**

1. All bidders shall provide on Company letterhead, the number of years in the Security business, current number of employees and general capabilities of the Company.
2. Must provide proof that the Company has actively been engaged in the Security business over the past three (3) years.
3. All bidders must provide at least five (5) references. At least two (2) references must be a current customer. Each reference shall contain the following:
  - a. Name and address of company.
  - b. Site(s) of work under contract.
  - c. Person to contact (contract manager), telephone and fax numbers.
  - d. Contract term (starting and ending dates).
  - e. Summary of type(s) of security provided under the contract.

*Any references provided that do not lead to a person that can make a reference (wrong phone numbers, wrong person, unable to speak), shall be scored a zero for that reference.*

4. All bidders must list any and all contracts that have been terminated or lost due to unsatisfactory performance within last five (5) years. These contracts shall be reported in the same format as a reference with contact Person information as outlined above.

**C. Staff and Management Plan - 25%**

1. All bidders shall provide for review, a proposed staffing and management plan, consisting of not less than comprehensive organizational information, as further supplemented by any detailed operating instructions, procedures, etc., that are intended to be specific to this project.
2. Bidder must provide an experienced contract manager capable of resolving problems.

Please provide the resume of the contract manager to be assigned this contract.

3. All site managers engaged in directing the work to be accomplished under this contract shall possess at least two (2) years experience in directing and managing qualified personnel in a similar project.
4. The bidder must provide an emergency contact person and phone number. The person must respond within 15 minutes when called.

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy **and may not be inclusive of all items required** within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Affidavit Immigration Laws
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Applicable Licenses/Registrations
- \_\_\_\_\_ References
- \_\_\_\_\_ Proof of years of service
- \_\_\_\_\_ Staff Management Plan

**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY \_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

**BASE BID, HOURLY RATE PER PERSON:**

LEON COUNTY COURTHOUSE:	Armed Guard	_____
	Unarmed Guard	_____
PUBLIC SAFETY CENTER:	Armed Guard	_____
	Unarmed Guard	_____
GENERAL SERVICES:	Armed Guard	_____
	Unarmed Guard	_____

## ATTACHMENT I SCOPE OF SERVICES

The purpose of this bid is to secure a private security guard contractor for the provision of professional security guard services at the Leon County Courthouse, Public Safety Complex and any other locations that may be later designated by the County. Award shall be based upon the criteria stated in this invitation to bid. The contract shall cover an initial period of two (2) years and may, at the discretion of the County, be extended for three (3) additional one (1) year periods.

Services to be provided are as follows:

A. **Guards** - The Contractor shall provide properly trained and fully outfitted security guards to respond satisfactorily to the needs of the County as specified herein. Specific requirements shall include, but may not be limited to the following:

1. **Certification** - All guard personnel shall be currently certified security guard officers according to State of Florida requirements. In addition, the contractor's personnel shall also comply with U.S. Marshall's Service (USMS) requirements for Court Security Officers (CSO). An abbreviated text of the USMS requirements is provided as Attachment II, and is incorporated by reference.

Certification as a law enforcement or correctional officer, pursuant to Chapter 943, Florida Statutes, shall supercede the need to also possess licensure as a private security officer or company as required in Chapter 493, Florida Statutes.

Furthermore, all Certifications and qualifications of security guards used in response to this contract shall be made available to the County, upon demand, and shall be provided in the categories as follows:

- a. At the Courthouse at least one armed and one unarmed guard is required;
  - b. Additional armed/unarmed guards may be required as specified herein.
  - c. At the Public Safety Complex at least two armed guards is required seven (7) days per week 24 hours.
2. **Uniforms** - All security guards shall wear County approved uniforms upon arrival at the premises and shall remain in full uniform at all times during the specified work schedule.
3. **Presence on Job** - A security guard shall 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, except as may be further defined in subparagraph "B.9." below.
4. **Entry/Exit Procedures** - All security guards arriving at or departing from the Leon County Courthouse building for the beginning or end of a work shift shall follow the check-in and check-out procedures defined as follows:
- a. All guard check-in and check-out shall come through the office of the Facilities Management parking attendant. Arrival shall be at least 5 (five) minutes prior to the specified work shift. Departure shall not be prior to the specified end of the work shift.
  - b. The guard shall be required to sign for the receipt of any keys or special instructions received from the Facilities Management staff. Prior to departure from the premises at the end of a shift the guard shall return all keys along with all reports covering the work shift having just ended.

- c. A roster of all current security guard employees shall be maintained by the Division of Facilities Management as noticed by the security guard company. Any person or persons who reports for work and identifies themselves as someone other than contained upon this official security guard list shall be denied access to the building and reported to the proper authorities.

5. **Communication Equipment** - The security guard contractor shall provide a reliable method of communicating from a remote location with each security guard on duty. Communication shall be maintained at all times. Acceptable methods shall include, but are not limited to the following:

- a. Cellular phone
- b. Beeper/Pager
- c. Portable radio

In any event, a security guard who is on duty shall be capable of responding to any calls received within a time period not in excess of 5 (five) minutes. All costs for this service shall be borne by the contractor, except for a County-issued phone which shall be made available for use at the guard station (and may be used for local calls only).

Establish and maintain radio and/or cellular phone contact with Dispatch at the Public Safety Complex.

6. **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 judgement, in any way, while on the job shall be asked to leave the premises at once.

B. **Duties** - All security guards employed under this contract shall be expected to maintain the premises entrusted to them in a secure and responsible fashion at all times. Specific duties shall include, but are not limited to, the following:

1. **Flags** - Raising and lowering of building flags.

2. **Doors** - Lock/Secure all exterior doors and entrances to the building at the beginning of each shift and usher the Board members and any Administrative staff to their vehicles following Board meetings or any other after-hours activities.

3. **Traffic Flow** - Monitor and control all traffic entering and exiting the building after hours. A log of all persons entering and exiting the building during these time periods shall be maintained by the guard at the designated guard station except during the regularly scheduled meetings of the Board Of County Commissioners or other public activities as communicated to the Contractor. After hours, guards are not to allow anyone to enter Courthouse unless they produce a Courthouse I.D. badge, or they have a written notice from Facilities Management, with the name of person and their purpose for being in the Courthouse. Report any person(s) to Facilities Management found in the Courthouse that have not come through security.

4. **Custodial Service** - Monitor the entry and exit of custodial personnel.

5. **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 or within (2) hours after reporting for the next day's work 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.

6. **Exterior Inspections** - Check the building perimeter and verify that all exterior doors remain secure every hour after the building is closed. Irregular routes and times shall be used to conduct these inspections. The maximum time away from the guard post shall be 5 minutes. If a page is received while make inspections, guards must return to station IMMEDIATELY.
7. **Interior Inspections** - Check to see that all levels of the building and parking garage are secure every hour after the building is closed. The maximum time away from the guard post shall be 10 minutes.
8. **Data Center** - Check and record the ambient room temperature in the MIS data center every hour after the building is closed. Follow the instructions provided on the sign-in sheet should the room temperature be too high.
9. **Fire Alarm/Emergency Response** - The security guard shall be briefed in building evacuation and alarm response procedures and shall provide this function while on duty. The guard shall notify the proper authorities during cases of extreme emergency and shall rely upon professional judgment prior to leaving the premises or entrusting it to others.
10. **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 may contact the Facilities Management 24-hour "On-Call" man at 545-4222.
11. **After Hours Responsibility** - 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.
12. **Other** - Other specific duties may be added to or deleted from the Scope of Work as follows:
  - a. 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
  - b. 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).
13. Additional Public Safety Complex Scope of Work that was not included in above duties:
  - a. Ensure that prompt, appropriate and trained action is taken to prevent or minimize losses, accidents, fires, property damages, safety hazards and security incidents.
  - b. Operate security monitoring system devices maintained by the Public Safety Complex.
  - c. Monitor alarms, surveillance, screens, and recording devices as appropriately assigned, which includes cameras, gates, maintaining security awareness, and carrying out basic security tasks as required.
  - d. Report hazardous conditions and physical security problems
  - e. Enforcement of designated Barkley Security and Leon County Facilities Management regulations, policies and procedures.
- C. **Schedule** - The Contractor shall provide 52-week per year representation in each of the described locations in accordance with the following weekly work schedules:

1. **Courthouse (armed services):**

Monday through Friday 4:45 p.m. - 1:00 a.m. (8.25 hours)

2. **Courthouse (unarmed services):**

Monday through Friday 4:45 p.m. - 1:00 a.m. (8.25 hours)

3. **Unforeseen Circumstances:** County buildings may need to be closed periodically and coverage maintained during such instances as natural disaster, warnings, or other emergencies. The contractor shall be noticed of these instances when the need becomes available.

4. **Public Safety Complex (armed services):**

Sunday through Saturday 7 days a week, 24 hours a day

D. **General Requirements:**

1. The Contractor shall be responsible for providing all necessary labor, uniforms, weapons and ammunition, insurance, training, communicative devices, support services and any other items needed to provide guard services according to the various provisions of this contract.

2. Quarterly reports shall be issued by the Contractor to the Division of Facilities Management detailing a professional observation of current security practices. Any recommended changes may or may not be implemented at the discretion of the Director of Facilities Management.

3. The Scope of Services defined in this bid may change as the need arises. The County reserves the right to adjust the Scope of Services to include, but shall not be limited to, the following:

- a. The number of hours that security guard services are required.
- b. The procedures by which the security guard is governed in his/her daily activities.
- c. The buildings, sites, etc., to which guard services may be extended.
- d. The number of security guards required
- e. The need for the security guard to be armed; and
- f. Any other conditions or requirements which may need to be

4. The County shall only be responsible for payment of the unit costs indicated within this contract, for actual hours worked, and shall not be considered responsible for employee overtime, benefits, etc. The County shall likewise not be considered responsible for the transportation, safety, or well-being of guard service employees.

E. **Unit Cost for Services**

Costs for the services requested in this invitation to bid shall be based upon the **hourly rate per person** for the level of services at the sites as shown below:

1. **Basic Guard Services - Leon County Courthouse:**

- a. Armed Guard
- b. Unarmed Guard

2. **Additional Guard Services:**

- a. Armed Guard
- b. Unarmed guard

3. **Basic Guard Services – Public Safety Complex**

- a. Armed Guards (2)

**ATTACHMENT II  
ABBREVIATED U.S. MARSHALL'S SERVICE (USMS) REQUIREMENTS FOR COURT SECURITY OFFICERS (CSO)**

In order to be considered as a CSO, an individual must meet certain minimum qualifications as referenced at [http://www.usmarshals.gov/judicial/court\\_security\\_officer.htm](http://www.usmarshals.gov/judicial/court_security_officer.htm).

1. Candidates must be U.S. citizens at least 21 years of age, and be able to fluently speak, read and write the English language.
2. CSO applicants must also be a graduate of a certified Federal, state, county or local law enforcement training program and have had at least 3 years job experience in law enforcement.
3. CSOs must successfully pass a background investigation and physical examination requirements.
4. Once employed, a CSO must also successfully complete an approved firearms course with a U.S. Government issued weapon.
5. CSOs are required to pass an annual medical examination and weapons qualification to remain employed on the contract.
6. They must also successfully pass a 5 year reinvestigation of their background.

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Barkley Security Agency, Inc.

(Firm Name)

BY

Lomar C. Barkley  
(Authorized Representative)

Lomar C. Barkley

(Printed or Typed Name)

ADDRESS

18229 Bluestar Hwy

Quincy, FL 32351

EMAIL ADDRESS

Lbark1948@aol.com

TELEPHONE

850-627-2151

FAX

850-627-2133

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 5-05-15 Initials LB

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

**BASE BID, HOURLY RATE PER PERSON:**

LEON COUNTY COURTHOUSE:	Armed Guard	<u>\$12.50</u>
	Unarmed Guard	<u>\$11.30</u>
PUBLIC SAFETY CENTER:	Armed Guard	<u>\$12.50</u>
	Unarmed Guard	<u>\$11.30</u>
GENERAL SERVICES:	Armed Guard	<u>\$12.27</u>
	Unarmed Guard	<u>\$11.20</u>

1	Bid Forms
2	Executive Summary
3	Work History & Performance
4	References
5	Management Plan Resumes Organizational Chart
6	Staffing Plan Operating Plan
7	Hiring Procedures
	Training Program
	Uniform Policy
	Licenses

RECEIVED  
2014 MAY 14 AM 9:00  
PURCHASING DIVISION  
LEON COUNTY

# Tab 1

Cover Letter  
Bid Forms



## BARKLEY SECURITY AGENCY, INC.

Robert E. Barkley, Sr.  
Owner

May 13, 2015

Board of County Commissioners  
Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, FL 32308

To Whom It May Concern:

Our company was organized in August 1988, and at present we have over 200 employees. Our corporate office is located at 18229 Memorial Blue star Highway, Quincy, Florida; and a Branch Office located at 101 Union Street, Jacksonville, Fl.

Barkley Security is a leading security supplier in the Northwest region, and certified by the State of Florida as a (MBE) Minority Business Enterprise, DBE, Small Business Enterprise, and was certified has a 8(a) firm. Because of our stability we have the capital, equipment, and expertise needed for any size project.

Choosing the right security provider today means you can expect continuous performance year after year. Financial strength is an often overlooked indicator of a provider's long-term presence. It provides you greater confidence regarding the provider's ability to:

- ❖ **Make payroll 100% of the time, on-time**
- ❖ **Maintain an office and branch office seven (7) days per week**
- ❖ **Survive during the normal turbulence of doing business**

Barkley Security Agency, Inc. would like to be considered for your security needs. We believe that the security program outlined in our proposal will show our knowledge of the project and willingness to provide the services.

Please allow me to quickly outline some of the principles Barkley Security will supply:

- 1. A complete understanding** of what is wanted by you from a security application standpoint. We will conduct an extensive site survey stating corrective recommendations and develop a complete set of security instructions for each post. These instructions would be used as a guide for our training program, and will insure that our officers carry out their functions according to your needs.

Quincy Office:  
P.O. Box 1726  
Quincy, FL 32353  
(850) 627-2151  
Fax: (850) 627-2133

Shipping Address:  
18229 Memorial Bluestar Hwy  
Quincy, FL 32351

Jacksonville Office:  
101 E. Union St., Suite 101  
Jacksonville, FL 32202  
(904) 475-1860  
Fax: (904) 475-1861

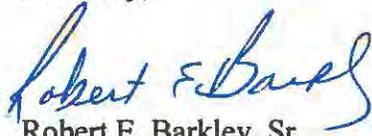
2. ***Careful selection*** of the security officers assigned to your facility. We have personnel that recruit and interview prospective security officers. We conduct pre-Employment background checks by sending confidential questionnaires to all employers and character references listed on the application.

All persons employed by Barkley Security are submitted to FDLE for a total employee background check and must have a valid State Security License D or G and Valid Driver's license.

3. ***Provide consistent, multi-level supervision*** of the officers assigned to your facility. This is a genuine effort to work with the officers to improve performance. Barkley Security supervisors will be on duty 24 hours per day, 7 days per week. They assist in training new officers, provides emergency relief, and monitor overall officers performance.
4. ***Most importantly we maintain a close working relationship with our clients.*** When we provide you security, you will see a corporate manager at least monthly and more often if desired. He/She will be constantly checking for any changes or problems that might arise. Through frequent contact, we control problems when they are small and easy to correct.

One of the major reasons for our success is our good reputation, enhanced by the references provided by our clientele. I encourage you to call on any of our clients to check on our performance. There is no better way for you to evaluate our ability to serve you than to contact our customers.

Sincerely,



Robert E. Barkley, Sr.  
President

**Bid Title: Security Guard Services, Continuing Services**  
**Bid No: BC-05-14-15-32**  
**Opening Date: Thursday, May 14, 2015**

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Barkley Security Agency, Fl

Signature: [Handwritten Signature] Title: Vice President

STATE OF Florida  
COUNTY OF Gadsden

Sworn to and subscribed before me this 13 day of May, 2015

Personally known ✓

[Handwritten Signature]  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires: 8/22/17

[Handwritten Signature]  
Printed, typed, or stamped commissioned name of notary



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Bid Title: Security Guard Services, Continuing Services  
Bid No: BC-05-14-15-32  
Opening Date: Thursday, May 14, 2015

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.



Bidder's Signature

Vice President

Title

May 13, 2015

Date

Bid Title: Security Guard Services, Continuing Services  
Bid No: BC-05-14-16-32  
Opening Date: Thursday, May 14, 2016

**INSURANCE CERTIFICATION FORM**

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES     NO

Commercial General Liability:    Indicate Best Rating: A+ IS  
Indicate Best Financial Classification: \_\_\_\_\_

Business Auto:    Indicate Best Rating: A+ IS  
Indicate Best Financial Classification: \_\_\_\_\_

1. Is the insurer to be used for Workers' Compensation Insurance listed by Best with a rating of no less than A:VII?

YES     NO

Indicate Best Rating: A+ IS  
Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES     NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.



**Bid Title: Security Guard Services, Continuing Services**  
**Bid No: BC-05-14-15-32**  
**Opening Date: Thursday, May 14, 2015**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

*Lomas C Barkley*  
Signature

Vice President  
Title

Barkley Security Agency, Inc.  
Contractor/Firm

18229 Bluestar Hwy Quincy, FL 32351  
Address

Bid Title: Security Guard Services, Continuing Services  
Bid No: BC-05-14-15-32  
Opening Date: Thursday, May 14, 2015

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <b>Barkley Security Agency, Inc.</b>	
Current Local Address: <b>18229 Bluestar Hwy Quincy, FL 32351</b>	Phone: <b>850-627-2151</b> Fax: <b>850-627-2133</b>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: <b>P.O. Box 1726 Quincy, FL 32351</b>	Phone: <b>850-627-2151</b> Fax: <b>850-627-2133</b>

Lomar C. Barkley  
Signature of Authorized Representative

5-13-15  
Date

STATE OF Florida  
COUNTY OF Gadsden

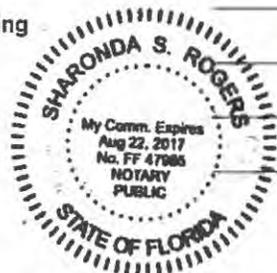
The foregoing instrument was acknowledged before me this 13 day of May, 2015  
By Lomar C. Barkley of Barkley Security Agency  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a Florida Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification

Sharonda S. Rogers  
Signature of Notary

Sharonda S. Rogers  
Print, Type or Stamp Name of Notary

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308



Title or Rank

Serial Number, If Any

May 5, 2015

RE: Bid Title: Security Guard Services, Continuing Supply  
Bid No: BC-05-14-15-32  
Opening Date: May 14, 2015 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project.

The following questions and answers are provided for reference to assist in the preparation of your bid response:

- Q. Pursue to the Insurance Section, # 6, "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 the subject to all of the requirements stated herein." This means our company can subcontract this bid opportunity? Please confirm.
- A. *No. Unfortunately this part of the solicitation is simple boiler plate language and was inadvertently left in. It is specifically stated under the PURPOSE: Services under this contract must be provided by the contractor. Sub-letting of service is not allowed.*
- Q. Who is the current security company/incumbent and when did they start?
- A. *Barkley Security Agency. Current contract was awarded on 10/1/2010.*
- Q. What is the current BILL RATE Leon County is paying for security services?
- A. *Armed is \$12.37, Unarmed is \$11.20*
- Q. Is there any specific reason(s) this job is out for bid?

Security Guard Services, Continuing Services  
May 6, 2015  
Page 2

- A. *End of contract term. This type of service is typically bid every 5 years.*
- Q. Is there a specific Price Sheet issued by the county?
- A. *There is a price sheet contained in the solicitation document following the bid response page.*

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,



Don Tobin, CPPB  
Purchasing and Contract Administrator

DT

## **Tab 2**

**Executive Summary  
Scope, Approach & Methodology  
Core Competencies  
Differentiators**



## EXECUTIVE SUMMARY

Founded in 1988, The Barkley Security Agency, Inc. has been a leader in preventive security measures. The Founder and President, is a veteran police officer with more than 30 years as a professional rising through the ranks to the position of Chief of Police. Barkley Security Agency has a management support staff which consists of contract managers, alternate contract managers, area managers, site supervisors, sales compliance officer, financial officer, clerical staff and over 200 **armed and unarmed security officers**. Our corporate headquarters is located at 18229 Memorial Blue Star Highway, Quincy, Florida. We have a branch office located at 101 East Union Street, Jacksonville, Florida. This office allows us the flexibility to address any security needs in the surrounding areas.

Barkley Security was the first security company selected to provide State Wide Contract Security services for the Department of Management Services and successfully received through the Governor's Office and DMS the "Minority Business Entrepreneur of the Year Award" for outstanding performance in contractual services for the State of Florida.

Barkley Security Agency, Inc. provides **armed and unarmed** coordinated prevention and deterrence security services to County, State, private and Federal agencies. We are certified as a State MBE, DBE, and formally an 8(a) firm. Our company has been a corporation in the State of Florida since 1992. In the years since our inception, the Barkley Security Agency has grown steadily; the company has over 150 professionally qualified security personnel with over 45 percent having graduated from a law enforcement or military academy.

Our main goal is professionalism. That is to constantly seek the best for our security clients and offer the best working environment for our employees.

A contact person is on call at the Barkley Security Agency Headquarter, and Branch Office 24 hour per day. Our 24-hour a day contact number is 800-550-4251, fax# (850) 627-2133 and (e-mail address [Lbark1948@aol.com](mailto:Lbark1948@aol.com)) Our branch office, a 1000 square foot office located in the Enterprise Center at 101 East Union Street, Jacksonville, Florida, toll free number is 888-781-4810.

## **CORPORATE AND BRANCH OFFICE LOCATIONS**

### **Corporate Office**

Barkley Security Agency Headquarters  
18229 Memorial Blue Star Highway,  
Quincy, Florida.  
24-hour a day contact number: 800-550-4251 or 850-627-2151  
Fax# (850) 627-2133  
E-mail address [Lbark1948@aol.com](mailto:Lbark1948@aol.com))

### **Branch office**

Enterprise Center, 101 East Union Street,  
JACKSONVILLE, FLORIDA  
Toll free number is 888-781-4810;  
Fax# (904) 475-1861  
E-mail address [Barkley02@aol.com](mailto:Barkley02@aol.com)

## **Barkley Security Agency Owners**

Robert E. Barkley, Sr.  
President/Manager  
P.O. Box 1726  
18229 Memorial Blue Star Hwy  
Quincy, Florida  
850-251-3623 (cell)  
850-627-2151 (office)  
850-627-2133 (fax)  
[Rbarkley46@aol.com](mailto:Rbarkley46@aol.com)  
Barkleysecurityagency.com (web page)

Lomar C. Barkley  
Vice President  
Post Office Box 1726  
18229 Memorial Blue Star Highway  
Quincy, Florida 32351  
850-627-2151 (office)  
850-251-3625 (cell)  
850-627-2136 (Fax)  
[Lbark1948@aol.com](mailto:Lbark1948@aol.com)  
Barkleysecurityagency.com (web page)

## **About the President/CEO**

Our President and CEO Robert E. Barkley, SR., a Quincy native founded the company in 1988. Mr. Barkley is a veteran law enforcement officer with more than thirty years of experience. He is the former Chief of the Quincy Department of Public Safety and Director of Crime Prevention and Education Division of the Gadsden County Sheriff Department. Mr. Barkley is recognized throughout the southeastern United States as a crime prevention specialist, being named the national Youth Crime Watch Officer of the Year for the State. The Governor of Florida, the Florida Cabinet, and U.S. Attorney General also recognized his crime prevention efforts. Under his leadership, the firm has provided Administrative, Investigative, Patrol, and Prevention Security Services to a wide array of commercial and government entities. Barkley Security Agency has over 200 hundred full-time and part-time employees assigned from our headquarters and branch offices. These employees are broken down into the following categories:

### **Executive Staff**

- **Contract Manager**
- **Assistant Contract Manager**
- **Sales/Compliance**
- **Area Supervisors**
- **Dispatcher**
- **Clerical**
- **Supervisors**
- **Security Officers**
- **Lead Officers**
- **Site Supervisors**

### **Organizational Structure**

Like all other large companies with hundreds of employees, Barkley Security Agency has an organizational structure. What makes our organizational structure unique is that we never forget that our clients are the apexes of our organizational pyramid.

First we have our President who is responsible for the direct command of the Vice President/ Contract Manager, Assistant Contract Manager, Area supervisors and guard staff.

The Contract Manager is in charge of the division that ensures that all service requirements are met. He/She coordinate and supervise the activities of the Area Supervisor, Site Supervisors, and Security Officers to better serve you.

### **Client Profile**

The Barkley Security Agency believes that the most important objective for providing quality security support services is to understand exactly what are the requirements and expectations. We are then able to design the best preventive and deterrent measures to fit those requirements and expectations.

### **Effective & Creative Management**

It is an often-quoted maxim at Barkley Security Agency that the fundamental key to our business success is our effective and creative management. Through policies and procedures, staff managers must have the ability to lead and formulate a company environment where each employee's internal motivation can flourish. Management understands that in order to provide total quality service to all clients, we must provide total quality support to our employees. As a service organization, our personnel are well trained, supervised, and specifically selected for each client. A challenge to all of us, and one that is met successfully each day.

### **Barkley Security Agency Has a Solid Reputation**

Our company enjoys an excellent reputation throughout the Western, Northern, Central and Southern Regions. Barkley Security Agency services some of Florida's most prestigious firms (see Client Information). We would be very proud to continue our service with you.

### **The Barkley Security Agency Philosophy**

Barkley Security Agency philosophy is simple, Professionalism in every area. This philosophy is in every aspect of the company. The company's size, our experiences management and a commitment to total customer satisfaction give Barkley Security Agency an excellent position in the market.

### **Barkley Security Agency the Industry Leader**

Barkley Security Agency is recognized as an industry leader, evidenced by the following:



- 2003 Minority Business Entrepreneur of the Year for "Outstanding Performance In Contractual Services, Presented by the State of Florida (DMS)
- Recognized by the Tallahassee Leon County Board of Commissioners, Leon County Courthouse, for outstanding job during the RE-COUNT of the Presidential Election in Florida
- Recognized by the Tallahassee Leon County Board of Commissioners for outstanding services provided to them during September 11<sup>th</sup>
- Recognized by Florida A&M University for our outstanding service and immediate attention to the bombing incidents on campus, October 1999
- 1998 Awarded 8(a) Certification
- 1996 Small Business of the Year Award presented by Florida A&M University
- Youth Crime Watch Officer of the Year, for the State of Florida

You are the client-Barkley Security Agency is the server. Your goals are our goals. With Barkley Security Agency, you are not just purchasing service from a run-of-the-mill guard service. You

are contracting with a professional organization, with recognized achievements and documented statistics. We can prove that our service is one of the best.

Barkley Security clients list Include some of the most recognized agencies federal, state and private. These clients have enjoyed an exceptionally high level of professionalism and effectiveness. The kind of attention to safety and detail that has made Barkley Security the most premier and trusted source of security services in the industry today.

### **Mission Statement**

It is our mission to provide professional, high quality security protection 24 hours per day, and to ensure competent, trained security guards and security personnel with excellent moral character. We treat all clients and all individuals with respect and dignity no matter with the situation or circumstance, whenever and wherever you need us. Barkley Security is a full service protection organization that specializes in providing trained armed and unarmed security guards, security patrol, alarm response, and special events.



## **SCOPE, APPROACH AND METHODOLOGY**

### **Scope of Work:**

The Barkley Security Agency will provide appropriately equipped and well-trained certified and/or licensed Security guards per the specifications and conditions of your property. Barkley Security shall ensure that security guards properly carry out the primary duty of safeguarding the property, staff and general public. Barkley Security will provide all labor, supervision, material and equipment necessary to perform and complete the services in all aspects in accordance with your requirements. We hereby warrant that all services shall be performed in accordance with the specifications and negotiated terms. In addition, Barkley Security shall comply with your property regulations, policies, and procedures including those relating to hazardous materials and other environmental health and safety issues and all applicable local, state and federal regulations and laws.

The responsibilities of Barkley Security Officers will include, but not be limited to:

- An internal inspection and patrol of your Property, along with familiarity of the activity of the location
- Protection of all property
- Report hazardous conditions and physical security problems
- Enforcement of designated Barkley Security regulations, policies, and procedures
- Provide public safety and security enforcement services to your property

### **Barkley Security Agency will provide the following:**

1. The services to be provided are seven (7) days per week
2. These services will include, but not limited to: monitoring the specified area as outlined in your SOW, maintaining security awareness; and carrying out basic security tasks as required by your company.
3. All security officers working under this contract shall report to work in consistent uniforms provided by Barkley Security. **These uniforms will clearly identify the employee as a Security Officer and shall include a picture ID badge.**
4. All security officers will
  - Maintain discipline, professional appearance, and integrity
  - Be required to enforce your company and BSA rules and regulations, policies and procedures
  - Ensure that prompt, appropriate and trained action is taken to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents

- Operate security monitoring system devices maintained by your property
- Monitor alarms, surveillance, screens, and recording devices as appropriately assigned
- Establish and maintain radio and /or cellular phone contact
- Investigate unusual occurrences in and about the premises, and maintain awareness of special activities taking place throughout the property and surrounding area
- Conduct random foot patrol
- Follow written instructions that outline specific activities
- Will respond to any calls received in the appropriate time expectations
- Will inspect exterior doors for proper lock down at facilities set time
- Will be available as required for special events and situations

### **Foot Patrols**

Barkley Security will utilize the most effective mean to insure the safety of the clients, staff and general public. We utilize our officers to randomly conduct foot patrol. Barkley Security has found that foot patrol is a mix of police strategies that significantly enhances safety.

It is the policy of Barkley Security officers to patrol in a proactive manner, to aggressively investigate suspicious persons and circumstances, and to actively enforce the policy and rules while insisting that your clients, staff and the public is treated in a courteous manner.

### **Background Check and Certification**

All officers employed by Barkley Security will have a background check through FDLE.

Due to sensitivity of positions offered and the requirements for increased awareness of security, prior to any candidate being considered for employment as a Security Officer under this contract with the Barkley Security Agency, Inc., the company will perform the following verification checks:

- **BACKGROUND CHECK** – We are contracted with Federal Background Services who perform an instant search of criminal records from 50 states and the District of Columbia. The Federal Background Services return a report containing information, including felony and misdemeanor records, sex-offender registries, inmate records, and arrest information. Once we hire an individual, Federal Background automatically monitor our active employees to make sure they still meet our standards for employment screening.

All officers assigned at your property will be certified by the State of Florida and governed by chapter 493, Florida Statutes. These officers will possess the following:

- The ability to meet and deal tactfully with clients, staff and general public
- The ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures

- Have poise, self confidence and the ability to make sound decisions and react quickly under stressful conditions
- Ability to prepare clear and concise reports
- Ability to learn and adapt to changing situations; and
- Ability to accept and respond to instructions and directions
- Be a citizen of United States of America
- Be at least 21 years of age or older
- Ability to withstand physical demands of the job and be capable of responding to emergency situations
- Be a high school graduate or have a GED equivalency
- Be able to speak, read and write the English language
- Clear the mandated background investigation

### **Sufficient Security Staff**

Barkley Security Agency, Inc. has the staff to compete successfully for contracts of any complexity and scope.

The company prides itself on its ability to recruit officers and staff. It has established a very close working relationship with active and retiree law enforcement associations and agencies within the State of Florida and surrounding areas. The company maintains a website ([www.barkleysecurityagency.com](http://www.barkleysecurityagency.com)) for job postings and quarterly places advertisements within the local and statewide media, Workforce Plus, and attends jobs fairs on a regular basis. The company has found that this constant recruiting technique provides a continuing database of quality prospective managers and security officers. Our company provides the flexibility, quality of training, and ability to offer such a wide range of services. We have the personnel to complete any size job available. We have the backup for any officer who may be absent for any reason (personal, vacation, sick).



## *Core Competencies*

Barkley Security Agency, Inc. provides armed and unarmed coordinated prevention and deterrence security services to County, State, private and Federal agencies. We are certified as a State MBE, DBE, and formally an 8(a) firm. Our company has been a corporation in the State of Florida since 1992.

- Barkley Security Agency has a Class B Agency License and has been in business in the State of Florida for 23 years. All security guards and guard supervisors possess a State of Florida Class D security license.
- Will provide service on a 24-hour notice or less
- Replacements will be provided within 2-hours from the time a request is made
- We will provide marked company vehicles when requested
- Our Area Supervisor or corporate officer is available upon request for all meetings
- All guards will be fully instructed on policies and procedures
- All guards will make sure activity and incident reports are completed in a timely manner
- Guards are trained in First Aid and CPR
- Guards are trained in the use of Automated External Defibrillator
- Guards are trained in the use of Security Wand and Metal Detector
- Guards are trained in the application of immobilization devices to illegally parked vehicles
- Guards are trained in the issuance of parking citations and parking enforcement



## **Differentiators**

Barkley Security Agency specializes in developing individualized manpower and technology solutions for our clients while providing the right people, and budget-minded processes. Barkley Security has developed security and safety solutions for all areas of security, consistently delivering quality services and integrated solutions to all of our clients. Barkley Security aim is to:

- Promote the importance of public safety
- Support initiatives to strengthen public safety
- Promote the value of the service to stakeholders

We put effort in recruiting, screening and training to ensure that our security officers project the right image for your company.

Whether your location involves extensive customer interaction or significant security challenges, we have the right personnel for the job. All Barkley Security officers are carefully screened according to qualifications, and experience, and overall disposition for the job they would be performing.

Understanding that the success of any security program is founded in the quality and performance of the assigned personnel, Barkley Security Agency make sure that our customers are given the right officers to meet their individual security and customer-service requirements with the highest quality, and cost-effectiveness.

Barkley Security is a diversified company with more than 25 years of history, and we are proud of our distinct culture and strong values.

These values listed below, guide how we conduct our business and develop positive relationships with all our stakeholders, including customers, employees, and the communities in which we work.

### **Our values are:**

- **Integrity** – we can always be trusted to do the right thing
- **Customer Focus** – we have close, open relationships with our customers that generate trust and we work in partnership for the mutual benefit of our organizations
- **Expertise** – we develop and demonstrate our expertise through our innovative and leading-edge approach to creating and delivering the right solution

- **Performance** – we challenge ourselves to improve performance continuously and to create long-term sustainability
- **Qualified Employees** – we always take care to employ the best people, develop their competence, provide opportunities and inspire them to develop our values

# Tab 3

## Work History and Performance Past and Present Client's List



## **WORK HISTORY AND PERFORMANCE**

The Barkley Security Agency, Inc. is a dynamic security services support company, whose company headquarters is located in Quincy, Florida. The company has provided **armed and unarmed** security services to Federal, State, Commercial and private entities in the State of Florida for over 26 years. The contracts have included the management of highly skilled and professional personnel. These personnel have performed tasks as varied as preventive security, currency transport, investigative security, school resource officers, roving armed patrols, unarmed security and patrols, personnel security, property security, and sporting and entertainment event security.

The Barkley Security Agency, Inc. is proud of its successful track record in current and past contracts with the Government over the past twenty- six (26) years. Our successful performance on previous contracts is due to our management approach, planning and program management and staffing. To date, **we have not received an unsatisfactory rating for performance or not have an available option extended to us.** We have provided our clients quality diversified security support services and administered them satisfactorily. We have received considerable praise from these clients for the high quality of service we have been able to deliver. The basis is, in part lies with our Contract Management Team and its capacity in maintaining a stable work force and organizing a back-up work force that can be called upon in the event of an emergency.

The Barkley Security Agency approach to succeeding in all of its contracting endeavors is founded on three basic elements, proven expertise in fulfilling service contracts, application of proven automated cost and project control systems and the commitment of our company to the oversight of the daily operations of the contracts. In keeping with our management philosophy, our organizational structure emphasizes individual authority and minimizes the layers of management. The Barkley Security Agency operating and management philosophy simply stated is **Sustained Operational Capability and Readiness**. All personnel will be clearly aware of the chain of authority (i.e. who is responsible for what, and who is required to do what, when and how).

The Barkley Security Agency, Inc. is fully aware of its responsibility to the accomplishment mission, policies, procedures and requirements that we are required to provide. Our approach to the accomplishment of these tasks is based on efficiency, accountability, and quality control assurances. The successful operation of the contract will be the direct responsibility of the

Contract Manager **Lomar Barkley**. She will be responsible for the day to day operations, government interface, and resolution of problems areas, and compliance to all contract provisions and will have direct access to the resources and assets of Barkley Security Agency, Inc.



## **PAST AND PRESENT CLIENT'S LIST**

We have over twenty-five years experience providing security to government, federal, local and private facilities.

Services to these agencies include:

- Access control
- Monitoring of automated systems for intrusion detection (CCTV, Fire alarm panel, etc)
- Both foot and mounted patrols
- Operation of x-ray and detection equipment
- Vehicle inspection

### **WESTERN REGION**

- City of Tallahassee (City Hall)
- City of Tallahassee (Renaissance Building)
- Tallahassee Waste Water Utility
- City of Tallahassee Electric Utility (Sam O. Purdom Generating Station)
- City of Tallahassee Electric Utility (A.B. Hopkins Generating Station)
- Tallahassee Regional Airport
- I-10 Rest Area (Suwannee, Madison, Jefferson and Leon Counties)
- Big Bend Job and Education Council, Tallahassee, Fl
- Leon County Courthouse, Tallahassee, Fl
- Gadsden County Schools, Quincy, Fl
- Supervalu Warehouse, Quincy, FL
- Quincy Mushroom Farm, Quincy, FL
- Big Bend Job and Education Council, Quincy, FL
- Sunland Facility, Marianna, FL
- VA Clinic & Headquarters (Federal Contract 8(a) certification), Pensacola, FL
- Department of Environmental Protection (Federal Contract 8(a) certification), Pensacola, FL
- Chappie James Building (DMS), Pensacola, FL
- Florida A&M University, Tallahassee, FL
- R.A. Gray Building, Tallahassee, FL
- Department of Education, Tallahassee, FL
- Department of Children and Families, Tallahassee, FL
- Agency for Health Care Administration, Tallahassee, FL

- Department of Transportation, Tallahassee, FL

### **NORTHERN REGION**

- Campus Towers Senior Assistance Living Facility, Jacksonville, FL
- Morris Manor Senior Assistance Living Facility, Jacksonville, FL
- Alachua County Health Department
- Alachua County Public Schools
- Alachua County Public Schools
- National Marine Center, St. Augustine, FL
- Gainesville Regional Utility
  - Deerhaven
  - Kanapaha
  - Murphee
  - Operation Plant
  - Administration Building
  - Kelly Generation Station (as needed)
  - Alachua County Fairground ( as needed)
- Gainesville Airport
- City Libraries, Jacksonville, FL
- Fleet Management, Jacksonville, FL
- Agency for Workforce Innovation, Jacksonville, FL
- Mental Health and Welfare, Jacksonville, FL
- R.A. Gray Building, Tallahassee, FL
- Daytona Beach Regional Service Center (DMS), Daytona, FL

### **CENTRAL REGION**

- FAMU Law School, Orlando, FL
- Hargrett Building (DMS), Tampa, FL
- Trammell Building (DMS), Tampa, FL
- Agency for Workforce Innovation, Tampa, FL
- Hurston Building (DMS), Orlando, FL
- Fort Myers RSC (DMS), Fort Myers, FL
- McCarty Building (DMS), Winter Park, FL
- Grizzle Building (DMS), Largo, FL
- Sebring Building (DMS), Largo, FL
- Peterson Building (DMS), Lakeland, FL
- Benton Building (DMS), Fort Pierce, FL

### **SOUTHERN REGION**

- Dimick Building (DMS)
- West Palm Beach, FL
- Gore Building (DMS), Ft. Lauderdale, FL

- Opa Locka Building (DMS), Opa Locka, FL
- Rohde Building, North & South Tower & Two Parking Garages (DMS), Miami, FL
- North Broward Sony Building (DMS), Ft. Lauderdale, FL
- US Coast Guard (Federal Contract), Miami, FL
- Department of Children and Families, Miami, FL

# Tab 4

## References Description of Services



## Barkley Security Agency, Inc.

### References

**Name & Address:**

City of Tallahassee  
300 South Adam Street  
Tallahassee, Fl

**SITE:** City Hall

**Manager:** Ms. Arlecia Harris  
850-891-8588  
Fax: 891-8277

**Contract Term:** August 2004 - Present

Description of security services:

Armed/Unarmed Security

Description of Services Performed: One unarmed guard is stationed at the front desk and x-ray machine and one armed guard is stationed to the right of the scanners at all times. One officer monitor 1<sup>st</sup> and 2<sup>nd</sup> floors every hour. Officers are responsible for giving out visitor badges and note on daily activity report. Keep communications open by radio and phones with Building services and Security 2. Security is responsible for contacting lead persons on 3<sup>rd</sup> and 4<sup>th</sup> floor departments of incoming visitors. Monitor panic pager, monitor the metal detector and x-ray machines. Check all persons entering the building for weapons and confiscate any knives or weapons and hold them until the visitor leaves. Monitor the rear entrance (Parking Gate and Door) and cameras in the Security Office.

**Name and Address**

Leon County Public Safety Complex  
1907 South Monroe Street  
Tallahassee, Fl

**Site:** Public Safety Complex

**Manager:** Shelly Cason  
850-606-5012

Fax: 850-606-5001

**Contract Term:** May 2013 – Present

**Description of security services:** Officers ensure that prompt, appropriate and trained actions are taken to prevent or minimize losses, accidents, fires, property damages, safety hazards and

security incidents. Officers operate security monitoring system devices maintained by the Public Safety Complex (PSC). Officers monitor access control to the building, monitor automated systems for intrusion detection, monitor alarms, surveillance, screens, and recording devices as appropriately assigned which includes cameras, gates, maintaining security awareness, and carrying out basic security tasks as required. Officers receive all visitors to the building and make sure they are properly cleared or escorted by a department employee. The logistics, data and mechanical rooms are checked every hour, systematically. The roving officer patrols the property, inside and out every hour. All officers are responsible for keeping a daily activity report on each shift.

**Name and Address:** Leon County Courthouse

1907 South Monroe Street  
Tallahassee, Fl 32304

**Site:** Leon County Courthouse

**Director:** Mr. Tom Brantley

Cell: (850) 509-1772

Phone: (850) 606-5000

Fax: (850) 606-5001

**Contract Term:** July 1996 to present

**Descriptions of services:** We provide uninformed armed and unarmed officers to the courthouse 16 hours daily. Officers provide security services to personnel, citizens, court personnel and other employees of the county. Admit and release visitors and vendors leaving the courthouse. Issue facility badges, assist bailiffs in escorting prisoners when needed. Officers are required to make sure all doors are locked and secured, patrol the building, parking lots, and garages every hour. Officers are required to monitor building for any emergencies. Monitor loading docks and lock out elevators when not in use. Officers make sure no one enter the buildings that are not authorized to enter.

**Name and Address:** Gadsden County Schools

35 Martin Luther King Blvd.  
Quincy, Fl

**Site:** East Gadsden High school

West Gadsden High School

Havana Middle School

Shanks Middle School

Carter Parramore Academy

Hope Academy

Gadsden Central

**Manager:** Bruce James

Coordinator for Safety, Investigation & Property

Office: (850) 627-9651 ext. 1248

Fax: (850) 627-2760

**Contract Term:** August 1997- present

**Description of Services performed:** Services are for providing armed guards as resource officer personnel within each high and middle school within the district. These personnel are responsible for the security of students, teachers, staff, administrative personnel, and property of the county school district. They are responsible for reporting all incidents, safety hazards, security breaches, and as a deterrent to unauthorized personnel from entering or leaving campus. They also conduct roving patrols inside and around school campuses. All officers are required to keep a Daily activity log of all activity daily. A log is maintained of all sites with information on arrival and departure times.

**Name and Address:** Agency for Health Care Administration

2727 Mahan Drive

Tallahassee Fl

**Site:** Fort Knox (AHCA)

**Contract Supervisor:** Chuck Merck

850-921-4330

Fax: 850-488-0317

**Contract Term:** July 1998 to July 2012

**Description of Services performed:** The guard requirements are for three shifts of roving security personnel to cover an office complex, both inside and out during a twenty-four hour period. Officers are assigned to a desk to sign-in visitors and direct them to certain offices. They made sure employees had their I.D. and sign-in with their badges. The complex consists of three office buildings of approximately 350,000 square feet, over 42 exterior door entrances, and an adjacent parking lot situated on approximately 20 acres, the home to more than 1800 state employees. A duty log is maintained denoting schedule with sign in/out periods. Each duty log will cover a twenty-four hour period. Each succeeding officer will sign for keys, cell phone, pager, and annotate in the log time and date of receipt. Each security officer conduct foot patrols of the complex within each two-hour period. An access badge is issued to each officer to clock their rounds and activities.

# Tab 5

**Management Staff  
Management Plan  
Resumes  
Organizational Chart**

# MANAGEMENT PLAN

## Barkley Security Agency Management Staff

The following persons listed are those management personnel of Barkley Security Agency, Inc. who will be directly involved in the management of this project.

Robert E. Barkley, Sr. - Contract experience 26 years  
President/Contract Manager  
P.O. Box 1726  
18229 Memorial Blue Star Hwy  
Quincy, Florida  
850-251-3623 (cell)  
850-627-2151 (office)  
850-627-2133 (fax)  
Robertbarkley@tds.net  
Barkleysecurityagency.com (web page)

Lomar C. Barkley  
Vice President/Alternate Contract Manager - Contract experience 26 years  
Post Office Box 1726  
18229 Memorial Blue Star Highway  
Quincy, Florida 32351  
850-627-2151 (office)  
850-251-3625 (cell)  
850-627-2136 (Fax)  
[Lbark1948@aol.com](mailto:Lbark1948@aol.com)  
Barkleysecurityagency.com (web page)

Gregory Gathers – Contract experience 12 years  
Captain/Operations Manager, Field Supervisor  
Post Office Box 1726  
18229 Blue Star Highway  
Quincy, Florida 32351  
850-627-2151 (office)  
850-251-6311 (cell)  
850-627-2136 (Fax)  
[BSAcapt@aol.com](mailto:BSAcapt@aol.com)  
Barkleysecurityagency.com (web page)



## MANAGEMENT PLAN

Our management of this contract does not begin upon award it begins as soon as we receive the RFP. We assign our contract manager who determines his/her management team personnel and they then begin the plan for the subsequent contract management. The management team began its preliminary planning which includes decisions on staff personnel, parameters on locations and post orders. Once we identify personnel then we develop schedules. These schedules will be set up according to your needs.

All present contract personnel will be reviewed by our contract management team. They will review all personnel files for items that may signal an employee who may have had problems or present problems at a future date. The team will review absenteeism reports, reprimand reports, health and examination reports, weapons proficiency reports and other information reports found in each file.

Even though the Barkley Security Agency proposes to utilize as many of the old personnel staff as possible, termination do occur, therefore, the company will recruit new candidates as vigorously and aggressively as possible. Barkley Security is guided by the qualifications and standards specified by your company.

### COVERAGE

**Because of the large staff we have in this area there will be no interruption of coverage. Officers are trained to work at all sites. We cross train officers to be able to cover any location. By cross training officers it gives us the opportunity to utilize these officers in case of emergencies, vacation, sick leave and call-ins.**

Barkley Security Agency, Inc. has the staff and professionalism to compete successfully for contracts of any complexity and scope. We have a good relationship with active and retiree law enforcement associations and agencies within the State of Florida and surrounding states. The company maintains a website for job postings and quarterly places advertisements within the local and statewide media and attends jobs fairs on a regular basis. The company has found that this constant recruiting technique provides a continuing database of quality prospective managers and security officers. Our company provides the flexibility, quality of training, and ability to offer such a wide range of services.

### **Supervisors Train, Counsel, Inspect, and Evaluate**

It is when the officer reaches his assignment that supervision becomes such an important factor. Barkley Security Agency, Inc. supervisors train, counsel, inspect, evaluate, and when necessary, discipline officers on-site. They also act as a liaison between the officers and corporate personnel. Each supervisor is assigned to a specific sector, which is comprised of a group of client posts so he can come to know the officers well scheduled on these sites. In this way, they provide a support system for the Security Officer and Client.

### **Shift or Area Supervisor: A Pivotal Position**

It is recognized that the area supervisor or shift supervisor is a pivotal position. We feel that the inspections of each shift and of each officer are in fact more opportunities to train. Inspection is the time for the supervisor to query each officer on specific duties being performed, and make adjustments if necessary. Supervisors also utilize more formal "Training Task Sheets" during inspections to test the officer's knowledge and execution of a specific duty.

Regarding the overall supervisory structure this project will be staffed with the following:

- Area Supervisor
- Site Supervisors
- Shift Supervisors
- Security Officers

#### **Area Supervisors Duties:**

- Direct supervision of site supervisors, shift supervisors and security officers at assigned sites
- Assist in internal training coordination and development
- Assist in Quality Control System Management
- Assist in recruitment of security officers
- Assist in the resolution of problems and complaints
- Assist in the resolution of deficiencies
- Weekly announced inspections of specific and general work areas
- Weekly unannounced inspections of specific and general work areas
- Assist with scheduling officers who may call-in (sick, emergencies, etc)

#### **Site Supervisor Duties:**

- Direct supervision of assigned sites, shift supervisor and security officers
- Notifying area supervisor of scheduled security officer weapons proficiency training
- Assist with scheduling if necessary
- Uniform inspections of security officers

- Replacement scheduling of security officers
- Assist in the resolution of complaints and deficiencies

#### Shift Supervisor Duties:

- Direct supervision of assigned security officers on shift
- Assist in scheduling all security officers, call-in, absentees, emergencies, etc
- Report to site supervisor of any scheduling problems
- Reporting to site supervisors of any complaints and deficiencies
- Reporting to site supervisors of any absentees or tardiness
- Reporting to site supervisors of any emergencies on shift
- Ensure all reports are complete and is in accordance with the contract

### **QUALITY CONTROL SYSTEM**

Along with keeping our entire staff well informed, we at Barkley Security Agency, Inc. believe in following the designed chain of command to ensure our staff strictly adheres to all performance standards. Included in our administrative control is our Quality Control System.

The Quality Control System is the governing document for management implementation of the Quality Control Plan, the Security Plan, the Safety Plan and the Customer Complaint/Resolution Program. The system is designed to accomplish the following:

- Provide continuous high quality inspection and analysis services.
- Provide documented inspection results for the prompt identification of deficiencies
- Ensure timely response in resolving deficiencies
- Provide trend analysis to ensure that problems are under control
- Provide physical evidence of performance
- Provide evidence of security breaches and where tighter controls are needed
- Documentation for future reference
- Provide for conformity in safety, security and customer service matters

*Quality, safety, security and customer satisfaction is stressed throughout the life of the contract and the entire spectrum of the corporation; it originates with each individual employee. It is our policy of checking productivity versus quality on all personnel and having private counseling with those persons who have problems in performing quality services in a safe and secured manner. Should persons have problems with procedures for safety and quality after two written warnings for nonperformance dismissal may be instituted. If problems are encountered for theft, dismissal may be instituted.*

This program of preplanned quality, safety, security and customer satisfaction is the hallmark of our organization. Through this plan our supervisors will accomplish the following:

- Daily announced inspection of specific and general work
- Daily unannounced inspections of specific and general work
- Weekly announced inspection of specific and general work

Weekly unannounced inspection of specific and general work  
Monthly announced inspection of specific and general work  
Monthly unannounced inspection of specific and general work  
Quarterly announced inspection of specific and general work  
Quarterly unannounced inspection of specific and general work  
Maintenance of discrepancy reports for correction within five days

**Our Contract Managers will have the following qualifications:**

- A minimum of ten years experience that directly relates to contract operations and management
- Supervisory experience in personnel and administrative management
- Ability to communicate (read, write and speak) in the English language, fluently, with all organizational levels on any matter pertaining to this contract.
- Be a citizen of the United States of America;
- Possess at least 15 years of law enforcement and/or Business managerial experience with a variety of contracts;

**Assistant Contract Manager will have the following qualifications:**

- A minimum of ten years experience that directly relates to contract operations and management
- Supervisory experience in personnel and administrative management
- Ability to communicate (read, write and speak) in the English language, fluently, with all organizational levels on any matter pertaining to this contract.
- Be a citizen of the United States of America;

**The Qualification of our Area Manager/Supervisor is as follows:**

- A minimum of five years experience that directly relates to contract operations and management
- Supervisory experience in personnel and administrative management
- Ability to communicate (read, write and speak) in the English language, fluently, with all organizational levels on any matter pertaining to this contract.
- Be a citizen of the United States of America; Possess at least 20 years of law enforcement or military experience; Clear the mandated background investigation

**The Qualification of our Site Supervisor is as follows:**

- Have at least 2 years of security experience
- Ability to communicate (read, write and speak) in the English language (fluently), with all organizational levels on any matter pertaining to this contract.
- Be a citizen of the United States of America
- Clear the background investigation

- Ability to withstand physical demand of the job and be capable of responding to emergency situation
- Be a high school graduate or have a GED

**The Qualification of our Shift Supervisor is as follows:**

- Have at least 2 years of security experience
- Ability to communicate (read, write and speak) in the English language (fluently), with all organizational levels on any matter pertaining to this contract.
- Be a citizen of the United States of America
- Clear the background investigation
- Ability to withstand physical demand of the job and be capable of responding to emergency situation
- Be a high school graduate or have a GED

**Classification of the Security Force:**

**Class 1 Officer**

> Basic classification of security officer, must be certified by the State of Florida with standard training Class D license

**Class 2 Officer**

> Intermediate classification of security officer. Must be certified by the State of Florida with standard security training Class D&G license, 1 year law enforcement and/or military experience, and (2) years of security experience and/or one (1) year of security supervisory experience.

**Qualifications of Security Force:**

- Be in good general health, without mental or physical defects or abnormalities, which will interfere with performance of arduous duties and the exercise of prudent judgment in difficult and trying circumstances
- Possess binocular vision correctable to 20/30;
- Be capable of hearing ordinary conversation at twenty (20) feet and whispered conversation at ten (10) feet with either ear without benefit of artificial hearing devices. Physical fitness shall be evidenced by a report of a medical examination conducted prior (no more than 6 months) to the individual's assignment to duty. Such evidence shall be furnished to the Project Officer prior to the placement of the individual on duty.
- Each employee the Contractor proposes to work on this contract must have a minimum of one (2) years of experience which clearly demonstrates the employee has been regularly employed in Federal, State or local government or private protection organization which involved protecting property against the hazards of fire, theft, damage, accident or trespass; maintaining law and order; protecting lives, or other duties of a similar nature. A minimum of two (2) years active duty in any branch of

the United States Armed Services will be accepted in place of the one (1) year work experience requirement. Employees must provide a DD-214 as part of their application of employment for those claiming the two (2) years active duty.

Each member of the security force shall meet the following additional minimum qualifications:

- Be at least twenty-one (21) years of age at the time of employment hereunder.
- Be literate in the English Language, to the extent of reading and understanding printed regulations, detailed written orders, training instructions and material, and be able to compose reports which convey complete information.
- Demonstrate adequate computer proficiency
- Possess the capacity to acquire a good working knowledge of all aspects of security force position requirements.
- Possess good judgment, courage, alertness, tact, self-reliance, even temperament, and have the ability to maintain good performance.
- The contractor in the use of firearms shall arm no individual with a lethal weapon prior to qualification

# ***Robert E. Barkley, Sr.***

*P.O. Box 1726*

*Quincy, Florida 32353*  
*(850) 856-9589 or (850) 627-2151*

## ***Advocate***

The times in my life when I have been happiest and most productive are my advocacy times...having a cause, evaluating programs, creating solutions, building constituencies and collaborations, and coaching. By experience, by motivation, and by my ability to bring out the best in associates, I have prepared myself to serve in any professional leadership position.

## **Professional Profile**

Mature, adaptable professional possessing integrity, loyalty, self-assurance and a sense of humor. Proven effectiveness in program evaluation and development, with superior skills in communications, writing and interpersonal relations. Practical experience in successful recruitment and interviewing, managing and coordinating administrative, programmatic, and operational activities. Other professional skills include the ability to perform complex research, analyze problems comprehensively, set goals, delegate and coordinate effectively, and make timely and practical decisions. A well-organized individual, who acts independently, communicates clearly both orally and in writing, listens effectively, and is motivated to succeed.

## **Experience**

### ***Owner/President***

*Barkley Security Agency, Inc., 1988-Present*

25 years of administrative experience including contract management, public affairs, association management and contract administration.

## **Employment Background**

<i>Gadsden County Sheriff's Office</i> <i>Captain/Grant Administrator</i>	<i>1998-Present</i>
<i>Quincy Police Department</i> <i>Chief of Police</i>	<i>1998</i>
<i>Quincy Police Department</i> <i>Captain/Assistant Chief of Police</i>	<i>1994-1998</i>
<i>Quincy Police Department</i> <i>Chief Investigator</i>	<i>1978-1994</i>
<i>Quincy Police Department</i> <i>Police Officer (Full-time)</i>	<i>1976-1998</i>
<i>Quincy Police Department</i> <i>Sergeant (1973), Lieutenant (1973-76)</i>	<i>1973-1976</i>

*Quincy Police Department  
Auxiliary Police Officer*

1971-1976

## *Honors*

*Small Business Person of the Year Award*

1996

*Youth Crime Watch Officer of the State of Florida*

1993

*Presented a Resolution by Governor Chiles and the Cabinet  
for outstanding accomplishments in Crime Prevention and Education 1993*

*Service Above Self Award, presented by the Rotary Club*

1994

*Outstanding Service by a Police Officer Award*

*Gadsden County Police Officer of the Year Award*

1981

*Nominated Gadsden County Police Officer of the Year*

1980

*Presented the Entrepreneurial Excellence Award for the Business  
Advisory Council for Florida*

## *Appointments*

*Appointed by President Bush Administration for the Business Advisory Council for the State of  
Florida Appointed Lay Person for the State of Florida for College Out Reach Program by Governor Chiles*

## *Memberships*

- *Florida Intelligence Unit*
- *The International Chief of Police*
- *Gadsden Men of Action*
- *Big Bend Law Enforcement Association*
- *Member of Gadsden Drug Abuse Task Force*
- *The National D.A.R.E. Association*
- *Member of Juvenile Justice Council*
- *Health and Human Services Board*
- *Member of the Executive Board of Work-Force Plus*
- *Member of the Substance Abuse Advisory Committee for the  
2<sup>nd</sup> Congressional District*

## *Resume*

*Lomar C. Barkley*  
*Post Office Box 1726*  
*Quincy, Florida 32353*  
*850-856-9589*  
*850-627-2151*

### **CAREER SUMMARY**

Broad background and practical experience in management, public affairs and personnel.

Ability to initiate, develop and execute creative programs to establish a communications link in an organization requiring varied and responsible job skills of its employees.

Effective personal communications style and expertise which fosters confidence among individuals with diverse interests and needs.

### **EDUCATION**

Carter Parramore High School, (Quincy), graduated 1968  
 Tallahassee Community College (course work)  
 Hampton University

### **CAREER EXPERIENCE**

Personnel Specialist – Gadsden County School Board 1969-1999

- Dealt with all issues of hiring and firing personnel
- Certification for all instructional personnel
- Evaluated transcripts and course descriptions to met state certification rules
- Offered positions to applicants instructional and non-instructional

Vice President, Barkley Security Agency, Inc. 1988-Present

- Manage the day-to-day operation
- Contract Management and Contract administration
- Administers the financial affairs of Barkley Security and is responsible for maintaining all records and all required reports in conformity with applicable state and federal laws
- Advises the president on development and implementation of financial operations including the formulation of cost analysis on all phases
- Assist with the evaluation of office personnel
- Interview prospective employees
- Assist with the preparing of all bids packets for bidding on contracts
- Counsel with disgruntle employees
- Help oversee all in-service given to employees
- Conflict Resolution, Customer Service

### *Honors*

*Entrepreneurial Business Woman of the Year of Gadsden County*

### *Appointments*

Appointed by Governor Jeb Bush to the Board of Early Learning Coalition of Gadsden, Jefferson, Leon, Liberty, Madison, Taylor and Wakulla Counties - 2007

## *Memberships*

- Member of the Executive Board of Chamber of Commerce
- Member of the Executive Board of Art Center of Quincy
- Member of Pilot Club of Quincy
- Member of the Executive Board of Early Learning Coalition
- Member of the Executive Board of Refuge House
- Member of Advisory Council for Carter Parramore Academy

**Gregory E. Gathers**

gegathers@hotmail.com  
 P.O. Box 12663  
 Tallahassee, Fl. 32317  
 850-443-2879 / 850-847-1960

**OBJECTIVE:** To obtain a full-time position in a progressive, program oriented company that will enable me to utilize management and administrative skills for corporate development.

**EDUCATION:**

1996-1998 The Baptist College of Florida/ Graceville, Fl. B.Th  
 1987-1991 Florida A & M University/ Tallahassee, FL B.S.-Public Administration

**SKILLS:**

Microsoft Word, Excel, Power Point, FileMaker Pro, Lotus Notes, official business document creation (i.e. executive summaries, agendas, minutes, etc.)

**CERTIFICATIONS:**

Certified Training Instructor by the State of Florida for ( Class D )unarmed security. Training officer for Barkley Security Agency, Inc. Instructor for specialized training in non-lethal weapons, appropriate use of force, and security operational procedures.

**WORK HISTORY:**

Aug. 2003-Present	<b>Barkley Security Agency</b>	Quincy, Fl.
	Assistant Contract Compliance Manager Assist and consult clients in (government and private) in all security issues Conduct policy & procedures training sessions for all employees Supervise over 450 employees around the state of Florida Make monthly visits & inspections to all clients and contracted sites Monitor contract specifications for quality assurance and client satisfaction	
April 2001-Aug. 2003	<b>American Security Enterprise</b>	Tallahassee, Fl.
	Security Supervisor Patrol site as required by post orders Complete daily log sheets Complete incident reports when needed Report incidents to management and office Make out weekly schedules Dispatch officers as needed by clients	

May 1999-March 2001

**Prestige Cleaners, Inc.**

Tallahassee, Fl.

District Manager

- Control shrink and sales to company standards and budget
- Overseeing nine stores along with main plant location
- Managing over fifty employees & sales associates
- Assisting owner & president with ensuring that company standards and policies are being followed
- Reviewing and conducting safety procedures & meetings
- Training store managers to control shrink and increase profitability

**CIVIC Affiliations:**

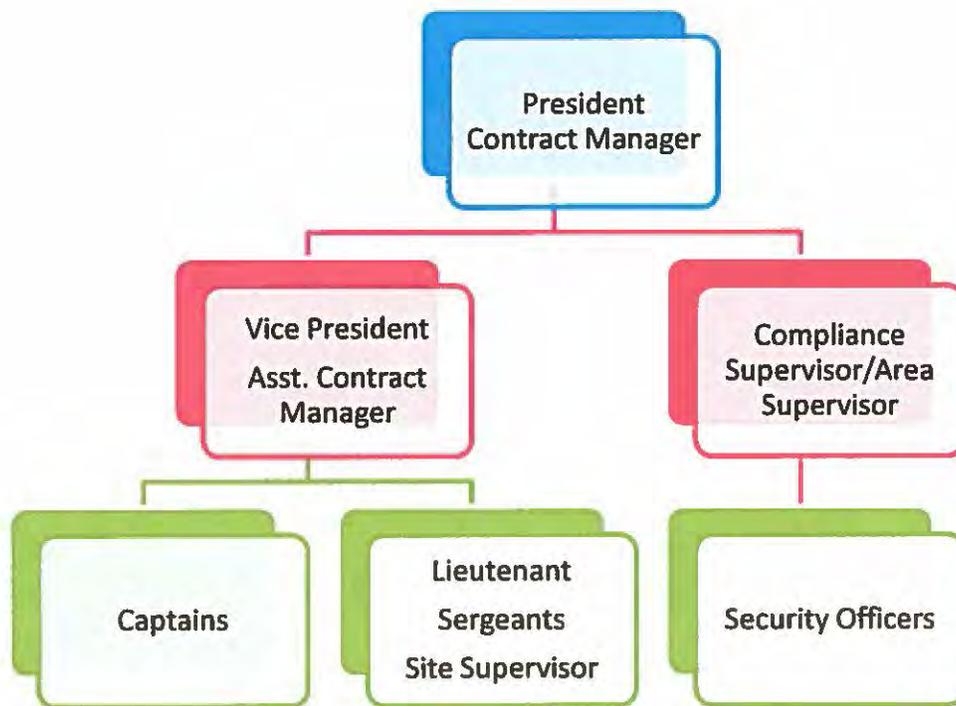
Alpha Phi Omega Fraternity, Inc.

J.R.E. Lee Sr., Lodge # 422 P.H.A./ F. & A.M.

Tallahassee Urban League

NAACP

# ORGANIZATIONAL CHART



# Tab 6

**Staffing Plan  
Operating Plan  
Financial/Capability**



## **STAFFING PLAN**

### **STAFFING AND LOCATION:**

Corporate Office Location: 18229 Bluestar Highway, Quincy, Fl 32351

Branch Office Location: 101 East Union Street, Jacksonville, Fl 32202

Barkley Security Agency, Inc. will provide highly skilled and fully qualified professional as specified in your RFP during the contracted period. These positions will include armed and unarmed security officers, on-site supervisor, area supervisors, contract manager, and training/compliance supervisor. These skilled and qualified professionals will provide security and safety procedures for the work place and employees and other components as deemed necessary by inter-agency agreements. As a contractor Barkley Security Agency, Inc. seeks the most skilled and qualified professional to perform these security services. Our management approach to this contracted effort provides maximum technical competency coupled with sound project and fiscal administrative procedures. We begin with a detailed assessment of the work to be performed and coordinate and combine it with the current workload effort. We then tailor a management plan to the service requested and specified by the Statement of Work, regulations, guidelines, and policies.

Barkley Security Agency, Inc., proposes to utilize our current personnel staff. However, if we see a need to terminate any of the current staff we will recruit new candidates as vigorously and aggressively as possible.

Barkley Security Agency, Inc. has the staff to compete successfully for contracts of any complexity and scope. The company prides itself on its ability to recruit officers and staff. The company maintains a website for job postings and quarterly places advertisements within the local and statewide media and attends jobs fairs on a regular basis. The company has found that this constant recruiting technique provides a continuing database of quality prospective managers and security officers. Our company provides the flexibility, quality of training, and ability to offer such a wide range of services.

Because of the staff we have throughout Leon and Gadsden Counties there will be no interruption of coverage. Officers are trained to work multiple sites, we cross train these officers to be able to cover many locations. By cross training officers, it gives us the opportunity to utilize these officers in case of emergencies, vacation, sick leave and call-ins. From this group we make sure they have the certification and training necessary for the job.

**Scheduling/Work Plan**

Barkley Security contract manager and site supervisor shall establish the hours of work, which shall be determined by the statement of work. Working schedules will be made in accordance with the statement of work and the additional needs of our clients.

All employees must report for duty at the scheduled time. It is recognized that from time to time unforeseen emergencies may occur which may make it impossible for an employee to promptly report for work. In such emergencies, an area supervisor or site supervisor will be notified to replace that employee.

If an employee is unable to work for any reason, he/she must notify the site supervisor or area supervisor prior to the scheduled reporting time.

**OVERTIME STATUS/RECORDING TIME WORKED**

All employees are eligible for overtime compensation for all hours worked over 40 within a work week. Compensation will be paid at a rate of time and a half. All guards will sign-in electronically via ONDemand TimeClock Plus. This electronic system will allow all officers to sign-in and out and will generate Sign-in Register for clients. This system also will calculate all payroll reports.



## **OPERATING PLAN**

Barkley Security Agency Operating Plan makes certain high quality security services are delivered consistently to our client's site. Before the first day of service and continuing throughout the contract, our plan provides guidance to all operational aspects of your program.

### **Key components:**

- Workable Post Orders
- Reporting
- Cross-Training

### **WORKABLE POST ORDERS**

During the transition period, prior to service start, we will review and update your existing Post Orders for each position. This means all Security Officers will be given written instructions for each post and are regularly updated on the Post Orders;

- Responsibilities
- Policies
- Procedures
- Standards

### **REPORTING**

All officers will be responsible for completing Daily Activity Report (DAR) daily. These reports will be submitted to the supervisor at the end of each shift.

Incident Report – unusual incidents will be recorded on the Incident Report Form. This report will be sent immediately to the supervisor to be checked for detail and accuracy.

### **SIGN-IN REGISTER**

All guards will sign-in electronically via ONDemand TimeClock Plus. This electronic system will allow all officers to sign-in and out and will generate Sign-in Register for clients. This system also will calculate all payroll reports.

**GUARD TOUR SYSTEM**

At the start of a shift or before beginning a patrol, all officers will use the Guard Tour System to read his or her unique officer button. This ensures that all subsequent tour activity is associated with that officer. The officer is now ready to visit each of the location buttons in the route.

**CROSS TRAINING**

Barkley Security Agency officers are trained to work at all sites. We cross train officers to be able to cover any location. By cross training officers it gives us the opportunity to utilize these officers in case of emergencies, vacation, sick leave and call-ins.



## **SCOPE, APPROACH AND METHODOLOGY**

### **Scope of Work:**

The Barkley Security Agency will provide appropriately equipped and well-trained certified and/or licensed Security guards per the specifications and conditions of your property. Barkley Security shall ensure that security guards properly carry out the primary duty of safeguarding the property, staff and general public. Barkley Security will provide all labor, supervision, material and equipment necessary to perform and complete the services in all aspects in accordance with your requirements. We hereby warrant that all services shall be performed in accordance with the specifications and negotiated terms. In addition, Barkley Security shall comply with your property regulations, policies, and procedures including those relating to hazardous materials and other environmental health and safety issues and all applicable local, state and federal regulations and laws.

The responsibilities of Barkley Security Officers will include, but not be limited to:

- An internal inspection and patrol of your Property, along with familiarity of the activity of the location
- Protection of all property
- Report hazardous conditions and physical security problems
- Enforcement of designated Barkley Security regulations, policies, and procedures
- Provide public safety and security enforcement services to your property

### **Barkley Security Agency will provide the following:**

5. The services to be provided are seven (7) days per week
6. These services will include, but not limited to: monitoring the specified area as outlined in your SOW, maintaining security awareness; and carrying out basic security tasks as required by your company.
7. All security officers working under this contract shall report to work in consistent uniforms provided by Barkley Security. **These uniforms will clearly identify the employee as a Security Officer and shall include a picture ID badge.**
8. All security officers will
  - Maintain discipline, professional appearance, and integrity
  - Be required to enforce your company and BSA rules and regulations, policies and procedures

- Ensure that prompt, appropriate and trained action is taken to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents
- Operate security monitoring system devices maintained by your property
- Monitor alarms, surveillance, screens, and recording devices as appropriately assigned
- Establish and maintain radio and /or cellular phone contact
- Investigate unusual occurrences in and about the premises, and maintain awareness of special activities taking place throughout the property and surrounding area
- Conduct random foot patrol
- Follow written instructions that outline specific activities
- Will respond to any calls received in the appropriate time expectations
- Will inspect exterior doors for proper lock down at facilities set time
- Will be available as required for special events and situations

### **Foot Patrols**

Barkley Security will utilize the most effective mean to insure the safety of the clients, staff and general public. We utilize our officers to randomly conduct foot patrol. Barkley Security has found that foot patrol is a mix of police strategies that significantly enhances safety.

It is the policy of Barkley Security officers to patrol in a proactive manner, to aggressively investigate suspicious persons and circumstances, and to actively enforce the policy and rules while insisting that your clients, staff and the public is treated in a courteous manner.

### **Background Check and Certification**

All officers employed by Barkley Security will have a background check through FDLE.

Due to sensitivity of positions offered and the requirements for increased awareness of security, prior to any candidate being considered for employment as a Security Officer under this contract with the Barkley Security Agency, Inc., the company will perform the following verification checks:

- **BACKGROUND CHECK** – We are contracted with Federal Background Services who perform an instant search of criminal records from 50 states and the District of Columbia. The Federal Background Services return a report containing information, including felony and misdemeanor records, sex-offender registries, inmate records, and arrest information. Once we hire an individual, Federal Background automatically monitor our active employees to make sure they still meet our standards for employment screening.

All officers assigned at your property will be certified by the State of Florida and governed by chapter 493, Florida Statutes. These officers will possess the following:

- The ability to meet and deal tactfully with clients, staff and general public

- The ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures
- Have poise, self confidence and the ability to make sound decisions and react quickly under stressful conditions
- Ability to prepare clear and concise reports
- Ability to learn and adapt to changing situations; and
- Ability to accept and respond to instructions and directions
- Be a citizen of United States of America
- Be at least 21 years of age or older
- Ability to withstand physical demands of the job and be capable of responding to emergency situations
- Be a high school graduate or have a GED equivalency
- Be able to speak, read and write the English language
- Clear the mandated background investigation

### **Sufficient Security Staff**

Barkley Security Agency, Inc. has the staff to compete successfully for contracts of any complexity and scope.

The company prides itself on its ability to recruit officers and staff. It has established a very close working relationship with active and retiree law enforcement associations and agencies within the State of Florida and surrounding areas. The company maintains a website ([www.barkleysecurityagency.com](http://www.barkleysecurityagency.com)) for job postings and quarterly places advertisements within the local and statewide media, Workforce Plus, and attends jobs fairs on a regular basis. The company has found that this constant recruiting technique provides a continuing database of quality prospective managers and security officers. Our company provides the flexibility, quality of training, and ability to offer such a wide range of services. We have the personnel to complete any size job available. We have the backup for any officer who may be absent for any reason (personal, vacation, sick).



## *Core Competencies*

Barkley Security Agency, Inc. provides armed and unarmed coordinated prevention and deterrence security services to County, State, private and Federal agencies. We are certified as a State MBE, DBE, and formally an 8(a) firm. Our company has been a corporation in the State of Florida since 1992.

- Barkley Security Agency has a Class B Agency License and has been in business in the State of Florida for 23 years. All security guards and guard supervisors possess a State of Florida Class D security license.
- Will provide service on a 24-hour notice or less
- Replacements will be provided within 2-hours from the time a request is made
- We will provide marked company vehicles when requested
- Our Area Supervisor or corporate officer is available upon request for all meetings
- All guards will be fully instructed on policies and procedures
- All guards will make sure activity and incident reports are completed in a timely manner
- Guards are trained in First Aid and CPR
- Guards are trained in the use of Automated External Defibrillator
- Guards are trained in the use of Security Wand and Metal Detector
- Guards are trained in the application of immobilization devices to illegally parked vehicles
- Guards are trained in the issuance of parking citations and parking enforcement



## **Differentiators**

Barkley Security Agency specializes in developing individualized manpower and technology solutions for our clients while providing the right people, and budget-minded processes. Barkley Security has developed security and safety solutions for all areas of security, consistently delivering quality services and integrated solutions to all of our clients. Barkley Security aim is to:

- Promote the importance of public safety
- Support initiatives to strengthen public safety
- Promote the value of the service to stakeholders

We put effort in recruiting, screening and training to ensure that our security officers project the right image for your company.

Whether your location involves extensive customer interaction or significant security challenges, we have the right personnel for the job. All Barkley Security officers are carefully screened according to qualifications, and experience, and overall disposition for the job they would be performing.

Understanding that the success of any security program is founded in the quality and performance of the assigned personnel, Barkley Security Agency make sure that our customers are given the right officers to meet their individual security and customer-service requirements with the highest quality, and cost-effectiveness.

Barkley Security is a diversified company with more than 25 years of history, and we are proud of our distinct culture and strong values.

These values listed below, guide how we conduct our business and develop positive relationships with all our stakeholders, including customers, employees, and the communities in which we work.

### **Our values are:**

- **Integrity** – we can always be trusted to do the right thing
- **Customer Focus** – we have close, open relationships with our customers that generate trust and we work in partnership for the mutual benefit of our organizations

- **Expertise** – we develop and demonstrate our expertise through our innovative and leading-edge approach to creating and delivering the right solution
- **Performance** – we challenge ourselves to improve performance continuously and to create long-term sustainability
- **Qualified Employees** – we always take care to employ the best people, develop their competence, provide opportunities and inspire them to develop our values



## FINANCIAL/CAPABILITY

Throughout the Central, Southern, Northern, and Western Regions we have over 200 professionally qualified security personnel.

Barkley Security Agency is financially capable of handling any size job.

- ❖ **For over 25 years we have had a solid financial base.**
- ❖ **Our financial strength has allowed us to make payroll bi-weekly 100% of the time.**
- ❖ **We have survived during this recession and just the normal turbulence of doing business.**

All of our job sites are equipped with communication (Verizon Phones, Two-way radios) golf carts, weapons (as needed) and a fleet of vehicles trucks and cars) that are marked with the Barkley 's Logo and armer lights.

Whenever a major event occurs we have a security force large enough to service any event. During Hurricane Ivan we were contracted to supply guards in several state buildings and hospitals throughout the State of Florida. We were also contracted by FEMA to supply security personnel in facilities in the Western and Northern Regions.

Barkley Security Agency, Inc. has the staff to compete successfully for contracts of any complexity and scope. We have established a very close working relationship with active and retired law enforcement personnel and agencies throughout the State of Florida and surrounding states. The company maintains a website for job postings and quarterly places advertisements within the local and statewide media and attends jobs fairs on a regular basis. The company has found that this constant recruiting technique provides a continuing database of quality prospective managers and security officers. Our company provides the flexibility, quality of training, and ability to offer such a wide range of services.

Barkley Security Agency, Inc. will provide highly skilled and fully qualified professional as specified in your SOW during the contracted period. We have officers who have been trained and have specialized skills in the following:

Metal Detector Use of Security Wand and  
Use and monitoring of a CCTV camera system  
Trained in the application of immobilization devices to illegally parked vehicles  
Trained in the issuance of parking citations and parking enforcement

These skilled and qualified professionals will provide security and safety procedures for the work place and employees and other components as deemed necessary by inter-agency agreements. As a contractor Barkley Security Agency, Inc. seeks only the most skilled and qualified professional to perform these security services. Our management approach to this contracted effort provides maximum technical competency coupled with sound project and fiscal administrative procedures. We begin with a thorough assessment of the work to be performed and coordinate and combine it with the current workload effort. We then tailor a management plan to the service requested and specified by the Statement of Work, regulations, guidelines, and policies.

**The following is a list of managers, supervisors, guards and support staff that will be utilized with this project:**

- President - Responsible for total operation of the Business
- Vice President/Contract Manager
- Assistant Contract Manager
- Area Manager
- Site Supervisors
- Lead Supervisors
- Guards
- Training Compliance Coordinator
- Administrative Assistant
- Administrative Support
- Legal Staff
- Certified Public Accountant

### **Clients Access to Management**

Management and supervisory personnel are as close as the nearest telephone. When a client telephones Barkley Security Agency, seven days per week, twenty-four hours a day, you have the option of speaking directly to any member of our company's supervisory, management, or executive staff. We have management on duty, twenty-four hour a day, seven days a week. All supervisors are required to check their voice mail every four hours even during non- duty hours. As Barkley Security Agency turns to the future it is especially important that our commitment to

quality remains at the forefront of our operations. An honest, open communication between both client and company and employees and managers, is an essential part of this philosophy and is encouraged and practiced.

The Barkley Security Agency, Inc. approach to succeeding this endeavor is founded on three basic elements:

- Proven Expertise in fulfilling Service Contracts- Critical to providing quality services immediately and sustaining them through the contract.
- Management Systems-Application of proven automated cost and project control systems to deliver the best quality services at the most effective prices.
- Company Commitment- Vital to this project team, contract oversight in daily project implementation is critical and responsiveness to changing situations and emergencies. This commitment has been a distinguishing characteristic of the Barkley Security Agency, Inc.

Application of these factors to our mission approach is demonstrated throughout this profile and will continue in the Pre-Award survey. However, they are of particular importance in three areas.

- Project Phase-In – Because of our technical expertise and project management experience, we are able to provide a seamless transfer of successful phase-in experience in large operations. There will be no interruption in, or detracting from, ongoing operations during the phase-in period.
- Management Control – Through application and refinement on numerous contracts, The Barkley Security Agency, Inc. has developed policies and procedures that ensure prompt and efficient management. The essence of this approach is based on the simple philosophy that any individual given the responsibility to complete a task must also have the necessary authority. When this concept is combined with a rigorous program of quality control the result is responsive, pro-active on-site management.
- Quality Control – As a company whose main product is service, Barkley Security Agency, Inc. was applying the concepts of Total Quality Management long before that term gained its recent popularity. Since we could not re-engineer our product (i.e., our people) we have improved our processes instead. These processes include the selection and training of personnel; and the inspection, documentation, and constant improvement of our work performance procedures. The methodology, which we have developed to continue this improvement, is the basis of our Quality Control Plan.

# Tab 7

## Hiring Plan



## HIRING PROCEDURES

Due to sensitivity of positions offered and the requirements for increased awareness of security, prior to any candidate being considered for employment as a Security Officer under this contract with the Barkley Security Agency, Inc., the company will perform the following verification checks:

- **BACKGROUND CHECK** – We are contracted with Federal Background Services who perform an instant search of criminal records from 50 states and the District of Columbia. The Federal Background Services return a report containing information, including felony and misdemeanor records, sex-offender registries, inmate records, and arrest information. Once we hire an individual, Federal Background automatically monitor our active employees to make sure they still meet our standards for employment screening.

In addition to meeting all of the qualifications and being a graduate of a qualified law enforcement academy or military training all armed officers must also pass a battery of psychological tests given by our HRD. These tests assess suitability for stress and demanding situations. Officers whose Law Enforcement finger print check or FBI check shows evidence of any conviction or possible involvement in offenses that will discredit or show questionable judgment of the potential officer's decision making will render them unsuitable for a position.

- **EMPLOYEE WORK EXPERIENCES** – The potential candidate will be required to complete our standard employee application which requests information on prior employment history and residence. Upon receipt of the completed application our Human Resources Department (HRD) will query each listed employee by writing for specific information concerning work habits, timelines, tardiness, reprimands, illness or health problems, promotions and other general supervisory experiences. There will also be a telephonic request to confirm information received from personnel departments by contacting supervisors, co-workers where possible, and all references. A final confirmation with potential candidate, where candidate is either offered position or denied due to wrongful or unconfirmed information presented.
- **EMPLOYEE REFERENCES** – A written request for information from listed reference, and upon receipt, a follow-up telephone call to confirm. If cannot confirm, candidate is confronted to correct or confirm. Rechecks will be completed on all information that Barkley Security Agency, Inc. deems necessary for confirmation.

**PRE-EMPLOYMENT DRUG/ALCOHOL BACKGROUND CHECK (ALL EMPLOYEES)**

All DOT and NON-DOT applicants for a position with Barkley Security Agency will be tested and a refusal to submit or a positive confirmed test result will be used as a basis to reject the applicant for employment.

We are contracted with First Lab Managing Drug and Alcohol Testing Program to randomly select officers to be tested quarterly. Once a notification is received by Barkley Security the officer is notified and sent to Patient First located on Appleyard Drive, Tallahassee, Fl., to be drug tested.

All covered employees may be randomly tested for five (5) specified drugs anytime while employed with Barkley Security Agency. The employee may be tested for the following five specified drugs; marijuana, cocaine, opiates, amphetamines and phencyclidine. Consumption of these products is prohibited at all times.

# Tab 8

## Training Program



## TRAINING PROGRAM

Barkley Security Agency, Inc. Training Coordinator has the responsibility for the development and execution of the internal training program. They develop and implement the internal training program for all employees.

The internal training program will be conducted at a site commensurate with each security officer's post. These training sites will be selected with distance and time in mind. Each supervisor along with the trainers will coordinate the training presentations.

During each quarter the area supervisor will visit each site. During these site visits he will make sure personnel have been trained on new information received from clients. Since each area supervisor will visit all sites he/she will sometimes train and pass on information to the site supervisor and lead officers as memorandums for security officers. This information will also be forwarded in bulletins for individuals, as it becomes known. On all events constant monitoring will be the key. Each site supervisor, lead security officer, area supervisor, and contract compliance manager will constantly remain cognizant of ways to improve job performance.

During new employee orientation the following topics will be covered:

- Florida Status 493
  - Legal Issues
  - Basic Emergency First Aid
  - Ethics and Conduct
  - Fire Detection/Suppression
  - Crime/Accident Scene Prevention
  - Report Writing
- Nonviolent Crisis Intervention
- Introduction to Security
- Patrolling 1 and 2
- Ingress and Egress Procedures
- Laws of Arrest
- Uniform and Equipment
- Terrorist Patrol
- Post Orientation (parking operation, building operations, alarm operation, etc)

CPR and First Aid  
Blood Borne Pathogens  
Hazardous Materials  
Safety  
Customer/Complaint Resolution Procedures  
Sexual Harassment  
Computer proficiency  
Policy and Procedures/Code of Conduct  
Customers Service Procedures (courtesy, honesty, and good attitude)  
Weapons Proficiency Requirements  
Use of Force and Weapons  
Terrorism Response Procedures  
Control of Government and Company Property  
Fitness and Health Standards  
Post Orders  
Contract Performance  
Qualifications Requirements

As a specialist in the preventive/deterrence field the owner, Robert E. Barkley, who was selected as Crime Prevention Officer of the Year for the State of Florida in 1993, has promulgated the thinking that preplanning for crime can alter the outcome. We at the Company will follow this principal and will seek to prevent/deter harmful actions against all residents, clients, personnel and property by the following:

- Ensure that personnel follow post orders at all times in the sequence as outlines
- Plan for possible actions during training
- Assist and ask for assistance from personnel within confines of property being protected
- Advise personnel when actions are conducted using unsafe procedures
- Advise agency personnel of any suspicious activity regardless of how minute
- Seek new ways for solutions to old problems
- Act on deficiencies quickly and decisively

The Company will implement the following for crisis intervention procedures:

- Act quickly and decisively
- React to present situation
- Support all actions with resources and assets of company
- Conduct follow up actions as soon as possible
- Quickly inform personnel of required actions and decisions

In addition to onsite training in the post orders and public safety procedures, all of Barkley Security personnel who are computer proficient are taken through a detailed computer literacy workshop which is personally, conducted by office staff. Though the majority of the training is not required, it does consist of the following: internet access, Microsoft word, and windows. This is done in an effort to prepare our officers to face whatever challenges the day may bring about throughout the course of their shift. Municipal government can be very unpredictable at

times and we prefer that all of our officers be equipped to conform to these possibilities. Having a diversified, computer literate officer enhances our ability to respond. Computer proficiency with our officers is not just part of their initial training; rather it is an ongoing process that is facilitated by our corporate staff and the site supervisors. Officers are not only trained on what to do on government computers, but they are also trained on what not to do. This includes not accessing restricted and classified city information; not visiting prohibited and inappropriate sites; and maintaining confidentiality of information that they are privileged to. This training program remains consistent with City of Tallahassee policies and procedures and is refreshed every quarter or ninety days.

## **Reporting Plan**

Barkley Security Agency, Inc., in all of its contracts has developed the internal discipline, values and procedures to keep accurate, verifiable records available to the government for review and audit.

Monthly report will include the following

- Previous month's performance hours
- Personnel changes
- Deficiency reports and corrections
- Inspections (type of inspection, officer name, and where conducted)
- Safety Inspections
- Quality Inspections
- Accidents, Unusual Incidents
- Activity Log Reports
- Security Alarm Reports

### **OFFICER DAILY ACTIVITY REPORTS**

All officers assigned to a post will be required to document a detail report of their rounds every hour on a daily activity report form (DAR). These reports will be available each day to management.

### **CHAIN OF COMMAND**

Our chain of command is very simple. The number of management personnel will be kept to the number required to adequately perform the task at hand. To provide quick response for our organization, we employ project management at "ground level". The corporate staff will not dictate day-to-day operations from the corporate headquarters, but allows the branch office supervisory staff to make those decisions. Our staff will be in direct and continuous contact with the Police Department and must be able to react immediately to requests for additional or emergency services, correction of deficiencies and provision of required reports. Without the timeliness offered by this organizational structure, there would be serious limitations in the performance of the requirements of this contract.

### **PERSONNEL PROBLEMS**

Barkley Security Agency, Inc. realizes that due to the number and nature of personnel problems that may occur, however it also allows that every individual has a right of protection under the law. Each Security Officer is a citizen and is entitled to protection per laws and statues of the state, city and county where they are employed. All personal problems will be handled in

accordance with rules, regulations, and laws consistent with the Contract and policies and procedures of the Barkley Security Agency and our client.

All Personnel will be given proper training on the use and protection of all weapons when. We understand that the uses of weapons are very sensitive and special attention will be outlined regarding use and punishment. Security Officers are not allowed to carry weapons other than in official capacity while on the job; any violations of this rule will be subjected to administrative action.

All personnel in violation of rules will be disciplined to include dismissal. The following infractions will be cause for immediate dismissal:

1. Misuse of weapon and badge outside of duty station in an official capacity without written authorization.
2. Theft.
3. Drinking of alcoholic beverages while on duty.
4. Use of any drugs while employed with the company
5. Not following the rules and regulation under the Contract

Suspensions will occur for the following infractions:

1. Misuse of equipment
2. Alleged sexual harassment or misconduct on duty. Suspension until the situation is investigated and cleared. Notification to affected employee in writing of action taken.
3. Any employee can be suspended twice for the same infraction before removal.
4. Wrong or misuse of duty uniform.

## **COMMUNICATION PLAN**

Each member of the Contract Management Team will be issued Verizon cellular telephones. The Contract Management Team includes; Contract Manager, Assistant Contract Manager, Area Supervisor, Site Supervisor and Lead Security Officer. The cellular telephones will be utilized for official job related business only. The telephone numbers will only be given to personnel within the Chain of Command. Each Site Supervisor will have an alternate who will act during his absence.

The Area Supervisor serve as the liaison between Security Officer and contract personnel however, the telephone numbers of the Contract Manager, Corporate Management and other members of the Contract Management Team will be readily available to all Contract Personnel. These numbers will be given to each security employee attached to the identification card.

# Tab 9

## Uniform Policy



## UNIFORM POLICY

Barkley Security Agency, Inc. routinely issues each Security Officer three (3) uniform wardrobes and equipment to each employee. Replacement uniforms are issued as needed. The wardrobe consists of the following:

- Hat – (3) inch-brim (black) or baseball cap (black)
- Shirt, short sleeve for summer and long sleeve for winter – (white)
- Personal I.D. card with barcode
- Trousers – (brown)
- Belt, garrison w/brass buckle – (black)
- Brown ties
- Light weight jacket with patches (black)
- Winter jacket bomber style with patches (black)
- Bright yellow rain gear emblazoned with the security cover and gloves
- Security Officer's Pocket Manual
- Whistle
- Flashlight with batteries
- Security Officer Insignias & shoulder patches
- Pocket notebook
- Cell phone/cell phone case
- Pager if necessary

Officers are required to wear black leather tie shoes and black socks to complete the professional look to the uniform.

### Special Request Uniforms

Barkley Security Agency, Inc. may choose the Trooper style hats or have Security Officers wear a blazer suit style rather than the military type for special events. Normally, this includes a brown blazer, solid brown tie, white shirt, and brown pants.

Uniforms are inspected on Site

Post inspections by supervisors include a uniform inspection to insure that officers are in complete uniform and are neat in appearance. Personal hygiene, hair length, and style must be in

keeping with Barkley Security Agency, Inc. regulations. With the exception of watches and engagement rings, jewelry is forbidden. Any missing uniform articles are corrected immediately. Signs of uniform disrepair are reported to management and addressed prior to the next scheduled shift. It is recognized the condition of the officer's uniform is an important factor in the officer's effectiveness.

# Tab 10

## License Certification

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**ADAM H. PUTNAM  
COMMISSIONER**

**DIVISION OF LICENSING**

**08/01/13**  
DATE ISSUED

**08/04/16**  
DATE OF EXPIRATION

**B 8800039**  
LICENSE NUMBER

**BARKLEY SECURITY AGENCY, INC.**

18229 MEMORIAL BLUESTAR HIGHWA  
QUINCY, FL 32351

BARKLEY, ROBERT EARL, PRESIDENT  
BARKLEY, LOMAR C., VICE PRESIDENT  
BARKLEY, LOMAR C., SECRETARY-TREASURER

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF  
CHAPTER 493, FLORIDA STATUTES.



A handwritten signature in black ink, appearing to read 'Adam H. Putnam', is written in a cursive style.

**ADAM H. PUTNAM  
COMMISSIONER**

EXHIBIT B

# State of Florida

## Minority, Women & Florida Veteran Business Certification

**Barkley Security Agency, Inc**

Is certified under the provisions of  
287 and 295.187, Florida Statutes for a period from:

12/12/2013 to 12/12/2015



DEPARTMENT OF MANAGEMENT  
**SERVICES**

*Craig J. Nichols*  
Craig J. Nichols, Secretary  
Florida Department of Management Services



**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-05-14-15-32**

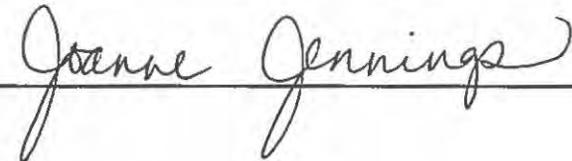
EXHIBIT C

**Bid Title: Security Guard Services, Continuing Services**

**Opening Date: Thursday, May 14, 2015 at 2:00 PM**

Item/Vendor	Giddens Security	Barkley Security	
Manual Signature	yes	yes	
Affidavit of Immigration	yes	yes	
EEO	yes		
Tie Bid	yes	yes	
Insurance	yes	yes	
Certificate Debarment	yes	yes	
Courthouse: Armed	13.68	12.50	
Unarmed	11.89	11.30	
PSC: Armed	13.68	12.50	
Unarmed	11.89	11.30	
General Ser: Armed	15.00	12.27	
Unarmed	15.00	11.20	
No Bid:			

Tabulated By: \_\_\_\_\_

**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-05-14-15-32**

Attachment #1  
 Page 110 of 111

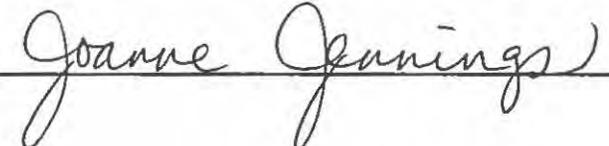
EXHIBIT C

**Bid Title: Security Guard Services, Continuing Services**

**Opening Date: Thursday, May 14, 2015 at 2:00 PM**

Item/Vendor	Palmetto Security	All Pro Security	Credible Security
Manual Signature	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
EEO	yes	yes	yes
Tie Bid	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Courthouse: Armed	17.45	13.32	12.17
Unarmed	15.07	12.27	10.99
PSC: Armed	15.86	13.32	12.17
Unarmed		12.27	10.99
General Ser: Armed	15.46	13.32	12.17
Unarmed	13.88	12.27	10.99
No Bid:			

Tabulated By: 



**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-05-14-15-32**

Attachment #1  
 Page 111 of 111

EXHIBIT C

**Bid Title: Security Guard Services, Continuing Services**

**Opening Date: Thursday, May 14, 2015 at 2:00 PM**

Item/Vendor	Dynamic Security	Excel Sior Defense	Dothan Security
Manual Signature	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
EEO	yes	yes	yes
Tie Bid	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
<b>Courthouse: Armed</b>	19.05	14.03	12.31
<b>Unarmed</b>	17.41	12.79	11.09
<b>PSC: Armed</b>	19.05	14.03	12.31
<b>Unarmed</b>	17.41	12.79	11.09
<b>General Ser: Armed</b>	19.05	14.03	12.31
<b>Unarmed</b>	17.41	12.79	11.09
<b>No Bid:</b>			

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 Joanne Jennings

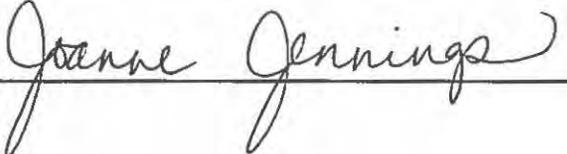
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Tabulated By: 



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EEO	yes	yes	yes
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Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Courthouse: Armed	17.45	13.32	12.17
Unarmed	15.07	12.27	10.99
PSC: Armed	15.86	13.32	12.17
Unarmed		12.27	10.99
General Ser: Armed	15.46	13.32	12.17
Unarmed	13.88	12.27	10.99
No Bid:			

Tabulated By: 

Joanne Jennings

Attachment #2  
Page 2 of 3

**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-05-14-15-32**

**Bid Title: Security Guard Services, Continuing Services**

**Opening Date: Thursday, May 14, 2015 at 2:00 PM**

Item/Vendor	Dynamic Security	Excel Sior Defense	Dothan Security
Manual Signature	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
EEO	yes	yes	yes
Tie Bid	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
<b>Courthouse: Armed</b>	19.05	14.03	12.31
<b>Unarmed</b>	17.41	12.79	11.09
<b>PSC: Armed</b>	19.05	14.03	12.31
<b>Unarmed</b>	17.41	12.79	11.09
<b>General Ser: Armed</b>	19.05	14.03	12.31
<b>Unarmed</b>	17.41	12.79	11.09
<b>No Bid:</b>			

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Joanne Jennings

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #27**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #27

September 15, 2015

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

**From:** Herbert W. A. Thiele, County Attorney 

**Title:** Authorization to Amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element Regarding an Interlocal Agreement Governing Annexation Procedures

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<b>County Attorney Review and Approval:</b>	Herbert W. A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Jessica M. Icerman, Assistant County Attorney

**Fiscal Impact:**

This item has no fiscal impact to the County

**Staff Recommendation:**

Option #1: Authorize staff to complete an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I] (Attachment #1), to require the City and County enter into an interlocal agreement governing annexation procedures (Attachments #2 and #3).

## **Report and Discussion**

### **Background:**

On December 9, 2014, during consideration of an Agenda Item on a voluntary annexation, the Board directed the County Attorney to bring back an item outlining the rules and procedures governing the annexation of property into the boundaries of the City of Tallahassee (“City”).

On February 10, 2015, the Board accepted the Staff Report on the Rules Governing Annexation Procedures and directed staff to prepare a proposed amendment to the Tallahassee-Leon County Comprehensive Plan (“Comprehensive Plan”), Intergovernmental Coordination Element, Policy 2.1.4 [I] to allow more time for the Board to review future proposed annexations. Staff has developed two alternatives for the proposed amendment, discussed in further detail in the Analysis section of this Agenda Item at Part I. While the proposed amendment ultimately chosen by the Board will not be considered until the 2016-I Comprehensive Plan Amendment Cycle, the City and County are nevertheless attempting to effectuate the requested change at the staff level by committing to provide for a 20-day review period during the interim.

Additionally, during the February 10, 2015 Board Meeting, there was considerable discussion regarding the many “pockets” of annexed land and “spaghetti-like” borders. In an effort to answer the questions raised, this Agenda Item includes a discussion on several of these “pockets” in the Part II of the Analysis Section.

### **Analysis:**

#### ***Part I – Proposed Comprehensive Plan Amendment***

##### **A. Current Comprehensive Plan Language and Application**

Policy 2.1.2 [I] of the Comprehensive Plan states the County “will support the City’s annexation efforts in the Urban Services Area” (Attachment #1, Intergovernmental Coordination Element of the Comprehensive Plan). Policy 2.1.4 [I] of the Comprehensive Plan requires that:

Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a pla[n] setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. How land use compatibility will be insured;
- b. How facilities will be provided, and by which entity;
- c. How level of service standards will be made consistent with this plan;
- d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direct[or] and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. . . .

During the six-day window, the Board has an opportunity to review, comment, and suggest changes regarding the proposed annexation before the adoption of the annexation ordinance by the City. If the Board disagrees or objects to the proposed annexation, the Mayor and the Chairman are required to fully discuss the areas of concern expressed by the Board at a publicly noticed meeting. In the event the disagreement is not resolved, the City and County must submit the dispute to mediation pursuant to the Policy 2.1.4 [I] of the Comprehensive Plan.

## **B. Proposed Comprehensive Plan Amendment**

On February 10, 2015, the Board directed staff to develop a proposed amendment to the Comprehensive Plan Policy 2.1.4 [I] to increase the amount of time for the County to review proposed annexations prior to the City's first reading of the ordinance. Additionally, Section 171.044, Florida Statutes, was amended in 2006, and now requires the City to provide the County with a copy of the notice of the annexation at least 10 days prior to the first publication of the notice of annexation. The City must publish notice of a voluntary annexation at least seven days prior to the first public hearing on the annexation ordinance. Therefore, in accordance with Chapter 171, Florida Statutes, requirements and with the Board's desire to increase time for the County's review, a Comprehensive Plan amendment is necessary. Two possible alternatives to achieve the increase in the review timeframe are discussed in the following subsections.

### 1. Alternative #1

Alternative #1 seeks to minimize the detailed language within the Comprehensive Plan and instead allow for an Interlocal Agreement to dictate the specific annexation procedures. The proposed amendment to Policy 2.1.4 [I] provides for an annexation process consistent with Chapter 171, Florida Statutes, and an Interlocal Agreement entered into by and between the County and the City. The language within the Interlocal Agreement would include the increased timeframe for the County to review proposed annexations. Additionally, the proposed amendment to Policy 2.1.4 [I] provides guidance on issues and procedures that must be addressed in the Interlocal Agreement. A red line version of this proposed amendment is attached as Attachment #2. A draft proposed Interlocal Agreement for Annexation Procedures is attached as Attachment #3.

## 2. Alternative #2

Alternative #2 seeks to amend the existing language within Comprehensive Plan Policy 2.1.4 [I] to increase the timeframe for the County to review the proposed annexations prior to the City's first reading of the ordinance, provide more clarity, and address general readability issues. The Comprehensive Plan would continue to dictate the specifics of the annexation procedure without the necessity of the City and County entering into an Interlocal Agreement. A red line version of this proposed amendment is attached as Attachment #4.

### Staff Recommendation

Staff recommends the Board select Alternative #1 because it replaces specific language in the Comprehensive Plan with general language, allowing the detailed provisions to be found within the Interlocal Agreement for Annexation Procedures. Additionally, the annexation procedures can be amended more easily through an Interlocal Agreement as opposed to going through the lengthy Comprehensive Plan amendment process.

## *Part II – Annexation Analysis*

During the February 10, 2015 Board Meeting, there was considerable discussion regarding the many “pockets” of annexed land and the City's “spaghetti-like” borders. In an effort to answer the questions raised, this Agenda Item includes a discussion on several of these “pocket” areas.

### **A. Annexation Procedures**

Voluntary annexation requires a petition that bears the signatures of **all** owners of property in the area proposed to be annexed. F.S. § 171.044. Involuntary annexation requires the annexing municipality to adopt an annexation ordinance; however, prior to the ordinance becoming effective, the ordinance must be submitted to the registered electors in the area proposed to be annexed. A municipality may also submit a separate vote on the annexation ordinance to the registered voters of the annexing municipality. F.S. § 171.0413. The referendum submitted to the registered electors in the proposed area to be annexed must pass by a majority vote. If the municipality also chooses to submit the annexation ordinance to the registered electors in the municipality, also known as a “dual referendum,” both referendums must pass by a majority vote for the annexation ordinance to become effective.

Chapter 171, Florida Statutes, provides that both voluntary and involuntary annexation requires that the property proposed to be annexed must be contiguous, reasonably compact, and not create an enclave (pocket of land standing alone). Under section 171.031(11), Florida Statutes (2014), land is considered “**contiguous**” when “a substantial part of a boundary of the territory . . . is coterminous with a part of the boundary of the municipality.” Section 171.031(12), Florida Statutes (2014), defines “**compactness**” as a “concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns.” Section 171.031(13), Florida Statutes (2014), defines an “**enclave**” as “[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or [a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.”

For a more detailed discussion on voluntary and involuntary annexation requirements, see Agenda Item #23 of the February 10, 2015 Board meeting, Attachment #5.

## **B. History of Annexations within Leon County**

Leon County went through a period of significant annexations between 1979 and 1999. During this 20 year period, the City grew from 28 square miles to 98 square miles. Since 2000, the City has only grown 5 square miles. A map showing the successive annexations from 1824 to 2014 is attached hereto as Attachment #6.

In the 1990s and 2000s, a typical voluntary annexation was done on a parcel-by-parcel basis. One property owner or a small group of owners would petition the City for annexation. The County has been given an opportunity to review and object to the annexation on the basis that the annexation is not consistent with Chapter 171, Florida Statutes. The County has objected to annexations over the years, affording the City and County an opportunity to negotiate the borders of the proposed areas. This parcel-by-parcel approach led to much of the “spaghetti-like” borders present today.

The sections following provide a closer examination and discussion of some areas which appear to have “spaghetti-like” borders.

### 1. Sharer Road Annexations

The Board’s extensive annexation discussion was spurred by a petition for voluntary annexation of property along the north side of I-10, south of Mays Road and west of Sharer Road. The voluntary annexation was petitioned by Elliot Jenkins, on behalf of Jenkins Roofing, Inc., the parcel owner. The area consisted of one parcel, approximately 9.65 acres in size. The parcel bordered I-10, with City limits reaching the opposite side of I-10. Chapter 171, Florida Statutes, does not allow municipalities to annex a federal highway or state road. However, when determining if a proposed annexation is contiguous, the law ignores federal highways or state roads and treats them as if the roadway was not there. So, if the City limits reach the south side of I-10 and the parcel is on the north side, the parcel is considered contiguous under the law. The County Commissioners voted 5-2 to not object to the annexation in this area on December 9, 2014. A map showing successive annexations by year of the Sharer Road area is attached hereto as Attachment #7.

As shown on the map, neighborhoods in this area are partially within the City and partially within the County. One specific parcel in this area is owned by Northwest Florida Water Management District and used as an artificial marsh. The parcel is approximately 31 acres in size and is unlikely to ever be developed. It remains and likely will continue to remain in the unincorporated area. Parcel-by-parcel annexation in the late 1990s and early 2000s led to the nontraditional borders we see today.

## 2. Southern Triangle Annexations

The area north of Capital Circle, east of Crawfordville Road, and west of Woodville Highway is commonly referred to as the “Southern Triangle”. Prior to 2002, the Southern Triangle was predominantly unincorporated. In 2002, two areas within the Southern Triangle were considered for voluntary annexation. A neighborhood association and a group of property owners requested the City consider annexing the entire Southern Triangle rather than continuing on a piecemeal approach. As a result, the City withdrew the two ordinances relating to the specific voluntary annexations and replaced them with three referendum ordinances that divided the Southern Triangle into three areas for voting purposes: Area A, Area B, and Area C. The City Commission approved the annexations of Area A and Area B, contingent upon voter approval of the annexation referendum in Area C.

The annexation referendum for Area C was held on June 19, 2002. This proposed involuntary annexation would have brought 113 acres within the borders of the Southern Triangle into the City. Voters rejected this proposed annexation by 73% (261-96), and by reference cancelled the requests for voluntary annexations in Area A and Area B. Despite the annexation referendum being defeated, the property owners of parcels within Area A and Area B continued to request annexation. The parcels proposed for annexation were divided into five areas. The County reviewed these areas on September 17, 2002. The Board voted to approve two of the five proposed areas and did not approve of the remaining three areas on the basis that the proposed annexations did not conform with the requirements of Chapter 171, Florida Statutes. Despite the Board’s disapproval, the City annexed parts of the areas disapproved by the Board. As a result, the County filed a Declaratory Action in Circuit Court to address the areas the City annexed without Board approval. A settlement was reached wherein the areas remained annexed but a Comprehensive Plan amendment was adopted to address annexation procedures, allowing the County to review proposed annexations, and provide for dispute resolution.

In the years following the failed referendum, property owners requested voluntary annexation on a piecemeal basis. Thus, the Southern Triangle is now comprised of both incorporated and unincorporated area throughout, resulting in nontraditional borders. A map showing the city boundaries within the Southern Triangle is attached hereto as Attachment #9.

## 3. Welaunee Plantation Annexations

In 1990, Powerhouse, Inc. submitted a request for the voluntary annexation of approximately 7,090 acres of undeveloped land known as the Welaunee Plantation. On September 5, 1990, the City annexed approximately 6,548 acres of the Welaunee Plantation, leaving the westernmost 542 acres in the unincorporated area. This area is commonly referred to as the “Toe” of the property. In 2005, Powerhouse, Inc., and the City entered a conceptual agreement for the placement of transmission lines. This agreement required the annexation of the Welaunee Toe.

On November 22, 2005, the Board voted to object to the annexation of the Welaunee Toe and initiated mediation as required by the Comprehensive Plan. The Board raised several concerns, such as differing development standards between the City and County and stormwater considerations. Despite the County's objection to the annexation, the City adopted an ordinance to annex the Welaunee Toe without following the requirements of the Comprehensive Plan Policy 2.1.4 [I]. As a result, the County initiated a lawsuit against the City. A settlement was reached and approved by the Board on September 12, 2006. The settlement allows the County to review and comment on development plans and stormwater management facility plans in Welaunee Plantation.

To prevent the Welaunee Toe annexation from creating an enclave of the unincorporated area around I-10 and Centerville Road, a sliver of land remained unincorporated. On April 26, 2011, Powerhouse, Inc. requested to annex that sliver of property. The County objected because it would create an enclave. After discussions with the City, the County withdrew its objection to the annexation on the condition that no enclave is created. Thus, a portion of previously annexed land was contracted (de-annexed). This sliver connecting to the I-10 and Centerville area has shifted throughout the years. A map showing the Welaunee area is attached hereto as Attachment #10.

The area around I-10 and Centerville Road remains unincorporated, despite being substantially surrounded by the City. The unincorporated area consists of four residential subdivisions and approximately 100 parcels not within subdivisions. About 40 of these parcels are improved. The median age of the structures built in this area is 1985-1989. Only nine structures have been built since 2000.

#### 4. Mission Road Area Annexations

The City's borders can be described as "spaghetti-like" in the area north of I-10, South of Fred George Road, and west of North Mission Road. Similar to the Welaunee area, there is a sliver of unincorporated area that connects to several "pockets" of unincorporated areas. This sliver of land runs along a CSX railroad track. A map showing the Mission Road area is attached hereto as Attachment #11. Again, this area is a good example of the parcel-by-parcel approach that occurs with piecemeal voluntary annexations and leads to nontraditional borders.

### **C. Conclusion**

The vast majority of annexations are voluntary annexations. The most recent involuntary annexation was the failed annexation of the Southern Triangle in 2002. Because the vast majority of annexations are voluntary, it naturally occurs via a parcel-by-parcel approach. This approach leads to the splitting of neighborhoods into both incorporated and unincorporated areas and to the nontraditional borders we see today. The Comprehensive Plan states the County "will support the City's annexation efforts in the Urban Services Area." The County can only object to proposed annexations within the Urban Services Area if the proposed annexation does not meet the requirements of Chapter 171, Florida Statutes.

As a result of the Southern Triangle litigation, the City and County agreed to implement procedures for the County's review of proposed annexations. Since 2005, this increased communication regarding proposed annexations has allowed the City and County to better address nontraditional borders when a petition for annexation is received by the City.

**Options:**

1. Authorize staff to complete an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I] (Attachment #1), to require the City and County enter into an interlocal agreement governing annexation procedures (Attachments #2 and #3).
2. Authorize staff to complete an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I], to amend the timeframe for the County's review of proposed annexations, provide additional clarity, and improve general readability (Attachment #4).
3. Do not authorize staff to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I].
4. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4.[I].
2. Proposed Comprehensive Plan Alternative # 1.
3. Proposed Interlocal Agreement for Annexation Procedures.
4. Proposed Comprehensive Plan Alternative #2.
5. February 10, 2015 Agenda Item #23, Acceptance of Staff Report on the Rules Governing Annexation Procedures and Authorization to Prepare Amendments to the Tallahassee-Leon County Comprehensive Plan.
6. Map of Successive Annexations from 1824 to 2014.
7. Map of Mays Road/Sharer Road Annexation and Surrounding Area.
8. Map of Southern Triangle Annexations and Surrounding Area.
9. Map of Welaunee Plantation Annexations and Surrounding Area.
10. Map of Mission Road Annexations and Surrounding Area.

*Intergovernmental Coordination*

**INTERGOVERNMENTAL COORDINATION  
GOALS, OBJECTIVES AND POLICIES**

**ANNEXATION POLICY**

**Policy 2.1.4: [I]**

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. How land use compatibility will be insured;
- b. How facilities will be provided, and by which entity;
- c. How level of service standards will be made consistent with this plan;
- d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direction and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager prior to the public hearing on the annexation ordinance(s) related to the plan. In the event that the County Commission objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed 30 days for the purpose of holding the joint meeting with the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and County agreed to submit the dispute to a mutually acceptable mediator. Expense of the mediation shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed 60 days for the purpose of conducting the mediation proceedings.

**Proposed Amendment to Policy 2.1.4: [I]**

**Alternative #1**

**Policy 2.1.4: [I]**

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee. The Interlocal Agreement for Annexation Procedures shall include:

- a. Annexation review policies and procedures that allow the County not less than 20 days prior to the first reading of the ordinance considering such annexation(s) to review the proposed annexation(s);
- b. Dispute resolution procedures should the County object to any proposed annexation;
- c. The requirement for a City Annexation Plan prior to the passage of any ordinance for annexation which shall include, at a minimum, a specific description of the proposed areas to be annexed, an assurance of land use compatibility, the schedule for the delivery of City-provided urban services to the area proposed for annexation, how the level of service standards will be met, the facilities to be provided and the responsible entity for said facilities, and, in the event of a voluntary annexation, the amount of any agreed upon water and/or sewer rebate that would be due to the petitioner.

~~—Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:~~

- ~~a. —How land use compatibility will be insured;~~
- ~~b. —How facilities will be provided, and by which entity;~~
- ~~c. —How level of service standards will be made consistent with this plan;~~
- ~~d. —For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.~~

~~When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direction and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager prior to the public hearing on the annexation ordinance(s) related to the plan. In the event that the County Commission objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the~~

~~annexation process for a period not to exceed 30 days for the purpose of holding the joint meeting with the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and County agreed to submit the dispute to a mutually acceptable mediator. Expense of the mediation shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed 60 days for the purpose of conducting the mediation proceedings.~~

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON  
COUNTY REGARDING ANNEXATION PROCEDURES**

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”) and the CITY OF TALLAHASSEE, a Florida municipal corporation (“City”).

**RECITALS**

WHEREAS, Goal 2 of the Intergovernmental Coordination Element of the Tallahassee-Leon County Comprehensive Plan is to maintain and enhance the health, viability, and growth of the City; and

WHEREAS, Objective 2.1 of the Intergovernmental Coordination Element of the Tallahassee-Leon County Comprehensive Plan states the City intends to expand its corporate limits to provide urban services to urbanized and urbanizing areas in the Urban Services Area; and

WHEREAS, annexation by the City shall be in accordance with Chapter 171, Florida Statutes; and

WHEREAS, the City and County entered into a settlement agreement in *Leon County v. City of Tallahassee*, Case No. 03-2195, which provided for consideration of an amendment to the Tallahassee-Leon County Comprehensive Plan governing procedures for proposed annexation; and

WHEREAS, on September 21, 2004, the City and County Commissioners voted to adopt a Comprehensive Plan amendment to provide the Board of County Commissioners with additional information and an extended timeframe to consider and review proposed annexations; and

WHEREAS, the City and County agree that the annexation procedures and policies are better dictated within an interlocal agreement as opposed to the Tallahassee-Leon County Comprehensive Plan; and

WHEREAS, the County and the City desire to enter into an agreement to accomplish the goals, objectives, and public purposes set forth in these recitals.

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained and set forth, and obligations herein contained, and subject to the terms and conditions herein stated, the City and County hereby agree as follows:

1. Purpose and Incorporation of Recitals. The purpose of this Interlocal Agreement is to set forth annexation review procedures and policies in accordance with Chapter 171, Florida Statutes, and the Tallahassee-Leon County Comprehensive Plan. The Recitals articulated above are incorporated herein as if fully set forth below.
2. City Annexation Plan. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan for annexation (hereinafter the “City Annexation Plan”) setting forth the schedule for the delivery of City-provided urban services to the property subject to annexation and which shall include:
  - a. A specific description of the proposed areas to be annexed, including the annexation of right-of-ways, if any;
  - b. An assurance of land use compatibility;
  - c. The facilities to be provided and the responsible entity for said facilities;
  - d. How level of service standards will be met;
  - e. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.
3. Voluntary Annexation. When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s) and ownership information from the online database furnished by the County Property Appraiser, to the relevant City departments for official review and comment and to the County Administrator. The City Annexation Plan for each annexation shall also be provided by the City to the County Administrator, the County’s Director of Development Support and Environmental Management and the County Attorney not less than twenty (20) days before the first reading of the ordinance considering such annexation, but in no event less than five (5) days before the next regularly scheduled Board of County Commissioners meeting. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation at a public meeting prior to the adoption of the annexation ordinance(s) by the City Commission, and such comments will be provided to the City Manager at least five (5) days prior to the public hearing on the annexation ordinance(s).
4. County objections to proposed annexation. In the event that the County objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed thirty (30) days for the purpose of holding the joint Mayor/Chair meeting. Should the Mayor/Chair joint meeting resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith. In the event

the County continues to object to the proposed annexation following the joint Mayor/Chair meeting, the City and County shall submit the dispute to mediation. The expense of a mutually acceptable mediator shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed sixty (60) days for the purpose of conducting the mediation proceedings. Should the mediation resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith.

5. Termination. This Interlocal Agreement may only be terminated upon mutual consent of the Parties, consistent with the Tallahassee-Leon County Comprehensive Plan.
6. Dispute Resolution. 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.
  - a. 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."
  - b. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and 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.
  - c. 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.

- d. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
  - i. 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.
  - ii. 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.
  - iii. 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.

## 7. 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 shall 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 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, assignees of the Parties hereto.
  - e. Assignments. Because of the unique nature of the relationship between the Parties and the terms of the 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 be unreasonably 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 matter are superseded by this Agreement.
  - g. 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.
  - h. 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 official, 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 performance under this Agreement.
  - i. Costs and Attorney's Fees. In the event of litigation between the Parties to construe 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 the subject litigation. The term litigation shall include appellate proceedings.
  - j. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
8. Effective date. This Agreement shall be effective on the date last approved by either party.

IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF TALLAHASSEE**

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Andrew Gillum, Mayor

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:  
James O. Cooke, IV  
City Treasurer-Clerk

ATTEST:  
Bob Inzer  
Clerk & Comptroller  
Leon County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:  
City Attorney's Office

Approved as to form:  
County Attorney's Office

By: \_\_\_\_\_  
Lewis E. Shelley, Esq.  
City Attorney

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

**Proposed Amendment to Policy 2.1.4: [I]**

**Alternative #2**

**Policy 2.1.4: [I]**

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan~~y~~ setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. A specific description of the proposed areas to be annexed, including the annexation of right-of-ways, if any;
- b. ~~How An assurance of~~ land use compatibility ~~will be insured;~~
- c. ~~How The f~~facilities ~~will to~~ be provided, and ~~by which~~the responsible entity for said facilities;
- d. How level of service standards will be ~~made consistent with this plan met;~~
- e. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), ~~for official review and comment, as well as and~~ ownership information from the ~~County's~~ online database furnished by the County Property Appraiser, to the relevant City departments for official review and comment; and, ~~at the same time, send a copy of the notice~~ to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's ~~Growth Management~~ Directorion of Development Support and Environmental Management and the County Attorney ~~at the time that it is provided to the City Commission, but not~~ less than six twenty (620) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation at a public hearing prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager at least three (3) days prior to the public hearing on the annexation ordinance(s) related to the plan.

In the event that the County Commission objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed thirty (30) days for the purpose of holding the joint Mayor/Chair meeting ~~with the County. Should the Mayor/Chair joint meeting resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith.~~ In the event the County continues to object to the proposed annexation following the joint Mayor/Chair meeting with the City, the City and County agreed to submit the dispute to mediation, a mutually acceptable mediator. ~~The Expense of a mutually acceptable mediator the mediation~~ shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed sixty (60) days for the purpose of conducting the mediation proceedings. Should

the mediation resolve the dispute, such resolution shall be reduced to writing and presented to the City Manager and County Administrator for appropriate action consistent therewith.

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #23

February 10, 2015

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

**From:** Herbert W. A. Thiele, County Attorney 

**Title:** Acceptance of Staff Report on the Rules Governing Annexation Procedures and Authorization to Prepare Amendments to the Tallahassee-Leon County Comprehensive Plan

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<b>County Attorney Review and Approval:</b>	Herbert W. A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Patrick T. Kinni, Deputy County Attorney

**Fiscal Impact:**

This item has no fiscal impact to the County

**Staff Recommendation:**

- Option #1: Accept the staff report on the rules governing annexation procedures.
- Option #2: Direct staff to prepare proposed amendments to the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I], consistent with the Board's direction.

Title: Acceptance of Staff Report on the Rules Governing Annexation Procedures and Authorization to Prepare Amendments to the Tallahassee-Leon County Comprehensive Plan  
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## Report and Discussion

### **Background:**

On December 9, 2014, during consideration of an Agenda Item on a voluntary annexation, the Board directed the County Attorney to bring back an item outlining the rules and procedures governing the annexation of property into the boundaries of the City of Tallahassee (“COT”). Both Chapter 171, Florida Statutes, and the current Tallahassee-Leon County Comprehensive Plan address annexation procedures. Chapter 171, Florida Statutes, provides for both voluntary and involuntary annexation procedures, and each requires that the property to be annexed must be contiguous, compact, and not create an enclave (pocket of land standing alone).

### **Involuntary Annexation:**

Any municipality may annex any contiguous, compact, unincorporated territory. Prior to commencing an involuntary annexation, the governing body of the municipality must prepare a report that sets forth a plan to provide urban services, such as sewer and water, for the area subject to annexation. At least fifteen (15) days’ prior to commencing annexation procedures, a copy of such report must be filed with the board of county commissioners, and failure to do so may be a basis for invalidating the annexation. *See*, Section 171.042, Florida Statutes (2014). Thereafter, the municipality must adopt an ordinance proposing to annex the property. Prior to such adoption, the municipality must hold at least two (2) advertised public hearings. Thereafter, a referendum must be held, and if approved at referendum, the ordinance will become effective ten (10) days’ after such approval. If there is a majority of votes against annexation, the ordinance will not become effective, and the proposed annexed area may not be the subject of an annexation ordinance by the annexing municipality for a period of two years from the date of the referendum. *See*, Section 171.0413, Florida Statutes (2014).

The character of the land to be annexed must be contiguous and must also be developed for an urban purpose or meet a set of designated requirements. A property is considered “contiguous” when a substantial part of a boundary of the territory is coterminous with a part of the boundary of the municipality. Section 171.031(11), Florida Statutes (2014). A property is considered developed for an “urban purpose” when it has either, a total resident population equal to at least two (2) persons per acre of land; a total resident population equal to at least one (1) person for each acre of land which is subdivided into lots, such that at least 60% of the total number of lots in the area are not greater than one (1) acre in size; or at least 60% of the number of lots are used for urban purposes and at least 60% of total acreage consists of lots which are not greater than five (5) acres in size. The purpose of involuntary annexation is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes. *See*, Section 171.043, Florida Statutes (2014).

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Voluntary Annexation:

An owner or owners of land may petition a municipality for voluntary annexation if the land is contiguous to the municipality and reasonably compact. The petition must include the signatures of all owners of the subject property. The municipality may adopt an ordinance to annex the property and redefine the boundary lines of the municipality to include the property, provided the notice of public hearing is published in a newspaper once a week for 2 consecutive weeks. To give proper notice, this newspaper notice must give the ordinance number and a brief, general description of the area proposed to be annexed, including a map showing the area, and a statement that the complete legal description and ordinance can be obtained from the city clerk. A copy of this notice must also be provided via certified mail to the board of county commissioners of the county where the subject property is located not less than ten (10) days' prior to publication. Failure to provide notice may be the basis for a cause of action invalidating the annexation. The ten (10) day notice requirement was added during the 2006 Legislative Session (§3, Ch. 2006-218). Voluntary annexation will not be allowed if such annexation will result in the creation of an enclave (pocket of land). *See*, Section 171.044, Florida Statutes (2014).

Comprehensive Plan:

In 2004, the Comprehensive Plan was amended to address concerns with the voluntary annexation process. Policy 2.1.4 of the Comprehensive Plan (Intergovernmental Coordination Element) requires that:

... Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a pla[n] setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. How land use compatibility will be insured;
- b. How facilities will be provided, and by which entity;
- c. How level of service standards will be made consistent with this plan;
- d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direct[or] and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. *See*, Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 (Attachment #1).

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The Board then has an opportunity to review, comment, and suggest changes regarding the proposed annexation before the adoption of the annexation ordinance. If the Board disagrees or objects to the proposed annexation, the Mayor and the Chairman are required to fully discuss the areas of concern expressed by the Board at a publicly noticed meeting. In the event the disagreement is not resolved, the City and County must submit the dispute to a mediator. See, Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 (Attachment #1).

**Analysis:**

At the December 9, 2014 meeting, questions were raised concerning the proposed voluntary annexation of property located along the North side of I-10, West of Sharer road, and whether the subject property met contiguity, reasonable compactness, and non-serpentine pattern requirements or otherwise created an enclave.

**Contiguous:**

Under section 171.031(11), Florida Statutes (2014), land will be considered “contiguous” when “a substantial part of a boundary of the territory... is coterminous with a part of the boundary of the municipality.” As interpreted by the courts, contiguity requires that only one side of the configuration being annexed must be substantially contiguous. *City of Sanford v. Seminole County*, 538 So.2d 113 (Fla. 5th DCA 1989). The court in that case did not feel it was necessary to look at the total perimeter of the area being annexed, because the statutory definition required only that a substantial part of a single boundary of the annexed area be coterminous with the annexing municipality. Further, the presence of a road running parallel to a city’s boundary should not prevent the assimilation of adjoining territory, as such land is still seen as contiguous. For example, in one case the petitioner’s property was still found contiguous, despite the property being bounded by I-75 and a body of water. See, *May v. Lee County*, 483 So.2d 481 (Fla. 2d DCA 1986). However, if an Interstate highway effectively bars access between the subject property and the municipality, the property will fail to be “contiguous”. *Town of Boynton v. State ex rel. Davis*, 103 Fla. 1113 (Fla. 1932). Connection of the annexing municipality and annexed area by a single point (corner contiguity) will likely not meet the contiguity requirement and will invalidate the annexation. See, *People ex rel. Hanrahan v. Village of Wheeling*, 356 N.E. 2d 806, 815 (Ill. App. Ct. 1976) (holding that point-to-point or cornering is generally not sufficient to satisfy the contiguity requirement).

**Reasonable Compactness:**

Property that is proposed to be voluntarily annexed must also be “reasonably compact”. Section 171.031(12), Florida Statutes (2014), defines “compactness” as a “concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact.” The courts have also held that a voluntarily annexed property was not “reasonably compact” because it created a 100-acre “pocket” of unincorporated territory surrounded by hundreds of acres of municipal property. *City of Center Hill v. McBryde*, 952 So.2d 599 (Fla. 5th DCA 2007). A “pocket” can be as large as this 100-acre area or “a small isolated area or group”. *City of Sanford*, 538 So.2d at 115. The statutory requirement that pockets not be created by annexation was intended to insure that no vestiges of unincorporated property be left in a sea of incorporated property. Yurko, 32 Stetson L. Rev. 517, 533 (2003).

Posted at 5:00 p.m. on February 2, 2015

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Enclaves and Non-Serpentine Patterns:

Proposed property to be voluntarily annexed must not create enclaves nor be accomplished in a serpentine pattern or manner. Section 171.031(13), Florida Statutes (2014), defines an “enclave” as “[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or [a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.” The court found that annexation was inappropriate in a particular circumstance because such annexation created enclaves of unincorporated territory within the newly annexed municipal territory with no access since the municipality had also annexed the roadways. *City of Sunrise v. Broward County*, 473 So.2d 1387 (Fla. 4th DCA 1985). The term “serpentine” is not defined in section 171.031, Florida Statutes (2014). However, the court in the *City of Sanford* case interpreted “serpentine” to mean “winding or turning one way and another.” *City of Sanford*, 538 So.2d at 115. The court in the *City of Sunrise* case determined that annexation was inappropriate because such annexation would create “finger areas in a serpentine pattern.” *City of Sunrise*, 473 So.2d at 1389.

For example, the voluntary annexation proposal raised at the December 9, 2014 Board meeting to annex the property located along the north side of I-10, west of Sharer Road would, under current law, be considered reasonably compact because it is located in a single area and falls under one county. Such annexation would not create an enclave because the property does not cut off access to other parcels that are not within the municipality. The fact that the property is bounded on one side by I-10 (a public highway) does not affect the contiguity of the property because, but for I-10, the property would abut the boundary of the municipality’s borders. On December 9, 2014, the Board voted to not object to the subject voluntary annexation.

Under Policy 2.1.4 [I] of the Comprehensive Plan, the County Administrator is provided notice of proposed voluntary annexations at the same time as relevant City departments, and the plan for each annexation is provided to the County at the same time it is provided to the City Commission, but in no event less than six (6) days’ prior to the first reading of the ordinance by the City. This six (6) day requirement may not, however, provide the Board sufficient time to consider such proposals. Therefore, a proposed amendment to the Comprehensive Plan, providing for not less than twenty (20) days’ notice prior to the first reading of the proposed annexation ordinance, may afford the County more time to sufficiently review such annexation proposals.

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**Options:**

1. Accept the staff report on the rules governing annexation procedures.
2. Direct staff to prepare proposed amendments to the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I], consistent with the Board's direction.
3. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachment:**

1. Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4.[I].

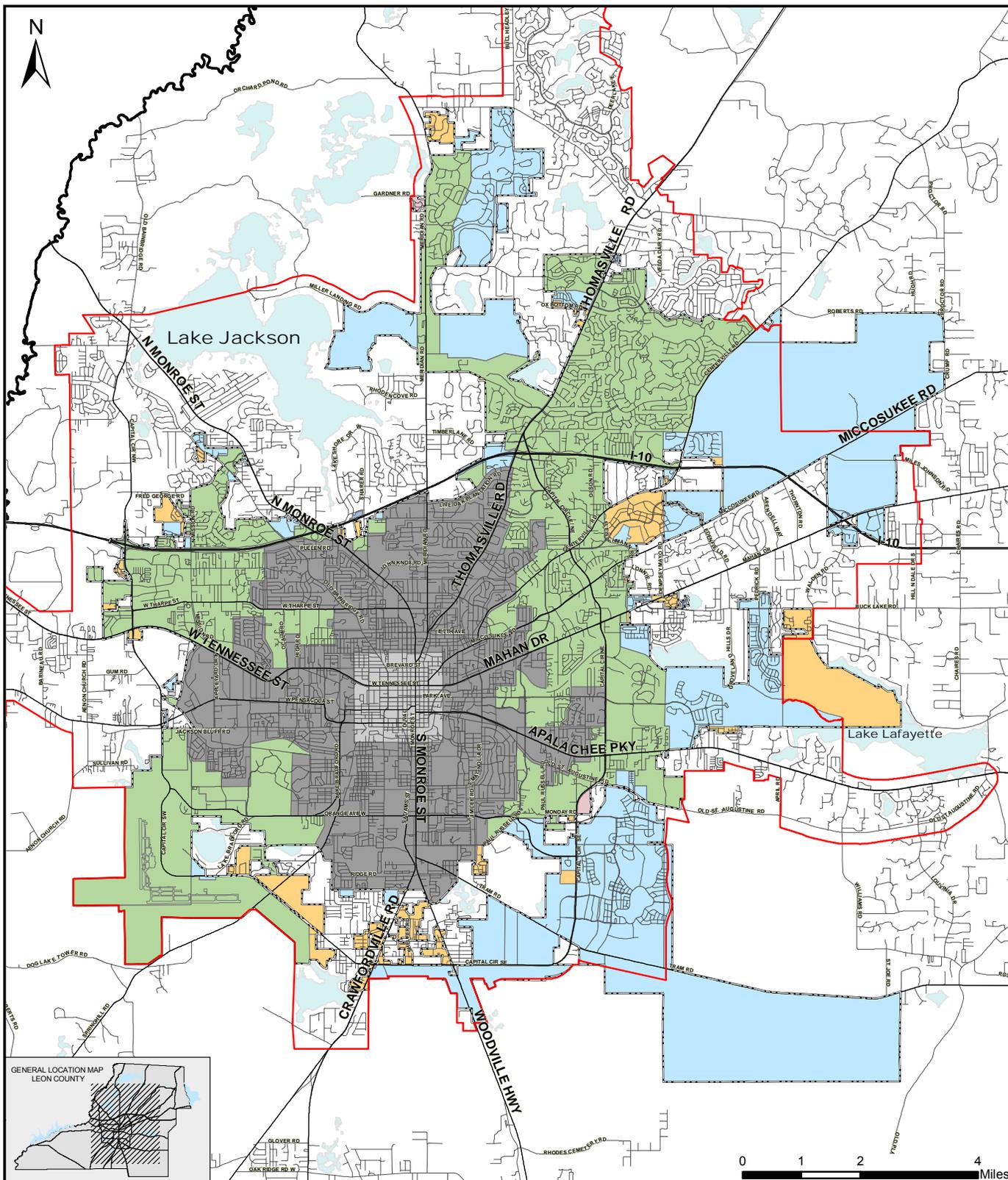
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**Policy 2.1.4: [I]**

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. How land use compatibility will be insured;
- b. How facilities will be provided, and by which entity;
- c. How level of service standards will be made consistent with this plan;
- d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direction and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager prior to the public hearing on the annexation ordinance(s) related to the plan. In the event that the County Commission objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed 30 days for the purpose of holding the joint meeting with the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and County agreed to submit the dispute to a mutually acceptable mediator. Expense of the mediation shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed 60 days for the purpose of conducting the mediation proceedings.



- County Line
  - Urban Service Area
  - ⊕ Current City Limits
  - Major Roads
  - Local Streets
  - ⊕ Lakes
- |             |             |
|-------------|-------------|
| 1824 - 1919 | 1980 - 1989 |
| 1920 - 1979 | 1990 - 1999 |
| 2000 - 2009 | 2011        |
| 2014        |             |

# City of Tallahassee Successive Annexations 1824 - 2014

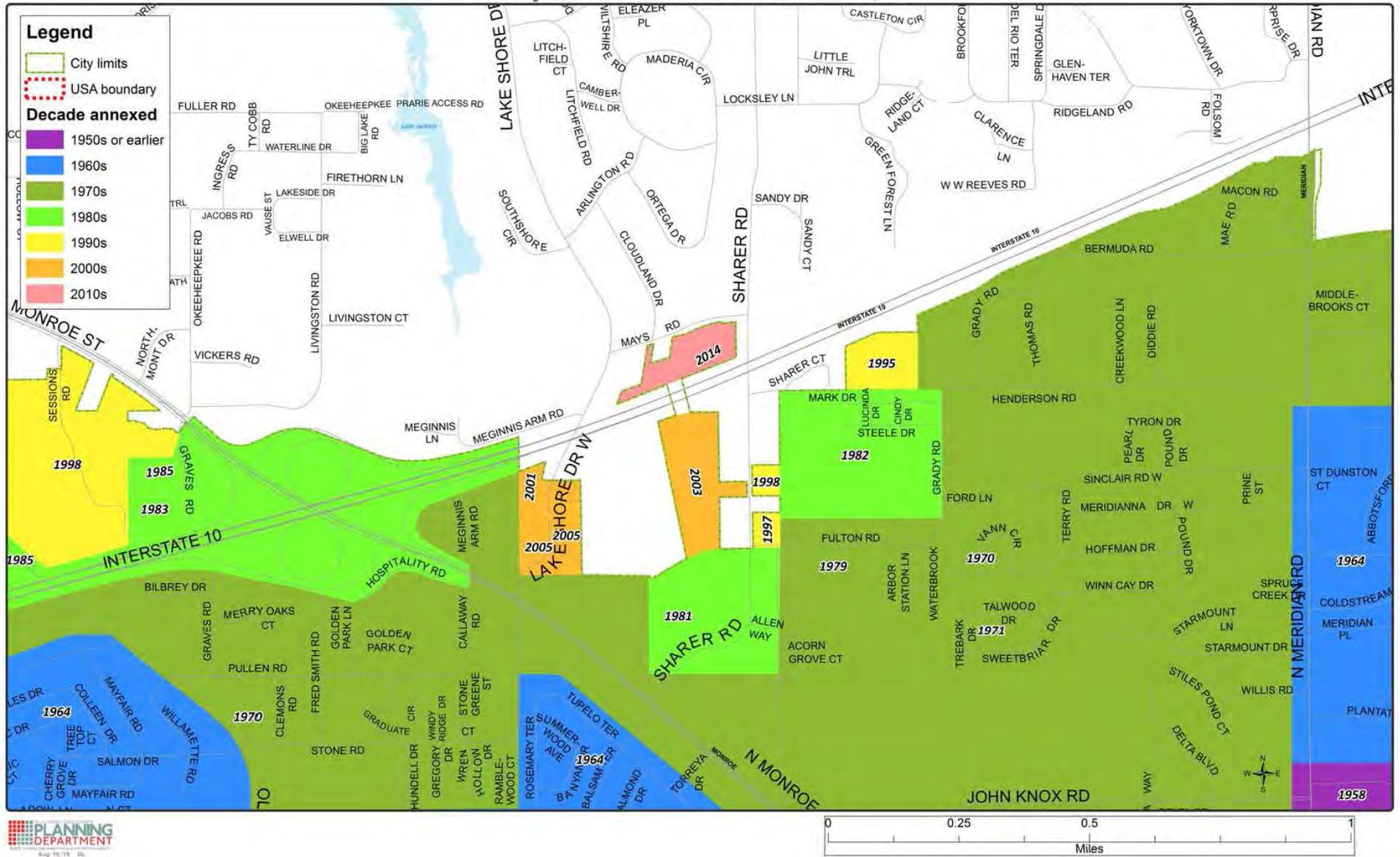
This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**PLANNING DEPARTMENT**

Map Created: January 20, 2015

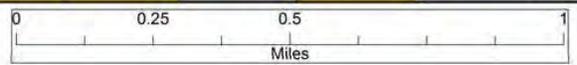
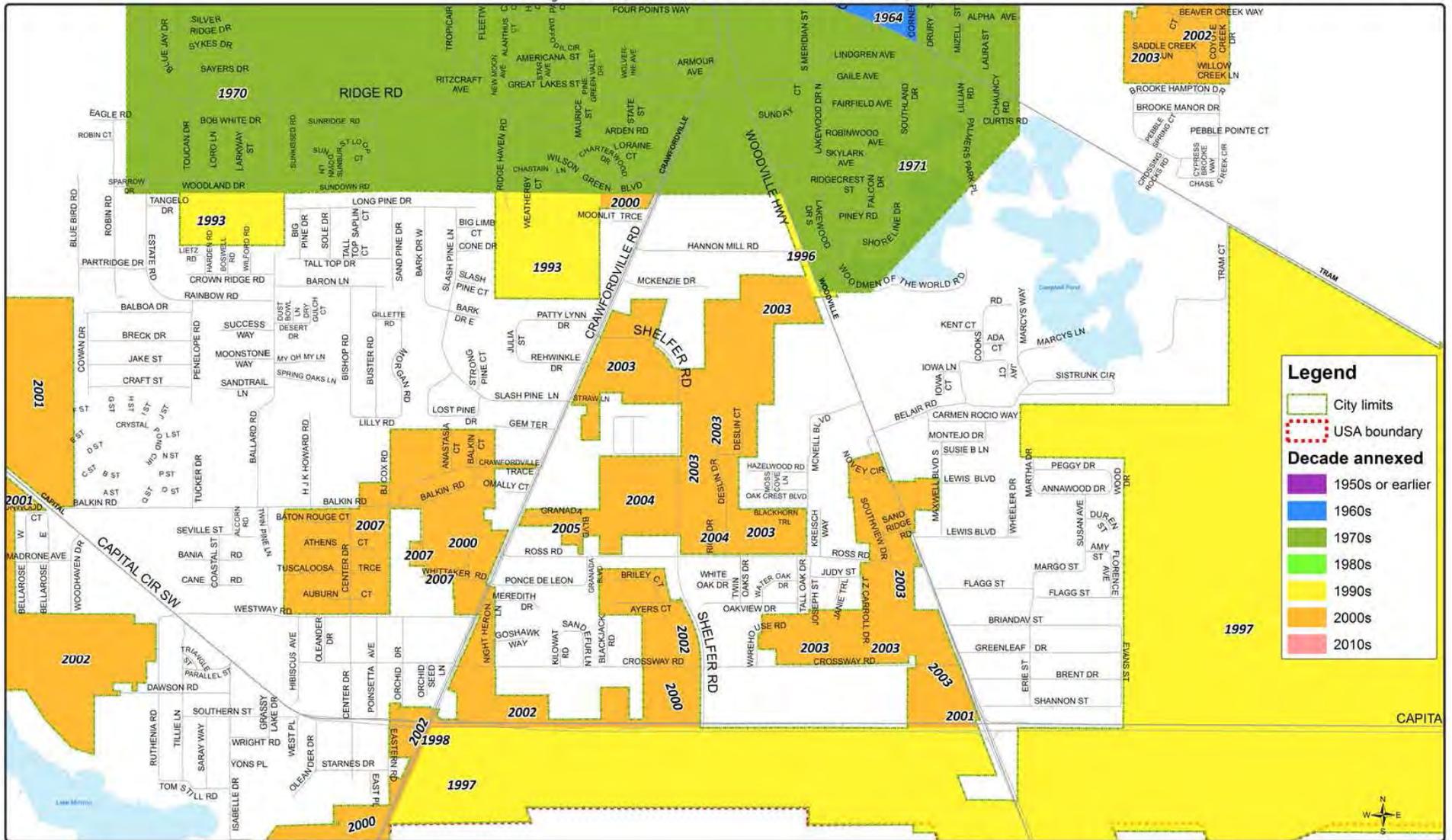
### City of Tallahassee boundaries, 2014

Sharer Road



City of Tallahassee boundaries, 2014

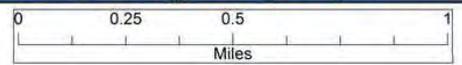
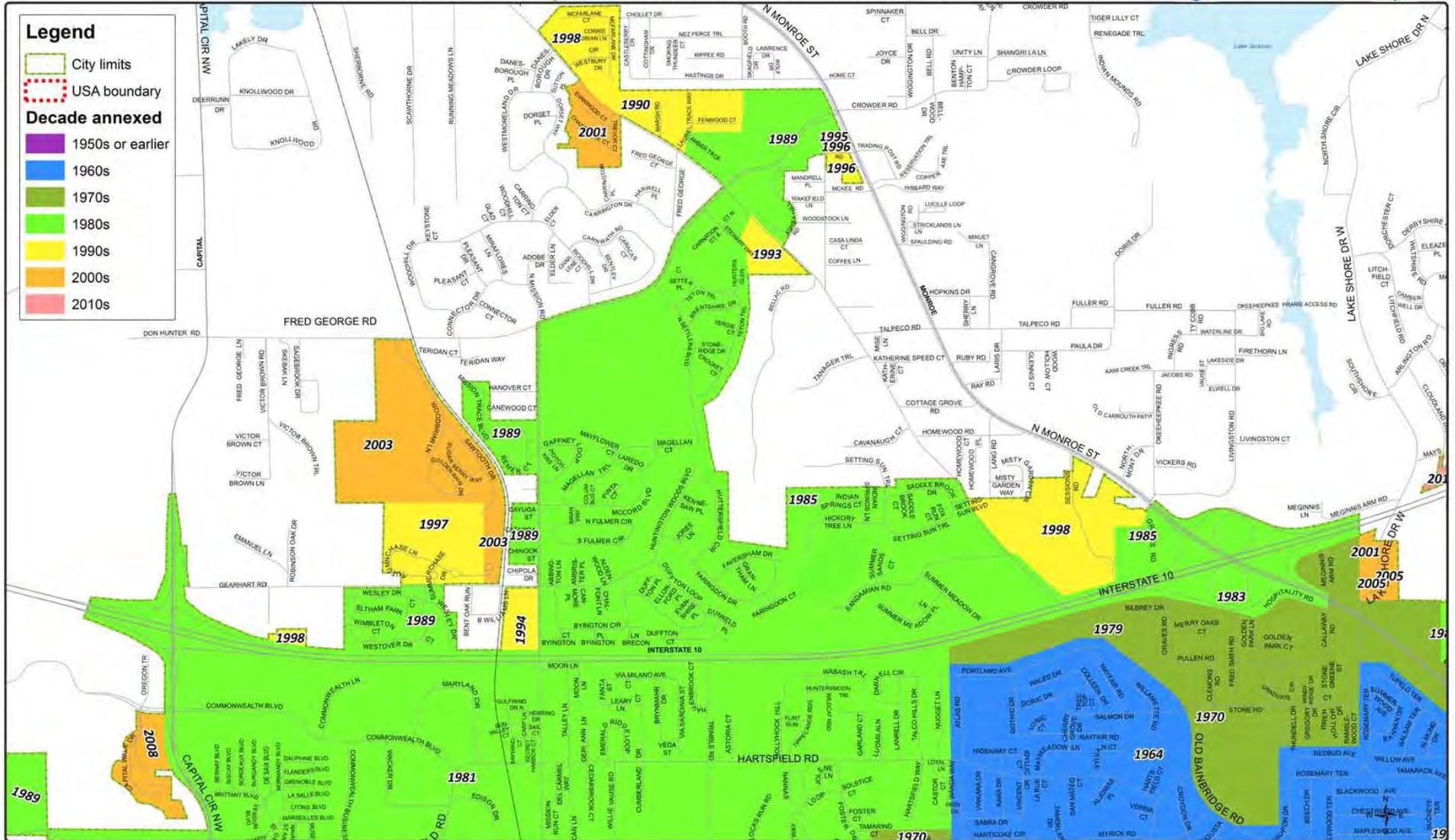
Southern Triangle







### City of Tallahassee boundaries, 2014



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #28**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #28

September 15, 2015

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

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

**Title:** Consideration of Full Board Appointments to the Development Support and Environmental Management Citizen's User Group, Educational Facilities Authority, Palmer Munroe Community Executive Committee, and CareerSource Capital Region

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/Project Team:</b>	Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: The full Board to make appointments to the Development Support and Environmental Management Citizen's User Group, each for a term of three years:
- a. a member who is engaged in providing development, planning or environmental-related consulting.
  - b. a member who is engaged as a real estate professional or represents a real estate-related organization or association.
  - c. a member who serves on a neighborhood association board or represents a neighborhood-based organization or association.
  - d. a member who is involved with land development.
  - e. a member who represents a community-based, environment-related organization.
  - f. A member who is employed by a university or local school system.
- Option #2: The full Board makes one appointment to the Educational Facilities Authority for a term of five years.
- \Option #3: The full Board reappoints Anne Vinson to the Palmer Munroe Community Executive Committee for a term of two years.
- Option #4: The full Board makes appointment to the CareerSource Capital Region for a term of three years.

## **Report and Discussion**

### **Background:**

At its August 23, 2011 meeting, the Board approved the revised process for full Board appointments to Authorities, Boards, Committees, and Councils by having a General Business item prepared.

### **Analysis:**

On September 2, 2014, the Board adopted an Enabling Resolution to reauthorize the Development Support & Environmental Management Citizen's User Group (formerly the GEM Citizens User Group) as a standing Focus Group to consider the input of the public to provide to the Board recommendations regarding issues that impact growth management as requested by the Board and staff (Attachment #1).

The existing DSEM Citizen's User Group continues to function with its current members. A roster of current members is provided as Attachment #2. These members have continued to serve on the User Group until the full Board considers member appointments to the reconstituted User Group. Staff has sought applications from current members interested in reappointment and from members of the public and universities/local schools, as well as appropriate associations according to Policy No. 03-15, "Board-appointed Committees."

### **Development Support and Environmental Management (DSEM) Citizen's User Group**

**Purpose:** The purpose of the Group is to collect stakeholder input and provide technical resources on proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance as requested by the Board and staff.

**Composition:** There are fourteen members, specifically appointed to represent a balance of community interests. Seven members are appointed by the full Board that meet certain criteria and seven at-large members appointed by each Commissioner, preferably in their respective district, who have demonstrated experience and interest in development and environmental management-related issues within Leon County. Members serve three-year terms, expiring August 31.

**Vacancies:** The eligibility criteria for the seven full Board appointments is as follows:

1. a member who is engaged in providing development, planning or environmental-related consulting services;
2. a member who is engaged as a real estate professional or represents a real estate-related organization or association;
3. a member who serves on a neighborhood association board or represents a neighborhood-based organization or association;
4. a member who is employed by the university or local school system;
5. a member who is involved with land development;
6. a member who represents a business association or organization; and,
7. a member who represents a community-based, environment-related organization.

Current members and newly interested citizens are listed in Table 1 with applications included as Attachments #3 through #10. Staff is still seeking applications for a member who represents a business association or organization

**Table 1. Development Support and Environmental Management Citizens User Group**

Category	Eligible Applicant(s)	Recommended Action
Engaged in providing development, planning or environmental-related consulting services	Amy Datz (Attachment #3) Casey Grigsby (Attachment #4) Pamela Hall (Attachment #5) Jeffrey Priddle (Attachment #6)	Full Board to make appointment.
Engaged as a real estate professional or represents a real estate-related organization or association	Richard Wolfarth * (Attachment #7)	Full Board to make appointment.
Serves on a neighborhood association board or represents a neighborhood-based organization or association	Rick Zelznak * (Attachment #8)	Full Board to make appointment.
Involved with land development	Richard Wolfarth *	Full Board to make appointment.
Represents a community-based, environment-related organization	Pamela Hall	Full Board to make appointment.
Employed by a university or local school system	Dr. Michelle Gayle (LCS) (Attachment #9) David Thayer (FSU) (Attachment #10)	Full Board to make appointment.

\* Current DSEM Citizen's User Group member interested in reappointment.

**Educational Facilities Authority (EFA)**

Purpose: The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes (Attachment #11).

Composition: There are seven members appointed by the full Board, with each member serving a term of five years. All members must be residents of Leon County. At least one must be a trustee, director, officer, or employee of an institution for higher education. Currently, Chairman Lindley, appointed by the full Board, serves as a liaison for a two-year term.

Vacancies: Mr. Randy Guemple resigned from his position as EFA Executive Director, effective June 30, 2015. EFA member Joe Weill was appointed as the new Executive Director, leaving an unexpired term to be filled on the EFA. Applications have been received from Mr. Richard Givens (Attachment #12) and Mr. Robert Meinhardt (Attachment #13).

**Table 2: Educational Facilities Authority**

Vacancy	Eligible Applicant(s)	Recommended Action
Joe Weill	Richard Givens Robert Meinhardt	Full Board to make appointment.

**Palmer Munroe Community Executive Committee**

Purpose: The Board of Directors provides strategic direction, guidance, policies, and procedures consistent with the MOU and Concept Report regarding the Teen Center (Attachment #14).

Composition: The Teen Center Board of Directors is made up of 11 members, terms ending September 30. It consists of several representatives appointed by local government organizations, including two representatives from Leon County - Anne Vinson and Commissioner Maddox.

Vacancies: The term of Ms. Anne Vinson expires September 30, 2015. Ms. Vinson is interested in reappointment and she is eligible to serve (Attachment #15).

**Table 3: Palmer Munroe Community Executive Committee**

Term Expiration	Eligible Applicant(s)	Recommended Action
Anne Vinson	Anne Vinson	Full Board to make reappointment.

**CareerSource Capital Region**

Purpose: CareerSource Capital Region provides for enhanced coordination, cooperation, collaboration, and outcomes, by and between several entities, both public and private, that are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets (Attachment #16).

Composition: There are a total of 23 members. A majority of CareerSource Capital Region shall be representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. Leon County has seven private-sector appointments.

Vacancies: Mr. George Smith resigned in June 2015 (Attachment #17). CareerSource Capital Region nominates Mr. Sean Pittman (Attachment #18), and Mr. Pittman's application is attached (Attachment #19).

**Table 4: CareerSource Capital Region**

Vacancy	Eligible Applicant	Recommended Action
George Smith ( <i>Resigned</i> )	Sean Pittman	Full Board to make appointment.

**Options:**

1. The Board makes appointments to the Development Support and Environmental Management Citizen's User Group, each for a term of three years:
  - a. a member who is engaged in providing development, planning or environmental-related consulting.
  - b. a member who is engaged as a real estate professional or represents a real estate-related organization or association.
  - c. a member who serves on a neighborhood association board or represents a neighborhood-based organization or association.
  - d. a member who is involved with land development.
  - e. a member who represents a community-based, environment-related organization.
  - f. a member employed by a university or local school system
2. The Board makes appointment to the Educational Facilities Authority for a five-year term.
3. The Board reappoints Anne Vinson to the Palmer Munroe Community Executive Committee for a term of two years.
4. The Board makes appointment to the CareerSource Capital Region for a term of three years.
5. Board direction.

**Recommendation:**

Options #1a-f, #2, #3, and #4.

**Attachments:**

1. Enabling Resolution
2. DSEM User Group Membership Roster
3. Application – Amy Datz - DSEM User Group
4. Application – Casey Grigsby - DSEM User Group
5. Application – Pamela Hall - DSEM User Group
6. Application – Jeffrey Priddle - DSEM User Group
7. Application – Richard Wolfarth - DSEM User Group
8. Application – Rick Zelnak - DSEM User Group
9. Application – Dr. Michelle Gayle (LCS) - DSEM User Group
10. Application – David Thayer (FSU) - - DSEM User Group
11. Eligibility & Criteria – Florida Statutes – Educational Facilities Authority
12. Application – Richard Givens - DSEM User Group - Educational Facilities Authority
13. Application – Robert Meinhardt - DSEM User Group - Educational Facilities Authority
14. Eligibility & Criteria - Palmer Munroe Community Executive Committee
15. Email from Anne Vinson - Palmer Munroe Community Executive Committee
16. Eligibility & Criteria – CareerSource Capital Region
17. Resignation letter from George Smith – CareerSource Capital Region
18. Nomination and Recommendation letter from Jim McShane - CareerSource Capital Region
19. Application – Sean Pittman - CareerSource Capital Region

**RESOLUTION NO. 14-37**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO REAUTHORIZE THE CREATION OF THE DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT CITIZEN'S USER GROUP AND TO PROVIDE GUIDELINES FOR ITS OPERATION AND FUNCTION AS A STANDING FOCUS GROUP OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY ESTABLISHED PURSUANT TO POLICY 03-15, BOARD-APPOINTED ADVISORY COMMITTEES.**

**WHEREAS**, the Board of County Commissioners of Leon County, Florida (the Board), recognizes and acknowledges the importance of public involvement and input in County government; and

**WHEREAS**, in order for the Board to consider the input of the public to provide to the Board recommendations regarding issues relating to current planning, development review, and environmental compliance, it wishes to reauthorize and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY**, that:

1. The Board hereby reauthorizes the advisory committee named Development Support and Environmental Management Citizen's User Group, for the purpose of collecting stakeholder input and providing technical resources on proposed ordinances that impact growth management and other issues relating to current planning, development review, and environmental compliance as requested by the Board and staff.

2. The Development Support and Environmental Management Citizen's User Group shall function and operate as a standing focus group in accordance with Board Policy No. 03-15, Board-Appointed Advisory Committees.

3. The Development Support and Environmental Management Citizen's User Group shall have as its goal to serve as a source of input regarding issues relating to current planning, development review, and environmental compliance to protect the interests of the community to which it is dedicated.

4. The Development Support and Environmental Management Citizen's User Group shall be charged with the responsibility, in response to Board direction, to develop and provide to the Board, through the Leon County Development Support and Environmental Management Department staff, input and technical guidance on growth and environmental issues considered to be of priority interest.

5. The Development Support and Environmental Management Citizen's User Group shall review and provide input and technical guidance, through the Leon County Development Support and Environmental Management Department staff, on new ordinances or amendments as they relate to the Comprehensive Plan and implementing Land Development Regulations.

6. The Development Support and Environmental Management Citizen's User Group shall have fourteen (14) members, specifically to represent a balance of community interests. The members shall be selected as follows: each County Commissioner shall select one at-large member, preferably from their district, who shall have demonstrated experience and interest in development and environmental management-related issues within Leon County. The following seven (7) members, appointed by the full Board, are to be appointed based on the following criteria:

- a) a member who is engaged in providing development, planning or environmental-related consulting services;
- b) a member who is engaged as a real estate professional or represents a real estate-related organization or association;

- c) a member who serves on a neighborhood association board or represents a neighborhood-based organization or association;
- d) a member who is employed by the university or local school system;
- e) a member who is involved with land development;
- f) a member who represents a business association or organization; and
- g) a member who represents a community-based, environment-related organization.

7. The terms of the members of the Development Support and Environmental Management Citizen's User Group shall be for three years. At-large committee appointments will be made initially for staggered one-, two-, and three-year terms. After the initial appointments, all terms will be for three years, with no member serving more than two consecutive three-year terms.

8. The members of the Development Support and Environmental Management Citizen's User Group shall not be subject to full and public disclosure of financial interests.

9. The Development Support and Environmental Management Citizen's User Group shall be assisted by staff from the Department of Development Support and Environmental Management.

10. The Development Support and Environmental Management Citizen's User Group shall be dissolved only as directed by the Board.

11. This Resolution shall become effective immediately upon its adoption.

**DONE, ADOPTED, AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, this 2nd day of September 2014.

LEON COUNTY, FLORIDA

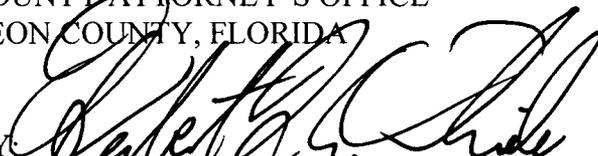


BY:   
KRISTIN DOZIER, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
& COMPTROLLER  
LEON COUNTY, FLORIDA

BY: 

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY:   
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY

**DEVELOPMENT SUPPORT AND ENVIRONMENTAL  
MANAGEMENT CITIZENS USER GROUP**

<p>Mr. Ronald Burger * 6692 Crooked Creek Road Tallahassee, FL 32311-9324 Work Phone: 245-4040 Ext. 2040 Home Phone: 893-1443 <a href="mailto:ron_burger@doh.state.fl.us">ron_burger@doh.state.fl.us</a></p>	<p>Appointed by: John Dailey, Commissioner, District III Begin Term: 06/10/2008 Type: Unlimited Original Date: 06/10/2008</p>
<p>Mr. Wade Pitt <b>[RESIGNED]</b> Inovia Group 1983 Centre Pointe Blvd, Suite 103 Tallahassee, FL 32308-7822 Work Phone: 298-4213 ext 1021 Cell 631-1434 <a href="mailto:wlp@inoviagroup.com">wlp@inoviagroup.com</a></p>	<p>Appointed by: John Dailey, Commissioner, District III Begin Term: 01/09/2007 Type: Unlimited Original Date: 01/09/2007</p>
<p>Mr. Rick Zelznak * 8794 Megans Lane Tallahassee FL 32309 894-0182 (h) 321-9205 (w) <a href="mailto:rezelznak@gmail.com">rezelznak@gmail.com</a></p>	<p>Appointed by: MaryAnn Lindley, Commissioner At-Large Begin Term: 07/07/2014 Type: Unlimited Original Date: 07/07/2014</p>
<p>Ms. April Asker * North Florida Board of Realtors, Inc. 5595 Pedrick Plantation Circle Tallahassee, FL 32317-8204 Work Phone: 980-7653 Cell Phone: 980-7653 Fax: 878-0370 <a href="mailto:diamondgroup@comcast.net">diamondgroup@comcast.net</a></p>	<p>Appointed by: Bill Proctor, Commissioner, District I Begin Term: 02/10/2004 Type: Unlimited Original Date: 02/10/2004 Notes: Realtor</p>
<p>Dr. David Jackson History &amp; Political Science Dept. Florida A &amp; M University 515 Orr Dr. 462 Tucker Hall 599-3447(w) 322-2856 (h) Tallahassee FL 32307-0001 <a href="mailto:David.jackson@famuedu">David.jackson@famuedu</a></p>	<p>Appointed by: Bill Proctor, Commissioner, District I Begin Term: 05/11/2004 Type: Unlimited Original Date: 05/11/2004</p>
<p>Mr. Clifford M. Lamb * Clifford Lamb and Associates 201 Pinewood Dr. Tallahassee, FL 32303-4837 Work Phone: 385-2800 <a href="mailto:lambc@cla-civil.com">lambc@cla-civil.com</a></p>	<p>Appointed by: Kristin Dozier, Commissioner, District V Begin Term: 03/21/2000 Type: No Expiration Original Date: 03/21/2000 Notes: Engineer/Developer</p>
<p>Mr. John Dew 6527 Chevy Way Tallahassee, FL 32317-7412 Home Phone: 656-1393 Work Phone: 386-2223 Cell Phone: 508-6115 <a href="mailto:johndew@flccoc.org">johndew@flccoc.org</a></p>	<p>Appointed by: Kristin Dozier, Commissioner, District V Begin Term: 04/13/2004 Type: Unlimited Original Date: 04/13/2004</p>

<p>Rick Kearney Mainline Information Systems 1700 Summit Lake Drive Tallahassee, FL 32317-7942 Work Phone: 219-8216 <a href="mailto:rick.kearney@mainline.com">rick.kearney@mainline.com</a> <a href="mailto:claude.walker@summitgroup.biz">claude.walker@summitgroup.biz</a> Mr. Walker is the proxy</p>	<p>Appointed by: Bryan Desloge, Commissioner, District IV Begin Term: 05/24/2005 Type: Unlimited Original Date: 05/24/2005</p>
<p>Mr. Stephen Fredrickson * 1280 Redfield Road Tallahassee, FL 32317-7203 Work Phone: 413-4144 Home Phone: 878-3665 <a href="mailto:nolescf@hotmail.com">nolescf@hotmail.com</a></p>	<p>Appointed by: Nick Maddox, Commissioner At-Large II Begin Term: 02/15/1999 Type: Unlimited Original Date: 07/15/1997 Notes: Neighborhood Representative</p>
<p>Mr. Brian Hayden 5953 Ox Bottom Manor Drive Tallahassee FL 32312 Work Phone 222-6550X Cell Phone – (850) 766-7960 <a href="mailto:bhayden@rumberger.com">bhayden@rumberger.com</a></p>	<p>Appointed by: Jane G. Sauls, Commissioner, District II Begin Term: 03/05/2013 Type: Unlimited Original Date: 03/05/2013</p>
<p>Mr. John Gorham Environmental Support Services 1003 Piedmont Dr. Tallahassee, FL 32312-2432 Work Phone: 386-8085 not a valid phone number 10/03/2012</p>	<p>Appointed by: Jane G. Sauls, Commissioner, District II Begin Term: 05/23/2000 Type: Unlimited Original Date: 05/23/2000 Notes: Environmental Representative</p>
<p>Mr. Bob Campbell * 7403 Ox Bow Circle Tallahassee, FL 32312-7549 Home Phone: 893-2707 <a href="mailto:Bob1402wsl@aol.com">Bob1402wsl@aol.com</a></p>	<p>Appointed by: Mary Ann Lindley, Commissioner At-Large I Begin Term: 02/16/1999 Type: Unlimited Original Date: 07/15/1999 Notes: Developer</p>
<p>Mr. Jack Buford <b>[RESIGNED]</b> 7355 Heartland Circle Tallahassee, FL 32312-7502 Phone: 385-6363 <a href="mailto:jbuford@tlhland.com">jbuford@tlhland.com</a></p>	<p>Appointed by: Bryan Desloge, Commissioner District IV Begin Term: 07/27/2004 Type: Unlimited Original Date: 07/27/2004 Notes: Developer/Chamber Representative</p>
<p>Mr. Rick Wolfarth * 7500 Skipper Lane Tallahassee, FL 32317-9534 Cell Phone: 509-4909 <a href="mailto:rwolfarth@comcast.net">rwolfarth@comcast.net</a></p>	<p>Appointed by: Nick Maddox, Commissioner At-Large II Begin Term: 02/16/1999 Type: Unlimited Original date: 07/15/1997 Notes: Commercial Realtor</p>

\*Current members in good standing.

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Amy Datz

Date: 13-Nov-2014

Home Phone:

Work Phone:

Email: amaliedatz@mac.com

Occupation: RETIRED ENVIRONMENTAL SCII

Employer: RETIRED

Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE

FL

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes

Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes

For how many years have you lived in and/or owned property in Leon County? 27.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Development Support &amp; Environmental Manag2nd Choice: Science Advisory Committee

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

I AM INTERESTED IN ENVIRONMENTAL ISSUES AND TRANSPORTATION DEVELOPMENT.

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 4 or more

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day

**(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: Caucasian

Sex: Female

Age: 62

Disabled? No

District: District 5

**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.**

RESUME ATTACHED CELL PHONE IS LISTED AS WORK PHONE

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

Name: KRISTEN DOZIER  
Address: LEON CO COMMISSION

Telephone: 850 606 5365

Name: NANCY MILLER  
Address: CITY HALL

Telephone: NANCY MILLER

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Amy Datz

This application was electronically sent: 11/13/2014 9:11:04AM

AMY W. DATZ  
Retired Environmental Scientist and Planner  
1130 Crestview Ave.  
TALLAHASSEE, FLORIDA 32303  
(850) 322-7599  
E-Mail: amaliedatz@mac.com

PERSONAL DATA: Age 62, Health Excellent, Married, 2 Children

Over thirty one years of State Career Service

#### EDUCATION

9/74-3/78 FLORIDA INSTITUTE OF TECHNOLOGY - B.S. Environmental Science

#### FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION OFFICE TRANSIT PLANNING SECTION

1/90 to 3/99 State Air Quality Program Manager: Program manager for the Air Quality Section of the Environmental Management Office. Worked in many different areas of the NEPA process. Final assignment was the development of a White Paper on how the NEPA process is addressed by all Federal agencies and how those agency requirements impact multimodal projects and their ultimate acceptance. This was the precursor to the streamlining of the NEPA process for all the modes. Aspects of the NEPA process through revisions to the Project Development and Environment Manual that worked with: Class of Action Determination, Type 2 Categorical Exclusions, Public Involvement, Air Quality and the Listing of Agencies, Organizations and Persons to who Copies of the Statement are Sent. This job required coordination with many agencies and modes to develop strategies that would enhance and expedite the NEPA process.

3/99 to 8/12, Transit Planning/Design Program Manager: Project Development and Environment Manual, Jacksonville Transportation Authority Guidelines for Bus Stop Access within Construction Zones and other local agency planning and design guidance, State Park and Ride Guide, Accessing Transit (design guidance for transit) Plans Preparation Manual and the Florida Greenbook along with other technical manuals under the department's authority to review and suggest revisions to assure consideration of transit in the design process. This requires coordination with and an understanding of geometrics and design techniques for all modes. Federal Register Review to alert the Transit Office to federal issues as they arise. Developing and teaching the transit element of the Site Impact Analysis and Growth Management course for the department. Working with the Design office in the development of courses for their workshops. Working with other modes in the department to assure transit coordination and cooperation on legislative, engineering, safety and environmental issues.  
12/13 to present Chair Democratic Environmental Caucus of Leon County and on Statewide board. Chair of Environmental Caucus of Florida. Board of the Tallahassee Scientific Society. Member of the The Big Bend Environmental Forum.

Transportation Research Board (TRB)

Air Quality Committee - Member March 1999 to January 2002

National Cooperative Highway Research Program (NCHRP)

Project 25-15 Short-Term Monitoring for Compliance with Air Quality Standards - The focus of this study is to develop a short term monitoring procedure that can be used to predict the likelihood of carbon monoxide (CO) exceedances at a project location.

Transit Cooperative Research Program (TCRP):

D-09 Transit Vehicles and Facilities on Streets and Highways (Phase 2) 2007 This transit oriented guide is comparable to the AASHTO Greenbook for highways.

Synthesis 84 Current Practices in Greenhouse Gas Emissions Savings from Transit 2010 Transit's role in the reduction of GHG emission. An analysis of the many different approaches transit agencies across the states are employing to reduce GHG emissions, both through mode shift from single occupancy vehicles to operational strategies.

H-41 Assessing and Comparing Environmental Performance of Major Transit Investments 2012 The information in this guide was used in the development of the environmental criteria for New and Small Starts funding selection by FTA.

National Center for Transit Research (NCTR) projects

Center for Urban Transportation Research (CUTR), University of South Florida –

CUTR Enabling Cost-Effective Multimodal Trip Planners through Open Transit Data The development of multimodal trip planning by using open-source software called Open Street Map. This is similar to how Wikipedia works allowing users to input information into a mapping

program.

CUTR - Environmental Justice and Community Impact Assessment for Transit Agencies - The objective of this research is to provide information and materials on issues and resources related to environmental justice, Title VI, and social equity using community impact assessment techniques. A goal of this project is to supply transit providers with tools to assess the impact of transportation actions and to work with communities to avoid, mitigate or minimize these impacts and to develop transportation strategies that enhance communities.

CUTR – Incorporating Transit and Other Multimodal Strategies into the FDOT Development of Regional Impact (DRI) Review Process. The DRI process is a review in which regional planning councils, the State and other agencies have an opportunity to provide recommendations to local governments for multiple agencies to communicate and address impact that cross jurisdictional boundaries.

CUTR – Transit Assisted Device (TAD) Development and Deployment. This device was developed to assist the elderly, tourists, physically and cognitively impaired to use public transportation. This device just received its patent.

CUTR - Neighborhood Intermodal Transfer Facilities - The objective of this research is to examine existing small scale transfer facilities, focusing on the interaction of transportation modes (e.g. bicycle, pedestrian, bus, park and ride). A review of this research will lead to the determination regarding minimum characteristics required for establishing intermodal transfer facilities in neighborhoods, and the feasibility and implementation of such facilities.

CUTR - Land Developer Participation in Providing or Bus Transit Facilities/Operations - The objective of this research is to synthesize the range of ways in which bus transit facilities and operation costs can be provided through land developer participation as a condition of approval to build. The final product would serve as a resource for local and state governments and transit agencies

Florida State University –

Improvement of Transit Involvement in Land Use and Development Issues - The strategy behind this project is to incorporate transit supportive strategies and standards in state and local plans, and proactively promote implementation of these standards. A second goal of this research is to provide a methodology to strengthen the ability of transit agencies to effectively review and influence the transit accessibility of proposed developments.

Conserve By Transit - Development of a GHG Modeling Tool for Public Transit Emissions Impact Assessment in Florida - Development of a modeling tool that will accurately assess emissions tradeoffs between proposed transit strategies. This included mode shift to transit analysis. The second phase of this project involved the development of inventories for all of the transit agencies in Florida. This project was coordinated with the Conserve by Bike project in the FDOT Safety Office to give a multimodal picture of emissions savings.

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

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To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Casey Grigsby

Date: 05-May-2015

Home Phone:

Work Phone:

Email: grigsbyce@cdsmith.com

Occupation: Transportation Planner

Employer: CDM Smith

Preferred mailing location: Home Address

Work Address: 3522 THOMASVILLE ROAD SUITE 300

City/State/Zip: TALLAHASSEE FL 32309

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 10.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Development Support & Environmental Manag 2nd Choice: Planning Commission

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days per month would you be willing to commit for Committee work? 2 to 3

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day, Night

**(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: Caucasian

Sex: Female

Age: 28

Disabled? No

District: District 4

**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.**

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

Page 2 of 5

Name: ZACHARY TEDERS

Telephone: 3522194127

Address: 3522 THOMASVILLE ROAD TALLAHASSEE, FL

Name:

Telephone:

Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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Have you completed the Orientation?  Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes

If yes, please explain. CDM Smith is an international engineering firm. I do not work on Leon County contracts; however, it is possible that my company has a contract with the county for planning services.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Casey Grigsby

This application was electronically sent: 5/5/2015 2:34:31PM

## Casey Erin Grigsby (McKinney)

352-210-0121  
Tallahassee, FL  
caseyerinmckinney@yahoo.com

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### Professional Experience

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#### CDM Smith

##### Transportation Planner

*September 2012-Present*

- Embedded transportation consultant in the Florida Department of Transportation within the Systems Planning, Office of Policy Planning, and the Office of Freight and Logistics Planning.
- Manage the mapping, graphics and production of 160 personalized legislative briefing brochures for the Florida House of Representatives, Florida Senate, as well as 29 Florida Congressional briefings.
- Fiscal assessment and allocation of \$9 million for the Florida Small County Outreach Program. Present on SIS facilities, freight & logistics, LBD documents and programming tools to technical audience of engineers, planners, FDOT staff, and elected officials.
- Lead contact for: new contracts/ scope of works between FDOT and the FSU Department of Urban and Regional Planning; public affairs; government relations documents; international trade brochures; client relations.
- Manage all policy and legislative tracking for the FDOT Policy Planning and Systems Planning department. Provide daily and weekly briefings of active legislation to staff.
- Prepare, organize and execute all logistics for the Strategic Intermodal Systems meetings/conferences throughout the state. Responsibilities included statewide coordination, event planning, facility management, hotel accommodations, IT support, solidifying speakers, presentations, tours and public-private partnerships.

#### The Florida State University Foundation

##### Executive Assistant-Office of the Vice President

*August 2010- September 2012*

- Promoted from the Office Administrator of Accounting to establish the Office of the Vice President after one year of service. Manage front desk staff of seven and registration for charitable solicitation in all 50 states.
- Established the FSU Real Estate Foundation a separate 501 (c) 3 to house the University's Real Estate gifts and donations. Directed and managed the sale of two foreign real estate holdings and one gift-in-kind resale.
- Day-to-day and long range assistance in all aspects of governmental relations, policy interpretation, regulatory laws, compliance and Board of Trustees organization. Track and manage all legislative reporting related to non-profits, gift matching, UPMIFA, and the State University System (SUS).
- Serve as liaison to five FSU Direct Support Organizations, Foundation personnel, Board of Trustees, donors and constituents. Assist in the preparation and execution of Board of Trustee meetings and events.

## Casey Erin Grigsby (McKinney)

### Capital Region Transportation Planning Agency

#### Contract Planner

*May 2010-August 2010*

- Collaborate with a team of eight to develop a comprehensive action plan for the North Monroe Street Corridor in Tallahassee, FL to increase pedestrian activity, economic growth for small business, and improve aesthetic brand of the area.
- Organize and executed two public input sessions to assess concerns and suggestions of stakeholders. Developed Fiscal Impact Assessment to provide an economic base analysis for the project.
- Identify and assess existing conditions for landscaping, pedestrian amenities, ADA compliance, and transportation disparities along the corridor. Ensure state, local, and federal regulatory compliance.
- Develop and edit visualization components of the corridor study - including GIS maps, photos, charts, graphs, and renderings of proposed implementations.

### Florida House of Representatives

#### District Secretary for Representative Hugh Gibson

*January 2008- May 2010*

- Public policy liaison for constituents on available governmental services and acquiring needed aid (i.e. Medicare, Medicaid, V.A. Benefits, etc.) Serve as a liaison between citizens and state agencies.
- Maintain and balance intra-district accounts and financial records, file quarterly financial report with the Florida State Legislature, and execute the final closure of the district office upon retirement of Representative Gibson.

#### OPS Executive Secretary in House Administration

- Record and process all appearances records in council and committee meetings to The Florida Channel.
- Establish setup, breakdown, and organizational procedure in legislative committee & council meetings. Plan and execute daily legislative luncheons for 120 people.

### Dept. of Community Affairs. SFL Ecosystem Restoration Taskforce

#### Environmental Analyst Intern

*August 2009-February 2010*

- Analyzed local government's regulations located within the Comprehensive Everglades Restoration Plan
- Review technical reports, interpret Federal, State, and County Future Land Uses and policies surrounding four identified CERP projects to identify potential environmental impacts and conflicts.
- Design and construct updated GIS data and graphics related to environmental hazards, project footprints, and associated project data. Develop a recommendation for corrective action; supply South Florida Ecosystem Restoration Task Force and Department of Community Affairs with accompanying comprehensive report, presentation, and graphics.

## Casey Erin Grigsby (McKinney)

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### Additional Accomplishments

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- Published Works:
  - McKinney, C. (2013). Florida Institute of Transportation Engineers; Volume 54, No 1. *Telling the Florida Freight Story*.  
[http://www.floridasectionite.org/FLITE/FLITE\\_SPRING2013\\_WEB.pdf](http://www.floridasectionite.org/FLITE/FLITE_SPRING2013_WEB.pdf)
  - Cruz, A., Diagne, S., Fernandez, E., McKinney, C., Monroe, A, et.al. (2010). *North Monroe Street Design & Safety Study*. Retrieved from Capital Region Transportation Planning Agency. <http://www.crtpa.org/files/40606751.pdf>
- Awards
  - CDM Smith-Standing Ovation September 2014
  - FDOT Team of the Year 2014: Florida Automated Vehicles 2014
  - CDM Smith- Values in Action for exemplary work on the Florida Automated Vehicles Initiative 2013-2014
  - CDM Smith- Values in Action to the Systems Planning Team May 2013
  - FDOT Systems Planning Team of the Quarter- County and Freight Logistics Overview Project February 2013
  - FDOT Systems Planning- Excellence in Teamwork 2013
- Leadership Tallahassee- Class 31; Chair of LT 2.0 Personal Safety Day
- Big Brothers Big Sisters Mentor- Godby High School
- Urban Land Institute- chosen for the state of Florida Mentor/Mentee Program
- Knight Creative Communities Institute Catalyst Member Lake ELLAvate
- Tallahassee Phi Mu Alumnae Chapter 2007- Present; Former President (2008-2010); Secretary

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### Skills

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- Adept at managing multiple responsibilities simultaneously with an eye for detail. Excellent interpersonal, communication and managerial skills, cooperative, patient, supportive, and loyal team player; enthusiastic attitude motivates increased productivity in others.
- Ability to achieve immediate and long-term goals to meet operational deadlines; strong on follow-up; able to plan ahead with an eye for potential challenges. Excels at conversing with high level donors, constituents, clients, and elected officials.
- People sensitive, while excelling at dealing with difficult personalities, situation, and providing confidentiality.
- Proficient in Windows, Adobe Pro, OMNI, Financial Edge, Raisers Edge, Arc GIS, SPSS, Internet, Lobbytools, Leagis, and Microsoft Suite

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### Education

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MSP, Urban & Regional Planning Concentration in Environmental & Natural Resource Management

Florida State University, Tallahassee, FL: December 2010

B.A. International Affairs with Concentration in Urban Planning and Development

Florida State University, Tallahassee, FL: December 2007

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Pamela Hall

Date: 13-Aug-2014

Home Phone:

Work Phone:

Email: phall@curg.org

Occupation: ECOLOGIST, ANALYST, CONSUL

Employer: SELF EMPLOYED

Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE

FL

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 19.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes

If yes, on what Committee(s) are you a member? WATER RESOURCE COMMITTEE (2007-2014)

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Development Support &amp; Environmental Manag2nd Choice:

What cultural arts organization do you represent, if any?

NONE

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 1

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day

**(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: Caucasian

Sex: Female

Age: 57

Disabled? No

District: District 4

**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.**

I HAVE SERVED ON A NUMBER OF STANDING COMMITTEES, FOCUS GROUPS AND AD HOC COLLECTIONS OF FOLKS INTERESTED IN A THE QUALITY OF LIFE IN LEON COUNTY. MY SPECIFIC AREAS OF INTEREST INCLUDE LAND USE, TRANSPORTATION, ECOSYSTEM FUNCTION AND PRESERVATION, ENVIRONMENTAL MANAGEMENT AND COMPREHENSIVE PLANNING. I HAVE PROBABLY SPENT, ON AVERAGE, 10 HOURS A WEEK ON CIVIC ISSUES IN LEON COUNTY AND COT FOR THE PAST 19 YEARS INCLUDING PERIODS OF MUCH GREATER TIME COMMITMENT.

MY RESUME IS ATTACHED.

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

Name: KATHY ARCHIBALD Telephone: 850-893-8884  
Address: 7100 ROBERTS ROAD, TALLAHASSEE 32309

Name: TOM BALLENTINE Telephone: 850-877-1418  
Address: 1920 CHOWKEEBIN NENE, TALLAHASSEE 23201

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Pamela Hall

This application was electronically sent: 8/13/2014 1:22:32PM

## PAMELA HALL

Tallahassee, FL 32309 USA  
phone: (850) 445-6007  
email: phall@curg.org  
August 2014

### EDUCATION, EXPERIENCES AND SKILL SET

- Ph.D. Biology, Boston University
- BS Biology, BS Humanities, Massachusetts Institute of Technology
- 20 years of research experience including field work and analysis
- 10 years of teaching experience in applied statistics at universities and international workshops
- 8 years as owner and Board Member of a consulting firm with specialization in design, data collection and analysis
- 15+ years of civic activity including participation in standing and ad hoc citizens committees

### COMMUNITY and CIVIC ACTIVITY

**Sustainable Tallahassee:** Elected member of the Board 2012. Served as Secretary 2012 and 2013. This organization advocates for sustainable living by fully integrating the three “legs” of sustainability: ecosystem functional preservation, government, private and personal responsible fiscal systems and social justice. My focus has been on protecting water resources, and integration of land use and mobility

**Citizens Advisory Committee to Capital Region Transportation Planning Agency:** Appointed member by Board of Leon County Commissioners to the advisory committee in June, 2007. Elected Chair, 2008. The committee’s purpose is to provide comment regarding transportation planning proposals including addressing the transportation needs of various segments of the community’s population. The committee meets every two months and reports to the CRTPA.

**Water Resources Committee:** Appointed by Board of Leon County Commissioners to this advisory committee from 2007 to 2014. The committee’s purpose is to address water resource preservation, conservation and use in Leon County, Florida. We participate in the writing, review and monitoring of land planning policies,

development regulations, and lake protection plans throughout Leon County. The committee meets once a month and reports directly to the County Commissioners.

**Growth and Environmental Management Permit Process Improvement Focus**

**Group:** Appointed by Board of Leon County Commissioners in June 2005. Focus Group was charged with reviewing regulations pertaining to the development review process and with recommending changes that would decrease the time of review while retaining community environmental standards. Committee met twice a month for seven months and its recommendations were adopted by the Commission in 2008.

**Centerville Rural Community Association:** President from 1999-2001, Vice President 2002 and 2004. Continue to serves on the Steering Committee. CeRCA is a neighborhood association located in Leon County, Florida, USA. The purpose of this association is to preserve rural areas through quality growth management and planning and to protect environmental and water quality with scientifically valid storm water management and conservation practices. During my tenure this association was successful in getting the County government to adopt a sector plan that accomplishes both preservation of rural character and ecosystem functions and allows for future growth. I have provided expertise on storm water management modeling, lake ecology, conservation biology and the impact of urban planning policies and regulations.

**Residential Land Availability and Affordability Committee:** Committee member and Analyst, 2003-2004. Committee of developers, realtors, members of the Tallahassee Chamber of Commerce and other concerned citizens to investigate the potential residential capacity and availability of affordable housing in Leon County. I served on the committee and provided the quantitative analysis of the land use patterns and estimates of residential development capacities for presentation to the local Planning Commission and government.

Report available at: <http://www.curg.org/resources/index.html#landuse>

**Evaluation and Appraisal Report :** Consultant to Tallahassee Leon County Planning Department 2007. I assisted and advised on the analysis of population accommodation for the review of the local Comprehensive Plan as required by state law. The Comprehensive Plan is the objectives and policy for land planning, transportation, infrastructure, and growth management. Received a commendation from the Board of County Commissioners in recognition.

## **PROFESSIONAL EXPERIENCE**

For over 20 years, I have been developing sampling systems, instruments and metrics for quantitative and qualitative analysis. In recent years, I have been able to transfer the scientific approach and skill sets earned during my doctorate and subsequent

years of academic research to other fields such as land use, wastewater management and environmental impact. I now possess a thorough knowledge of applied statistics including parametric and nonparametric analyses, analysis of categorical variables, many forms of randomization and other ad hoc null model analyses. I also have experience with a variety of statistical analysis software and programming environments. I currently have thirty-two publications in peer reviewed journals or book chapters.

2007-present     *CONSULTANT/ANALYST*  
Principle in consulting firm, EarthSTEPS ([www.earthsteps.org](http://www.earthsteps.org)).  
**Specializing in analysis** of environmental resource use, impact and management including water resources and land use.

**Project Manager and Analyst** : Statewide Inventory of Onsite Sewage Treatment and Disposal Systems in Florida. Florida Department of Health, ITN DOH 08-024. December 2008 to June 2009.

2005-present     *CONSULTANT/ANALYST*  
Provide collaboration for **statistical analysis and corresponding software development** in investigations of ecology, population biology and demography of plant communities and species. Current collaboration: Dr. Peter Ashton, Professor Emeritus Harvard University, topic: Differentiation of tropical trees life histories in Southeast Asian forests.

2002-2005        *INSTRUCTOR*  
Center for Tropical Forest Science, **International Analytical Workshops**, Smithsonian Tropical Research Institute, Panama

## **PAST ACADEMIC AND RESEARCH POSITIONS**

2005-2007        *RESEARCH ASSOCIATE*  
**Developer of statistical software package for the analysis** of long term tropical plant demographics. Center for Tropical Forestry Science, Smithsonian Tropical Research Institute, Panama

1994-2008        *ADJUNCT ASSISTANT PROFESSOR*  
Department of Biology, Florida State University, Tallahassee, FL, USA.

- 1996-2000      *RESEARCH ASSISTANT PROFESSOR*  
Centre for Tropical Biodiversity, University of Aarhus, Aarhus, Denmark. Topic: Distribution, abundance and associations of palm species in the Amazon region of Ecuador.
- 1994-1996      *DANVIS VISITING ASSISTANT PROFESSOR*  
Department of Systematic Botany, Institute of Biological Sciences, University of Aarhus, Aarhus, Denmark.
- 1993-1994      *RESEARCH ASSOCIATE*  
Harvard Institute for International Development and The Center for Tropical Forestry Science, Cambridge, MA USA. Topic: Development of a felling cycle model for evaluation of economic viability of natural tropical forest management using large demographic datasets.
- 1990-1993      *RESEARCH ASSOCIATE*  
University of Massachusetts, Boston, MA USA. National Science Foundation Grant Title: Genetic Variation, Effective Population Size, Mating Systems and Gene Flow in Tropical Rain Forest Trees.

## **TEACHING EXPERIENCE**

Applied Statistics and Quantitative Plant Community Ecology. Six years of graduate level courses. University of Aarhus, Institute of Biological Sciences, Aarhus, Denmark.

Basics of experimental design and analysis. Master's level course. Católica University, Quito, Ecuador.

European Summer School, Botanical Diversity of Tropical Forests, Aarhus University, Institute of Biological Sciences, Aarhus, Denmark.

Ecology, upper division undergraduate level. Boston University, Boston, USA.

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

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To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Jeffrey Priddle		Date: 17-Feb-2015
Home Phone:	Work Phone:	Email: ercfla@live.com
Occupation: Geologist	Employer: retired	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE	FL	
Home Address		
City/State/Zip: TALLAHASSEE		
Do you live in Leon County? Yes	If yes, do you live within the City limits? Yes	
Do you own property in Leon County? No	If yes, is it located within the City limits? No	
For how many years have you lived in and/or owned property in Leon County? 22.00years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Water Resources Committee		2nd Choice: Development Support & Environmental Manager
What cultural arts organization do you represent, if any?		
none		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
water conservation, storage, re-use, and recharge issues.		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days per month would you be willing to commit for Committee work? 2 to 3		
And for how many months would you be willing to commit that amount of time? 6 or more		
What time of day would be best for you to attend Committee meetings? Day		
<b>(OPTIONAL)</b> 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: Caucasian	Sex: Male	Age:
Disabled? No	District: District 4	

**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.**

Florida Professional Geologist 1995 to present  
Florida Dept. of Environmental Protection 1992 through 2013  
Division of Waste Management

Water and related climate issues touch all citizens and most visitors to Leon County. Leon County should coordinate environmental grant proposals and develop eco-tourism strategies with other private and public partners.

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

Name: JIM WATSON  
Address: TALLAHASSEE

Telephone: 850-545-6942

Name: ED CANUP  
Address: TALLAHASSEE

Telephone: 850-933-6234

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Jeffrey Priddle 02/17/15

This application was electronically sent: 2/17/2015 3:54:52PM

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT CITIZENS USER GROUP

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Richard Wolfarth		Date: 12/16/2014
Home Phone:	Work Phone:	Email: rwolfarth@comcast.net
Occupation: Real Estate Broker		Employer: CommercialOne Real Estate, LLC
<p><b>Please check box for preferred mailing address.</b></p> <p>Work Address: City/State/Zip:</p>		
<p><input checked="" type="checkbox"/> Home Address: <i>(Required to determine County residency)</i> City/State/Zip:</p>		
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes    No    If yes, do you live within the City limits?    Yes    No Do you own property in Leon County? <input checked="" type="checkbox"/> Yes    No    If yes, is it located within the City limits?    Yes    No For how many years have you lived in and/or owned property in Leon County? 32 years</p>		
<p>Are you currently serving on a County Advisory Committee? <input checked="" type="checkbox"/> Yes    No If yes, on what Committee(s) are you a member? DSEM User Group</p>		
<p>Have you served on any previous Leon County Committees?    Yes    <input checked="" type="checkbox"/> No If yes, on what Committee(s) have you served? _____</p>		
<p><b>Please indicate your area of expertise and/or experience in one of the following areas of eligibility:</b></p> <p>Development, planning, or environmental-related consulting services</p> <p><input checked="" type="checkbox"/> Real estate professional or represents a real estate-related organization or association</p> <p>Serves on a neighborhood association board or represents a neighborhood-based organization or association</p> <p>Employed by a local university or local school system</p> <p>Involved with land development</p> <p>Represents a business association or organization</p> <p>Represents a community-based, environment-related organization</p> <p>Citizen at-large</p>		
<p><b>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</b></p> <p>Race:    Caucasian    African American    Hispanic    Asian    Other</p> <p>Sex:    Male    Female    Age: _____    Disabled?    Yes    No</p> <p>District 1    District 2    District 3    District 4    District 5</p>		

*“People Focused, Performance Driven.”*

In the space below, briefly describe or list the following: any previous experience on other Committees, your educational background, skills and experience you could contribute to a Committee, any professional licenses and/or designations (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 available.

I have been a licensed real estate broker for 30 years here in Tallahassee. In that time I have personally bought, sold, leased and build-to-suit many times.

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

Name: J. P. Brown Telephone: 850 681-6332

Address: 346 Office Plaza Drive, Tallahassee, FL 32301

Name: Dr. Mike Francis Telephone: 850 694-0318

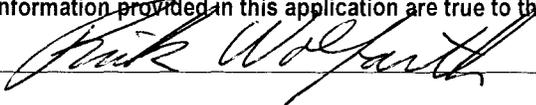
Address: 1904 Nanticoke Circle, Tallahassee, FL 32303

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

- Have you completed the orientation? Yes  No
- Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes  No
- Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes  No  If yes, from whom? \_\_\_\_\_
- Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes  No
- Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes  No  If yes, please explain. \_\_\_\_\_
- Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes  No  If yes, please explain. \_\_\_\_\_
- Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes  No  If yes, please explain. \_\_\_\_\_

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

Signature: 

Please return application by mail to: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301

Or by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)  
Or by fax: 850-606-5301  
Or complete online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Rick Zelznak

Date: 28-Jun-2014

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email: rzelznak@gmail.com

Occupation: MANAGEMENT CONSULTANT

Employer: NORTH HIGHLAND

Preferred mailing location: Home Address

Work Address:

City/State/Zip: \_\_\_\_\_

Home Address \_\_\_\_\_

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes \_\_\_\_\_ If yes, do you live within the City limits? No \_\_\_\_\_

Do you own property in Leon County? Yes \_\_\_\_\_ If yes, is it located within the City limits? No \_\_\_\_\_

For how many years have you lived in and/or owned property in Leon County? 12.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Development Support &amp; Environmental Manag2nd Choice:

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 4 or more

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Night

**(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: Caucasian

Sex: Male

Age: 45

Disabled? No

District: District 4

**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.**

OVER MY MORE THAN TWENTY YEARS WORKING DIRECTLY FOR STATE GOVERNMENT OR PROVIDING MANAGEMENT CONSULTING SERVICES TO GOVERNMENT, I'VE GAINED SIGNIFICANT COMMITTEE EXPERIENCE. THIS INCLUDES HAVING CHAIRED THE INFORMATION TECHNOLOGY ADVISORY COMMITTEE FOR THE STATE OF ARIZONA, TESTIFYING BEFORE THE LEGISLATURE AND FACILITATING STAKEHOLDER MEETINGS ACROSS A BROAD RANGE OF SUBJECT AREAS. I HAVE A MASTER IN BUSINESS ADMINISTRATION FROM FLORIDA STATE UNIVERSITY AND CURRENTLY LEAD THE NATIONAL HEALTH AND HUMAN SERVICES PUBLIC SECTOR PRACTICE FOR NORTH HIGHLAND, A TALLAHASSEE MANAGEMENT CONSULTING FIRM.

RECENTLY, MY COMMUNITY INVOLVEMENT INCLUDES ESTABLISHING THE GOVERNANCE STRUCTURE FOR KEEP IT RURAL, INC., SETTING THE STRATEGY FOR ENGAGING ON ISSUES RELEVANT TO ITS MEMBERSHIP AND SUPPORTING FUNDRAISING EFFORTS. SIMILARLY, I SUPPORTED THE FRIENDS OF WACISSA, A NOT FOR PROFIT ORGANIZATION FOCUSED ON ENVIRONMENTAL ISSUES. I'M INVOLVED WITH CAPITAL CITY CYCLIST AND THE TALLAHASSEE MOUNTAIN BIKE ASSOCIATION.

IN THAT CONTEXT, I'M INTERESTED IN SERVING AS A REPRESENTATIVE ON THE DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT CITIZENS (DSEM) USER GROUP. I LIVE IN RURAL LEON COUNTY AND HAVE AN APPRECIATION FOR THE BEAUTY AND RECREATIONAL VALUE OF THIS UNIQUE PART OF OUR COUNTY. I ALSO REALIZE THAT DEVELOPMENT WILL HAPPEN AND AM A STRONG SUPPORTER OF SMART GROWTH THAT TAKES INTO ACCOUNT THE NEEDS OF ALL STAKEHOLDERS. THANK YOU FOR YOUR CONSIDERATION OF MY APPLICATION FOR A POSITION ON THE DSEM CITIZENS USER GROUP.

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

Name: JANE JOHNSON Telephone: 850-228-4061  
Address: 7184 OX BOW CIRCLE, TALLAHASSEE

Name: Telephone:  
Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Rick Zelznak

This application was electronically sent: 6/28/2014 7:35:56PM

**RICHARD C. ZELZNAK**

8794 Megans Lane

Tallahassee, FL 32309

rzelznak@gmail.com

850-321-9250

**EXPERIENCE:**August 2010 –  
Present**PRINCIPAL, PUBLIC SECTOR**

NORTH HIGHLAND

*Tallahassee, Florida*

Responsible for leading North Highland's national Health and Human Service Public Sector practice area including business development and project operations. Provide management consulting services to clients by providing specific expertise in health and human service management, policy analysis, project management, health information technology, public finance and information technology management and oversight. Currently leading a project management office responsible for implementing a \$40 million system implementation with the Florida Department of Children of Families.

March 2002 –  
July 2010**SENIOR VICE PRESIDENT, HEALTH SERVICES CONSULTING**

MAXIMUS CONSULTING SERVICES, INC.

*Tallahassee, Florida*

Responsible for business development and management of health services consulting projects including health information technology initiatives. Most recently assisted the Commonwealth of Puerto Rico in obtaining an \$8 million grant from the Federal Government for the development and implementation of a health information exchange. Served as project director for a \$55 million system integration project with the largest school district in the nation. Led the project management office in the establishment of project management and system development processes, managed client relationships, established business partnerships and negotiated and managed multiple subcontractors. Responsible for legal compliance as well as financial, quality and risk management on the project. Led our national school-based Medicaid claiming practice which included the development and implementation of health care claiming systems. Responsible for the successful award and operation of 16 state and local government contracts worth \$8.0 million in annual revenue. Participated on the negotiating team for a contract valued at more than \$55 million. Initially hired as a consultant, promoted to Vice President, then Senior Vice President. Received the CEO Employee of the Year award for 2003.

April 2001 –  
February 2002**STATE CHIEF INFORMATION OFFICER/DIRECTOR**

STATE OF ARIZONA, GOVERNMENT INFORMATION TECHNOLOGY AGENCY

*Phoenix, Arizona*

Led the state to a first place ranking in the Center for Digital Government's Digital State Survey. Oversaw the development and implementation of Arizona's first enterprise architecture, the development of a consolidated statewide telecommunication system and the implementation of web-based services that increased citizen access to, and participation in, the government process. Developed and implemented a statewide telecommunication infrastructure for the public school system. As a member of the Governor's Cabinet, was responsible for the implementation of the State's electronic government initiatives, development of the statewide technology strategic direction and establishment of enterprise-wide standards for technology acquisition and use. Supervised a staff of technology professionals responsible for the oversight of all state technology purchasing, standards and implementation. Chaired the State's Information Technology Authorization Committee. Represented the Governor in legislative hearings, before public interest groups and before the media. Participated as a member of the National Association of State Chief Information Officers (NASCIO).

June 2000 –  
March 2001

**DEPUTY DIRECTOR**

STATE OF ARIZONA, GOVERNMENT INFORMATION TECHNOLOGY AGENCY  
*Phoenix, Arizona*

Oversaw the creation of the state's telecommunications development program that improved services, decreased costs and accelerated broadband access to schools and rural areas of the state. The program, called the Telecommunication Open Partnership for Arizona (TOPAZ), received the 2002 first-place award from the National Association of State Chief Information Officers (NASCIO) for communication infrastructure. Coordinated the aggregation of state technology purchasing power through the negotiation of enterprise license agreements. Supervised a staff of technology professionals responsible for determining the appropriateness of proposed technology projects relative to agency strategic plans. Provided advice to both Executive and Legislative budget staff on proposed projects. Provided technology related policy advice to the Governor to assist in achieving strategic goals.

November 1997 –  
June 2000

**DEPUTY STATE BUDGET DIRECTOR**

ARIZONA GOVERNOR'S OFFICE OF STRATEGIC PLANNING AND BUDGETING  
*Phoenix, Arizona*

Managed the development of the Executive budget recommendation. Provided executive-level advice to state policy makers. Formulated and implemented recommendations to improve the budget development process and internal budgetary controls. Managed a strategic planning staff responsible for providing ongoing guidance to state agency executives in the implementation of program budgeting and strategic planning. Worked in partnership with the State Comptroller to produce the State's Consolidated Annual Financial Report (CAFR). Responsible for the development of the State's biennial expenditure budget and revenue forecasts. Oversaw the development of automated budget and strategic planning systems. Participated as a member of the National Association of State Budget Officers (NASBO). Presented Executive fiscal and tax policy recommendations to the media, business organizations and the Legislature.

February 1997 –  
November 1997

**BUDGET MANAGER**

DEPARTMENT OF ECONOMIC SECURITY, STATE OF ARIZONA  
*Phoenix, Arizona*

Coordinated the development and management of a \$3.4 billion health and human services budget consisting of 80 federal, state and local funding sources. Acted as primary advisor to the director and executive staff of the department in fiscal matters. Oversaw technology investment decisions at the Department. Held the lead role in determining the baseline costs for the privatization of welfare eligibility determination (Arizona Works). Managed the design of an automated cash management system created to ensure compliance with state and federal funding regulations. Supervised a staff of 20 financial professionals. Developed relationships and served as liaison with Executive and Legislative policy and fiscal advisors.

September 1991 –  
February 1997

**SENIOR BUDGET ANALYST**

ARIZONA GOVERNOR'S OFFICE OF STRATEGIC PLANNING AND BUDGETING  
*Phoenix, Arizona*

Lead analyst responsible for human service agencies. Formulated budget and program policy recommendations. Developed forecasts and analyzed the fiscal impact of policy changes and technology investments. Presented budget recommendations to the Governor and executive staff. Performed in-depth analysis of federal and state legislation. Participated on state negotiating team during the creation of Federal Welfare Reform legislation. Testified before legislative committees.

**EDUCATION:**

**MASTER IN BUSINESS ADMINISTRATION**, April 1991  
FLORIDA STATE UNIVERSITY, Tallahassee, Florida  
Focused work in financial management, information technology, organizational behavior and economics.

**BACHELOR OF SCIENCE**, April 1990  
FLORIDA STATE UNIVERSITY, Tallahassee, Florida  
Major: Finance

**PRESENTATIONS:**

- Medicaid Enterprise Systems Conference (MESC) Annual Meeting, Charleston, SC – September 2013 – Moderator; Accountable Care Organization (ACOs): Supplying Data and Analytics to Drive Care Coordination, Accountability and Consumer Engagement
- Medicaid Enterprise Systems Conference (MESC) Annual Meeting, Charleston, SC – September 2013 – Moderator; Health Information Exchange (HIE) Progress and Lessons Learned - with LaHIE and Mass HIway
- Medicaid Enterprise Systems Conference (MESC) Annual Meeting, Boston, Massachusetts – August, 2012 – Leveraging IV&V to Improve Project Success
- Centers for Medicare and Medicaid Services (CMS) Dallas/Atlanta Regional Workshop – March 2012 – Independent Verification & Validation (IV&V), Waivers and Multi-State Collaboration
- Delaware Valley HIMSS, Malvern, Pennsylvania, January 2012 – Approaches to HIE Technical Architecture and Financial Sustainability
- New Jersey HIMSS, Atlantic City, New Jersey, September 2011 – Building a Sustainable HIE – New Jersey’s Health Information Network
- National Annual Medicaid Management Information System (MMIS) Conference, Austin, Texas, August 2011 – IV&V as a Component of Total Project Success

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT

### CITIZENS USER GROUP

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</b></p> <p style="text-align: center;"><b>Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Michelle Gayle	Date: 9/1/2015 11:18:17AM
Home Phone: _____	Work Phone: _____
Email: *æ ^{ O  ^  }•&@[  •Ë^c	
Occupation: ASSISTANT SUPERINTENDENT, LEON COUNTY SCHOOL DISTRICT	
Preferred mailing location: _____	
Work Address: _____	
City/State/Zip: _____	32304
Home Address _____	
City/State/Zip: _____	
Do you live in Leon County? Yes	If yes, do you live within the City limits? Yes
Do you own property in Leon County? Yes	If yes, is it located within the City limits? Yes
For how many years have you lived in and/or owned property in Leon County? 21 years	
Are you currently serving on a County Advisory Committee? No	
If yes, on what Committee(s) are you a member?	
Have you served on any previous Leon County committees? No	
If yes, on what Committee(s) are you a member?	

Please indicate your area of expertise and/or experience in one of the following areas of eligibility:

- Development, planning, or environmental-related consulting services
- Real estate professional or represents a real estate-related organization or association
- Serves on a neighborhood association board or represents a neighborhood-based organization or association
- Employed by a local university or local school system
- Involved with land development
- Represents a business association or organization
- Represents a community-based, environment-related organization
- Citizen at-Large     District 1     District 2     District 3     District 4     District 5

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work?	2 to 3
And for how many months would you be willing to commit that amount of time?	6 or more
What time of day would be best for you to attend Committee meetings?	Day

**(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: African American	Sex: Female	Age: 53.00
Disabled? No	District:	

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.

I HAVE ATTACHED MY CURRICULUM VITA. HOWEVER, THIS DOCUMENT HAS NOT BEEN UPDATED AND SHOULD INCLUDE THE FOLLOWING:

ASSISTANT SUPERINTENDENT, PROFESSIONAL AND COMMUNITY SERVICES (AUGUST 2015 - PRESENT)  
LEON COUNTY SCHOOL DISTRICT  
2757 WEST PENSACOLA STREET  
TALLAHASSEE, FLORIDA 32304

ADJUNCT FACULTY MEMBER, FLORIDA STATE UNIVERSITY  
(JANUARY 2015 - PRESENT)  
DEPARTMENT OF EDUCATIONAL LEADERSHIP  
TALLAHASSEE, FLORIDA 32303

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

Name: JACKIE PONS Telephone: 850-487-7100  
Address: 2757 WEST PENSACOLA STREET TALLAHASSEE, FLORIDA 32304

Name: SCOTTY CROWE Telephone: 850-487-7855  
Address: 3955 WEST PENSACOLA STREET TALLAHASSEE, FLORIDA 32304

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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- Have you completed the Orientation? Yes
- Are you willing to complete a financial disclosure form and/or a background check, if applicable? No
- Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
- If yes, from whom?
- Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No
- Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
- If yes, please explain.
- Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes
- If yes, please explain.
- Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
- If yes, please explain.

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

Signature: Michelle Gayle

This application was electronically sent: 9/1/2015 11:18:17AM

**Michelle Yvette Jones- Gayle, Ph.D.**

850.544.5520 (cell)

[MGayle1058@aol.com](mailto:MGayle1058@aol.com)

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**PROFESSIONAL PROFILE**

Over twenty years of visionary and results-oriented performance in various leadership roles. Committed to the core-value that every student will achieve at high levels and every school system and school is accountable for closing the achievement gap through measurable improvement against local, national and world class standards. Experienced and effective leader proven track record in working successfully within diverse landscapes/environments.

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**EDUCATION**

- **Doctorate of Education, Florida Agricultural and Mechanical University, Tallahassee, Florida. The Department of Educational Leadership and Human Resource Development.**  
Dissertation Topic: Professional Development and School Achievement Through the National Staff Development Standards.  
Spring, 2006
- **Master of Education, The Florida State University, Tallahassee, Florida. Educational Leadership.**  
Spring, 1995
- **Bachelor of Science, The Florida State University, Tallahassee, Florida. Elementary Education.**  
Fall, 1987

**LEADERSHIP EXPERIENCE**

- **Divisional Director, Teaching and Learning, Leon County School District (2012 – Present)**  
Oversee the Directors and operations of all Departments within Teaching and Learning including Technology and Information Services, Title I/Special Services, Professional Learning, Testing and Research, Florida Diagnostic and Research Learning System, Curriculum Services, Instructional Materials, District Media Center, and School Accountability.

District Level Administrator that oversees several community partnerships including, but not limited to, FAMU Consortium of OutReach Programs, Florida Department of Education GEAR-Up Contact, Blended Lives, and a host of other organizations.

Oversee several district budgets including, but not limited to, instructional materials, media materials, instructional technology, school improvement funds, etc.

Oversee the District's ESOL Program.

Oversee the District's Florida Department of Education's Differentiated Accountability Focus Schools.

Serve as District Director for the AVID Program.

Oversee the District's Level II Principal Preparation/Certification program in addition to serving on the Level I and Teaching Leadership planning team.

Oversee the training and development for all of the District's Assistant principals for Curriculum.

Serve on various District Leadership Teams.

- **Principal, James S. Rickards High School, Leon County School District (2008 – 2012)**

Effectively served as an instructional leader of a high school that served a large "at risk" student body. Personally named by Superintendent Jackie Pons as the first Turn Around Principal in Leon County.

Increased the School Accountability Grade from a "D" to an "A".

Earned consecutive School Accountability grades of "A". This is the first time in the history of School Accountability that James S. Rickards High School has earned any grade higher than a "C".

Implemented effective curriculum strategies and progress monitoring practices to ensure the overall success of each student.

Increased academic program offerings and career academies during my tenure as principal.

Reduced Out of School Suspension rate by 70%.

Increased student attendance rate by 15%.

Provided key leadership experiences for assistant principals and teacher leaders to ensure their continued growth.

Recognized by the Florida Department of Education for the effective implementation of research based practices.

- **Divisional Director, Teaching and Learning, Leon County School District (2007 – 2008)**

Oversee the Directors and operations of selected Departments within Teaching and Learning including Title I/Special Services, Professional Learning, Testing and Research Services, District Media Center, and School Accountability.

- **Principal, Griffin Middle School, Leon County School District (2000 – 2007)**

Effectively served as the instructional; leader of an “at-risk” middle school.

Increased the School Accountability Grade from a “C” to an “A”.

Worked collaboratively with all stakeholders to maintain the School Accountability Grade of an “A” for four consecutive years.

Implemented effective curriculum strategies and progress monitoring practices to ensure the overall success of each student.

Developed and implemented the District’s Pre- AP Middle School Program of Study.

Reversed the school’s trend of “flight” and effectively increased student enrollment.  
Increased course offerings and student activities to serve the needs of a diverse population.

Recognized by the Florida Department of Education for the effective implementation of research based practices.

- **Principal Internship, Lillian C. Ruediger Elementary School, Tallahassee, Florida (1997 – 2000)**  
Effectively served as the Principal Intern and Assistant Principal of an inner city elementary school.

Implemented effective curriculum strategies and progress monitoring practices to ensure the overall success of each student.

Responsible for the day to day instructional leadership and managerial leadership responsibilities of an effective assistant principal and principal intern.

- **Assistant Principal, Caroline Brevard Elementary School (1994 – 1997)**  
Responsible for the day to day instructional leadership and managerial leadership responsibilities of an effective assistant principal.

#### **TEACHING EXPERIENCE**

- Teacher on Special Assignment, Caroline Brevard Elementary School. (1993 – 1994)
- Teacher, Caroline Brevard Elementary School. (1990 – 1993)
- Teacher, Woodville Elementary School (1989 – 1990)
- Teacher, Prairie View Elementary School, Gainesville, Florida (1987 – 1989)

#### **PROFESSIONAL PRESENTATIONS**

- Panhandle Area Educational Consortium (PAEC)
- Gadsden County School District
- Leon County School District
- Jackson County School District
- Alachua County School District
- Florida Agricultural and Mechanical University
- Tallahassee Community College
- Various community groups throughout Tallahassee and the state of Florida.

## PROFESSIONAL AWARDS AND CERTIFICATIONS

- National Hook-Up of Black Women Community Excellence Award, 2014
- Leon County/City of Tallahassee MLK Distinguished Educator Award 2012
- University of Florida Distinguished Educator Award, 2011
- iObservation Certified Trainer, 2009
- LCTA Jo Glick Administrator of the Year, 2005
- Who's Who in Education in the South and Southeast Region, 2004
- Certified Classroom Walkthrough Trainer, 2004
- Campus Glenn-Howell Distinguished Minority Educator of the Year (2002, 2008)
- Leon County School District's Ida S. Baker Distinguished Minority Educator of the Year (2002)
- Campus Teacher of the Year (Leon County School District, 1990)
- Campus Teacher of the Year (Alachua County School District, 1988)

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT

### CITIZENS USER GROUP

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</b></p> <p style="text-align: center;"><b>Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: David Thayer	Date: 8/26/2015 11:27:43AM
Home Phone: _____	Work Phone: _____
Email: <a href="mailto:coblec@leoncountyfl.gov">coblec@leoncountyfl.gov</a>	
Occupation: ASSISTANT DIRECTOR FOR FACILITIES PLANNING FLORIDA STATE UNIVERSITY	
Preferred mailing location: _____	
Work Address: _____	
City/State/Zip: _____	32306
Home Address _____	
City/State/Zip: _____	
Do you live in Leon County? Yes      If yes, do you live within the City limits? Yes	
Do you own property in Leon County? Yes      If yes, is it located within the City limits? Yes	
For how many years have you lived in and/or owned property in Leon County? 11 years	
Are you currently serving on a County Advisory Committee? No	
If yes, on what Committee(s) are you a member? _____	
Have you served on any previous Leon County committees? No	
If yes, on what Committee(s) are you a member? _____	

Please indicate your area of expertise and/or experience in one of the following areas of eligibility:

- Development, planning, or environmental-related consulting services
- Real estate professional or represents a real estate-related organization or association
- Serves on a neighborhood association board or represents a neighborhood-based organization or association
- Employed by a local university or local school system
- Involved with land development
- Represents a business association or organization
- Represents a community-based, environment-related organization

Citizen at-Large     
  District 1     
  District 2     
  District 3     
  District 4     
  District 5

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 4 or more

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day

**(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: Caucasian      Sex: Male      Age: \_\_\_\_\_

Disabled? No      District: District 3

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.

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

Name: DENNIS BAILEY Telephone: 850-644-8136  
Address: DBAILEY@FSU.EDU

Name: MARK BERTOLAMI Telephone: 850-644-8458  
Address: MBERTOLAMI@FSU.EDU

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes

If yes, please explain. AS A PRESENCE WITHIN THE COUNTY, FSU HAS NUMEROUS INTERESTS WITH LEON COUNTY.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: David Thayer

This application was electronically sent: 8/26/2015 11:27:43AM



## Educational Facilities Authority

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**Responsibility:**

The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes.

**Created By:**

Chapter 243, Section 243.21, Florida Statutes

Resolution No. 90-42 , adopted Resolution (7/17/1990)

**Appointments:**

Seven members appointed by the full Board

One County Commissioner, appointed by the full Board, serves as a liaison for a two-year term

**Terms:**

Five Year Terms; Terms expire July 31. Number of terms is limited to no more than three consecutive terms specified. Vacancies filled for remainder of an unexpired term.

**Eligibility Criteria:**

All members must be residents of Leon County. At least one must be a trustee, director, officer or employee of an institution for higher education.

**Schedule:**

Quarterly (October, January, April, and July), or as needed.

**Type of Report:**

Within first 90 days of each calendar year, reports to the BCC its activities for the preceding calendar year

**Contact Person/Staff:**

**STAFF:**

Randy Guemple, Executive Director  
P. O. Box 11154  
Tallahassee, Florida 32302  
850-694-0228  
Email: [LCEFA9@gmail.com](mailto:LCEFA9@gmail.com)

**Members:**

Weil, Joe	Begin Term: 7/13/2010	Original Date: 7/13/2010	Email: jw@nccetraining.com
<b>RESIGNED</b> <b>(Appointed</b> <b>Executive</b> <b>Director)</b>	End Term: 7/31/2015 Type: five years	Appointed by: BOCC	
Lindley, Mary Ann Board of County Commissioners	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 Appointed by: BOCC	Notes: Board liaison Email: lindleym@leoncountyfl.gov
Bailey, Dennis Florida State University	Begin Term: 1/27/2015 End Term: 7/31/2016 Type: unexpired term	Original Date: 1/27/2015 Appointed by: BOCC	Email: dbailey@fsu.edu
Huff, Gary	Begin Term: 7/7/2015 End Term: 7/31/2017 Type: unexpired term	Original Date: 7/7/2015 Appointed by: BOCC	Email: ghuff@fsu.edu
Billberry, Lori,	Begin Term: 2/26/2013 End Term: 7/31/2018 Type: five years	Original Date: 2/26/2013 Appointed by: BOCC	Email: <a href="mailto:lbillberry@talcor.com">lbillberry@talcor.com</a>
Proctor, Thomas	Begin Term: 9/2/2014 End Term: 7/31/2019 Type: five years	Original Date: 9/2/2014 Appointed by: BOCC	Email: tomcproctor@gmail.com
Hilaman, William Raymond James & Associates	Begin Term: 6/24/2014 End Term: 7/31/2019 Type: five years	Original Date: 9/21/2004 Appointed by: BOCC	Email: William.Hilaman@ RaymondJames.com
Dallet, Patrick H.	Begin Term: 7/7/2015 End Term: 7/31/2020 Type: five years	Original Date: 11/19/2013 Appointed by: BOCC	Email: patdallet@yahoo.com

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

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Name: Richard E. Givens		Date: July 3, 2015
Home Phone:	Work Phone:	Email: <a href="mailto:Richard.givens@famu.edu">Richard.givens@famu.edu</a>
Occupation: Vice President Audit & Compliance	Employer: Florida Agricultural and Mechanical University	
Please check box for preferred mailing address.		
<input type="checkbox"/> Work Address:		
City/State/Zip:		
<input checked="" type="checkbox"/> Home Address:		
City/State/Zip: Tallahassee, FL		
Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If yes, do you live within the City limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If yes, is it located within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
For how many years have you lived in and/or owned property in Leon County? _____ years		
Are you currently serving on a County Advisory Committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) are you a member? _____		
Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) have you served? _____		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Leon County Educational Facilities Authority _____ 2nd Choice: _____		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested: _____		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 to 3 <input type="checkbox"/> 4 or more		
And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input checked="" type="checkbox"/> 6 or more		
What time of day would be best for you to attend Committee meetings? <input checked="" type="checkbox"/> Day <input type="checkbox"/> Night		
(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: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other		
Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female    Age: <u>63</u> Disabled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5 <input type="checkbox"/>		

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have served on the Budget Planning Council and search committees at Florida A&M University; Educational background – Bachelor degree from Florida State University; skills – knowledge and experience in financial accounting and reporting and audits of governmental and nonprofit entities; experience also includes being a member of the senior management team at the University addressing all areas of operations; Professional licensure and designations-CPA (since 1975) and CGFM (since 1995), both are which effective in Leon County; and community activities include church. I selected the Leon County Educational Facilities Authority because it relates to activities of higher education which would enable me to use knowledge of University needs and operations to further the objectives of the Authority.

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

Name: Sam McCall \_\_\_\_\_ Telephone: 644-0651 \_\_\_\_\_

Address: Suite 407 Westcott Building, 222 South Copeland Street, Tallahassee, FL 32306

Name: Jim Watson \_\_\_\_\_ Telephone: 668-9504 \_\_\_\_\_

Address: 3784 Sally Lane, Tallahassee, FL 32312

### **IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation?  Yes  No  
Are you willing to complete a financial disclosure form and/or a background check, if applicable?  Yes  No  
Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?  Yes  No If yes, from whom? \_\_\_\_\_  
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes  No   
Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?  Yes  No If yes, please explain. \_\_\_\_\_  
Do you or your employer, or your spouse or child or their employers, do business with Leon County?  Yes  No  
If yes, please explain. \_\_\_\_\_  
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?  Yes  No  
If yes, please explain. \_\_\_\_\_

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

Signature: \_\_\_\_\_

Please return Application

by mail: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301

by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)

by fax: 850-606-5301

Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

***“People Focused, Performance Driven.”***

*Richard E. Givens*  
*3017 South Shore Circle*  
*Tallahassee, Florida 32312*  
*Telephone: (850) 386-4264*  
*Work: 412-7802*  
*Email: givensrel@embarq.com*

## **EDUCATION**

B.S. Accounting, Florida State University

## **PROFESSIONAL AND BUSINESS EXPERIENCE**

Florida Agricultural and Mechanical University: July 2012 –Present; Vice President, Audit and Compliance; December 2011-June 2012; Interim Vice President, Audit and Compliance, Florida A&M University

- Supervise professional staff of eight responsible for performing internal audits in accordance with internal audit standards
- Supervise and perform investigations and consulting services to the University
- Serve as audit liaison with outside audit agencies
- Report activities to the University's audit committee
- Administer the fiscal and operational activities of the Division of Audit & Compliance

Florida Agricultural and Mechanical University: March 2011-December 2011; Senior Associate Controller with responsibility for the general ledger, accounts payable, capital assets, payroll, and taxation compliance areas of the University.

- Supervised a staff of 30 employees responsible for reconciling general ledger activities, maintaining and reconciling activity related to capital assets, paying bills, paying payroll and maintaining related records, and filing all tax returns
- Responsible for preparation of the University's financial statements
- Served on the Inter-university committee on finance and accounting subcommittee on accounting principles

Auditor General: Audit Coordinator 2008-February 2011; Audit Supervisor – 2004-2008, Audit Coordinator - 1995-2004, Chief of University and Community College Review - 1992-1995, Senior Auditor - 1989-2001

- Supervising and performing financial, federal, and operational audits of universities and community colleges.
- Supervising staff of eight professionals, including developing audit plans, writing risk-based audit programs, developing budgeted hours for the audits, assigning staff to audits, reviewing work papers for conformity with auditing standards,

writing audit reports, preparing semi annual resource management plans for the audit section, performing employee evaluations, and hiring new staff.

- Coordinating various State-wide audits, including the audit of the Florida Bright Futures Scholarship Program of the public universities and community colleges, the Federal awards audit for the public community colleges, and the compilation of the community college financial statements and note disclosure forms for inclusion in the State of Florida financial statements.
- Reviewing audit reports of universities and community colleges for compliance with applicable accounting and auditing standards.

#### Givens & Givens, CPAs: Partner – 1979-1989

- Performed financial and compliance audits of numerous commercial, nonprofit, county, and municipal entities. Responsible for all phases of the audits, including planning the nature and extent of audit procedures, supervising staff in conduct of the audit field work, and reviewing work papers for adequacy of documentation.
- Drafted audit programs, internal control questionnaires, and audit reports.
- Reviewed audits performed by the Florida Department of Transportation's Internal Audit staff to determine whether costs charged to contracts under Federal Regulations were allowable.
- Responsible for management services engagements, including establishing a fixed asset accounting system for a county and developing an accounting manual for a county's ambulance department.

#### Auditor General: Senior Public Accounts Auditor – 1974-1979, Junior Public Accountants Auditor - 1973-1974

- Reviewed audit reports of state agencies for compliance with applicable accounting and auditing standards.

#### **OTHER PROFESSIONAL ACTIVITIES**

- Taught CPE classes related to governmental accounting and federal audit requirements.
- Authored article published in the Government Accountants Journal.

#### **PROFESSIONAL AND BUSINESS AFFILIATIONS**

Certified Public Accountant

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</b></p> <p style="text-align: center;"><b>Applications will be discarded if no appointment is made after two years.</b></p>	
--	---

Name: Robert Meinhardt		Date: 07-Sep-2014
Home Phone:	Work Phone:	Email: rmeinhardt1@hotmail.com
Occupation: RETIRED		Employer: NONE
Preferred mailing location: Home Address Work Address: NONE		
City/State/Zip: TALLAHASSEE FL		
Home Address		
City/State/Zip: TALLAHASSEE		
Do you live in Leon County? Yes      If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes      If yes, is it located within the City limits? No		
For how many years have you lived in and/or owned property in Leon County? 14.00years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Educational Facilities Authority      2nd Choice: Educational Facilities Authority		
What cultural arts organization do you represent, if any? NONE		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work? 2 to 3		
And for how many months would you be willing to commit that amount of time? 6 or more		
What time of day would be best for you to attend Committee meetings? Day, Night		
<p><b>(OPTIONAL)</b> 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.</p>		
Race: Caucasian      Sex: Male      Age: 72		
Disabled? No      District:		

**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.**

B.A. PLUS, TEACHING MIDDLE SCHOOL, AUDITING COMMITTEE LCSD,  
RESUME UNDER SEPARATE COVER

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

Name: MARY ANN LINDLEY Telephone: COUNTY COURTHOU  
Address: COUNTY COUNTY COURTHOUSE

Name: DR. JEFFERY RAWLINGS Telephone: 850-656-4987  
Address: 12600 LAUREL HILL RD., LEON COUNTY FL., 32309

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes.

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Robert P. Meinhardt

This application was electronically sent: 9/7/2014 1:46:35PM

Robert P. Meinhardt  
4250 Whispering Oaks Drive  
Tallahassee, Florida 32309  
(850)386-5237

Experience:

- \*General management and program start-up experience of for-profit, educational, and non-profit programs.
- \*Professional consulting experience in marketing, sales, advertising, strategic planning, and program development.
- \*Experience in adult education, mentoring, and training in one-on-one and group environments as volunteer and employment related.
- \*Extensive public speaking experience in business, education, and non-profit environments.
- \*Experience managing federal grants and contracts for state programs.
- \*Volunteer and employment related experience writing grants and contracts for educational and non-profit service projects.
- \*Experience developing and publishing up to thirty-eight twelve page retail advertising circulars annually.
- \*Experience developing and writing training programs and operational manuals.
- \*Domestic and overseas marketing, merchandising, and advertising experience with responsibility for 650 million dollars of annual purchases.
- \*Supervisory experience of up to two hundred professional and hourly associates.
- \*Experience directly managing the daily activities of twenty gender, racially, and economically diverse AmeriCorps members.
- \* Middle School Teacher

Education:

- \*Bachelor of Arts, Psychology, University of Missouri
- \*Post Graduate Studies, Adult Education, University of South Florida
- \*Florida Teaching Certificate K-12 (expired after retirement)

Employment History:

June 2007

To Present Retired, served on several Leon School District boards and other non-profit boards

Aug. 2003- Deer Lake Middle School  
June 2007 Teacher

June 1999 - Florida Department of Elder Affairs  
April 2002 AmeriCorps Director, Supervisor I&R Services, Elder Sensitivity Trainer

Aug. 1998 - AmeriCorps P.A.A.S., Pinellas County  
June 1999 Program Coordinator

Aug. 1996 - Countryside High School  
Aug. 1998 Intervention Center Administrator

Jan. 1994 - Retail Solutions Inc. and Reading Glasses Now Inc.  
Aug. 1996 President

April 1982 - Eckerd Drug Company  
Jan. 1994 Director of New Business Development and Export Sales  
Director of Marketing and Merchandising  
Import/Export Marketing Director  
Store Planning and Remodeling Coordinator

Sept. 1980 - Wellby Super Drug Stores, Inc.  
Mar. 1982 Director of Merchandising, Marketing and Advertising

Jan. 1979 - SuperX Drug Stores, Inc.  
Aug. 1980 Marketing and Merchandising Manager

April 1978 - Lee Wards Craft Stores, Inc.  
Aug. 1980 Hard Lines Merchandising Manager

June 1976 - Self-employed Manufacturer's Representative  
April 1978

Oct. 1970 - Venture Stores, Inc.  
May 1976 Buyer and Store Manager

# Palmer Munroe Teen Center Board of Trustees

**Responsibility:**

Purpose: The Board of Directors shall provide strategic direction, guidance, policies, and procedures consistent with the MOU and Concept Report regarding the Teen Center.

**Created By:**

Memorandum of Understanding ("MOU") entered into by the City of Tallahassee, Leon County, and the School Board of Leon County

**Appointments:**

The Teen Center Board of Directors shall be made up of 11 members; consist of the following representatives appointed by each of the following organizations:

- a. City of Tallahassee (2 members)
- b. Leon County (2 members)
- c. Leon County School District (2 members)
- d. Palmer Munroe Youth Advisory Board (2 members)
- e. Public Defender for the 2nd Judicial Circuit or his or her designee
- f. State Attorney for the 2nd Judicial Circuit or his or her designee
- g. Chief Judge of the 2nd Judicial Circuit Court of Florida or his or her designee.

**Terms:**

Three-year term

**Schedule:**

Fiscal Year is October 1 - September 30

Regular bi-monthly meetings

**Contact Person/Staff:**

Tomica R. Archie Smith

Executive Director

Palmer Monroe Teen Center

1900 Jackson Bluff Road

Tallahassee, Florida 32304

Phone:850-891-2568

Fax: 850-891-3959

Email: [Tomica.Smith@talgov.com](mailto:Tomica.Smith@talgov.com)

**Members:**

Maddox, Nick Board of County Commissioners	Begin Term: 9/20/2011 End Term: 9/30/2014 Type: three years	Original Date: 9/20/2011 <hr/> Appointed by: Board of County Commissioners	Serves as Board Liaison Email: maddoxn@leoncountyfl.gov
Vinson, Anne	Begin Term: 5/14/2013 End Term: 9/30/2015 Type: unexpired term	Original Date: 5/14/2013 <hr/> Appointed by: Board of County Commissioners	Email: annevinson@gmail.com

**From:** Anne Vinson <annevinson@gmail.com>  
**To:** Christine Coble <CobleC@leoncountyfl.gov>  
**Date:** 8/6/15 7:53 AM  
**Subject:** Re: Palmer Munroe Community Center

Christine, I would like very much to remain on the Board with the Palmer Munroe Teen Center. I have enjoyed my time on the Board and continue to be amazed at the work the staff is doing for these young people.

Anne W. Vinson

# CareerSource Capital Region

## **Responsibility:**

CareerSource Capital Region provides for enhanced coordination, cooperation, collaboration, and outcomes, by and between several entities, both public and private, that are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets.

Develop the region's strategic workforce development plan; identify occupations for which there is a demand in the area served and selecting training institutions that may provide training, in accordance with procurement guidelines and procedures; 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 Capital Region; and, provide oversight and monitoring activities.

## **Created By:**

Federal Public Law 105-220 (Workforce Investment Act of 1998 - Title I)  
Section 117, of the WIA and the State of Florida Workforce Innovation Act of 2000  
Interlocal Agreement between Leon, Wakulla, and Gadsden County Commissions (Region)

## **Appointments:**

The COUNCIL membership shall number twenty-three (23). A majority of CareerSource Capital Region shall be representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility.

7 - appointed by BCC - private sector representatives

Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIA and Florida Statutes. Such nominations for the COUNCIL shall be representative of the business community.

## **Terms:**

Initial terms are 2 and 3 years. All terms thereafter are 3-year terms. Terms expire June 30. Vacancies are filled for the remainder of an unexpired term.

## **Schedule:**

Meets quarterly. Meeting dates and times posted on the CareerSource Capital Region website: [www.careersourcecapitalregion.com](http://www.careersourcecapitalregion.com)

**Contact Person/Staff:**

Jim McShane, Executive Director  
325 John Knox Road, Atrium Building, Suite 102  
Tallahassee, Florida 32303  
Phone: 850-617-4601  
Fax: 850-410-2595  
email: [jim.mcshane@careersourcecapitalregion.com](mailto:jim.mcshane@careersourcecapitalregion.com)

Cheryl Cantley, Administrative Assistant  
850-617-4602  
email: [cheryl.cantley@careersourcecapitalregion.com](mailto:cheryl.cantley@careersourcecapitalregion.com)

**Members:**

Edwards, Barbara	Begin Term: 3/12/2013 End Term: 6/30/2016 Type: three years	Original Date: 3/12/2013 <hr/> Appointed by: Board of County Commissioners	Email: Barbara_c_edwards@cable.comcast.com
Smith, George  <b>RESIGNED</b>	Begin Term: 9/2/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/2/2014 <hr/> Appointed by: Board of County Commissioners	Email: george@bmlaw.com
Banks, George C. Summit East Management	Begin Term: 6/24/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/22/2009 <hr/> Appointed by: Board of County Commissioners	Email: george.banks@summiteast.com
McFarlain, John	Begin Term: 10/14/2014 End Term: 6/30/2017 Type: three years	Original Date: 10/14/2014 <hr/> Appointed by: Board of County Commissioners	Email: john@talsearchgroup.com
Robinson, Mark,	Begin Term: 3/10/2015 End Term: 6/30/2018 Type: three years	Original Date: 3/10/2015 <hr/> Appointed by: Board of County Commissioners	Email: mark.robinson@hcahealthcare.com

Wienke, Brandon	Begin Term: 4/14/2015 End Term: 6/30/2018 Type: three years	Original Date: 4/14/2015 <hr/> Appointed by: Board of County Commissioners	Email: brandon.wienke@suntrust.com
Andrews, Trish	Begin Term: 7/7/2015 End Term: 6/30/2018 Type: three years	Original Date: <hr/> Appointed by: Board of County Commissioners	Email: trish@mrrecruiter.com

George A. Smith, Jr.  
4138 Faulkner Lane  
Tallahassee, Florida 32308

June 10, 2015

Mr. Jim McShane, CEO  
Career Source Capital Region  
325 John Knox Road  
Atrium Building, Suite 102  
Tallahassee, Florida 32303

Re: Resignation from Board

Dear Mr. McShane:

Thank you for giving me the opportunity to serve on the Board for Career Source Capital Region; however, at this time, I need to resign from my position as Board Member. My family medical needs and work schedule have increased and do not permit me to focus on the important matters of the Career Source Capital Region.

I appreciate the confidence shown in my ability to serve. If you have any questions, please do not hesitate to give me a call.

Sincerely,



George A. Smith, Jr.

GAS/mel



CareerSource  
CAPITAL REGION

Toll Free: 1 (844) CAREER1  
careersourcecapitalregion.com

8-31-2015

Leon County Board of Commissioners  
Attn: Christine Coble  
301 S. Monroe – 5<sup>th</sup> Floor  
Tallahassee, FL 32301

RE: Nomination for the vacant position on the CareerSource Capital Region Board

Christine,

The Big Bend Minority Chamber is nominating Sean Pittman, President and CEO of the Pittman Law Group to fill the vacancy on the Region 5 Workforce Investment Board known as CareerSource Capital Region, aka Big Bend Jobs and Training Council, Inc., a not-for-profit entity in the State of Florida.

We are excited with this nomination as the Board strives to strengthen its leadership and inclusiveness reflecting the population we serve. Sean is a well-respected leader in our community and regionally. We ask for a prompt approval.

Sincerely,

Jim McShane, MPA  
CEO, CareerSource Capital Region

Incl: Mr. Pittman's Bio



**SEAN PITTMAN, PRESIDENT, PITTMAN LAW GROUP, P.L.** – Sean Pittman is one of the most exceptional legal minds working within the environs of the State Capitol and the State of Florida today. Noted as one of the top twenty-five most influential people in Tallahassee, Florida by the Tallahassee Democrat, Sean Pittman is known to be one of the most thoughtful political analysts who possess “a valuable ability to cut through the muddle and articulate what’s really in play.” Florida Trend Magazine has labeled Sean Pittman the “One To Look For” in the new wave of politics in Florida. Florida State University honored Sean Pittman with their coveted Circle of Gold award and membership. This honor has only been awarded to 201 individuals in the school’s history.

Attorney Pittman has also been featured in the Tallahassee Democrat article, “Capitol Clout”, as a significant political insider alongside former House Speaker John Thrasher and former Republican Party Chair Al Cardenas. In December 2006, he was named to Governor-Elect Charlie Crist’s Transition Team. Sean serves on the Board of Directors for Hancock Bank of Florida, and the Orange Bowl Committee. Sean’s expertise with governmental affairs has afforded him the opportunity to serve as a Political Consultant to various state and local campaigns. His experience lobbying on behalf of several municipalities and counties, including: Broward County, the City of Miami, Miami-Dade County, the City of Port Orange, the City of Riviera Beach, the City of Tallahassee, Village of Royal Palm Beach, and Palm Beach County. In addition to his legal and lobbying efforts Sean served as Chairman of the Children’s Home Society of Florida, Tallahassee Chamber of Commerce – Executive Board of Directors, Hancock Bank – Board of Directors, Chairman of both the Governmental Relations and Team Outings Committee within the Orange Bowl Committee and Founder and Chairman of the Big Bend Minority Chamber of Commerce.

Pittman received his Bachelor of Science degree from Florida State University in 1990, where he served as Student Body President and two-times Chairman of the Florida Student Association Board of Directors. In 1994, Sean earned his Juris Doctor degree from The Florida State University-College of Law and was appointed by Governor Lawton Chiles to serve on the Florida Board of Regents. His alma mater, then, honored him with the “Sean Pittman Leadership Award” which is given to our outstanding student leader at the University Annual Leadership Awards Night. His alma mater, then, honored him with the “Sean Pittman Leadership Award” which is given to the outstanding student leader at the President’s Annual Leadership Awards Night. Attorney Pittman was honored with a seat on the Miami Herald Legislative Ranking Committee, which annually ranks member performance of the Florida House and Senate, and is generally regarded as an “expert” in the legislative process. His service on the Miami Herald Legislative Ranking Committee has given him direct access to many legislators who care about the outcome of the process.

Sean has been heavily involved in state government over the past 20 years. His extensive legislative background, including both public and private, has lead to his vast knowledge of the process and a valuable historic perspective related to “getting things done” on the hill.

In addition to his legal and lobbying efforts, Sean serves as a co-host for the exceedingly popular North Florida political talk show, “The Usual Suspects.” The Usual Suspects airs on the CBS Network and is broadcast in 38 counties across North Florida and South Georgia.

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov</b></p> <p><b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Sean Pittman		Date: 08/28/15
Home Phone:	Work Phone: 850-216-1002	Email: <a href="mailto:sean@pittman-law.com">sean@pittman-law.com</a>
Occupation: Lobbyist		Employer: Self Employed
<p>Please check box for preferred mailing address.</p> <p><input checked="" type="checkbox"/> Work Address: Wilhelmina Square, 1028 East Park Avenue City/State/Zip: Tallahassee, Florida 32301</p>		
<p><input type="checkbox"/> Home Address (Required to determine County residency) 3010 Thomasville Road Tallahassee, Florida 32308</p>		
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For how many years have you lived in and/or owned property in Leon County? Lived since 1986. Owned since 2006.</p>		
<p>Are you currently serving on a County Advisory Committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, on what Committee(s) are you a member?</p>		
<p>Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, on what Committee(s) have you served? _____</p>		
<p style="text-align: center;">Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference</p> <p>1st Choice: _____ 2nd Choice: _____</p>		
<p>If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:</p>		
<p><i>If you are appointed to a Committee, you are expected to attend regular meetings.</i></p> <p>How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 to 3</p> <p><input type="checkbox"/> 4 or more And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5</p> <p><input type="checkbox"/> 6 or more What time of day would be best for you to attend Committee meetings? <input type="checkbox"/> Day <input checked="" type="checkbox"/> Night</p>		

**(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:  Caucasian  African American  Hispanic  Asian  Other  
Sex:  Male  Female  
Age: 46  
Disabled?  Yes  No

District 1  District 2  District 3  District 4  District 5

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**  
AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/hcc/committees/training.asp](http://www.leoncountyfl.gov/hcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation?  Yes  No

Are you willing to complete a financial disclosure form and/or a background check, if applicable?  Yes  No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?

Yes  No

If yes, from whom? \_\_\_\_\_

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?  Yes  No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?  Yes  No If yes, please explain.

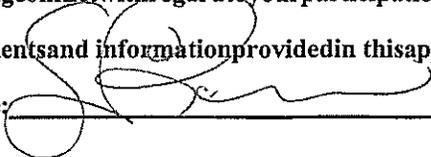
Do you or your employer, or your spouse or child or their employers, do business with Leon County?  Yes  No

***"People Focused, Performance Driven."***

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequent recurring conflict with regard to your participation on a Committee?  Yes  No If yes, please explain. \_\_\_\_\_

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

Signature:  \_\_\_\_\_

Please return Application to:

By mail: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301

email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)

fax: 850-606-5301

Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## CAREERSOURCE CAPITAL REGION

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Sean Pittman	Date: 8/31/2015 10:07:35AM
Home Phone: ( ) - _____	Work Phone: _____
Email: _____	
Occupation: LOBBYIST	Employer: SELF EMPLOYED
Preferred mailing location: _____	
Work Address: _____	
City/State/Zip: TALLAHASSEE, FL 32301	
Home Address: _____	
City/State/Zip: TALLAHASSEE, FL 32308	
Do you live in Leon County? Yes      If yes, do you live within the City limits? Yes	
Do you own property in Leon County? Yes      If yes, is it located within the City limits? Yes	
For how many years have you lived in and/or owned property in Leon County? 19 years	
Are you currently serving on a County Advisory Committee? No	
If yes, on what Committee(s) are you a member? _____	
Have you served on any previous Leon County committees? No	
If yes, on what Committee(s) are you a member? _____	

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work?	2 to 3
And for how many months would you be willing to commit that amount of time?	6 or more
What time of day would be best for you to attend Committee meetings?	Day

**(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: African American      Sex: Male      Age: \_\_\_\_\_

Disabled? No      District: \_\_\_\_\_

**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.**

SEAN PITTMAN, PRESIDENT, PITTMAN LAW GROUP, P.L. – SEAN PITTMAN IS ONE OF THE MOST EXCEPTIONAL LEGAL MINDS WORKING WITHIN THE ENVIRONS OF THE STATE CAPITOL AND THE STATE OF FLORIDA TODAY. NOTED AS ONE OF THE TOP TWENTY-FIVE MOST INFLUENTIAL PEOPLE IN TALLAHASSEE, FLORIDA BY THE TALLAHASSEE DEMOCRAT, SEAN PITTMAN IS KNOWN TO BE ONE OF THE MOST THOUGHTFUL POLITICAL ANALYSTS WHO POSSESS “A VALUABLE ABILITY TO CUT THROUGH THE MUDDLE AND ARTICULATE WHAT’S REALLY IN PLAY.” FLORIDA TREND MAGAZINE HAS LABELED SEAN PITTMAN THE “ONE TO LOOK FOR” IN THE NEW WAVE OF POLITICS IN FLORIDA. FLORIDA STATE UNIVERSITY HONORED SEAN PITTMAN WITH THEIR COVETED CIRCLE OF GOLD AWARD AND MEMBERSHIP. THIS HONOR HAS ONLY BEEN AWARDED TO 201 INDIVIDUALS IN THE SCHOOL’S HISTORY.

ATTORNEY PITTMAN HAS ALSO BEEN FEATURED IN THE TALLAHASSEE DEMOCRAT ARTICLE, “CAPITOL CLOUT”, AS A SIGNIFICANT POLITICAL INSIDER ALONGSIDE FORMER HOUSE SPEAKER JOHN THRASHER AND FORMER REPUBLICAN PARTY CHAIR AL CARDENAS. IN DECEMBER 2006, HE WAS NAMED TO GOVERNOR-ELECT CHARLIE CRIST’S TRANSITION TEAM. SEAN SERVES ON THE BOARD OF DIRECTORS FOR HANCOCK BANK OF FLORIDA, AND THE ORANGE BOWL COMMITTEE. SEAN’S EXPERTISE WITH GOVERNMENTAL AFFAIRS HAS AFFORDED HIM THE OPPORTUNITY TO SERVE AS A POLITICAL CONSULTANT TO VARIOUS STATE AND LOCAL CAMPAIGNS. HIS EXPERIENCE LOBBYING ON BEHALF OF SEVERAL MUNICIPALITIES AND COUNTIES, INCLUDING: BROWARD COUNTY, THE CITY OF MIAMI, MIAMI-DADE COUNTY, THE CITY OF PORT ORANGE, THE CITY OF RIVIERA BEACH, THE CITY OF TALLAHASSEE, VILLAGE OF ROYAL PALM BEACH, AND PALM BEACH COUNTY. IN ADDITION TO HIS LEGAL AND LOBBYING EFFORTS SEAN SERVED AS CHAIRMAN OF THE CHILDREN’S HOME SOCIETY OF FLORIDA, TALLAHASSEE CHAMBER OF COMMERCE – EXECUTIVE BOARD OF DIRECTORS, HANCOCK BANK – BOARD OF DIRECTORS, CHAIRMAN OF BOTH THE GOVERNMENTAL RELATIONS AND TEAM OUTINGS COMMITTEE WITHIN THE ORANGE BOWL COMMITTEE AND FOUNDER AND CHAIRMAN OF THE BIG BEND MINORITY CHAMBER OF COMMERCE.

PITTMAN RECEIVED HIS BACHELOR OF SCIENCE DEGREE FROM FLORIDA STATE UNIVERSITY IN 1990, WHERE HE SERVED AS STUDENT BODY PRESIDENT AND TWO-TIMES CHAIRMAN OF THE FLORIDA STUDENT ASSOCIATION BOARD OF DIRECTORS. IN 1994, SEAN EARNED HIS JURIS DOCTOR DEGREE FROM THE FLORIDA STATE UNIVERSITY-COLLEGE OF LAW AND WAS APPOINTED BY GOVERNOR LAWTON CHILES TO SERVE ON THE FLORIDA BOARD OF REGENTS. HIS ALMA MATER, THEN, HONORED HIM WITH THE “SEAN PITTMAN LEADERSHIP AWARD” WHICH IS GIVEN TO OUR OUTSTANDING STUDENT LEADER AT THE UNIVERSITY ANNUAL LEADERSHIP AWARDS NIGHT. HIS ALMA MATER, THEN, HONORED HIM WITH THE “SEAN PITTMAN LEADERSHIP AWARD” WHICH IS GIVEN TO THE OUTSTANDING STUDENT LEADER AT THE PRESIDENT’S ANNUAL LEADERSHIP AWARDS NIGHT. ATTORNEY PITTMAN WAS HONORED WITH A SEAT ON THE MIAMI HERALD LEGISLATIVE RANKING COMMITTEE, WHICH ANNUALLY RANKS MEMBER PERFORMANCE OF THE FLORIDA HOUSE AND SENATE, AND IS GENERALLY REGARDED AS AN “EXPERT” IN THE LEGISLATIVE PROCESS. HIS SERVICE ON THE MIAMI HERALD LEGISLATIVE RANKING COMMITTEE HAS GIVEN HIM DIRECT ACCESS TO MANY LEGISLATORS WHO CARE ABOUT THE OUTCOME OF THE PROCESS.

SEAN HAS BEEN HEAVILY INVOLVED IN STATE GOVERNMENT OVER THE PAST 20 YEARS. HIS EXTENSIVE LEGISLATIVE BACKGROUND, INCLUDING BOTH PUBLIC AND PRIVATE, HAS LEAD TO HIS VAST KNOWLEDGE OF THE PROCESS AND A VALUABLE HISTORIC PERSPECTIVE RELATED TO “GETTING THINGS DONE” ON THE HILL.

IN ADDITION TO HIS LEGAL AND LOBBYING EFFORTS, SEAN SERVES AS A CO-HOST FOR THE EXCEEDINGLY POPULAR NORTH FLORIDA POLITICAL TALK SHOW, “THE USUAL SUSPECTS.” THE USUAL SUSPECTS AIRS ON THE CBS NETWORK AND IS BROADCAST IN 38 COUNTIES ACROSS NORTH FLORIDA AND SOUTH GEORGIA.

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

Name: JOHN THOMAS Telephone: 8502229684  
Address: 301 S. BRONOUGH STREET, SUITE 300, TALLAHASSEE, FLORIDA 32301

Name: Telephone:  
Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Sean Pittman

This application was electronically sent: 8/31/2015 10:07:35AM

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #29**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #29

September 15, 2015

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

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

**Title:** First Public Hearing for Adoption of the FY 15/16 Tentative Millage Rates and Tentative Budgets

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Timothy Barden, Principal Management and Budget Analyst Ying Xu, Management and Budget Analyst

**Fiscal Impact:**

This item has a fiscal impact. If adopted, the Leon County FY15/16 tentative budget is \$238,553,913, which includes the Emergency Medical Services budget of \$18,583,548.

**Staff Recommendation:**

- Option #1: Adopt, via Resolution, the tentative FY15/16 Countywide millage rate of 8.3144 mills (Attachment #1).
- Option #2: Adopt, via Resolution, the tentative FY15/16 Countywide budget (Attachment #2).
- Option #3: Adopt, via Resolution, the tentative FY15/16 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
- Option #4: Adopt, via Resolution, the tentative FY15/16 Emergency Medical Services MSTU budget (Attachment #4).
- Option #5: Direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY15/16 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY15/16.

## **Report and Discussion**

### **Background:**

Pursuant to Florida Statutes 129.03 and 200.065, the County Property Appraiser certified to the County Budget Officer the taxable value against which taxes may be levied in the entire County and in each district in the County in which taxes are authorized by law to be levied by the Board. The certification of property values provided this year was \$14,418,158,896, approximately \$617 million or 4.47% more than the previous year. In preparing the tentative budgets, this certified figure was used as the basis for estimating the millage rates required to be levied.

At the June 23, 2015 Budget Workshop, the Board adopted the 8.3144 Countywide and 0.5000 Emergency Medical Services MSTU millage rates for the purposes of the statutory Truth-in-Millage (TRIM) public notification process. These rates cannot be increased, but only decreased during the public hearing. This Board approved a tentative budget of \$238,553,913. During the budget workshops, the utilization of fund balance for purposes of budget balancing was increased from \$4.0 million to \$4.1 million. Subsequent to the budget workshop, the County received final employee healthcare rates (Attachment #5), which reflect an aggregate increase of approximately 6%, which is less than the 8% average originally anticipated (estimated at approximately \$200,000 in general revenue). Additionally, subsequent to the tentative budget workshops, the Gartner report has identified additional staffing requirements to support the CDA's computer aided dispatch system. Savings realized through the lower increase in healthcare costs will be utilized to offset the additional budgeted use of fund balance and the County/Sheriff's share of the increased CDA costs.

On July 14, 2015, the Board advised the County Property Appraiser and the County Tax Collector of its proposed millage rates, its rolled-back rates, and the date, time, and place at which a public hearing would be held to consider the tentative millage rates and the tentative budgets in accordance with Florida Statute 129.03 and 200.065. Subsequently, the County Property Appraiser utilized this information in preparing the notice of proposed property taxes pursuant to Florida Statute 200.069. These notices were then mailed to all respective property owners in Leon County.

### **Analysis:**

In accordance with Florida Statutes 129.03 and 200.065, after discussion and public comment regarding the tentative millage rates and budgets, the Board is required to adopt its tentative millage rates prior to adopting its tentative budgets. The County tentative aggregate millage rate was set by the Board at the July 7, 2015 Board meeting above the rolled-back rate and less than the majority vote maximum millage rate. This allows for the statutory voting threshold of a simple majority vote for adopting the tentative budget.

The proposed FY15/16 County tentative aggregate millage rate of 8.8144 (Countywide – 8.3144 and EMS - 0.5000) was maintained at the same level as the previous year's aggregate millage rate. The proposed aggregate millage rate of 8.8144 is 1.3% more than the rolled-back rate of 8.7006 (the rate the County can levy to collect the same property tax revenue as the prior year, exclusive of new construction).

***Options #1 through #4 need to be voted on separately and in the order presented. Florida Statutes require the Board to address the millage rates before addressing the associated budgets.***

**Options:**

1. Adopt, via Resolution, the tentative FY15/16 Countywide millage rate of 8.3144 mills (Attachment #1).
2. Adopt, via Resolution, the tentative FY15/16 Countywide budget (Attachment #2).
3. Adopt, via Resolution, the tentative FY15/16 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
4. Adopt, via Resolution, the tentative FY15/16 Emergency Medical Services MSTU budget (Attachment #4).
5. Direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY15/16 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY15/16.
6. Board direction.

**Recommendation:**

Options #1, #2, #3, #4, and #5.

**Attachments:**

1. Resolution adopting tentative FY15/16 Countywide millage rate
2. Resolution adopting tentative FY15/16 Countywide budget
3. Resolution adopting tentative FY15/16 Emergency Medical Services MSTU millage rate
4. Resolution adopting tentative FY15/16 Emergency Medical Services MSTU budget
5. Employee/Employer Healthcare Contribution Rates

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2015/2016 tentative budget; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Leon County has been certified by the County Property Appraiser to the Board of County Commissioners as \$14,418,158,896; and

WHEREAS, the Board of County Commissioners of Leon County Florida, pursuant to Florida Statute 200.065, has computed a proposed millage rate necessary to fund the tentative Countywide budget other than the portion of the budget to be funded from sources other than this ad valorem tax; and

WHEREAS, the Board of County Commissioners of Leon County Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners of Leon County Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2015 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Leon County, Florida, that:

The Fiscal Year 2015/2016 tentative aggregate millage rate is 8.8144 mills (*County-wide 8.3144 = 3.2259 mills – General Fund; 5.0885 mills – Fine and Forfeiture*) and (*0.5000 – Emergency Medical Services MSTU*), which is above the rolled-back rate of 8.7006 by 1.31%.

Adopted this 15<sup>th</sup> day of September, 2015.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

Mary Ann Lindley, 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 Attorneys Office

BY: \_\_\_\_\_

Herbert W. A. Thiele, Esq.  
County Attorney

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2015/2016 tentative budget; and

WHEREAS, the Board of County Commissioners of Leon County Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners of Leon County Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2015 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies; and

WHEREAS, the Board of County Commissioners of Leon County Florida, set forth the appropriations and revenue estimate, attached hereto as Exhibit A, for the tentative Countywide budget for Fiscal Year 2015/2016 for the amount of \$258,679,209;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Leon County, Florida, that:

The Fiscal Year 2015/2016 tentative Countywide budget be adopted by fund as it appears in the attached Exhibit B.

Adopted this 15<sup>th</sup> day of September, 2015.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, 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 Attorneys Office

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

# EXHIBIT A

Leon County Fiscal Year 2016 Tentative Budget

Summary of All Funds

		FY 2014 Actual	FY 2015 Adopted	FY 2016 Requested	FY 2016 Budget	FY 2017 Planned	FY 2018 Planned	FY 2019 Planned	FY 2020 Planned
<b>Millage Rates</b>									
General Countywide		8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144
EMS MSTU		0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
<b>General Fund</b>	<b>001</b>	<b>54,256,259</b>	<b>59,571,648</b>	<b>62,987,692</b>	<b>63,069,289</b>	<b>64,454,528</b>	<b>66,074,637</b>	<b>68,845,656</b>	<b>71,869,754</b>
<b>Special Revenue Funds</b>									
Supervisor of Elections	060	3,828,589	3,919,123	5,008,722	5,008,722	4,257,237	4,226,576	4,317,225	5,514,680
Transportation Trust	106	15,616,013	15,208,953	16,020,198	15,366,198	15,946,373	15,530,607	18,525,456	16,571,196
Fine and Forfeiture	110	69,073,897	68,656,219	70,868,916	70,893,916	73,552,259	75,539,833	76,259,854	78,064,072
Probation Services	111	2,708,498	2,845,908	3,013,616	3,013,616	3,079,654	3,147,669	3,217,737	3,289,897
Teen Court	114	155,949	165,072	176,017	131,542	134,234	137,003	139,858	142,799
Drug Abuse Trust	116	57,176	52,540	65,485	62,510	63,175	63,745	64,410	64,980
Judicial Programs	117	139,510	207,100	218,851	218,851	223,125	227,506	231,814	236,432
Building Inspection	120	1,174,495	1,560,375	1,818,656	1,818,656	1,721,378	1,761,787	1,834,925	1,923,085
Dvlpmnt Svcs & Environ. Mgmt.	121	3,141,592	3,580,010	3,712,317	3,712,317	3,797,028	3,889,413	3,984,594	4,082,639
Stormwater Utility	123	4,157,455	4,473,588	4,439,422	4,439,422	4,479,116	4,544,258	4,654,983	4,724,505
SHIP Trust	124	82,964	-	879,466	879,466	-	-	-	-
Grants	125	3,598,739	643,087	626,703	626,703	509,760	512,933	516,225	519,644
Non-Cntywide Gen. Rev.	126	23,781,279	20,078,332	20,887,988	20,887,988	21,620,448	22,918,742	23,879,181	24,882,198
Grants	127	74,319	60,000	60,000	60,000	60,000	60,000	60,000	60,000
9-1-1 Emergency Communication	130	1,267,300	1,288,200	1,282,500	1,282,500	1,302,450	1,320,500	1,340,450	1,359,450
Radio Communication Systems	131	1,123,605	1,091,224	1,214,332	1,214,332	1,250,762	1,288,286	1,326,935	1,346,904
Municipal Services	140	6,008,248	6,205,409	8,304,902	8,304,902	8,036,713	6,654,672	6,798,932	6,964,666
Fire Rescue Services	145	6,922,924	6,878,610	8,033,121	8,033,121	8,033,121	8,033,122	8,033,122	8,033,122
Tourist Development	160	3,926,494	5,051,227	4,859,230	4,859,230	4,912,592	4,872,993	5,067,726	5,067,742
Housing Finance Authority	161	136,891	67,925	89,360	89,360	89,360	89,360	89,360	89,360
Special Assessment. Paving	162	1,338,983	313,907	285,468	285,468	173,841	161,084	141,648	124,388
Killearn Lakes Units I and II Sewer	164	228,762	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Bank of America Building	165	1,740,376	1,573,459	2,174,033	2,174,033	1,639,640	1,665,240	1,692,040	1,645,205
Huntington Oaks Plaza	166	137,732	200,197	251,660	251,660	251,750	251,843	251,938	152,037
<b>Subtotal</b>		<b>150,421,790</b>	<b>144,357,965</b>	<b>154,528,463</b>	<b>153,852,013</b>	<b>155,371,516</b>	<b>157,134,672</b>	<b>162,665,913</b>	<b>165,096,501</b>
<b>Debt Service Funds</b>									
Series 2003A & 2003B	211	579,350	581,080	581,483	581,483	580,798	7,076,046	7,079,016	7,078,073
Series 1998B	216	254,981	-	-	0	-	-	-	-
Series 2005	220	7,882,522	7,247,350	6,941,750	6,941,750	6,948,837	-	-	-
ESCO Lease	221	484,514	484,514	484,514	484,514	484,514	484,514	-	-
Series 2014	222	277,411	558,780	560,672	560,672	561,282	560,785	561,208	560,522
<b>Subtotal</b>		<b>9,478,778</b>	<b>8,871,724</b>	<b>8,568,419</b>	<b>8,568,419</b>	<b>8,575,431</b>	<b>8,121,345</b>	<b>7,640,224</b>	<b>7,638,595</b>
<b>Capital Projects Fund</b>									
Capital Improvements	305	13,343,951	6,158,380	9,983,834	6,499,034	9,462,430	6,851,830	6,225,958	7,384,857
Transportation Improvements	306	2,165,415	2,699,825	3,349,650	2,695,650	3,033,425	2,809,675	5,118,400	2,899,125
Sales Tax	308	6,036,366	753,099	-	0	-	-	-	-
Sales Tax - Extension	309	3,769,338	4,968,901	7,305,854	6,305,854	5,300,000	5,230,000	4,730,000	-
Series 2003A & 2003B	311	153,301	-	-	0	-	-	-	-
Series 1999 Construction	318	19,837	-	-	0	-	-	-	-
Series 2005 Construction	320	686,047	-	-	0	-	-	-	-
ESCO Capital Projects	321	-	-	20,296	20,296	-	-	-	-
9-1-1 Capital Projects	330	-	12,540	12,540	12,540	12,540	12,540	12,540	12,540
Impact Fee - Countywide Rd.	341	38,074	-	-	0	-	-	-	-
Impact Fee - NW Urban Coll.	343	32,225	-	-	0	-	-	-	-
Impact Fee - SE Urban Coll.	344	62,498	-	-	0	-	-	-	-
Sales Tax - Extension 2020	351	-	-	-	0	-	-	-	4,928,600
Sales Tax - Extension 2020 JPA Agreement	352	-	-	-	0	-	-	-	6,899,000
<b>Subtotal</b>		<b>26,307,052</b>	<b>14,592,745</b>	<b>20,672,174</b>	<b>15,533,374</b>	<b>17,808,395</b>	<b>14,904,045</b>	<b>16,086,898</b>	<b>22,124,122</b>
<b>Enterprise Funds</b>									
Solid Waste	401	10,063,223	10,090,106	10,293,256	10,242,484	10,443,276	10,013,299	9,917,416	10,011,659
<b>Subtotal</b>		<b>10,063,223</b>	<b>10,090,106</b>	<b>10,293,256</b>	<b>10,242,484</b>	<b>10,443,276</b>	<b>10,013,299</b>	<b>9,917,416</b>	<b>10,011,659</b>
<b>Internal Service Funds</b>									
Insurance Service	501	2,958,677	3,567,563	3,676,976	3,676,976	3,675,456	3,673,846	3,672,148	3,675,603
Communications Trust	502	341,928	595,782	837,708	837,708	837,708	837,708	837,708	837,708
Motor Pool	505	2,823,745	3,195,105	2,898,946	2,898,946	2,919,734	2,948,381	2,977,314	3,006,538
<b>Subtotal</b>		<b>6,124,350</b>	<b>7,358,450</b>	<b>7,413,630</b>	<b>7,413,630</b>	<b>7,432,898</b>	<b>7,459,935</b>	<b>7,487,170</b>	<b>7,519,849</b>
<b>TOTAL:</b>		<b>256,651,452</b>	<b>244,842,638</b>	<b>264,463,634</b>	<b>258,679,209</b>	<b>264,086,044</b>	<b>263,707,933</b>	<b>272,643,277</b>	<b>284,260,480</b>
<i>Less Interfund Transfers</i>		<i>41,989,043</i>	<i>34,455,187</i>	<i>34,455,187</i>	<i>38,708,843</i>	<i>40,175,541</i>	<i>39,376,051</i>	<i>44,913,412</i>	<i>46,150,996</i>
<b>TOTAL NET OF TRANS:</b>		<b>214,662,409</b>	<b>210,387,451</b>	<b>230,008,447</b>	<b>219,970,366</b>	<b>223,910,503</b>	<b>224,331,882</b>	<b>227,729,865</b>	<b>238,109,484</b>

# EXHIBIT B

Leon County Fiscal Year 2016 Tentative Budget

General Fund (001)

Fund Type: General Fund

The General Fund is the general operating fund of the County established by F.S. 129.02(1). Major revenue sources for the County's General Fund include proceeds from ad valorem and other taxes, charges for services, fees, and other miscellaneous revenues. The General Fund is used to account for financial resources and expenditures of general government (except those required to be accounted for in another fund) such as libraries, management information systems, facilities management, etc.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Ad Valorem - General Fund	311110	40,784,823	41,473,777	46,511,596	44,186,016	46,103,791	48,874,555	51,869,660	53,894,379
Delinquent Taxes	311200	-	285,000	500,000	475,000	475,000	475,000	475,000	475,000
Delinquent Taxes 2004	311204	7	-	-	-	-	-	-	-
Delinquent Taxes 2006	311206	143	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	2,787	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	5,591	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	2,057	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	16,036	-	-	-	-	-	-	-
Delequent Taxes 2011	311211	50,341	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	112,725	-	-	-	-	-	-	-
Tourist Development (3-3/4 Cents)	312100	36,937	37,050	40,000	38,000	38,950	40,850	41,800	43,700
Tourist Development (1-1/4 Cents)	312110	9,229	9,310	10,000	9,500	9,738	10,213	10,450	10,925
Process Server Fees	329300	-	-	10,000	9,500	9,500	9,500	9,500	9,500
Federal Payments in Lieu of Taxes	333000	203,372	171,000	195,000	185,250	185,250	185,250	185,250	185,250
State Library Aid	334710	178,220	165,913	164,802	156,562	156,562	156,562	156,562	156,562
COT Reimbursement for PSC	337220	285,947	881,099	1,026,355	1,026,355	1,041,846	1,057,835	1,065,250	1,072,923
GIS	337300	528,337	1,320,100	1,348,028	1,348,028	1,361,104	1,375,259	1,388,324	1,402,485
CRTPA Reimbursement	337401	283,145	230,017	239,979	239,979	246,869	253,982	261,321	268,897
Blueprint 2000 Reimbursement	337402	-	60,695	65,010	65,010	67,197	69,463	71,811	74,241
FS 29.0085 Court Technology	341150	-	441,750	-	-	-	-	-	-
\$2.00 IT Added Court Cost FS 28.24(12)	341160	343,416	-	375,500	356,725	360,400	364,076	367,644	371,394
Zoning Fees	341200	675	-	-	-	-	-	-	-
GIS User Fees	341910	-	9,500	-	-	-	-	-	-
CJIS User Fees	341920	69,150	75,240	-	-	-	-	-	-
Hand Fogging Fees	342950	400	-	-	-	-	-	-	-
Parking Facilities	344500	155,088	146,300	154,000	146,300	146,300	146,300	146,300	146,300
Library Parking	344510	37,684	57,000	45,500	43,225	43,700	44,080	44,555	45,030
Library Fees	347100	158,040	129,390	127,800	121,410	120,175	119,035	117,800	116,660
Library Printing	347101	-	14,250	21,400	20,330	20,140	19,950	19,760	19,570
Parks And Recreation	347200	(18)	-	-	-	-	-	-	-
Other Counties-Circuitwide Reimbursement	348820	16,383	47,500	40,000	38,000	38,000	38,000	38,000	38,000
FS 29.0085 Court Facilities	348930	1,040,251	1,368,000	1,000,000	950,000	959,975	968,903	978,883	988,867
Process Server Fee	348991	8,400	10,000	-	-	-	-	-	-
Civil Fee - Circuit Court	349200	53	-	-	-	-	-	-	-
Crt Admin/ Circuit-wide Reimbursement	349500	-	-	10,000	10,000	10,200	10,500	10,700	10,900
GAL / Circuit-wide Reimbursement Fees	349501 349600	- 112	37,050 -	24,731 -	23,494 -	23,963 -	24,443 -	24,931 -	25,430 -
Pool Interest Allocation	361111	322,971	270,299	437,500	415,625	415,625	415,625	415,625	415,625
Net Incr(decr) In Fmv Of Investment	361300	(5,675)	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	620	-	-	-	-	-	-	-
Rents And Royalties	362000	3,851	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	179,496	191,900	201,000	190,950	192,993	195,039	197,087	199,137
Refund Of Prior Year Expenses	369300	4,546	-	-	-	-	-	-	-
Lawsuit Settlements	369350	191	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	88,427	47,500	100,000	95,000	95,000	95,000	95,000	95,000
Volunteer Certificate Training Fees	369930	-	903	951	903	903	903	903	903
Transfer From Fund 110	381110	1,000,000	-	-	-	-	-	-	-
Transfer from 122	381122	17,899	-	-	-	-	-	-	-
Transfer From Fund 126	381126	5,967,235	7,286,083	8,166,544	8,166,544	9,184,095	10,547,886	10,570,777	11,537,573

Leon County Fiscal Year 2016 Tentative Budget

General Fund (001)

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfer From Fund 135	381135	5,000	-	-	-	-	-	-	-
Transfer From Fund 162	381162	150,000	308,407	279,968	279,968	168,341	155,584	136,148	118,888
Pensacola Care Lease	383001	146,616	146,615	146,615	146,615	146,615	146,615	146,615	146,615
Clerk Excess Fees	386100	314,694	-	-	-	-	-	-	-
Property Appraiser	386600	94,429	-	-	-	-	-	-	-
Tax Collector	386700	46,300	350,000	200,000	200,000	-	-	-	-
Supervisor Of Elections	386800	669,712	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	4,000,000	4,125,000	4,125,000	2,832,296	274,229	-	-
<b>Total Revenues</b>		<b>53,335,644</b>	<b>59,571,648</b>	<b>65,567,278</b>	<b>63,069,289</b>	<b>64,454,528</b>	<b>66,074,637</b>	<b>68,845,656</b>	<b>71,869,754</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
County Commission	100-511	1,380,655	1,416,709	1,491,406	1,491,406	1,507,105	1,523,269	1,539,921	1,557,068
Commission District 1	101-511	5,272	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commission District 2	102-511	4,806	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commission District 3	103-511	5,385	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commission District 4	104-511	3,898	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commission District 5	105-511	7,119	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commission At-Large (Group 1)	106-511	6,914	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commission At-Large (Group 2)	107-511	8,861	9,500	9,500	9,500	9,500	9,500	9,500	9,500
Commissioners' Account	108-511	16,838	22,808	25,395	25,395	25,395	25,395	25,395	25,395
County Administration	110-512	592,064	611,693	785,394	785,394	805,444	826,395	847,984	870,236
Minority/Women Small Business Enterprise	112-513	165,390	194,380	556,130	431,130	184,581	188,140	191,805	195,580
Volunteer Center	113-513	175,378	187,804	187,318	187,318	191,478	195,763	200,177	201,377
Economic Development	114-512	454,687	638,996	382,069	384,569	358,316	362,176	366,152	370,248
Strategic Initiatives	115-513	868,222	965,483	754,545	754,545	764,391	777,625	791,247	805,288
Community and Media Relations	116-513	-	-	664,022	564,022	572,350	580,923	589,757	598,861
County Attorney	120-514	1,821,896	1,903,465	1,946,173	1,951,307	1,987,935	2,026,065	2,065,235	2,020,594
Office of Sustainability	127-513	228,365	300,884	212,274	212,274	214,596	216,985	219,448	221,983
Office of Management & Budget	130-513	664,130	764,507	829,170	829,170	848,705	868,826	889,555	909,564
Clerk - Finance Administration	132-586	1,480,021	1,520,544	1,518,474	1,518,474	1,548,699	1,579,529	1,610,975	1,610,975
Procurement	140-513	281,591	302,492	388,087	388,087	396,478	405,121	414,023	422,490
Warehouse	141-513	98,791	99,254	107,931	107,931	110,537	113,168	115,879	118,669
Facilities Management	150-519	6,608,566	6,655,685	6,845,256	6,845,256	6,912,711	7,008,047	7,104,752	7,203,969
Real Estate Management	156-519	269,084	335,120	342,868	342,868	348,749	354,805	361,042	367,466
Human Resources	160-513	1,112,945	1,338,865	1,389,092	1,389,092	1,401,849	1,417,433	1,426,881	1,435,214
Management Information Services	171-513	4,182,481	5,719,040	5,687,630	5,687,630	5,754,724	5,860,135	5,960,229	6,066,442
Article V MIS	171-713	1,047,334	-	-	-	-	-	-	-
Health Department	190-562	231,345	237,345	237,345	237,345	237,345	237,345	237,345	237,345
Mosquito Control	216-562	551,365	626,161	667,188	667,188	673,621	680,244	687,065	694,091
Lib - Policy, Planning, & Operations	240-571	845,101	862,266	853,475	853,475	864,214	875,277	883,671	895,406
Library Public Services	241-571	2,291,303	2,484,745	4,258,316	4,258,316	4,360,126	4,465,025	4,573,060	4,684,310
Library Collection Services	242-571	795,743	799,237	1,502,508	1,502,508	1,519,180	1,536,359	1,554,047	1,572,268
Library Extension Services	243-571	2,287,731	2,429,164	-	-	-	-	-	-
Summer Youth Employment	278-551	68,007	80,425	80,425	80,425	80,425	80,425	80,425	74,265
Cooperative Extension	361-537	492,941	542,904	540,260	540,260	512,248	524,737	537,603	550,850
Medical Examiner	370-527	396,522	491,922	501,760	501,760	501,760	511,795	522,031	522,031
Tubercular Care & Child Protection Exams	370-562	59,000	61,000	61,000	61,000	61,000	61,000	61,000	61,000
Baker Act & Marchman Act	370-563	691,336	692,601	692,601	692,601	692,601	692,601	692,601	692,601
Medicaid & Indigent Burials	370-564	2,568,618	2,607,830	2,694,506	2,694,506	2,776,029	2,860,032	2,944,695	2,944,695
CHSP & Emergency Assistance	370-569	1,046,343	987,055	1,154,858	1,254,858	1,256,259	1,257,699	1,259,184	1,260,712
Housing Services	371-569	444,260	461,325	461,142	461,142	471,404	481,976	492,864	504,077
Youth Sports Teams	379-572	1,000	-	-	-	-	-	-	-
Veteran Services	390-553	242,628	312,020	314,500	314,500	318,393	322,404	324,035	328,290

Leon County Fiscal Year 2016 Tentative Budget

General Fund (001)

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Capital Regional Transportation Planning Agency	402-515	223,504	238,206	241,181	241,181	247,349	253,703	260,248	266,987
Blueprint 2000	403-515	60,784	62,897	65,565	65,565	67,138	68,759	70,429	72,147
Public Safety Complex Facilities	410-529	1,092,590	1,464,910	1,506,729	1,506,729	1,525,455	1,544,739	1,551,063	1,557,572
Public Safety Complex Technology	411-529	182,547	221,135	237,516	237,516	240,474	243,525	246,668	249,902
Geographic Info. Systems	421-539	1,759,133	1,960,963	1,869,057	1,951,206	1,985,815	2,021,504	2,058,280	2,096,155
MIS Automation - General Fund	470-519	138,120	136,675	160,540	160,540	160,540	160,540	160,540	160,540
General Fund - Risk	495-519	446,611	415,999	469,752	469,752	469,752	469,752	469,752	469,752
Indirect Costs - General Fund	499-519	(5,760,392)	(5,791,000)	(6,339,100)	(6,339,100)	(6,529,273)	(6,725,152)	(6,926,907)	(7,134,716)
Property Appraiser	512-586	4,492,670	4,734,406	4,805,388	4,805,388	4,949,550	5,098,037	5,250,978	5,408,507
Tax Collector	513-586	4,258,068	4,368,000	4,537,178	4,537,178	4,717,758	4,906,468	5,102,727	5,306,836
Court Administration	540-601	188,885	231,420	200,647	200,647	204,992	209,467	214,078	218,824
Court Information Systems	540-713	13,226	9,000	11,060	11,060	11,060	11,060	11,060	11,060
Court Operating	540-719	36,785	-	-	-	-	-	-	-
Guardian Ad Litem	547-685	(1,406)	19,792	25,942	25,942	25,942	25,942	25,942	25,942
GAL Information Systems	547-713	10,386	1,490	3,720	3,720	3,720	3,720	3,720	3,720
GAL Operating	547-719	6,258	-	-	-	-	-	-	-
Planning Department	817-515	852,559	852,752	935,040	935,040	937,167	939,359	941,615	943,942
Non-Operating General Fund	820-519	829,610	806,959	815,904	959,740	951,121	951,121	951,121	951,121
Tax Deed Applications	831-513	58,091	62,500	62,500	62,500	62,500	62,500	62,500	62,500
Line Item - Detention/Correction	888-523	335,759	335,759	335,759	335,759	185,759	185,759	185,759	185,759
Line Item - Keep Tall. Beautiful	888-539	21,375	-	-	-	-	-	-	-
Line Item - Economic Development	888-552	199,500	25,000	-	-	-	-	-	-
Line Item - Human Service Agencies	888-569	325,925	125,000	125,000	125,000	100,000	100,000	100,000	-
Line Item - COCA Administration	888-573	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Line Item - Special Events	888-574	27,000	-	-	-	-	-	-	-
Transfers	950-581	7,138,916	8,535,798	10,216,572	10,216,572	11,124,928	11,407,235	12,757,498	14,541,275
Primary Health Care	971-562	1,353,937	2,002,533	2,015,360	2,015,360	2,016,917	2,018,521	2,020,171	2,021,872
CRA-Payment	972-559	1,311,879	1,681,225	2,136,763	2,109,741	2,320,715	2,784,858	3,341,830	4,010,196
Budgeted Reserves - General Fund	990-599	-	200,000	200,000	200,000	200,000	200,000	200,000	200,000
<b>Total Appropriations</b>		<b>54,256,259</b>	<b>59,571,648</b>	<b>62,987,692</b>	<b>63,069,289</b>	<b>64,454,528</b>	<b>66,074,637</b>	<b>68,845,656</b>	<b>71,869,754</b>
<b>Revenues Less Appropriations</b>		<b>(920,615)</b>	<b>-</b>	<b>2,579,586</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The Board of Commissioners balanced the budget without increasing the current 8.3144 millage rate (The total estimated tax collections for FY 2016 will be \$4.9 million or a 4.5% increase over 2015).

For FY16, property values increased by 4.5%, providing an additional \$4.9 million in property tax revenue. This and the additional \$800,000 in State Shared Revenue allowed the County to balance the budget with no reduction in service delivery. In addition, the Board appropriated \$4.1 million in fund balance to fund recurring operating expenditures. The use of this fund balance still leaves the general fund reserves within policy limits.

The general revenue transfer to capital projects (Fund 305) increased by \$1.0 million over FY15 for a total amount of \$2 million. Out years reflect the transfer of recurring general revenue to fund capital projects increasing to \$5.5 million by FY2020.

Out years from FY17 to FY20 show the use of fund balance declining from the current \$4.1 million per year to eliminating use of fund balance by FY19. Using fund balance in this amount will allow the Board to maintain the millage rate 8.3144 in FY16 and the remaining out years to maintain current service levels. This millage rate assumes property values will continue to increase with the economic recovery continuing in the out years. FY17 to FY20 reflects property valuations increasing by an average 3.5% each year and a steady millage rate of 8.3144.

Leon County Fiscal Year 2016 Tentative Budget

Supervisor of Elections (060)

Fund Type: General Fund

The Supervisor of Elections Fund is a general fund established as part of the FY 2002 budget process. The Supervisor of Elections has requested their appropriation be established in a separate fund to provide discrete accounting of their budget. The revenue is transferred from the General Fund. At the conclusion of the fiscal year, any funds available in the Supervisor of Elections fund will be returned to the General Fund as excess fees.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Voter Education Funds	331100	31,937	-	-	-	-	-	-	-
ADA-HHS Vote Program Grant	331120	24,338	-	-	-	-	-	-	-
Supervisor Of Elections	341550	20,792	-	-	-	-	-	-	-
Transfer From Fund 001	381001	3,751,522	3,919,123	5,008,722	5,008,722	4,257,237	4,226,576	4,317,225	5,514,680
<b>Total Revenues</b>		<b>3,828,589</b>	<b>3,919,123</b>	<b>5,008,722</b>	<b>5,008,722</b>	<b>4,257,237</b>	<b>4,226,576</b>	<b>4,317,225</b>	<b>5,514,680</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Supervisor of Elections - Risk	495-513	17,659	16,486	16,542	16,542	16,542	16,542	16,542	16,542
Voter Registration	520-513	1,857,265	2,126,269	2,129,045	2,129,045	2,339,556	2,347,386	2,399,360	2,475,138
Elections	520-586	166,019	-	-	-	-	-	-	-
Elections	521-513	1,247,226	1,776,368	2,863,135	2,863,135	1,901,139	1,862,648	1,901,323	3,023,000
Elections	521-586	503,693	-	-	-	-	-	-	-
SOE Grants	525-513	36,727	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>3,828,589</b>	<b>3,919,123</b>	<b>5,008,722</b>	<b>5,008,722</b>	<b>4,257,237</b>	<b>4,226,576</b>	<b>4,317,225</b>	<b>5,514,680</b>
<b>Revenues Less Appropriations</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

Due to increased costs associated with the FY16 presidential election cycle and the cost of increased rental space associated with the consolidation of the Supervisor of Elections administrative services to the Voting Operations Center, the Supervisor of Election's budget increased by 27.8% from the FY15 budget.

## Leon County Fiscal Year 2016 Tentative Budget

## Transportation Trust (106)

Fund Type: Special Revenue

The Transportation Trust Fund is a special revenue fund established by F.S. 129.02(2). Major revenue sources for the Transportation Trust Fund include proceeds from local and state gas taxes. The fund is used to account for resources dedicated and expenditures restricted to the maintenance/construction of roads and bridges.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
County Ninth-Cent Voted Fuel Tax	312300	1,406,321	1,355,650	1,438,000	1,366,100	1,379,400	1,393,650	1,406,950	1,421,200
Local Option Gas Tax	312410	3,642,595	3,424,750	3,727,000	3,540,650	3,575,800	3,611,900	3,648,000	3,684,100
2nd Local Option Gas Tax	312420	1,968,629	2,731,250	2,982,000	2,832,900	2,860,450	2,888,950	2,918,400	2,947,850
Federal Payments in Lieu of Taxes	333000	52,171	50,350	18,000	17,100	17,100	17,100	17,100	17,100
20% Surplus Gas Tax	335420	552,641	540,550	567,000	538,650	544,350	549,100	554,800	560,500
5th & 6th Cent Gas Tax	335430	2,210,566	2,162,200	2,266,000	2,152,700	2,174,550	2,196,400	2,237,250	2,240,100
Gas Tax Pour-Over Trust	335440	1,191,715	1,156,150	1,244,000	1,181,800	1,205,550	1,230,250	1,254,000	1,279,650
Other Transportation	335490	123,474	104,500	110,000	104,500	105,023	105,548	106,075	106,606
Service Area App Fees	343651	4,296	950	1,425	1,354	1,354	1,354	1,354	1,354
Grading Fee Public Works	343920	41,533	32,300	38,500	36,575	36,765	36,955	37,145	37,335
Traffic Signs	344910	1,091	950	1,000	950	950	950	950	950
Subdivision Fees	344911	6,256	2,375	4,400	4,180	4,180	4,275	4,275	4,275
R-O-W Placement Fees	344913	56,123	49,780	50,000	47,500	47,975	48,545	49,020	49,495
Signal Maintenance - State Reimb	344914	68,860	58,900	145,459	138,186	141,219	144,410	147,664	150,985
Pool Interest Allocation	361111	24,965	40,850	56,400	53,580	53,580	53,580	53,580	53,580
Interest Income - Other	361120	(17)	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(1,484)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	11,863	4,750	5,000	4,750	4,750	4,750	4,750	4,750
Volunteer Certificate Training Fees	369930	1,199	-	-	-	-	-	-	-
Transfer From Fund 123	381123	1,076,400	1,268,941	1,142,862	1,142,862	1,159,644	1,176,945	1,194,752	1,213,097
Transfer From Fund 126	381126	1,809,879	2,223,757	2,201,861	2,201,861	2,465,733	1,860,945	2,765,391	2,798,269
Appropriated Fund Balance	399900	-	-	-	-	168,000	205,000	2,124,000	-
<b>Total Revenues</b>		<b>14,249,076</b>	<b>15,208,953</b>	<b>15,998,907</b>	<b>15,366,198</b>	<b>15,946,373</b>	<b>15,530,607</b>	<b>18,525,456</b>	<b>16,571,196</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Support Services	400-541	1,034,609	589,463	576,230	576,230	590,308	592,166	604,077	616,353
Engineering Services	414-541	2,774,661	3,151,459	3,176,625	3,176,625	3,241,762	3,308,894	3,377,996	3,449,175
Transportation Maintenance	431-541	3,781,415	4,205,009	4,270,014	4,270,014	4,334,888	4,401,709	4,470,535	4,541,417
Right-Of-Way Management	432-541	1,985,163	2,361,277	2,376,874	2,376,874	2,421,455	2,468,286	2,517,569	2,569,535
MIS Automation - Transportation Trust	470-541	11,350	9,600	12,530	12,530	12,530	12,530	12,530	12,530
Transportation Trust - Risk	495-541	73,695	72,320	67,275	67,275	67,275	67,275	67,275	67,275
Indirect Costs - Transportation Trust	499-541	1,625,000	1,770,000	1,791,000	1,791,000	1,844,730	1,900,072	1,957,074	2,015,786
Transfers	950-581	4,631,200	3,499,825	4,149,650	3,495,650	3,833,425	3,179,675	5,918,400	3,699,125
Public Works Admin Chargebacks	978-541	(301,081)	(500,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)
Budgeted Reserves - Transport. Trust	990-599	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
<b>Total Appropriations</b>		<b>15,616,013</b>	<b>15,208,953</b>	<b>16,020,198</b>	<b>15,366,198</b>	<b>15,946,373</b>	<b>15,530,607</b>	<b>18,525,456</b>	<b>16,571,196</b>
<b>Revenues Less Appropriations</b>		<b>(1,366,937)</b>	<b>-</b>	<b>(21,291)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

In FY14, the Board voted to levy the available additional five cent gas tax. The proceeds from this tax are split evenly with the City of Tallahassee. This gas tax revenue generated an additional \$2 million in FY14. This was based on only eight months of collections due to the proposed ordinance enactment date of January 2014. Beginning in FY15, the collections increased to \$2.7 million for a full 12 month collection cycle. For FY16, collections are estimated to increase to \$2.8 million. The Board determined that this additional revenue would be split 50/50 to be used for sidewalk projects and to reduce the general revenue transfer to the Transportation Fund. The out years reflect the same 50/50 split between additional funding for sidewalk projects and reduction of the general revenue transfer.

Leon County Fiscal Year 2016 Tentative Budget

Fine and Forfeiture (110)

Fund Type: Special Revenue

The Fine and Forfeiture Fund is a special revenue fund established by F.S. 129.02(3) and F.S. 142.01. Major revenue sources for the County Fine and Forfeiture Fund include proceeds from ad valorem taxes and other miscellaneous revenues. The fund is used to account for revenues collected in support of and expenditures dedicated to criminal prosecution, court operations, and operations of the Sheriff's Department.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Ad Valorem - Fine/Fore. Fund	311120	66,436,317	67,533,125	73,366,744	69,698,407	72,336,010	74,302,837	75,003,054	76,784,517
Child Support Enforcement	331240	14,177	21,945	16,631	15,799	16,114	16,436	16,765	17,100
Title IV - Child Support Enforcement	331691	2,861	-	-	-	-	-	-	-
Sheriff Fees-Warrants, Fingerprints, Records	341520	391,520	381,900	450,000	427,500	436,050	444,600	453,150	462,650
Sheriff Wrecker Services	341525	23,274	84,000	73,800	70,110	71,535	72,960	74,385	75,905
Room And Board - Prisoners	342300	437,864	442,000	452,000	429,400	437,950	447,450	456,000	465,500
Court Fines	351120	23,736	36,100	34,000	32,300	33,250	33,250	33,250	34,200
Crime Prevention (fs 775.083(2))	351150	86,236	81,149	87,000	82,650	83,600	84,550	85,500	86,450
Violations of Local Ordinances	354150	75	-	-	-	-	-	-	-
Pool Interest Allocation	361111	43,212	76,000	145,000	137,750	137,750	137,750	137,750	137,750
Net Incr(decr) In Fmv Of Investment	361300	1,103	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	-	-	-	-	-	-	-	-
Sheriff F.S. 125.315	361330	25,193	-	-	-	-	-	-	-
Sheriff Excess Fees	386400	2,075,210	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>69,560,777</b>	<b>68,656,219</b>	<b>74,625,175</b>	<b>70,893,916</b>	<b>73,552,259</b>	<b>75,539,833</b>	<b>76,259,854</b>	<b>78,064,072</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
MIS Automation - State Attorney	470-602	11,920	12,480	14,140	14,140	14,140	14,140	14,140	14,140
MIS Automation - Public Defender	470-603	16,320	16,393	21,520	21,520	21,520	21,520	21,520	21,520
Fine & Forfeiture - Risk	495-689	242,856	291,314	300,378	300,378	300,378	300,378	300,378	300,378
Diversionary Programs	508-569	139,392	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Law Enforcement	510-586	34,030,294	34,186,350	35,506,491	35,506,491	36,925,693	38,012,486	38,524,029	39,522,666
Corrections	511-586	31,143,962	32,112,272	32,930,477	32,930,477	34,140,114	35,011,199	35,335,894	36,141,475
State Attorney	532-602	28,088	98,600	98,600	98,600	98,600	98,600	98,600	98,600
State Attorney	532-713	12,852	9,655	19,085	19,085	19,085	19,085	19,085	19,085
State Attorney	532-719	58,827	-	-	-	-	-	-	-
Public Defender	533-603	25,156	118,525	118,525	118,525	118,525	118,525	118,525	118,525
Public Defender	533-713	21,657	12,720	30,425	30,425	30,425	30,425	30,425	30,425
Public Defender	533-719	83,493	-	-	-	-	-	-	-
Clerk - Article V Expenses	537-614	414,527	413,828	422,105	422,105	430,547	439,158	447,941	447,941
Legal Aid	555-715	132,500	134,082	234,510	259,510	259,914	260,341	135,341	135,341
Juvenile Detention Payment - State	620-689	712,053	1,100,000	1,022,660	1,022,660	1,043,318	1,063,976	1,063,976	1,063,976
Transfers	950-581	2,000,000	-	-	-	-	-	-	-
Budgeted Reserves - Fine and Forfeiture	990-599	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
<b>Total Appropriations</b>		<b>69,073,897</b>	<b>68,656,219</b>	<b>70,868,916</b>	<b>70,893,916</b>	<b>73,552,259</b>	<b>75,539,833</b>	<b>76,259,854</b>	<b>78,064,072</b>
<b>Revenues Less Appropriations</b>		<b>486,880</b>	<b>-</b>	<b>3,756,259</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The Board of County Commissioners implemented and maintained the countywide millage rate of 8.3144 for FY 2015. Additional information regarding this levy is located on the general fund page. In addition, increases in the Sheriff's budget reflect the implementation of a pay plan adjustment that will cost \$2.3 million over the next three years. The first year impact is \$673,000 as well as other personnel cost increases related to retirement and health insurance.

Leon County Fiscal Year 2016 Tentative Budget

Probation Services (111)

Fund Type: Special Revenue

The Probation Services Fund is a special revenue fund established in support of the administration of County Probation programs. Major revenue sources for the Probation Services Fund include fees related to pre-trial costs, other probation related services, and a transfer from the General Fund. The fund is used to account for resources and expenditures related to the alternative Community Service Work Program, the Pre-trial Release Program, urinalysis testing fees and other County Probation programs and services.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Sheriff GPS Program	337281	-	-	100,000	100,000	100,000	100,000	-	-
City Of Tallahassee - GPS Tracking	337285	18,455	-	-	-	-	-	-	-
County Court Probation Fees	349120	455,393	471,200	451,000	428,450	424,650	419,900	416,100	412,300
Probation-no Show Fees	349125	22,790	24,035	22,600	21,470	21,280	21,090	20,805	20,615
Pre-trial Fees	349130	84,871	79,515	93,500	88,825	89,680	90,630	91,485	92,435
SCRAM Unit User Fees	349135	71,104	89,300	67,100	63,745	63,080	62,510	61,845	61,275
Alternative Community Service Fees	349140	52,350	55,670	47,700	45,315	45,695	46,170	46,645	47,120
UA Testing Fees	349147	157,364	132,050	187,000	177,650	179,550	181,450	183,350	185,250
Alcohol Testing Fees	349148	63,257	60,610	70,000	66,500	66,500	66,500	66,500	66,500
Pool Interest Allocation	361111	4,877	7,410	10,400	9,880	9,880	9,880	9,880	9,880
Net Incr(decr) In Fmv Of Investment	361300	(90)	-	-	-	-	-	-	-
Transfer From Fund 001	381001	1,776,076	1,926,118	2,011,781	2,011,781	2,079,339	2,149,539	2,321,127	2,394,522
<b>Total Revenues</b>		<b>2,706,446</b>	<b>2,845,908</b>	<b>3,061,081</b>	<b>3,013,616</b>	<b>3,079,654</b>	<b>3,147,669</b>	<b>3,217,737</b>	<b>3,289,897</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
MIS Automation - Probation Services	470-523	3,330	3,860	6,590	6,590	6,590	6,590	6,590	6,590
Probation Services - Risk	495-523	20,622	31,729	32,308	32,308	32,308	32,308	32,308	32,308
Indirect Costs - Probation Services	499-523	489,606	416,000	510,000	510,000	525,300	541,059	557,291	574,010
County Probation	542-523	1,058,943	1,200,807	1,158,730	1,158,730	1,185,472	1,213,022	1,241,399	1,270,619
Pretrial Release	544-523	952,164	1,019,628	1,135,112	1,135,112	1,155,946	1,177,398	1,199,503	1,222,271
Drug & Alcohol Testing	599-523	183,833	158,884	170,876	170,876	174,038	177,292	180,646	184,099
Budgeted Reserves - Probation Services	990-599	-	15,000	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>2,708,498</b>	<b>2,845,908</b>	<b>3,013,616</b>	<b>3,013,616</b>	<b>3,079,654</b>	<b>3,147,669</b>	<b>3,217,737</b>	<b>3,289,897</b>
<b>Revenues Less Appropriations</b>		<b>(2,052)</b>	<b>-</b>	<b>47,465</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

For FY 2016, the budget includes a \$2.0 million general revenue subsidy to the Probation Services fund. Due to a decline in program revenues, this subsidy is anticipated to grow to \$2.3 million in FY 2020. The revenue for the fund also reflects additional resources provided by the Sheriff in the amount of \$100,000. The funding is available from the Inmate Trust Fund and is budgeted over the next few years. This funding will assist in offsetting the cost of the GPS Monitoring Program.

Leon County Fiscal Year 2016 Tentative Budget

Teen Court (114)

Fund Type: Special Revenue

Effective July 1, 2005, the Board of County Commissioners authorized a \$3 fee be imposed for certain Court proceedings; the revenue will be used to support the Teen Court program.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Court Related Coll Not Remitted to State	348990	102,536	-	-	-	-	-	-	-
Prisoner Petition Assessment	349160	41	-	-	-	-	-	-	-
Mediation Fees	349310	8	-	-	-	-	-	-	-
Teen Court Fees	351500	-	107,730	110,300	104,785	105,830	106,875	107,920	109,060
Pool Interest Allocation	361111	621	-	500	475	475	475	475	475
Appropriated Fund Balance	399900	-	57,842	26,282	26,282	-	-	-	-
<b>Total Revenues</b>		<b>103,206</b>	<b>165,572</b>	<b>137,082</b>	<b>131,542</b>	<b>106,305</b>	<b>107,350</b>	<b>108,395</b>	<b>109,535</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Teen Court - Risk	495-662	1,488	1,714	1,634	1,634	1,634	1,634	1,634	1,634
Indirect Costs - Teen Court	499-662	8,251	8,000	8,000	8,000	8,240	8,487	8,742	9,004
Court Administration - Teen Court	586-662	146,210	155,358	166,383	121,908	124,360	126,882	129,482	132,161
<b>Total Appropriations</b>		<b>155,949</b>	<b>165,072</b>	<b>176,017</b>	<b>131,542</b>	<b>134,234</b>	<b>137,003</b>	<b>139,858</b>	<b>142,799</b>
<b>Revenues Less Appropriations</b>		<b>(52,744)</b>	<b>500</b>	<b>(38,935)</b>	<b>-</b>	<b>(27,929)</b>	<b>(29,653)</b>	<b>(31,463)</b>	<b>(33,264)</b>

Notes:

The decrease in expenditures coincides with a decrease in the \$3.00 fee revenue collected from traffic citations. As a result, the school education portion of the program will be eliminated. The position for this program will remain vacant until revenues can support the return of this portion of the program. For the out years, since the fund balance will be depleted after FY16, additional costs reductions or shifting of the costs to other sources of funding will be required.

Leon County Fiscal Year 2016 Tentative Budget

Drug Abuse Trust (116)

Fund Type: Special Revenue

The Drug Abuse Trust Fund is a special revenue fund established as the repository for the collection of court costs from felony fines. Funding is used to support drug intervention programs.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2014</b>	<b>Adopted FY 2015</b>	<b>Requested FY 2016</b>	<b>Budget FY 2016</b>	<b>Planned FY 2017</b>	<b>Planned FY 2018</b>	<b>Planned FY 2019</b>	<b>Planned FY 2020</b>
County Alcohol Tf (fs 938.13)	348125	-	5,800	5,985	5,985	6,080	6,080	6,175	6,175
Felony Drug Intervention	348241	-	46,740	59,500	56,525	57,095	57,665	58,235	58,805
Court Related Coll Not Remitted to State	348990	56,099	-	-	-	-	-	-	-
Pool Interest Allocation	361111	27	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>56,125</b>	<b>52,540</b>	<b>65,485</b>	<b>62,510</b>	<b>63,175</b>	<b>63,745</b>	<b>64,410</b>	<b>64,980</b>

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2014</b>	<b>Adopted FY 2015</b>	<b>Requested FY 2016</b>	<b>Budget FY 2016</b>	<b>Planned FY 2017</b>	<b>Planned FY 2018</b>	<b>Planned FY 2019</b>	<b>Planned FY 2020</b>
Drug Abuse	800-562	57,176	52,540	52,920	52,920	53,395	53,870	54,345	54,345
Budgeted Reserves - Drug Court	990-599	-	-	9,590	9,590	9,780	9,875	10,065	10,635
<b>Total Appropriations</b>		<b>57,176</b>	<b>52,540</b>	<b>62,510</b>	<b>62,510</b>	<b>63,175</b>	<b>63,745</b>	<b>64,410</b>	<b>64,980</b>
<b>Revenues Less Appropriations</b>		<b>(1,051)</b>	<b>-</b>	<b>2,975</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Judicial Programs (117)

Fund Type: Special Revenue

On June 8th, 2004, the Board of County Commissioners authorized the imposition of a \$65.00 criminal violation court costs. In accordance with Florida Statutes and the enabling County Ordinance, the proceeds from the \$65.00 fine are to be used as follows: 25% to supplement State funding requirements related to the implementation of a Statewide court system or to pay for local requirements; 25% to be used to fund legal aid programs; 25% to be used to fund law library personnel and materials; and 25% to be used to fund alternative juvenile programs. At the end of the fiscal year, any fund balance remaining shall be utilized in subsequent fiscal years for the funding of either the State or local requirements.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Court Innovations Local Requirement	348921	53,061	51,775	56,400	53,580	53,865	54,150	54,340	54,625
Legal Aid Local Ordinance	348922	53,061	51,775	56,400	53,580	53,865	54,150	54,340	54,625
Law Library Local Ordinance	348923	53,061	51,775	56,400	53,580	53,865	54,150	54,340	54,625
Juvenile Alternative Local Ordinance	348924	53,061	51,775	56,400	53,580	53,865	54,150	54,340	54,625
Leon County	349510	36	-	-	-	-	-	-	-
Fees	349600	10	-	-	-	-	-	-	-
Pool Interest Allocation	361111	114	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	-	4,531	4,531	-	-	-	-
<b>Total Revenues</b>		<b>212,405</b>	<b>207,100</b>	<b>230,131</b>	<b>218,851</b>	<b>215,460</b>	<b>216,600</b>	<b>217,360</b>	<b>218,500</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Judicial Programs - Risk	495-569	-	609	1,069	1,069	1,069	1,069	1,069	1,069
Indirect Costs - Judicial Programs	499-601	-	-	2,100	2,100	2,163	2,228	2,295	2,364
Alternative Juvenile Programs	509-569	47,500	51,623	54,942	54,942	56,882	58,878	60,936	63,054
Law Library	546-714	510	51,623	53,580	53,580	53,865	54,150	54,340	54,625
Judicial Programs/Article V	548-662	47,500	51,623	53,580	53,580	55,281	57,031	58,834	60,695
Legal Aid - Court	555-715	44,000	51,622	53,580	53,580	53,865	54,150	54,340	54,625
<b>Total Appropriations</b>		<b>139,510</b>	<b>207,100</b>	<b>218,851</b>	<b>218,851</b>	<b>223,125</b>	<b>227,506</b>	<b>231,814</b>	<b>236,432</b>
<b>Revenues Less Appropriations</b>		<b>72,895</b>	<b>-</b>	<b>11,280</b>	<b>-</b>	<b>(7,665)</b>	<b>(10,906)</b>	<b>(14,454)</b>	<b>(17,932)</b>

Notes:

The increase in expenditures is related to the increase in anticipate revenues in this fund. For the out years, due to the depletion of the fund balance, costs reductions or shifting of the costs to other sources of funding will need to be considered.

Leon County Fiscal Year 2016 Tentative Budget

Building Inspection (120)

Fund Type: Special Revenue

The Building Inspection Fund is a special revenue fund established to account for fees collected on building permits issued within the unincorporated area of Leon County. The fees are used to fund the operation of the Building Inspection Department.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Building Permits	322000	1,485,296	1,483,900	1,575,000	1,496,250	1,571,300	1,649,200	1,731,850	1,818,300
Manufactured Homes	322005	20,410	24,985	25,900	24,605	25,080	25,555	26,030	26,600
Building/Environmental Inspections	329114	43,104	24,985	44,100	41,895	42,750	43,605	44,460	45,410
Contractor's Licenses	329140	13,792	13,110	8,500	8,075	8,265	8,455	8,645	8,835
Proj Status - Bldg Set Backs	329241	210	-	-	-	-	-	-	-
Electronic Document Recording Fee	329290	6,383	-	-	-	-	-	-	-
State Surcharge Retention	335291	4,199	-	-	-	-	-	-	-
Driveway Permit Fees	343930	10,394	3,230	8,600	8,170	8,075	7,980	7,885	7,885
Reinspection Fees	349100	131	95	100	95	95	95	95	95
Violations of Local Ordinances	354150	74	-	-	-	-	-	-	-
Pool Interest Allocation	361111	7,896	10,070	16,800	15,960	15,960	15,960	15,960	15,960
Net Incr(decr) In Fmv Of Investment	361300	7	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	-	223,606	223,606	49,853	10,937	-	-
<b>Total Revenues</b>		<b>1,591,896</b>	<b>1,560,375</b>	<b>1,902,606</b>	<b>1,818,656</b>	<b>1,721,378</b>	<b>1,761,787</b>	<b>1,834,925</b>	<b>1,923,085</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
New General Vehicle & Equipment	026018-524	-	-	45,500	45,500	-	-	-	-
Building Plans Review and Inspection	220-524	1,002,083	1,332,142	1,441,057	1,441,057	1,473,289	1,506,498	1,540,713	1,575,955
MIS Automation - Building Inspection	470-524	720	1,800	1,900	1,900	1,900	1,900	1,900	1,900
Building Inspection	495-524	6,692	6,121	6,199	6,199	6,199	6,199	6,199	6,199
Indirect Costs - Building Inspections	499-524	165,000	219,000	233,000	233,000	239,990	247,190	254,606	262,244
Transfers	950-581	-	-	91,000	91,000	-	-	-	-
Budgeted Reserves - Building Inspection	990-599	-	1,312	-	-	-	-	31,507	76,787
<b>Total Appropriations</b>		<b>1,174,495</b>	<b>1,560,375</b>	<b>1,818,656</b>	<b>1,818,656</b>	<b>1,721,378</b>	<b>1,761,787</b>	<b>1,834,925</b>	<b>1,923,085</b>
<b>Revenues Less Appropriations</b>		<b>417,401</b>	<b>-</b>	<b>83,950</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

Increased funds are related to a rebound in housing construction and associated permitting. Likewise, expenses increased due to the necessity of adding positions to handle the increased permitting demands. At the January 27, 2015 meeting, the Board approved the reclassification of an OPS Records Technician to a full-time career service Record Technician. The increase in personnel costs is reflected in the FY16 budget. In the out-years, fee revenue is anticipated to increase because of the continued recovery of the housing market resulting in a decrease in the use of fund balance in FY17 & FY18, with the complete elimination of the use fund balance beginning in FY19.

Leon County Fiscal Year 2016 Tentative Budget

Development Services & Environ. Mgmt. Fund (121)

The Development Services and Environmental Management Fund is a special revenue established to account for the activities related to Development Services and Environmental Management in accordance with the City of Tallahassee/Leon County Comprehensive Plan. The fund has been previously supported by both permitting fees and general revenue at approximately a 50/50 percent split. The functions supported by the Growth Management Fund include development review, environmental compliance, permit and compliance services, and support services.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Licenses And Permits	322100	-	949,050	1,300,000	1,235,000	1,309,100	1,414,550	1,556,100	1,710,950
Stormwater - Standard Form	329100	323,380	-	-	-	-	-	-	-
Stormwater - Short Form B-High	329110	26,659	-	-	-	-	-	-	-
Stormwater - Short Form B-Low	329111	34,868	-	-	-	-	-	-	-
Stormwater - Short Form A	329112	127,653	-	-	-	-	-	-	-
New Address Assignments	329113	35,880	-	-	-	-	-	-	-
Tree Permits	329120	3,525	-	-	-	-	-	-	-
Vegetative Management Plans	329121	2,040	-	-	-	-	-	-	-
Landscape Permit Fees	329130	18,083	-	-	-	-	-	-	-
Amend/Resubmittal/Extensions	329150	3,948	-	-	-	-	-	-	-
General Utility Permit	329160	14,190	-	-	-	-	-	-	-
Operating Permit	329170	62,164	-	-	-	-	-	-	-
Communications Tower Bonds	329171	7,926	-	-	-	-	-	-	-
Subdivision Exemptions	329200	26,628	-	-	-	-	-	-	-
Certificate Of Concurrence	329210	10,634	-	-	-	-	-	-	-
Parking Standards	329220	1,200	-	-	-	-	-	-	-
Project Status	329240	57,390	-	-	-	-	-	-	-
PUV - Permitted Use Verification	329250	22,111	-	-	-	-	-	-	-
Site Plan Review	329260	123,439	-	-	-	-	-	-	-
Other Development Review Fees	329270	56,528	-	-	-	-	-	-	-
Electronic Document Recording Fee	329290	930	-	-	-	-	-	-	-
Code or Lien Cost Recovery Fee	341300	-	-	65,000	61,750	62,985	64,315	65,550	66,880
Environmental Analysis	343941	50,909	-	-	-	-	-	-	-
Boaa Variance Requests	343950	900	-	-	-	-	-	-	-
Reinspection Fees	349100	3,116	-	-	-	-	-	-	-
Code Enforcement Board Fines	354100	4,760	12,160	11,000	10,450	10,640	10,830	11,020	11,305
Pool Interest Allocation	361111	6,218	7,695	11,700	11,115	11,115	11,115	11,115	11,115
Net Incr(decr) In Fmv Of Investment	361300	(135)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	4	950	1,000	950	950	950	950	950
Conservation Easements	369901	92	-	-	-	-	-	-	-
Abandon Property Registration Fee	369905	70,950	65,740	87,800	83,410	85,120	86,735	88,540	90,250
Transfer From Fund 126	381126	2,250,988	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Appropriated Fund Balance	399900	-	544,415	309,642	309,642	317,118	300,918	251,319	191,189
<b>Total Revenues</b>		<b>3,346,979</b>	<b>3,580,010</b>	<b>3,786,142</b>	<b>3,712,317</b>	<b>3,797,028</b>	<b>3,889,413</b>	<b>3,984,594</b>	<b>4,082,639</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Environmental Services	420-537	1,303,932	1,362,273	1,454,182	1,454,182	1,488,711	1,524,424	1,561,224	1,599,123
Development Services	422-537	604,423	760,188	790,500	790,500	802,734	820,204	838,189	856,723
Permit & Code Services	423-537	432,749	501,503	435,251	435,251	444,953	454,935	465,230	475,830
DS Support Services	424-537	336,732	347,285	347,277	347,277	355,663	364,427	373,459	382,769
MIS Automation - Growth Management	470-537	6,530	6,300	7,150	7,150	7,150	7,150	7,150	7,150
Growth Management - Risk	495-537	17,226	17,461	15,957	15,957	15,957	15,957	15,957	15,957
Indirect Costs - Growth Management	499-537	440,000	585,000	662,000	662,000	681,860	702,316	723,385	745,087
<b>Total Appropriations</b>		<b>3,141,592</b>	<b>3,580,010</b>	<b>3,712,317</b>	<b>3,712,317</b>	<b>3,797,028</b>	<b>3,889,413</b>	<b>3,984,594</b>	<b>4,082,639</b>
<b>Revenues Less Appropriations</b>		<b>205,387</b>	<b>-</b>	<b>73,825</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Development Services & Environ. Mgmt. Fund (121)

Notes:

Anticipated increases in revenue in this fund are associated with the increased activity in development and permitting fee revenue related to the steady rebound in the construction economy. The increase in expenditures is related to funding for an Environmental Review Specialist to meet the increased demands of Environmental Services as a result of the increased level of construction activity. Out-years also show the use of fund balance declining and the general revenue support a constant \$2.0 million.

Leon County Fiscal Year 2016 Tentative Budget

Mosquito Control (122)

Fund Type: Special Revenue

The Mosquito Control Fund is a special revenue fund established in support of the administration and operation of the Countywide Mosquito Control Programs. The majority of the program is supported through a transfer from the General Fund (i.e. property taxes). The Florida Department of Environmental Protection (DEP) Tire Grant provides less than 3% of the annual funding for this program. The fund is used to account for the resources and expenditures associated with the Mosquito Control Program.

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfers	950-581	17,899	-	-	-	-	-	-	-
<b>Total Appropriations</b>		17,899	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(17,899)	-	-	-	-	-	-	-

Notes:

Due to receiving a majority of its funding from general revenue, this fund was closed. The Mosquito Control operating expenditures have been realigned to the General Fund (001) and the mosquito control grant funding has been realigned to the Grant Fund (125). The FY14 actual reflects the transfer of residual fund balances to the general fund to formally close this fund.

Leon County Fiscal Year 2016 Tentative Budget

Stormwater Utility (123)

Fund Type: Special Revenue

The Stormwater Utility Fund is a special revenue fund established in support of the administration of the unincorporated areas Stormwater Maintenance, Engineering, Facility Improvements, and Water Quality Monitoring programs. Major revenue sources for the Stormwater Utility Fund include non-restricted revenues (i.e. local half-cent sales, State revenue sharing, etc.) and the non ad valorem assessment for stormwater utility.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Non Ad-valorem Assessment	319100	3,337,216	3,238,082	3,549,611	3,372,130	3,473,293	3,577,492	3,684,816	3,795,361
Delinquent Assessments 2006	319206	69	-	-	-	-	-	-	-
Delinquent Assessments 2007	319207	381	-	-	-	-	-	-	-
Delinquent Taxes 2008	319208	501	-	-	-	-	-	-	-
Delinquent Assessment - 2009	319209	215	-	-	-	-	-	-	-
Delinquent Assessments-2010	319210	791	-	-	-	-	-	-	-
Delinquent Assessments-2011	319211	2,713	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	3,859	-	-	-	-	-	-	-
Pool Interest Allocation	361111	10,974	11,115	19,700	18,715	18,715	18,715	18,715	18,715
Net Incr(decr) In Fmv Of Investment	361300	12	-	-	-	-	-	-	-
Transfer From Fund 106	381106	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Transfer From Fund 126	381126	405,105	424,391	248,577	248,577	187,108	148,051	151,452	110,429
<b>Total Revenues</b>		<b>4,561,837</b>	<b>4,473,588</b>	<b>4,617,888</b>	<b>4,439,422</b>	<b>4,479,116</b>	<b>4,544,258</b>	<b>4,654,983</b>	<b>4,724,505</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Stormwater Maintenance	433-538	2,568,432	2,674,429	2,801,105	2,801,105	2,812,257	2,847,985	2,928,427	2,966,754
MIS Automation - Stormwater	470-538	500	-	-	-	-	-	-	-
Stormwater Utility - Risk	495-538	19,644	16,964	17,535	17,535	17,535	17,535	17,535	17,535
Indirect Costs - Stormwater Utility	499-538	425,552	353,000	392,000	392,000	403,760	415,873	428,349	441,199
Tax Collector	513-586	66,927	65,920	65,920	65,920	65,920	65,920	65,920	65,920
Transfers	950-581	1,076,400	1,343,275	1,142,862	1,142,862	1,159,644	1,176,945	1,194,752	1,213,097
Budgeted Reserves - Stormwater Utility	990-599	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000
<b>Total Appropriations</b>		<b>4,157,455</b>	<b>4,473,588</b>	<b>4,439,422</b>	<b>4,439,422</b>	<b>4,479,116</b>	<b>4,544,258</b>	<b>4,654,983</b>	<b>4,724,505</b>
<b>Revenues Less Appropriations</b>		<b>404,382</b>	<b>-</b>	<b>178,466</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

In FY14, the Board approved the first increase in 23 years of the stormwater non ad valorem assessment from \$20 to \$85. This allowed for the general revenue subsidy to be decreased by \$2.5 million dollars. The current general revenue subsidy covers the cost of the modest fee discount for low income seniors and disabled veterans and properties that receive a stormwater credit discount, as specified in the related ordinance. The transfer of \$800,000 from transportation covers the costs of stormwater maintenance activity related to roadways.

Leon County Fiscal Year 2016 Tentative Budget

SHIP Trust (124)

Fund Type: Special Revenue

The State Housing Initiatives Partnership (SHIP) Trust Fund is a special revenue fund established in accordance with F.S. 420.9075(5) to account for the distribution of State funds to local housing programs. Expenditures are limited to the administration and implementation of local housing programs.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
SHIP - Doc Stamp Revenue	345100	38,990	-	879,466	879,466	-	-	-	-
SHIP Recaptured Revenue	345150	42,659	-	-	-	-	-	-	-
Pool Interest Allocation	361111	1,317	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>82,965</b>	<b>-</b>	<b>879,466</b>	<b>879,466</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
SHIP 2012-2015	932044-554	28,015	-	-	-	-	-	-	-
SHIP 2013 - 2016	932045-554	54,950	-	-	-	-	-	-	-
SHIP 2015-2018	932048-554	-	-	879,466	879,466	-	-	-	-
<b>Total Appropriations</b>		<b>82,964</b>	<b>-</b>	<b>879,466</b>	<b>879,466</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>1</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The State did appropriate funding for SHIP during the FY15 legislative session. The amount of SHIP funding allocated for Leon County is \$879,466, a 99.5% increase over previous year funding.

Leon County Fiscal Year 2016 Tentative Budget

Grants (125)

Fund Type: Special Revenue

The Grants Fund is a special revenue fund established to account for grants that are consistently received on an annual basis. The fund also accounts for other restricted revenues such as Friends of the Library and the Driver Education funding. As new grants are received during the fiscal year, appropriate action is taken by the Board of County Commissioners to realize these additional grant proceeds into the budget. This fund includes the corresponding County matching funds for the various grants.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Lafayette Street Improvements	331208	864,995	-	-	-	-	-	-	-
FDLE EMS Grant	331209	254,552	-	-	-	-	-	-	-
Law Enforcement Block Grant	331280	106,732	120,000	120,000	120,000	120,000	120,000	120,000	120,000
NRCS Slope Stabilization Grant	331412	99,000	-	-	-	-	-	-	-
USDA Housing Grant	331526	3,145	-	-	-	-	-	-	-
CDBG Disaster Recovery Initiative	331530	467,438	-	-	-	-	-	-	-
Disaster Recovery Enhancement Grant	331531	162,455	-	-	-	-	-	-	-
Specialty Crop Block Grant	331568	(2,649)	-	-	-	-	-	-	-
DCF Drug Court	334240	33,912	-	-	-	-	-	-	-
Gopher Tortoise Habitat Mgmt Grant	334390	9,499	-	-	-	-	-	-	-
Dep Storage Tank Program	334392	120,931	118,000	116,800	116,800	115,700	114,500	113,400	112,300
DOT - North Monroe Street Grant	334491	59,339	-	-	-	-	-	-	-
Florida Hardest Hit Program	334512	27,794	-	-	-	-	-	-	-
Mosquito Control	334610	-	30,000	35,000	35,000	35,000	35,000	35,000	35,000
Closing the Gap Grant	334612	(735)	-	-	-	-	-	-	-
Best Neighborhoods Grants	334691	(3,308)	-	-	-	-	-	-	-
CFAL Grant	334701	4,360	-	-	-	-	-	-	-
Miccosukee Canopy Road Greenways	334785	166,733	-	-	-	-	-	-	-
Boating Improvement	334792	4,504	-	-	-	-	-	-	-
COT Reimb. Bannerman Rd Project	337404	102,971	-	-	-	-	-	-	-
BP 2000 Fred George Park	337701	404,935	-	-	-	-	-	-	-
BP 2000 St. Marks Greenway	337702	46,343	-	-	-	-	-	-	-
Friends Of The Library	337714	8,725	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Slosberg \$3 Driver Education	348531	100,009	104,500	91,900	87,305	86,450	85,595	84,740	83,885
Slosberg Driver Ed-cfwd	348532	38,265	-	-	-	-	-	-	-
Pool Interest Allocation	361111	8,116	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	893	-	-	-	-	-	-	-
Southwood Proportionate Share Payment	363250	100,823	-	-	-	-	-	-	-
Contributions And Donations	366000	33,304	-	-	-	-	-	-	-
Points Of Light	366300	738	-	-	-	-	-	-	-
Hands on Grant - Volunteer Leon	366303	1,394	-	-	-	-	-	-	-
The Mission Continues Grant	366305	642	-	-	-	-	-	-	-
Library E-Rate Program	369910	4,862	-	-	-	-	-	-	-
Transfer From Fund 126	381126	121,155	255,587	-	-	137,610	142,838	148,085	153,459
Transfer From Fund 305	381305	40,000	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	-	252,598	252,598	-	-	-	-
<b>Total Revenues</b>		<b>3,391,873</b>	<b>643,087</b>	<b>631,298</b>	<b>626,703</b>	<b>509,760</b>	<b>512,933</b>	<b>516,225</b>	<b>519,644</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Fred George Park	043007-541	404,935	-	-	-	-	-	-	-
Miccosukee Greenways	044003-537	333,466	-	-	-	-	-	-	-
St. Marks Headwaters Greenways	047001-572	46,343	-	-	-	-	-	-	-
North Monroe Turn Lane	053003-541	59,339	-	-	-	-	-	-	-
Bannerman Road	054003-541	102,971	-	-	-	-	-	-	-
Lafayette Street Stormwater	065001-538	864,995	-	-	-	-	-	-	-
Mosquito Control Grant	214-562	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Grants - Risk	495-595	2,338	1,834	1,710	1,710	1,710	1,710	1,710	1,710

Leon County Fiscal Year 2016 Tentative Budget

Grants (125)

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Emergency Management	864-525	-	-	121,155	-	-	-	-	-
Emergency Management- Base Grant	864-586	121,155	121,155	-	121,155	121,155	121,155	121,155	121,155
DEP Storage Tank	866-524	144,992	159,201	161,533	161,533	165,445	169,473	173,620	177,894
Library E-Rate Program	912013-571	4,862	-	-	-	-	-	-	-
Patron Donations- Library	913023-571	30,079	-	-	-	-	-	-	-
Capeloute Donation	913024-571	3,225	-	-	-	-	-	-	-
Friends Literacy Contract 2005	913045-571	8,725	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Slosberg Drivers Education Grant	915013-529	138,274	104,500	87,305	87,305	86,450	85,595	84,740	83,885
Hands on Grant - Volunteer Leon	915040-513	1,393	-	-	-	-	-	-	-
The Mission Continues Grant	915041-513	640	-	-	-	-	-	-	-
Points of Light	915056-513	738	-	-	-	-	-	-	-
Lanier St/Horace Rd Slope Stab Grant	916027-538	165,286	-	-	-	-	-	-	-
Southwood PMT - Woodville Hwy	918001-541	100,823	-	-	-	-	-	-	-
Boating Improvement	921043-572	4,504	-	-	-	-	-	-	-
Florida Hardest Hit Program	932015-554	12,436	-	-	-	-	-	-	-
Florida Hardest Hit Program	932016-554	15,358	-	-	-	-	-	-	-
CDBG Disaster Recovery - Admin	932060-569	(3,070)	-	-	-	-	-	-	-
CDBG Disaster Recovery - FB Ferry Emerg Access	932067-538	5,950	-	-	-	-	-	-	-
CDBG Disaster Recovery - Selena Rd Flood Mitigation	932068-538	3,070	-	-	-	-	-	-	-
DREF Oakridge Flood Property Acq	932069-538	112,560	-	-	-	-	-	-	-
DREF Timberlake Flood Control	932070-538	49,895	-	-	-	-	-	-	-
CDBG Disaster Rec Hope Community	932072-538	275,654	-	-	-	-	-	-	-
CDBG Disaster Rec Roof Replacement Prog	932074-569	146,667	-	-	-	-	-	-	-
Autumn Woods Flood Mitigation	932075-538	39,167	-	-	-	-	-	-	-
DCF Drug Court Grant	943084-622	33,084	-	-	-	-	-	-	-
DCF Drug Court Grant	943085-622	3,240	-	-	-	-	-	-	-
EMS Homeland Security Grant	961080-526	254,552	-	-	-	-	-	-	-
Communities for a Lifetime	962014-595	4,360	-	-	-	-	-	-	-
FDLE JAG Grant - Pretrial	982059-521	106,732	-	-	-	-	-	-	-
FDLE JAG Grant	982060-521	-	121,397	-	-	-	-	-	-
FDLE JAG Grant	982061-521	-	-	120,000	120,000	-	-	-	-
Grant Match Funds	991-595	-	90,000	90,000	90,000	90,000	90,000	90,000	90,000
<b>Total Appropriations</b>		<b>3,598,739</b>	<b>643,087</b>	<b>626,703</b>	<b>626,703</b>	<b>509,760</b>	<b>512,933</b>	<b>516,225</b>	<b>519,644</b>
<b>Revenues Less Appropriations</b>		<b>(206,867)</b>	<b>-</b>	<b>4,595</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

Due to accumulation of fund balance from prior year transfers of general revenue, a general revenue transfer was not required for grant match funding in FY16.

Leon County Fiscal Year 2016 Tentative Budget

Non-Countywide General Revenue (126)

Fund Type: Special Revenue

The Non-County-wide General Revenue Fund is a special revenue fund originally established as part of the FY2002 budget process and was originally the Unrestricted Revenue Fund 070. Prior to FY2002, the 1/2 Cent Sales Tax, State Revenue Sharing, and other unrestricted resources were directly budgeted into the specific funds they supported. Beginning in FY 2002, the revenues were brought into this fund and budgetary transfers were established to the funds supported by these revenues. This approach allows for the entire revenue to be shown in one place and all funds being supported to be similarly reflected. These revenues are not deposited directly into the General Fund in order to discretely show support for activities not eligible for Countywide property tax revenue. This fund was renumbered to Fund 126 as part of the FY2004 budget process.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Solid Waste	313700	738	-	-	-	-	-	-	-
Local Communication Svcs Tax	315000	3,645,653	3,441,850	3,769,000	3,580,550	3,687,900	3,798,100	3,912,100	4,029,900
State Revenue Sharing	335120	4,815,581	4,770,900	5,320,000	5,054,000	5,306,700	5,571,750	5,850,100	6,142,700
Insurance Agents County	335130	49,702	64,600	63,000	59,850	60,658	61,275	61,893	62,510
Mobile Home Licenses	335140	30,953	35,469	32,105	30,500	30,650	30,629	30,950	31,100
Alcoholic Beverage Licenses	335150	96,045	90,725	98,000	93,100	95,000	96,900	98,800	100,700
Racing Tax F.S. 212.20(6)	335160	223,250	212,088	223,251	212,088	212,088	212,088	212,088	212,088
Local 1/2 Cent Sales Tax	335180	11,326,967	11,415,200	12,482,000	11,857,900	12,227,452	13,148,000	13,713,250	14,303,200
Pool Interest Allocation	361111	36,117	47,500	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(2,113)	-	-	-	-	-	-	-
Transfer from Fund 216	381216	254,981	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>20,477,875</b>	<b>20,078,332</b>	<b>21,987,356</b>	<b>20,887,988</b>	<b>21,620,448</b>	<b>22,918,742</b>	<b>23,879,181</b>	<b>24,882,198</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfers	950-581	23,781,279	20,078,332	20,887,988	20,887,988	21,620,448	22,918,742	23,879,181	24,882,198
<b>Total Appropriations</b>		<b>23,781,279</b>	<b>20,078,332</b>	<b>20,887,988</b>	<b>20,887,988</b>	<b>21,620,448</b>	<b>22,918,742</b>	<b>23,879,181</b>	<b>24,882,198</b>
<b>Revenues Less Appropriations</b>		<b>(3,303,404)</b>	<b>-</b>	<b>1,099,368</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

Increases in 1/2 Cent Sales Tax and State Shared revenue reflect an improving economy and consumer spending. However, revenues from these sources are still below pre-recession levels by 4%.

Leon County Fiscal Year 2016 Tentative Budget

Grants - Interest Bearing (127)

Fund Type: Special Revenue

This fund was established independently of the reimbursement grant fund (Fund 125) in order post interest to grants as may be required by the grant contract and/or special endowment.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
DOH-Emergency Medical Services	334201	26,229	60,000	60,000	60,000	60,000	60,000	60,000	60,000
DOH-State EMS Matching Grant	334202	17,868	-	-	-	-	-	-	-
Tree Bank Donations	337410	695	-	-	-	-	-	-	-
Friends Endowment	337716	4,394	-	-	-	-	-	-	-
Van Brunt Library Trust	337725	16,217	-	-	-	-	-	-	-
Parks And Recreation	347200	786	-	-	-	-	-	-	-
Pool Interest Allocation	361111	2,540	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(579)	-	-	-	-	-	-	-
Transfer From Fund 135	381135	35,276	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>103,425</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Friends Endowment 2005	913115-571	5,126	-	-	-	-	-	-	-
Van Brunt Library Trust	913200-571	17,235	-	-	-	-	-	-	-
Tree Bank	921053-541	1,103	-	-	-	-	-	-	-
Woodville Community Center	921136-572	951	-	-	-	-	-	-	-
EMS/DOH Matching Grant M1072	961043-521	2,491	-	-	-	-	-	-	-
EMS/DOH Matching Grant M2006	961044-521	21,184	-	-	-	-	-	-	-
EMS/DOH - EMS Equipment	961045-526	26,229	60,000	60,000	60,000	60,000	60,000	60,000	60,000
<b>Total Appropriations</b>		<b>74,319</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>
<b>Revenues Less Appropriations</b>		<b>29,106</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

9-1-1 Emergency Communications (130)

Fund Type: Special Revenue

The 9-1-1 Emergency Communications Fund is a special revenue fund established in accordance with the Florida Emergency Telephone Act F.S. 365.171. Major revenue sources of the 9-1-1 Emergency Communications Fund include proceeds from the wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173 and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with 9-1-1 emergency services within Leon County.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
State Revenue Sharing Enhanced 911 Fee	335220	555,461	602,300	612,000	581,400	593,750	605,150	617,500	629,850
State Revenue Sharing Enhanced 911 DMS	335221	680,250	685,900	738,000	701,100	708,700	715,350	722,950	729,600
Pool Interest Allocation	361111	3,335	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(680)	-	-	-	-	-	-	-
Sheriff Excess Fees	386400	443,316	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>1,681,682</b>	<b>1,288,200</b>	<b>1,350,000</b>	<b>1,282,500</b>	<b>1,302,450</b>	<b>1,320,500</b>	<b>1,340,450</b>	<b>1,359,450</b>
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Enhanced 9-1-1	180-586	1,106,375	1,283,200	1,276,500	1,276,500	1,296,270	1,314,135	1,333,894	1,352,697
Indirect Costs - Emergency 911	499-525	5,011	5,000	6,000	6,000	6,180	6,365	6,556	6,753
Transfers	950-581	155,914	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>1,267,300</b>	<b>1,288,200</b>	<b>1,282,500</b>	<b>1,282,500</b>	<b>1,302,450</b>	<b>1,320,500</b>	<b>1,340,450</b>	<b>1,359,450</b>
<b>Revenues Less Appropriations</b>		<b>414,382</b>	<b>-</b>	<b>67,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Radio Communication Systems (131)

In accordance with F.S. 318.21(10) \$12.50 from each moving traffic violation shall be distributed and paid monthly via the Clerk of Court's fine distribution system. The fund is used to account for resources and expenditures associated with Leon County's participation in an intergovernmental radio communications programs that have been previously approved by the State of Florida, Department of Management Services. This program for Leon County is the 800 MHZ radio system.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2014</b>	<b>Adopted FY 2015</b>	<b>Requested FY 2016</b>	<b>Budget FY 2016</b>	<b>Planned FY 2017</b>	<b>Planned FY 2018</b>	<b>Planned FY 2019</b>	<b>Planned FY 2020</b>
Radio Communications Program	351600	269,657	333,830	326,300	309,985	306,850	303,810	300,770	297,730
Pool Interest Allocation	361111	-	855	-	-	-	-	-	-
Transfer From Fund 001	381001	710,000	756,539	904,347	904,347	943,912	984,476	1,026,165	1,049,174
<b>Total Revenues</b>		<b>979,657</b>	<b>1,091,224</b>	<b>1,230,647</b>	<b>1,214,332</b>	<b>1,250,762</b>	<b>1,288,286</b>	<b>1,326,935</b>	<b>1,346,904</b>

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2014</b>	<b>Adopted FY 2015</b>	<b>Requested FY 2016</b>	<b>Budget FY 2016</b>	<b>Planned FY 2017</b>	<b>Planned FY 2018</b>	<b>Planned FY 2019</b>	<b>Planned FY 2020</b>
Indirect Costs - Radio Communications	499-519	8,541	3,000	3,000	3,000	3,090	3,183	3,278	3,377
800 Mhz System Maintenance	529-519	1,115,064	1,088,224	1,211,332	1,211,332	1,247,672	1,285,103	1,323,657	1,343,527
<b>Total Appropriations</b>		<b>1,123,605</b>	<b>1,091,224</b>	<b>1,214,332</b>	<b>1,214,332</b>	<b>1,250,762</b>	<b>1,288,286</b>	<b>1,326,935</b>	<b>1,346,904</b>
<b>Revenues Less Appropriations</b>		<b>(143,947)</b>	<b>-</b>	<b>16,315</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Municipal Services (140)

Fund Type: Special Revenue

The Municipal Services Fund is a special revenue fund established in support of various municipal services provided in the unincorporated area of Leon County. These services include: parks and recreation, and animal control. The major revenue sources for the Municipal Services Fund are transfers from the Non-Restricted Revenue Fund (i.e. State revenue sharing, the local cent sales tax, etc.) and the Public Services Tax.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Public Service Tax - Electric	314100	4,337,690	4,299,700	4,861,000	4,617,950	4,959,950	5,058,750	5,160,400	5,263,000
Public Service Tax - Water	314300	824,521	897,750	947,000	899,650	909,150	917,700	927,200	936,700
Public Service Tax - Gas	314400	608,271	532,000	607,791	577,401	589,122	600,846	612,562	625,242
Public Service Tax - Fuel Oil	314700	1,706	2,850	3,000	2,850	2,850	2,850	2,850	2,850
Public Service Tax - 2% Discount	314999	(24,046)	29,450	(31,000)	(29,450)	(29,450)	(29,450)	(29,450)	(29,450)
DOT-Reimbursement Route 27	343913	5,521	-	-	-	-	-	-	-
Parks And Recreation	347200	5,820	5,415	6,300	5,985	6,080	6,080	6,175	6,270
Coe's Landing Park	347201	23,642	20,235	61,300	58,235	58,474	58,834	59,072	59,310
Animal Control Education	351310	365	-	-	-	-	-	-	-
Pool Interest Allocation	361111	15,143	21,280	37,118	35,262	35,262	35,262	35,262	35,262
Net Incr(decr) In Fmv Of Investment	361300	(555)	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	12	-	-	-	-	-	-	-
Contributions And Donations	366000	1,250	-	4,000	3,800	3,800	3,800	3,800	3,800
Other Miscellaneous Revenue	369900	625	-	-	-	-	-	-	-
Transfer From Fund 126	381126	608,545	455,629	908,760	908,760	277,016	-	21,061	61,682
Appropriated Fund Balance	399900	-	-	1,224,459	1,224,459	1,224,459	-	-	-
<b>Total Revenues</b>		<b>6,408,511</b>	<b>6,264,309</b>	<b>8,629,727</b>	<b>8,304,902</b>	<b>8,036,713</b>	<b>6,654,672</b>	<b>6,798,932</b>	<b>6,964,666</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Animal Control	201-562	1,073,428	1,273,340	1,570,911	1,570,911	1,606,485	1,651,263	1,698,082	1,747,048
Parks and Recreation Services	436-572	2,489,377	2,715,422	2,794,911	2,794,911	2,870,819	2,904,976	2,940,165	2,976,398
MIS Automation - Animal Control	470-562	660	710	710	710	710	710	710	710
MIS Automation - Parks and Recreation	470-572	540	335	2,940	2,940	2,940	2,940	2,940	2,940
Municipal Services - Risk	495-572	65,753	67,325	32,813	32,813	32,813	32,813	32,813	32,813
Indirect Costs - Municipal Services (Animal Control)	499-562	116,983	90,000	92,000	92,000	94,760	97,603	100,531	103,547
Indirect Costs - Municipal Services (Parks & Recreation)	499-572	464,947	520,000	497,000	497,000	511,910	527,267	543,085	559,378
Payment to City- Parks & Recreation	838-572	1,169,944	1,171,893	1,271,502	1,271,502	1,338,842	1,381,877	1,440,606	1,501,832
Transfers	950-581	626,616	326,384	2,002,115	2,002,115	1,537,434	-	-	-
Budgeted Reserves - Municipal Service	990-599	-	40,000	40,000	40,000	40,000	55,223	40,000	40,000
<b>Total Appropriations</b>		<b>6,008,248</b>	<b>6,205,409</b>	<b>8,304,902</b>	<b>8,304,902</b>	<b>8,036,713</b>	<b>6,654,672</b>	<b>6,798,932</b>	<b>6,964,666</b>
<b>Revenues Less Appropriations</b>		<b>400,263</b>	<b>58,900</b>	<b>324,825</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

In FY14, this fund began to see reduced revenue when the City of Tallahassee overpaid the County \$2.1 million in electric Public Service Tax due to an over remittance error. The utility revenue will repay the overpayment until FY16. The decline in revenue has caused a decrease in the transfer of funding for Capital Projects.

Leon County Fiscal Year 2016 Tentative Budget

Fire Rescue Services (145)

Fund Type: Special Revenue

The Fire Services Fund is a special revenue fund established in FY 2010 as a method to fund fire protection services in the unincorporated area of Leon County. The funding is derived from a fire service fee levied on single-family, commercial and governmental properties in the unincorporated area of the County. Homes are charged a flat rate, and commercial and governmental properties pay per square foot. Square footage associated with the worship area of a church is excluded from the fee. In addition, the County provides support to the Volunteer Fire Departments.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Fire Service Fee	325201	5,516,297	5,141,646	5,175,645	4,916,863	4,916,863	5,775,158	5,775,158	5,775,158
Fire Service Fee	325202	1,659,976	1,736,964	1,991,367	1,891,799	1,891,799	2,257,964	2,257,964	2,257,964
Delinquent Fees	325203	11,941	-	-	-	-	-	-	-
Pool Interest Allocation	361111	11,583	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(122)	-	-	-	-	-	-	-
Transfer From Fund 140	381140	-	-	1,224,459	1,224,459	1,224,459	-	-	-
<b>Total Revenues</b>		<b>7,199,675</b>	<b>6,878,610</b>	<b>8,391,472</b>	<b>8,033,121</b>	<b>8,033,121</b>	<b>8,033,122</b>	<b>8,033,122</b>	<b>8,033,122</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
VFD Fire Services - Risk	495-552	-	-	33,277	33,277	33,277	33,277	33,277	33,277
Indirect Costs - Fire Services	499-522	-	50,000	20,000	20,000	20,600	21,218	21,855	22,510
Tax Collector	513-586	33,460	33,361	33,695	33,695	34,033	34,373	34,373	34,373
Fire Services Payment	838-522	6,671,716	6,312,770	7,463,670	7,463,670	7,462,732	7,461,775	7,461,138	7,460,483
Volunteer Fire Department	843-522	217,749	482,479	482,479	482,479	482,479	482,479	482,479	482,479
<b>Total Appropriations</b>		<b>6,922,924</b>	<b>6,878,610</b>	<b>8,033,121</b>	<b>8,033,121</b>	<b>8,033,121</b>	<b>8,033,122</b>	<b>8,033,122</b>	<b>8,033,122</b>
<b>Revenues Less Appropriations</b>		<b>276,751</b>	<b>-</b>	<b>358,351</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

In FY10, the Board approved placing this assessment on the tax bill for property owners who did not pay the fee via the established billing system. Direct billing by the City of Tallahassee is still the primary source for the collection of this fee. At the May 12, 2015 meeting, the Board approved implementing the new fire fee rates as recommended in the new fire study. The Board then reduced the fees for the unincorporated area, by 15% for FY16 & FY17. The full rate will become effective October 1, 2017(FY18). In order to pay the City of Tallahassee the reduced rate provided to the unincorporated area, the Board appropriated \$1.224 million in FY16 from appropriate unincorporated general revenue fund balances. The Board will appropriate this same amount in FY17.

Leon County Fiscal Year 2016 Tentative Budget

Tourism Development (160)

Fund Type: Special Revenue

The Tourist Development Fund is a special revenue fund established as the repository for the collection of the 5% Local Option Tourist Development Tax on transient lodging sales in Leon County (bed tax). The Tourist Development Council administers the expenditure of these revenues, as limited by law, to tourist development initiatives. Annual reserves for contingencies are supported by available fund balance. This amount will be determined on an annual basis as part of the budget process.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Tourist Development (3-3/4 Cents)	312100	3,582,476	3,593,850	3,637,500	3,455,625	3,523,313	3,594,563	3,665,813	3,740,625
Tourist Development (1-1/4 Cents)	312110	895,614	898,463	1,212,500	1,151,875	1,174,438	1,198,188	1,221,938	1,246,875
Pool Interest Allocation	361111	33,441	44,935	59,700	56,715	56,715	56,715	56,715	56,715
Net Incr(decr) In Fmv Of Investment	361300	(872)	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	241	-	-	-	-	-	-	-
Rents And Royalties	362000	10,200	10,200	10,200	10,200	10,200	10,200	10,200	10,200
Merchandise Sales	365000	2,663	5,000	4,000	4,000	4,000	4,000	4,000	4,000
Other Contributions	366930	1,600	3,600	3,000	3,000	3,000	3,000	3,000	3,000
Refund Of Prior Year Expenses	369300	5,866	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	2,052	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	495,179	177,815	177,815	140,926	6,327	106,060	6,327
<b>Total Revenues</b>		<b>4,533,281</b>	<b>5,051,227</b>	<b>5,104,715</b>	<b>4,859,230</b>	<b>4,912,592</b>	<b>4,872,993</b>	<b>5,067,726</b>	<b>5,067,742</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Elevator Generator Upgrade	086037-552	-	-	-	-	-	-	300,000	-
Welcome Center Roof Replacement	086065-552	7,182	80,000	-	-	-	-	-	-
Administration	301-552	531,006	536,133	533,944	533,944	542,444	551,346	560,522	569,984
Advertising	302-552	1,002,697	960,000	1,083,786	1,083,786	1,083,786	1,083,786	1,083,786	1,083,786
Marketing	303-552	1,108,387	1,357,891	1,338,469	1,338,469	1,354,938	1,371,903	1,289,375	1,307,371
Special Projects	304-552	130,349	340,000	340,000	340,000	340,000	340,000	340,000	340,000
1 Cent Expenses	305-552	263,038	898,462	-	-	-	-	-	-
MIS Automation - Tourism Development	470-552	8,560	8,815	8,820	8,820	8,820	8,820	8,820	8,820
Tourism Development - Risk	495-552	6,916	6,987	6,760	6,760	6,760	6,760	6,760	6,760
Indirect Costs - Tourism Development	499-552	115,908	154,000	189,000	189,000	194,670	200,510	206,525	212,721
Council on Culture & Arts (COCA)	888-573	504,500	504,500	1,151,875	1,151,875	1,174,438	1,198,188	1,221,938	1,246,875
Line Item - Special Events	888-574	84,500	-	-	-	-	-	-	-
Transfers	950-581	163,451	163,451	156,576	156,576	156,736	-	-	-
Budgeted Reserves - Tourism Development	990-599	-	40,988	50,000	50,000	50,000	111,680	50,000	291,425
<b>Total Appropriations</b>		<b>3,926,494</b>	<b>5,051,227</b>	<b>4,859,230</b>	<b>4,859,230</b>	<b>4,912,592</b>	<b>4,872,993</b>	<b>5,067,726</b>	<b>5,067,742</b>
<b>Revenues Less Appropriations</b>		<b>606,787</b>	<b>-</b>	<b>245,485</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

For FY16, estimated revenue per penny is anticipated to increase from \$898,462 per penny in FY16 to \$921,500. Funding for FY16 reflects the new distribution of the pennies subsequent to the elimination of the one-cent funding for the Performing Arts Center. Under the new funding arrangement, one cent is allocated to Council on Cultural Arts (COCA) for the regranting to cultural organizations. In addition, over the next 5 years ¼ cent will support the COCA capital grant program.

Leon County Fiscal Year 2016 Tentative Budget

Housing Finance Authority (161)

Fund Type: Special Revenue

The Housing Finance Authority Fund is a special revenue fund established as the repository for the collection of issuer fees that are deposited when single family revenue bonds are placed on the open market for purchase by banks pursuant to Florida Statute Chapter 159 and Leon County Ordinance. Expenditures are limited to single family mortgage loans.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Marketing Installment Fee	337500	-	-	10,000	10,000	10,000	10,000	10,000	10,000
Project Fees	345125	-	29,925	31,200	29,640	29,355	29,070	28,785	28,500
SHIP Recaptured Revenue	345150	44,971	-	-	-	-	-	-	-
Pool Interest Allocation	361111	3,819	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	38,000	49,720	49,720	50,005	50,290	50,575	50,860
<b>Total Revenues</b>		<b>48,790</b>	<b>67,925</b>	<b>90,920</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Housing Finance Authority	808-554	136,891	67,925	89,360	89,360	89,360	89,360	89,360	89,360
<b>Total Appropriations</b>		<b>136,891</b>	<b>67,925</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>	<b>89,360</b>
<b>Revenues Less Appropriations</b>		<b>(88,102)</b>	<b>-</b>	<b>1,560</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

County Accepted Roadways and Drainage Systems Program (162)

Fund Type: Special Revenue

The County Accepted Roadways and Drainage Systems Program (CARDS) Fund is a special revenue fund established to account for the repayment of special assessments associated with the County's CARDS program (formerly the 2/3 2/3's paving program). The revenue received into this fund is collected as a non-ad valorem special assessment on the annual tax bill. These revenues are repaying the County for loans utilized to construct special assessment paving projects. The revenues are annually transferred to the Capital Projects Fund (305). Prior to FY 2002, each road project had a discrete fund for the repayments to be accounted. The County's finance system (Banner) is currently tracking each individual parcel's obligation as a discrete account negating the need for individual funds.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	5,524	10,735	6,600	6,270	6,270	6,270	6,270	6,270
Net Incr(decr) In Fmv Of Investment	361300	(702)	-	-	-	-	-	-	-
Other Interest Earnings	361390	86,001	66,182	52,529	49,903	30,932	23,917	19,295	15,829
Special Assessments	363000	317,490	236,990	241,363	229,295	136,639	130,897	116,083	102,289
<b>Total Revenues</b>		<b>408,313</b>	<b>313,907</b>	<b>300,493</b>	<b>285,468</b>	<b>173,841</b>	<b>161,084</b>	<b>141,648</b>	<b>124,388</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Tax Collector	513-586	6,183	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Transfers	950-581	1,332,800	308,407	279,968	279,968	168,341	155,584	136,148	118,888
<b>Total Appropriations</b>		<b>1,338,983</b>	<b>313,907</b>	<b>285,468</b>	<b>285,468</b>	<b>173,841</b>	<b>161,084</b>	<b>141,648</b>	<b>124,388</b>
<b>Revenues Less Appropriations</b>		<b>(930,670)</b>	<b>-</b>	<b>15,025</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

FY16 fund transfers previously transferred to the general capital expenditures fund were transferred to the General Fund as part of the budget balancing strategy for these two fiscal years.

Leon County Fiscal Year 2016 Tentative Budget

Special Assessment - Killlearn Lakes Units I and II Sewer (164)

Fund Type: Special Revenue

This Special Assessment Fund was established to account for revenues and expenditures associated with of the special assessment levied on property owners in Killlearn Lakes Units I and II to pay for the costs associated with maintaining the new City of Tallahassee sewer service distribution system completed in October 2006. The assessment is collected and remitted to the City of Tallahassee in accordance with an interlocal agreement with the City of Tallahassee. The charge levied to each parcel within Units I and II is \$179.43.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	948	-	-	-	-	-	-	-
Special Assessment - Killlearn Lakes Sewer	363230	228,763	237,500	250,000	237,500	237,500	237,500	237,500	237,500
<b>Total Revenues</b>		<b>229,711</b>	<b>237,500</b>	<b>250,000</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Tax Collector	513-586	4,497	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Sewer Services Killlearn Lakes Units I and II	838-535	224,265	232,500	232,500	232,500	232,500	232,500	232,500	232,500
<b>Total Appropriations</b>		<b>228,762</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>
<b>Revenues Less Appropriations</b>		<b>949</b>	<b>-</b>	<b>12,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Bank of America Building Operations (165)

Fund Type: Special Revenue

On June 26, 2003, the Board of County Commissioners purchased the Bank of America Building on Calhoun Street. The operating fund will be used to facilitate and account for the ongoing operations of this building. In FY 2004 and for a predetermined future period, revenues associated with this fund will primarily be generated by the remaining leases associated with the current tenants of the building. Expenses associated with this fund are comprised of necessities required in the upkeep, maintenance, and management of the facility. Revenue from this fund is transferred to the associated debt service fund to pay the existing debt service for the bonds issued to purchase the building.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Parking Facilities	344500	93,735	112,186	110,800	105,260	105,450	105,450	105,450	98,515
Pool Interest Allocation	361111	11,523	13,015	12,200	11,590	11,590	11,590	11,590	11,590
Net Incr(decr) In Fmv Of Investment	361300	(359)	-	-	-	-	-	-	-
Rents And Royalties	362000	1,485,108	1,448,258	1,491,800	1,491,800	1,522,600	1,548,200	1,575,000	1,535,100
Appropriated Fund Balance	399900	-	-	565,383	565,383	-	-	-	-
<b>Total Revenues</b>		<b>1,590,007</b>	<b>1,573,459</b>	<b>2,180,183</b>	<b>2,174,033</b>	<b>1,639,640</b>	<b>1,665,240</b>	<b>1,692,040</b>	<b>1,645,205</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Bank of America Building Acquisition/Renovations	086025-519	781,673	545,000	930,000	930,000	150,000	770,000	570,000	50,000
Bank of America	154-519	(683,886)	694,707	747,397	747,397	757,072	767,037	777,300	784,656
Bank of America	154-711	323,838	-	-	-	-	-	-	-
Bank of America	154-712	829,323	-	-	-	-	-	-	-
Bank of America - Risk	495-519	37,823	38,213	38,524	38,524	38,524	38,524	38,524	38,524
Indirect Costs - Bank of America	499-519	17,064	22,000	22,000	22,000	22,660	23,340	24,040	24,761
Transfers	950-581	434,540	199,715	436,112	436,112	435,598	-	-	-
Budgeted Reserves - BOA Building (Operating)	990-599	-	73,824	-	-	235,786	66,339	282,176	747,264
<b>Total Appropriations</b>		<b>1,740,376</b>	<b>1,573,459</b>	<b>2,174,033</b>	<b>2,174,033</b>	<b>1,639,640</b>	<b>1,665,240</b>	<b>1,692,040</b>	<b>1,645,205</b>
<b>Revenues Less Appropriations</b>		<b>(150,369)</b>	<b>-</b>	<b>6,150</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

For FY16 through FY19, funding is allocated for renovations, mechanical and electrical upgrades and safety improvements at the Leon County Courthouse Annex. Improvements include replacing air handlers and remodeling bathrooms, converting second floor office space and replacing information technology cabling. Specific project details are located in the Capital Improvements Project Section. In FY16, BluePrint 2000 will be relocating their offices to the BOA Building in space formally occupied by the Clerk of Court. BluePrint 2000 will pay for the cost of the renovations through the life of the lease.

Leon County Fiscal Year 2016 Tentative Budget

Huntington Oaks Plaza (166)

Fund Type: Special Revenue

This fund was established to maintain accounting for the maintenance of the Huntington Oaks Plaza purchased by the County in FY10 for the expansion of the Lake Jackson store front library and the construction of community room. Revenue from this fund is derived from lease payments from space rentals for use in maintaining the property.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	417	-	-	-	-	-	-	-
Rents And Royalties	362000	208,912	200,000	212,800	212,800	206,800	196,800	199,000	152,037
Appropriated Fund Balance	399900	-	197	38,860	38,860	44,950	55,043	52,938	-
<b>Total Revenues</b>		<b>209,329</b>	<b>200,197</b>	<b>251,660</b>	<b>251,660</b>	<b>251,750</b>	<b>251,843</b>	<b>251,938</b>	<b>152,037</b>
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Huntington Oaks Plaza Bldg Improvement	083002-519	77,681	50,000	100,000	100,000	100,000	100,000	100,000	-
Huntington Oaks Plaza Operating	155-519	50,486	134,425	134,425	134,425	134,425	134,425	134,425	134,425
Huntington Oaks - Risk	495-519	7,784	13,772	14,235	14,235	14,235	14,235	14,235	14,235
Indirect Costs - Huntington Oaks Plaza	499-519	1,781	2,000	3,000	3,000	3,090	3,183	3,278	3,377
<b>Total Appropriations</b>		<b>137,732</b>	<b>200,197</b>	<b>251,660</b>	<b>251,660</b>	<b>251,750</b>	<b>251,843</b>	<b>251,938</b>	<b>152,037</b>
<b>Revenues Less Appropriations</b>		<b>71,597</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Bond Series 2012A & 2012B (211)

Fund Type: Debt Service

The Bond Series 2012A & 2012B Fund is a debt service fund established to account for the debt service associated with the Capital Improvement Revenue Bonds Series 2012A (Tax Exempt) and 2012B (Taxable). These bonds were issued to fund the acquisition of the Bank of America building and for major repairs and renovations to the existing County Courthouse facility. (This fund was changed from Bond Series 2003A & 2003B due to refinancing of the Bond with a bank loan in 2012).

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfer From Fund 126	381126	144,847	66,572	145,371	145,371	145,200	1,769,012	1,769,754	1,769,518
Transfer From Fund 165	381165	434,540	199,715	436,112	436,112	435,598	5,307,034	5,309,262	5,308,555
Appropriated Fund Balance	399900	-	314,793	-	-	-	-	-	-
<b>Total Revenues</b>		<b>579,387</b>	<b>581,080</b>	<b>581,483</b>	<b>581,483</b>	<b>580,798</b>	<b>7,076,046</b>	<b>7,079,016</b>	<b>7,078,073</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Bond Series 2012A (Tax Exempt)	975-582	136,406	136,706	136,706	136,706	136,706	136,706	1,441,706	7,078,073
Bond Series 2012B (Taxable)	976-582	442,945	444,374	444,777	444,777	444,092	6,939,340	5,637,310	-
<b>Total Appropriations</b>		<b>579,350</b>	<b>581,080</b>	<b>581,483</b>	<b>581,483</b>	<b>580,798</b>	<b>7,076,046</b>	<b>7,079,016</b>	<b>7,078,073</b>
<b>Revenues Less Appropriations</b>		<b>37</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

Savings associated with the FY13 refinancing with a bank loan saved the County a total of \$2.6 million for the refinancing period.

Leon County Fiscal Year 2016 Tentative Budget

Bond Series 2011 (216)

Fund Type: Debt Service

The Bond Series 1998B Fund is a debt service fund established to account for the debt service associated with the Capital Improvement Revenue Refunding Bond Series 1998B. This bond was issued to refund the Library Bond Series 1991, which was originally issued to finance various capital projects including the construction of a public library and improvements to the County owned solid waste management facility. This bond refunded during FY 2011 at a rate of 1.15%, which provides savings of \$390,000 over the life of the refinancing and be fully paid by FY 2013.

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfers	950-581	254,981	-	-	-	-	-	-	-
<b>Total Appropriations</b>		254,981	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(254,981)	-	-	-	-	-	-	-

Notes:

Final payment of refinancing was paid in FY13 and this fund was closed in FY14.

Leon County Fiscal Year 2016 Tentative Budget

Bond Series 2005 (220)

Fund Type: Debt Service

The Bond Series 2005 Fund is a debt service fund established to account for the debt service associated with the Capital Improvement Revenue Refunding Bond Series 2005. This bond was issued to fully refund the Parks and Recreation Bond Series 1998A, a portion of the Stormwater Bond Series 1997 and a portion of the Capital Improvement Revenue Bond Series 1999. This bond was also issued to fund the relocation of the Growth and Environmental Management facility, the construction of a public library and renovations to the County Courthouse building. The non-taxable portion of these bonds were refinanced in July 2014 with a bank loan. This bank loan is accounted for in Fund 222.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfer From Fund 001	381001	416,804	416,004	272,208	272,208	398,913	-	-	-
Transfer From Fund 126	381126	7,063,335	6,340,711	6,074,012	6,074,012	6,080,213	-	-	-
Transfer From Fund 140	381140	326,616	326,384	312,656	312,656	312,975	-	-	-
Transfer From Fund 160	381160	163,451	163,451	156,576	156,576	156,736	-	-	-
Appropriated Fund Balance	399900	-	800	126,298	126,298	-	-	-	-
<b>Total Revenues</b>		<b>7,970,206</b>	<b>7,247,350</b>	<b>6,941,750</b>	<b>6,941,750</b>	<b>6,948,837</b>	<b>-</b>	<b>-</b>	<b>-</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfers	950-581	277,412	-	-	-	-	-	-	-
Bond Series 2005	958-582	7,605,110	7,247,350	6,941,750	6,941,750	6,948,837	-	-	-
<b>Total Appropriations</b>		<b>7,882,522</b>	<b>7,247,350</b>	<b>6,941,750</b>	<b>6,941,750</b>	<b>6,948,837</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>87,684</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The refinancing of the remaining taxable portion of the loan in FY2015 with a bank loan will save the County \$299,958 in FY16, and \$585,711 over the two year life of the refinancing.

Leon County Fiscal Year 2016 Tentative Budget

ESCO Lease (221)

Fund Type: Debt Service

The ESCO Lease Fund is a debt service fund established to account for the debt service associated with the obligations relating to the County's Energy Performance Contract with Energy Systems Group. This lease was entered into to fund the acquisition of various facility improvement measures including lighting upgrades, HVAC systems, an energy management system and water/sewer improvements. These energy efficiency improvements will offset the cost of the lease. Energy Systems Group will pay any balance on the lease not offset by these energy cost savings. The net savings will total approximately \$850,000.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfer From Fund 001	381001	484,514	484,514	484,514	484,514	484,514	484,514	-	-
<b>Total Revenues</b>		484,514	484,514	484,514	484,514	484,514	484,514	-	-
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
ESCO Lease	977-582	484,514	484,514	484,514	484,514	484,514	484,514	-	-
<b>Total Appropriations</b>		484,514	484,514	484,514	484,514	484,514	484,514	-	-
<b>Revenues Less Appropriations</b>		1	-	-	-	-	-	-	-

Leon County Fiscal Year 2016 Tentative Budget

Debt Series 2014 (222)

Fund Type: Debt Service

The Debt Series 2014 Fund is a debt service fund established to account for the debt service associated with the refinancing of the non taxable portion of the Capital Improvement Revenue Refunding Bond Series 2005 with a bank loan. The original bond was issued to fully refund the Parks and Recreation Bond Series 1998A, a portion of the Stormwater Bond Series 1997 and a portion of the Capital Improvement Revenue Bond Series 1999. The remaining taxable portion of this bond is accounted for in Fund 220.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfer From Fund 126	381126	-	558,780	560,672	560,672	561,282	560,785	561,208	560,522
Transfer from Fund 220	381220	277,412	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>277,412</b>	<b>558,780</b>	<b>560,672</b>	<b>560,672</b>	<b>561,282</b>	<b>560,785</b>	<b>561,208</b>	<b>560,522</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
2014 Debt Series	976-582	-	558,780	-	-	-	-	-	-
2014 Debt Series	979-582	277,411	-	560,672	560,672	561,282	560,785	561,208	560,522
<b>Total Appropriations</b>		<b>277,411</b>	<b>558,780</b>	<b>560,672</b>	<b>560,672</b>	<b>561,282</b>	<b>560,785</b>	<b>561,208</b>	<b>560,522</b>
<b>Revenues Less Appropriations</b>		<b>1</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

This fund was established to account for the debt service associated with the refinancing of the non taxable portion of the Capital Improvement Revenue Refunding Bond Series 2005 (Fund 220) with a bank loan. This financing will save \$170,000 per year or \$1.8 million over the life of the loan.

Leon County Fiscal Year 2016 Tentative Budget

Capital Improvements (305)

Fund Type: Capital Projects

The Capital Improvements Fund is a capital project fund established in support of the County's Capital Improvement Program. A major revenue source of the Capital Improvement Fund is a transfer from general revenue dollars. The fund is used to account for resources and expenditures associated with the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by Proprietary Funds.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	141,833	133,000	111,100	105,545	105,545	105,545	105,545	105,545
Net Incr(decr) In Fmv Of Investment	361300	(4,180)	-	-	-	-	-	-	-
Transfer From Fund 001	381001	-	1,033,500	1,535,000	1,535,000	2,961,013	3,562,130	5,092,981	5,582,899
Transfer From Fund 106	381106	2,000,000	-	-	-	-	-	-	-
Transfer From Fund 110	381110	1,000,000	-	-	-	-	-	-	-
Transfer From Fund 120	381120	-	-	91,000	91,000	-	-	-	-
Transfer From Fund 123	381123	-	74,334	-	-	-	-	-	-
Transfer From Fund 126	381126	4,500,000	-	-	-	-	-	-	-
Transfer From Fund 140	381140	300,000	-	465,000	465,000	-	-	-	-
Transfer From Fund 162	381162	1,182,800	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	4,917,546	4,302,489	4,302,489	6,395,872	3,184,155	1,027,432	1,696,413
<b>Total Revenues</b>		<b>9,120,453</b>	<b>6,158,380</b>	<b>6,504,589</b>	<b>6,499,034</b>	<b>9,462,430</b>	<b>6,851,830</b>	<b>6,225,958</b>	<b>7,384,857</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
General Vehicle & Equipment Replacement	026003-519	298,949	396,100	550,000	550,000	410,000	420,000	555,000	390,000
Stormwater Vehicle & Equipment Replacement	026004-538	215,615	624,000	391,000	391,000	390,000	470,000	520,000	500,000
Fleet Management Shop Equipment	026010-519	33,994	-	50,000	50,000	50,000	25,000	25,000	25,000
General Government New Vehicle Requests	026018-519	-	-	20,500	20,500	-	-	-	-
Woodville Community Park	041002-572	-	500,000	-	-	-	-	-	-
Fort Braden Community Park	042005-572	48,583	-	-	-	-	-	-	-
J. Lee Vause Park	043001-572	-	-	61,850	61,850	96,800	-	-	-
Fred George Park	043007-572	24,400	-	110,000	110,000	-	-	75,000	-
Okeehoopkee Prairie Park	043008-572	-	50,000	-	-	-	-	-	-
Stoneler Road Park Improvements	043010-572	109,389	-	-	-	-	-	-	-
Northeast Community Park	044001-572	344,594	-	-	-	-	-	-	-
Miccosukee Park	044002-572	501,748	-	-	-	-	-	-	-
Miccosukee Greenway	044003-572	-	200,000	50,000	50,000	100,000	100,000	100,000	100,000
Miccosukee Community Center	044005-572	-	-	15,000	15,000	-	-	-	-
Apalachee Parkway Regional Park	045001-572	475,839	150,000	250,000	-	600,000	200,000	200,000	200,000
J.R. Alford Greenway	045004-572	-	-	15,000	15,000	66,200	-	-	-
Pedrick Road Pond Walking Trail	045007-572	41,629	-	-	-	-	-	-	-
Parks Capital Maintenance	046001-572	690,851	400,000	900,000	-	910,000	300,000	300,000	300,000
Playground Equipment Replacement	046006-572	122,238	130,000	130,000	130,000	-	130,000	-	130,000
New Vehicles and Equipment for Parks/Greenways	046007-572	16,628	23,000	222,000	222,000	-	-	-	-
Greenways Capital Maintenance	046009-572	186,231	202,000	238,000	238,000	257,000	257,000	275,000	275,000
Stormwater and Transportation Improvements	056010-541	1,837,851	-	-	-	-	-	-	-
Killearn Lake Plantation Stormwater	064006-538	125,633	-	-	-	-	-	-	-
TMDL Compliance Activities	066004-538	-	-	100,000	100,000	-	100,000	-	-
Stormwater Maintenance Filter Replacement	066026-538	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Stormwater Maintenance Filter Replacement	066026-562	51,635	-	-	-	-	-	-	-
Financial Hardware and Software	076001-519	-	32,000	100,000	100,000	-	-	-	-
Data Wiring	076003-519	17,465	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Digital Phone System	076004-519	431,757	100,000	76,000	76,000	25,000	25,000	25,000	25,000
Supervisor of Elections Technology	076005-519	30,000	76,000	70,800	70,800	25,000	25,000	25,000	25,000
File Server Maintenance	076008-519	401,195	375,000	375,000	375,000	375,000	375,000	375,000	375,000

Leon County Fiscal Year 2016 Tentative Budget

Capital Improvements (305)

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Geographic Information Systems	076009-539	152,599	238,280	238,280	238,280	238,280	238,280	238,280	238,280
Library Services Technology	076011-571	34,405	47,500	80,000	80,000	30,000	30,000	30,000	30,000
Permit & Enforcement Tracking System	076015-537	9,025	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Network Backbone Upgrade	076018-519	79,316	80,000	180,000	180,000	150,000	150,000	150,000	150,000
Technology In Chambers	076022-519	156,679	-	-	-	-	-	-	-
Courtroom Technology	076023-519	-	100,000	100,000	100,000	50,000	50,000	50,000	50,000
Courtroom Technology	076023-713	43,301	-	-	-	-	-	-	-
User Computer Upgrades	076024-519	247,887	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Work Order Management	076042-519	19,474	35,000	20,000	20,000	20,000	20,000	20,000	20,000
State Attorney Technology	076047-519	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000
State Attorney Technology	076047-713	41,070	-	-	-	-	-	-	-
Public Defender Technology	076051-519	-	55,000	82,300	82,300	30,000	30,000	30,000	30,000
Public Defender Technology	076051-713	25,000	-	-	-	-	-	-	-
Geographic Information Systems Incremental Basemap Update	076060-539	298,500	298,500	298,500	298,500	298,500	298,500	298,500	298,500
Records Management	076061-519	57,639	50,000	50,000	50,000	-	50,000	-	50,000
E-Filing System for Court Documents	076063-519	-	-	-	-	63,000	63,000	63,000	63,000
E-Filing System for Court Documents	076063-713	11,981	-	-	-	-	-	-	-
MIS Data Center and Elevator Room Halon System	076064-519	-	-	106,200	-	-	-	-	-
Fort Braden Renovations	082003-572	-	25,000	-	-	-	-	-	-
Lake Jackson Library	083001-571	182,394	-	-	-	-	-	-	-
Huntington Oaks Plaza Renovations	083002-519	-	-	50,000	50,000	50,000	90,000	50,000	50,000
Courtroom Minor Renovations	086007-519	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Architectural & Engineering Services	086011-519	25,412	80,000	80,000	80,000	80,000	60,000	60,000	60,000
Courthouse Security	086016-519	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Courthouse Security	086016-712	13,068	-	-	-	-	-	-	-
Common Area Furnishings	086017-519	16,058	30,000	30,000	30,000	30,000	30,000	30,000	25,000
Jail Renovations	086021-523	-	-	945,100	-	-	-	-	-
Courthouse Repairs	086024-519	129,081	170,000	511,000	511,000	340,400	235,000	115,000	115,000
Bank of America Building Acquisition/Renovations	086025-519	64,378	-	-	-	-	-	-	-
Courthouse Renovations	086027-519	-	408,000	99,600	205,800	-	-	-	-
Courthouse Renovations	086027-712	45,404	-	-	-	-	-	-	-
Agriculture Center Renovations	086030-519	-	75,000	-	-	-	-	-	-
Jail Roof Replacement	086031-523	-	-	-	-	1,285,900	1,000,000	-	-
Parking Lot Maintenance	086033-519	279,475	66,000	112,000	112,000	86,000	16,000	16,000	16,000
Elevator Generator Upgrades	086037-519	317,219	-	550,000	-	250,000	350,000	-	-
Energy & Resource Conservation Improvements	086041-519	131,418	-	-	-	-	-	-	-
Sheriff Heliport Building Construction	086042-523	119,525	-	-	-	-	-	-	-
Health Department HVAC	086052-562	-	-	190,800	-	-	-	-	-
Main Library Improvements	086053-571	55,281	92,000	269,200	269,200	300,000	200,000	25,000	25,000
Centralized Storage Facility	086054-519	34,707	-	50,000	50,000	50,000	50,000	50,000	50,000
Branch Library Expansions	086055-571	-	-	20,000	20,000	20,000	-	20,000	-
General County Maintenance and Minor Renovations	086057-519	-	125,000	165,000	165,000	190,000	115,000	25,000	25,000
Community Services Building Roof Replacement	086062-519	27,485	200,000	-	-	-	-	-	-
Air Conditioning Unit Replacements	086064-519	-	40,000	65,704	65,704	36,000	36,000	-	-
Pre-Fabricated Buildings	086066-572	-	-	61,100	61,100	62,600	55,300	-	-
Medical Examiner Facility	086067-527	12,175	-	236,400	-	1,561,750	322,750	-	-
Lake Jackson Town Center Sense of Place	086068-519	-	50,000	-	-	-	-	-	-
Business Incubator Facility	086069-552	240,279	-	-	-	-	-	-	-
Fleet Management Shop Improvements	086071-519	-	50,000	-	-	-	-	-	-

Leon County Fiscal Year 2016 Tentative Budget

Capital Improvements (305)

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Amtrak Building Renovations	086073-519	-	-	280,000	280,000	-	-	-	-
SOE Space Consolidation	086074-519	-	-	412,500	-	-	-	-	-
Emergency Medical Services Facility	096008-526	384,615	-	-	-	-	-	-	-
Election Equipment	096015-513	2,225,038	-	-	-	-	-	-	-
Public Safety Complex	096016-529	1,268,087	-	300,000	300,000	300,000	300,000	300,000	300,000
Voting Equipment Replacement	096028-513	-	-	50,000	50,000	50,000	50,000	50,000	50,000
Orange Avenue Fence Replacement	096029-519	-	-	40,000	40,000	-	-	-	-
Transfers	950-581	589,752	-	-	-	-	-	-	-
Capital Improvements	990-599	-	-	-	-	-	-	1,545,178	2,809,077
<b>Total Appropriations</b>		<b>13,343,951</b>	<b>6,158,380</b>	<b>9,983,834</b>	<b>6,499,034</b>	<b>9,462,430</b>	<b>6,851,830</b>	<b>6,225,958</b>	<b>7,384,857</b>
<b>Revenues Less Appropriations</b>		<b>(4,223,498)</b>	<b>-</b>	<b>(3,479,245)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The majority of FY16 Capital Improvement Plan is related to the maintenance of existing infrastructure, purchase of replacement vehicles and equipment, information technology upgrades, and limited resources committed to new construction or facility improvements. In FY 13 and FY14, to assist with balancing the budgets, the Board did not transfer recurring general revenue dollars to support the capital program. To make up these previous actions, the Board approved a "fund sweep" of extra general revenue reserves in the amount of \$8.8 million during FY14. In FY15, for the first time in two year, the budget includes transferring recurring revenue to the capital program. For FY16, the budget doubles the amount and transferred \$2 million in reoccurring revenue. The out year budgets show additional general revenue support of \$2.9 million for FY17, \$3.5 million for FY18, \$5 million for FY19, and \$5.5 million in FY20.

Leon County Fiscal Year 2016 Tentative Budget

Transportation Improvements (306)

Fund Type: Capital Projects

The Transportation Improvement Fund is a capital project fund established to account for transportation related capital projects.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Miccosukee Road-DOT Reimbursement	331411	187,719	-	-	-	-	-	-	-
DOT-Reimbursement Route 27	343913	-	-	-	-	-	430,000	-	-
Pool Interest Allocation	361111	16,618	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(573)	-	-	-	-	-	-	-
Transfer From Fund 106	381106	1,831,200	2,699,825	2,695,650	2,695,650	3,033,425	2,379,675	5,118,400	2,899,125
<b>Total Revenues</b>		<b>2,034,964</b>	<b>2,699,825</b>	<b>2,695,650</b>	<b>2,695,650</b>	<b>3,033,425</b>	<b>2,809,675</b>	<b>5,118,400</b>	<b>2,899,125</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Public Works Vehicle & Equipment Replacement	026005-541	509,758	589,000	419,000	419,000	550,000	475,000	750,000	640,000
Arterial & Collector Roads Pavement Markings	026015-541	133,331	135,200	135,200	135,200	135,200	135,200	135,200	135,200
Old Bainbridge Road Safety Improvements	053007-541	-	-	154,000	-	168,000	50,000	1,374,000	-
Bannerman Road	054003-541	-	750,000	-	-	-	-	-	-
Baum Road Drainage Improvement	054011-541	-	-	-	-	-	155,000	750,000	-
Miccosukee Road Safety Improvements	055009-541	217,114	-	-	-	-	-	-	-
Florida Department of Transportation Permitting Fees	056007-541	2,033	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Stormwater and Transportation Improvements	056010-541	18,660	500,000	600,000	600,000	600,000	400,000	500,000	500,000
Public Works Design and Engineering Services	056011-541	21,846	60,000	75,000	75,000	100,000	100,000	100,000	100,000
Sidewalk Program	056013-541	648,085	615,625	1,416,450	1,416,450	1,430,225	1,444,475	1,459,200	1,473,925
Bradfordville Pond 4 Outfall Stabilization	064005-538	614,589	-	-	-	-	-	-	-
Baum Road Drainage Improvements	064010-541	-	-	75,000	-	-	-	-	-
Crump Road Drainage Improvement	065005-541	-	-	425,000	-	-	-	-	-
<b>Total Appropriations</b>		<b>2,165,415</b>	<b>2,699,825</b>	<b>3,349,650</b>	<b>2,695,650</b>	<b>3,033,425</b>	<b>2,809,675</b>	<b>5,118,400</b>	<b>2,899,125</b>
<b>Revenues Less Appropriations</b>		<b>(130,451)</b>	<b>-</b>	<b>(654,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

In FY14, the Board voted to levy the available additional five cent gas tax. The proceeds from this tax are split evenly with the City of Tallahassee. This gas tax revenue generated an additional \$2 million in FY14. This was based on only nine months of collections due to the proposed ordinance enactment date of January 2014. However, in FY15 collections are anticipated to increase to \$2.7 million for a full 12 month collection cycle. The Board determined that this additional revenue would be split 50/50 to be used for sidewalk projects and to reduce the general revenue transfer to the Transportation Fund. The out years reflect the same 50/50 split between additional funding for capital transportation projects and reduction of the general revenue transfer.

Leon County Fiscal Year 2016 Tentative Budget

Sales Tax (308)

Fund Type: Capital Projects

The Local Option Sales Tax Fund is a capital project fund established in accordance with a 1989 county-wide referendum, and is used to account for resources and expenditures associated with the construction of transportation and jail facility related projects. The Local Government Infrastructure Surtax includes proceeds from a One-Cent Sales Tax on all transactions up to \$5,000. Pursuant to an interlocal agreement with the City of Tallahassee, the revenue generated by the tax will be split between the County and the City. The County's share of the proceeds is equal to 52.84%, and the City's share is equal to 47.16%. The 1989 referendum approved the sales tax levy for a period of fifteen years; however, through a county-wide referendum passed in November 2000, the sales tax was extended for an additional fifteen years (Note: the extended sales tax will be accounted for in Fund 309).

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	78,700	80,750	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(6,475)	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	672,349	-	-	-	-	-	-
<b>Total Revenues</b>		<b>72,225</b>	<b>753,099</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Open Graded Hot Mix Stabilization	026006-541	642,383	600,000	-	-	-	-	-	-
Bannerman Road	054003-541	134,861	-	-	-	-	-	-	-
Beech Ridge Trail Extension	054010-541	84,441	-	-	-	-	-	-	-
Arterial/Collector Resurfacing	056001-541	2,587,091	153,099	-	-	-	-	-	-
Intersection & Safety Improvements	057001-541	926,379	-	-	-	-	-	-	-
Local Road Resurfacing	057005-541	546,800	-	-	-	-	-	-	-
Jail Roof Replacement	086031-523	1,114,412	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>6,036,366</b>	<b>753,099</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>(5,964,141)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The remaining sales tax funds were budgeted in FY15. Funding for the Open Grade Cold Mix Stabilization and Intersection and Safety Improvements have been moved to the Sales Tax Extension Fund 309.

## Leon County Fiscal Year 2016 Tentative Budget

## Sales Tax - Extension (309)

Fund Type: Capital Projects

In November of 2000, Leon County residents approved a referendum extending the imposition of the 1 Cent Local Option Sales Tax beginning in FY 2004 for 15 years. The extension commits 80% of the revenues to Blueprint 2000 projects and will be jointly administered and funded by Leon County and the City of Tallahassee. The remaining 20% will be split evenly between the County and the City. The County's share will be used for various road, stormwater and park improvements. The Blueprint 2000 Joint Participation Agreement Revenue supports County projects funded through the County's share of the \$50 million water quality/flooding funding.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
1 Cent Sales Tax	312600	3,848,059	3,813,300	4,268,000	4,054,600	4,257,900	4,470,700	4,693,950	-
BP2000 JPA Revenue	343916	344,402	1,122,066	2,236,244	2,236,244	1,027,090	744,290	21,040	-
Pool Interest Allocation	361111	59,086	33,535	15,800	15,010	15,010	15,010	15,010	-
Net Incr(decr) In Fmv Of Investment	361300	(2,614)	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>4,248,933</b>	<b>4,968,901</b>	<b>6,520,044</b>	<b>6,305,854</b>	<b>5,300,000</b>	<b>5,230,000</b>	<b>4,730,000</b>	<b>-</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Open Graded Cold Mix Stabilization	026006-541	-	-	600,000	600,000	600,000	600,000	600,000	-
Fred George Park	043007-572	-	-	-	-	500,000	500,000	-	-
Natural Bridge Road	051006-541	944	-	-	-	-	-	-	-
Talpeco Road & Highway 27 North	053005-541	180,277	-	-	-	-	-	-	-
Arterial/Collector Resurfacing	056001-541	-	3,046,901	4,050,000	4,050,000	3,450,000	3,380,000	3,450,000	-
Community Safety & Mobility	056005-541	285,978	750,000	750,000	750,000	750,000	-	680,000	-
Intersection & Safety Improvements	057001-541	-	-	355,854	355,854	-	750,000	-	-
Lake Henrietta Renovation	061001-538	-	40,000	350,000	350,000	-	-	-	-
Lake Munson Restoration	062001-538	625	-	-	-	-	-	-	-
Lakeview Bridge	062002-538	8,034	-	-	-	-	-	-	-
Longwood Outfall Retrofit	062004-538	233	-	-	-	-	-	-	-
Gum Road Target Planning Area	062005-538	1,245	-	-	-	-	-	-	-
Lexington Pond Retrofit	063005-538	247,529	-	-	-	-	-	-	-
Killearn Acres Flood Mitigation	064001-538	20,195	100,000	200,000	200,000	-	-	-	-
Killearn Lakes Plantation Stormwater	064006-538	592,703	750,000	1,000,000	-	-	-	-	-
Lafayette Street Stormwater	065001-538	2,385,579	-	-	-	-	-	-	-
Blue Print 2000 Water Quality Enhancements	067002-538	45,995	282,000	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>3,769,338</b>	<b>4,968,901</b>	<b>7,305,854</b>	<b>6,305,854</b>	<b>5,300,000</b>	<b>5,230,000</b>	<b>4,730,000</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>479,595</b>	<b>-</b>	<b>(785,810)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Notes:

Beginning in FY14, with the depletion of capital reserves in the original sales tax fund (Fund 308), the sales tax extension will begin to assist in funding the Arterial Road Resurfacing, Community Safety and Mobility, Local Road Resurfacing and Intersection Safety and Improvement projects. This fund will be the sole source of funding for these projects in FY17. Additionally, the current 1 Cent Local Option Sales Tax expires in 2019. In November 4, 2014, Leon County residents approved a ballot initiative to extend the sales tax for another 20 years until 2039. Two new funds, 351 & 352 have been established for the new sales tax revenue beginning in 2020 to account for the projects that are programmed for the sales tax extension.

Leon County Fiscal Year 2016 Tentative Budget

Bond Series 2003A & 2003B Construction (311)

Fund Type: Capital Projects

The Bond Series 2003A & 2003B Construction Fund is a capital project fund established by proceeds from the 2003 Series A and B Capital Improvement Revenue Bonds. The fund is used to account for resources and expenditures associated with the acquisition, repair, and renovation of the Bank of America property as well as the renovations and repair of the existing Courthouse facility.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	663	-	-	-	-	-	-	-
<b>Total Revenues</b>		663	-	-	-	-	-	-	-
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Courthouse Repairs	086024-519	153,301	-	-	-	-	-	-	-
<b>Total Appropriations</b>		153,301	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(152,638)	-	-	-	-	-	-	-

Note:

Fund closed in FY14.

Leon County Fiscal Year 2016 Tentative Budget

Bond Series 1999 Construction (318)

Fund Type: Capital Projects

The Bond Series 1999 Construction Fund is a capital project fund established by proceeds from the Series 1999 Capital Improvement Revenue Bond. The fund is used to account for resources and expenditures associated with stormwater and lake projects including: Lafayette Oaks, Lake Munson Restoration, Killlearn Acres, Lake Charles, Cynthia Drive, Lexington Regional SWMF, Rhoden Cove, and Munson Slough. In addition, the bond issued includes funding for a Courthouse Annex. Additional bond proceeds have been identified for other facility improvements.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	2,568	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>2,568</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Okeehoopkee Prairie Park	043008-572	19,837	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>19,837</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>(17,269)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

Fund closed in FY14.

Leon County Fiscal Year 2016 Tentative Budget

Bond Series 2005 Construction (320)

Fund Type: Capital Projects

The Bond Series 2005 Construction Fund is a capital project fund established by proceeds from the 2005 Series Capital Improvement Revenue Bond. The fund is used to account for resources and expenditures associated with the renovations to the County Courthouse building.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	1,884	-	-	-	-	-	-	-
<b>Total Revenues</b>		1,884	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Courthouse Repairs	086024-519	686,047	-	-	-	-	-	-	-
<b>Total Appropriations</b>		686,047	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(684,162)	-	-	-	-	-	-	-

Leon County Fiscal Year 2016 Tentative Budget

ESCO Capital Projects (321)

Fund Type: Capital Projects

The ESCO Capital Projects Fund is a capital project fund established in support of the County's capital improvement program. Major revenue sources of the Capital Improvement Fund include the guaranteed savings in utility costs per the County's agreement with Progress Energy. This fund is used to account for the resources and expenditures associated with acquisition or construction of major facilities improvements relating to the County's Energy Performance Contract.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	112	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	-	20,296	20,296	-	-	-	-
<b>Total Revenues</b>		112	-	20,296	20,296	-	-	-	-

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Air Conditioning Unit Replacements	086064-519	-	-	20,296	20,296	-	-	-	-
<b>Total Appropriations</b>		-	-	20,296	20,296	-	-	-	-
<b>Revenues Less Appropriations</b>		112	-	-	-	-	-	-	-

Notes:

Appropriations in FY16 reflect the remaining fund balance.

Leon County Fiscal Year 2016 Tentative Budget

9-1-1 Capital Projects (330)

Fund Type: Capital Projects

The 9-1-1 Capital Projects Fund was established to support of the capital needs of the emergency communications system. Major revenue sources of the Emergency Communications Fund include proceeds transferred from the 9-1-1 Emergency Communications Fund which includes: wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173; and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with capital projects related to the provision of 9-1-1 emergency services.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	10,591	12,540	13,200	12,540	12,540	12,540	12,540	12,540
Net Incr(decr) In Fmv Of Investment	361300	(174)	-	-	-	-	-	-	-
Transfer From Fund 130	381130	155,914	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>166,331</b>	<b>12,540</b>	<b>13,200</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
911 Capital Projects	990-599	-	12,540	12,540	12,540	12,540	12,540	12,540	12,540
<b>Total Appropriations</b>		<b>-</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>	<b>12,540</b>
<b>Revenues Less Appropriations</b>		<b>166,331</b>	<b>-</b>	<b>660</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

Revenues are collected in the operating fund (Fund 131). Funds not utilized for operating the E-911 System are transferred to the capital fund for future expenditure on capital upgrades at year end.

Leon County Fiscal Year 2016 Tentative Budget

Impact Fee - Countywide Road District (341)

Fund Type: Capital Projects

The Impact Fee - Countywide Road District Fund was established in support of the capital needs for road improvements associated with new development. Major revenue sources of the Countywide Road District Fund included proceeds from impact fees levied upon developers by the Board of County Commissioners. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	11,209	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(294)	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>10,916</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
North Monroe Turn Lane	053003-541	38,074	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>38,074</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>(27,158)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Impact Fee - Northwest Urban Collector (343)

Fund Type: Capital Projects

The Impact Fee - Northwest Urban Collector Fund was established to support the capital needs related to road improvements needed to accommodate new developments. Major revenue sources of the NW Urban Collector Fund include proceeds from impact fees levied upon developers in the corresponding quadrant of the County. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects in the NW quadrant of the County.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	2,371	-	-	-	-	-	-	-
<b>Total Revenues</b>		2,371	-	-	-	-	-	-	-
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pullen Road at Old Bainbridge Road	053002-541	32,225	-	-	-	-	-	-	-
<b>Total Appropriations</b>		32,225	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(29,855)	-	-	-	-	-	-	-

Leon County Fiscal Year 2016 Tentative Budget

Impact Fee - Southeast Urban Collector (344)

Fund Type: Capital Projects

The Impact Fee - Southeast Urban Collector Fund was established to support the capital needs related to road improvements needed to accommodate new developments. Major revenue sources of the SE Urban Collector Fund include proceeds from impact fees levied upon developers in the corresponding quadrant of the County. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects in the SE quadrant of the County.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	678	-	-	-	-	-	-	-
<b>Total Revenues</b>		678	-	-	-	-	-	-	-
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Magnolia Drive & Lafayette Street Intersection	055005-541	62,498	-	-	-	-	-	-	-
<b>Total Appropriations</b>		62,498	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(61,820)	-	-	-	-	-	-	-

Leon County Fiscal Year 2016 Tentative Budget

Sales Tax - Extension 2020 (351)

Fund Type: Capital Projects

In November of 2014, Leon County residents approved a referendum providing a second extension of the 1998 imposed 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, Blueprint 2020 Economic Development Programs, and Liveable Infrastructure For Everyone (L.I.F.E.) projects. The remaining 20% will be split evenly between the County and the City. The County's 10% share, accounted for in the fund, will be used for transportation resurfacing and intersection improvement projects and other statutorily authorized uses approved by the County Commission.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
1 Cent Sales Tax	312600	-	-	-	-	-	-	-	4,928,600
<b>Total Revenues</b>		-	-	-	-	-	-	-	4,928,600
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Open Graded Cold Mix Main/Resurfacing	026006-541	-	-	-	-	-	-	-	600,000
Arterial/Collector/Local Road Resurfacing	056001-541	-	-	-	-	-	-	-	4,328,600
Budgeted Reserves - Sales Tax Extension 2020	990-599	-	-	-	-	-	-	-	-
<b>Total Appropriations</b>		-	-	-	-	-	-	-	4,928,600
<b>Revenues Less Appropriations</b>		-	-	-	-	-	-	-	-

Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extent the current 1 Cent Local Option Sales Tax for another 20 years until 2039. This fund has been established for the new sales tax revenue beginning in 2020.

Leon County Fiscal Year 2016 Tentative Budget

Sales Tax - Extension 2020 JPA Agreement (352)

Fund Type: Capital Projects

In November 2014, Leon County residents approved a referendum providing a second extension of the 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, and will be jointly administered and funded by Leon County and the City of Tallahassee. The Blueprint 2020 Joint Participation Agreement Revenue supports County projects funded through the County's share of the sales tax extension. The BP 2020 JPA revenue, accounted for in the fund, will be used for Economic Development, Greenways Master Plan Implementation, Water Quality and Stormwater, and Liveable Infrastructure For Everyone (L.I.F.E.) projects.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
BP2000 JPA Revenue	343916	-	-	-	-	-	-	-	6,899,000
<b>Total Revenues</b>		-	-	-	-	-	-	-	6,899,000
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
BluePrint 2020 Greenways Masterplan Implementation	046011-572	-	-	-	-	-	-	-	296,300
Blueprint 2020 Sidewalks Project	056014-541	-	-	-	-	-	-	-	937,500
BluePrint 2020 Water Quality and Stormwater	067003-538	-	-	-	-	-	-	-	1,593,750
BluePrint 2020 L.I.F.E.	067004-538	-	-	-	-	-	-	-	567,000
Budgeted Reserves - Sales Tax 2020 JPA Agreement	990-599	-	-	-	-	-	-	-	3,504,450
<b>Total Appropriations</b>		-	-	-	-	-	-	-	6,899,000
<b>Revenues Less Appropriations</b>		-	-	-	-	-	-	-	-

Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extent the current 1 Cent Local Option Sales Tax for another 20 years until 2039. This fund has been established for the new sales tax revenue beginning in 2020. Budget reserves include the Sales Tax Extension allocation for Economic Development and Parks operating costs associated with the new parks funded with the Sales Tax Extension.

Leon County Fiscal Year 2016 Tentative Budget

Solid Waste (401)

Fund Type: Enterprise

The Solid Waste Fund is an enterprise fund established in support of the County's waste management programs. Major revenue sources for the Solid Waste Operations Fund include the Non-Ad Valorem Assessment, and Transfer Station Tipping Fees. The fund is used to account for resources and expenditures related to the operation of the County Solid Waste Management Facility and the provision of the County Waste Management program.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Delinquent Taxes	311200	-	-	9,000	8,550	8,550	8,550	8,550	8,550
Solid Waste	313700	253,137	213,750	249,400	236,930	239,305	241,680	244,150	246,525
Waste Disposal Special Assessment	319150	1,438,958	1,454,260	1,549,200	1,471,740	1,486,465	1,501,285	1,516,295	1,531,495
Delinquent Assessments 2006	319206	138	-	-	-	-	-	-	-
Delinquent Assessments 2007	319207	329	-	-	-	-	-	-	-
Delinquent Taxes 2008	319208	593	-	-	-	-	-	-	-
Delinquent Assesment - 2009	319209	430	-	-	-	-	-	-	-
Delinquent Assessments-2010	319210	1,442	-	-	-	-	-	-	-
Delinquent Assessments-2011	319211	2,987	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	5,329	-	-	-	-	-	-	-
Operating Income - Class I	343410	763,135	590,425	-	-	-	-	-	-
Transfer Station Receipts	343411	5,660,059	5,165,815	5,959,323	5,661,357	5,799,570	5,941,259	6,086,514	6,235,429
Operating Income - Tires	343415	38,877	50,350	41,100	39,045	39,425	39,900	40,280	40,660
Operating Income - Electronics	343416	6,005	36,765	24,100	22,895	23,085	23,370	23,560	32,490
Operating Income - Yard Trash Clean	343417	18,274	22,610	18,400	17,480	17,765	17,955	18,145	18,335
Operating Income - Yard Trash	343418	37,904	54,815	40,200	38,190	38,855	39,425	40,090	40,755
Operating Income - Landfill Yard Trash Bagged	343420	288,096	349,505	278,300	264,385	272,365	280,535	288,895	297,540
Resource Recovery (metals, etc)	343451	199,092	30,115	74,100	70,395	70,395	70,395	70,395	70,395
Hazardous Waste	343453	32,508	11,590	32,800	31,160	31,540	31,825	32,110	32,490
Recycling Promotional Services	343461	-	33,250	35,000	33,250	33,250	33,250	33,250	33,250
Rural Waste Services Center Permit	343462	244,285	261,250	275,000	261,250	261,250	261,250	261,250	261,250
Recyclable Materials	343463	-	117,135	125,000	118,750	120,745	122,740	124,735	126,920
Recycable Metals	343464	-	11,590	12,200	11,590	11,590	11,590	11,590	11,590
Interest Income - Investment	361110	80,230	-	-	-	-	-	-	-
Pool Interest Allocation	361111	47,601	30,590	55,400	52,630	52,630	52,630	52,630	52,630
Net Incr(decr) In Fmv Of Investment	361300	44,906	-	-	-	-	-	-	-
Rents And Royalties	362000	14,156	12,600	12,100	12,100	12,100	12,100	12,100	12,100
Disposition Of Fixed Assets	364000	-	116,850	187,600	178,220	95,000	95,000	95,000	95,000
Other Scrap Or Surplus	365900	2,226	2,850	2,200	2,090	2,090	2,090	2,090	2,090
Other Miscellaneous Revenue	369900	-	4,750	110,000	104,500	104,500	104,500	104,500	104,500
Transfer From Fund 126	381126	910,190	466,822	582,191	582,191	582,191	582,191	582,191	582,191
Appropriated Fund Balance	399900	-	1,052,419	1,023,786	1,023,786	1,140,610	539,779	269,096	175,474
<b>Total Revenues</b>		<b>10,090,889</b>	<b>10,090,106</b>	<b>10,696,400</b>	<b>10,242,484</b>	<b>10,443,276</b>	<b>10,013,299</b>	<b>9,917,416</b>	<b>10,011,659</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Landfill Improvements	036002-534	13,398	50,000	125,000	125,000	100,000	100,000	100,000	100,000
Solid Waste Facility Heavy Equip. & Vehicle Replacement	036003-534	79,397	250,000	406,000	406,000	640,000	350,000	350,000	350,000
Solid Waste Technology	036008-534	69,471	-	-	-	-	-	-	-
Transfer Station Heavy Equip Replacement	036010-534	97,878	100,000	155,000	155,000	545,000	488,000	300,000	300,000
HHW Collection Center	036019-534	-	25,000	47,200	47,200	38,450	-	-	-
Transfer Station Improvements	036023-534	10,954	525,000	70,000	70,000	150,000	150,000	150,000	150,000
Rural/Hazardous Waste Vehicle and Equipment Replacement	036033-534	4,808	230,000	112,000	112,000	50,000	50,000	50,000	50,000
Landfill Gas Analyzer	036040-534	10,270	-	-	-	-	-	-	-
Pre-Fabricated Buildings	036041-534	-	18,750	18,750	18,750	-	-	-	-
Hazardous Waste Vehicle and Equipment Replacement	036042-534	-	-	170,000	170,000	150,000	50,000	50,000	50,000
Landfill Closure	435-534	13,957	-	-	-	-	-	-	-
Rural Waste Service Centers	437-534	844,413	651,229	728,821	611,250	610,661	617,469	624,479	631,687

Leon County Fiscal Year 2016 Tentative Budget

Solid Waste (401)

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Transfer Station Operations	441-534	5,728,284	5,190,309	5,279,093	5,539,172	5,559,802	5,582,852	5,602,030	5,621,773
Solid Waste Management Facility	442-534	1,907,513	1,747,468	1,810,378	1,551,518	1,136,674	1,127,878	1,158,239	1,188,763
Hazardous Waste	443-534	513,082	604,095	608,814	619,406	626,335	641,006	656,242	672,066
MIS Automation - Solid Waste Fund	470-534	13,480	18,485	19,400	19,400	19,400	19,400	19,400	19,400
Recycling Services & Education	471-534	76,155	160,251	165,344	220,332	223,808	227,387	231,073	234,872
Solid Waste - Risk	495-534	24,568	26,899	21,836	21,836	21,836	21,836	21,836	21,836
Indirect Costs - Solid Waste	499-534	626,575	460,000	523,000	523,000	538,690	554,851	571,497	588,642
Tax Collector	513-586	29,021	32,620	32,620	32,620	32,620	32,620	32,620	32,620
<b>Total Appropriations</b>		<b>10,063,223</b>	<b>10,090,106</b>	<b>10,293,256</b>	<b>10,242,484</b>	<b>10,443,276</b>	<b>10,013,299</b>	<b>9,917,416</b>	<b>10,011,659</b>
<b>Revenues Less Appropriations</b>		<b>27,666</b>	<b>-</b>	<b>403,144</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The Board at their July 7, 2015 meeting, approved a new rate resolution for the Transfer Station Tip Fee, increasing the fee from \$36.50 to \$38.09 or 4.4%. The increase is related to the hauling and disposal contract with Waste Management and inflationary adjustments associated with the operation and maintenance of the transfer station. Additionally, at the May 12, 2015 meeting, the Board approved the closure of the landfill and directed staff to begin the corresponding long-term master planning of the site.

The Solid Waste Management Facility out-year budgets show estimated reduced costs associated with the anticipated bid process to close the landfill. Once the bids are received, actual cost reductions will be calculated and future expenses will be budgeted in the Landfill Closure account.

Leon County Fiscal Year 2016 Tentative Budget

Insurance Service (501)

Fund Type: Internal Services

The Insurance Service Fund is an internal service fund established in support of general County operations. Major revenue sources of the Insurance Service Fund include proceeds from interdepartmental billings. The fund is used to account for resources and expenditures associated with assessed premiums, claims, and administration of the County's Risk Management Program related to auto and property liability, workers' compensation, and other types of insurance.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Pool Interest Allocation	361111	25,041	15,010	30,000	28,500	28,500	28,500	28,500	28,500
Net Incr(decr) In Fmv Of Investment	361300	(690)	-	-	-	-	-	-	-
Refund Of Prior Year Expenses	369300	102,261	-	-	-	-	-	-	-
Vehicle Insurance	396100	251,967	454,899	486,880	486,880	486,880	486,880	486,880	486,880
General Liability	396200	511,403	493,863	533,210	533,210	533,210	533,210	533,210	533,210
Aviation Insurance	396300	43,995	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Property Insurance	396400	744,849	877,655	904,766	904,766	904,766	904,766	904,766	904,766
Workers Compensation Insurance	396600	1,320,937	1,676,136	1,673,620	1,673,620	1,672,100	1,670,490	1,668,792	1,672,247
<b>Total Revenues</b>		<b>2,999,762</b>	<b>3,567,563</b>	<b>3,678,476</b>	<b>3,676,976</b>	<b>3,675,456</b>	<b>3,673,846</b>	<b>3,672,148</b>	<b>3,675,603</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Risk Management	132-513	173,054	237,009	240,195	240,195	242,788	245,457	248,207	251,039
Indirect Costs - Insurance Service	499-596	30,741	20,000	19,000	19,000	19,570	20,157	20,762	21,385
Workers' Comp Risk Management	821-596	2,754,882	3,280,985	3,392,722	3,392,722	3,392,722	3,392,722	3,392,722	3,392,722
Budgeted Reserves - Insurance Service	990-599	-	29,569	25,059	25,059	20,376	15,510	10,457	10,457
<b>Total Appropriations</b>		<b>2,958,677</b>	<b>3,567,563</b>	<b>3,676,976</b>	<b>3,676,976</b>	<b>3,675,456</b>	<b>3,673,846</b>	<b>3,672,148</b>	<b>3,675,603</b>
<b>Revenues Less Appropriations</b>		<b>41,085</b>	<b>-</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Leon County Fiscal Year 2016 Tentative Budget

Communications Trust (502)

Fund Type: Internal Services

The Communications Trust Fund is an internal service fund established to account for the resources and expenditures associated with the County's communication network, which includes the telephone and internet systems. The individual departments and agencies are assessed based on the number of internet connections, data lines, and telephone usage within their individual areas.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Departmental Billings	394000	166,885	238,999	458,988	458,988	458,988	458,988	458,988	458,988
Departmental Billings - MIS Automation	394200	216,100	356,783	378,720	378,720	378,720	378,720	378,720	378,720
<b>Total Revenues</b>		<b>382,985</b>	<b>595,782</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Non-Departmental	000-590	(55,075)	-	-	-	-	-	-	-
Information Systems Court - Article V	000-713	55,075	-	-	-	-	-	-	-
Communications Trust	900-590	341,928	595,782	837,708	837,708	837,708	837,708	837,708	837,708
<b>Total Appropriations</b>		<b>341,928</b>	<b>595,782</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>	<b>837,708</b>
<b>Revenues Less Appropriations</b>		<b>41,057</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

Increase cost associated with the transition of the maintenance and repair from the Management Information Systems budget to the individual department budgets.

## Leon County Fiscal Year 2016 Tentative Budget

## Motor Pool (505)

Fund Type: Internal Services

The Motor Pool Fund is an internal service fund established to account for the costs associated with operating and maintaining the County's fleet of vehicles and heavy equipment. This internal service fund generates its revenues from direct billings by the Fleet Management Department to other departmental users. Fuel purchased by the Fleet Management Department is supplied to departmental users at cost plus a minor surcharge. Repairs and maintenance performed by the Fleet Management Department are charged to users at the costs of parts plus an applicable shop rate.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Other Scrap Or Surplus	365900	497	-	-	-	-	-	-	-
Departmental Billings - Fleet	394100	1,388,843	1,222,245	1,240,196	1,240,196	1,244,947	1,257,396	1,269,970	1,282,670
Gas And Oil Sales	395100	1,467,740	1,972,860	1,658,750	1,658,750	1,674,787	1,690,985	1,707,344	1,723,868
<b>Total Revenues</b>		<b>2,857,080</b>	<b>3,195,105</b>	<b>2,898,946</b>	<b>2,898,946</b>	<b>2,919,734</b>	<b>2,948,381</b>	<b>2,977,314</b>	<b>3,006,538</b>
Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Fleet Maintenance	425-591	2,813,210	3,153,416	2,888,493	2,888,493	2,902,858	2,917,654	2,932,897	2,948,596
MIS Automation - Motor Pool Fund	470-519	420	415	570	570	570	570	570	570
Fleet Maintenance - Risk	495-591	10,115	9,965	9,883	9,883	9,883	9,883	9,883	9,883
Budgeted Reserves - Motor Pool Fund	990-599	-	31,309	-	-	6,423	20,274	33,964	47,489
<b>Total Appropriations</b>		<b>2,823,745</b>	<b>3,195,105</b>	<b>2,898,946</b>	<b>2,898,946</b>	<b>2,919,734</b>	<b>2,948,381</b>	<b>2,977,314</b>	<b>3,006,538</b>
<b>Revenues Less Appropriations</b>		<b>33,336</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2015/2016 tentative budget; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Leon County has been certified by the County Property Appraiser to the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit as \$14,418,158,896; and

WHEREAS, the Board of County Commissioners for the Taxing Unit of Leon County Florida, pursuant to Florida Statute 200.065, has computed a proposed millage rate necessary to fund the tentative Emergency Medical Services Municipal Service Taxing Unit budget other than the portion of the budget to be funded from sources other than this ad valorem tax; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2015 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

The Fiscal Year 2015/2016 tentative aggregate millage rate is 8.8144 mills (*0.5000 mills – Emergency Medical Services MSTU and 8.3144 mills – Countywide*), which is above the rolled-back rate of 8.7006 by 1.31%.

Adopted this 15<sup>th</sup> day of September, 2015.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

Mary Ann Lindley, 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 Attorneys Office

BY: \_\_\_\_\_

Herbert W. A. Thiele, Esq.  
County Attorney

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2015/2016 tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2015 for the purpose of hearing requests and complaints from the public regarding the tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County Florida, set forth the appropriations and revenue estimate, attached hereto as Exhibit A, for the tentative Emergency Medical Services Municipal Service Taxing Unit budget for Fiscal Year 2015/2016 for the amount of \$18,583,548;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

The Fiscal Year 2015/2016 tentative Emergency Medical Services Municipal Service Taxing Unit (Fund 135) budget be adopted by fund as it appears in the attached Exhibit A.

Adopted this 15<sup>th</sup> day of September, 2015.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, 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 Attorneys Office

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

# EXHIBIT A

Leon County Fiscal Year 2016 Tentative Budget

Emergency Medical Services MSTU (135)

Fund Type: Special Revenue

The Emergency Medical Services MSTU Fund is a special revenue fund established in FY 2004 for emergency medical and transport services. The primary revenue source is transport fees paid primarily by medical insurance, Medicare and the Emergency Medical Services Municipal Services Taxing Unit.

Revenue Sources	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
MSTU Ad Valorem	311130	6,447,955	6,555,308	7,209,079	6,848,625	7,123,721	7,408,670	7,630,930	7,859,858
Delinquent Taxes 2004	311204	-	-	-	-	-	-	-	-
Delinquent Taxes 2006	311206	9	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	193	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	387	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	100	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	1,021	-	-	-	-	-	-	-
Delequent Taxes 2011	311211	3,207	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	6,779	-	-	-	-	-	-	-
Ambulance Fees	342600	9,827,129	8,930,000	10,128,000	9,621,600	9,814,450	10,010,150	10,210,600	10,414,850
Special Events	342604	251,132	170,810	85,900	81,605	82,555	83,505	84,455	85,310
Patient Transports	342605	4,517	5,700	6,300	5,985	6,175	6,365	6,555	6,745
Pool Interest Allocation	361111	45,278	80,370	109,300	103,835	103,835	103,835	103,835	103,835
Net Incr(decr) In Fmv Of Investment	361300	(218)	-	-	-	-	-	-	-
Refund Of Prior Year Expenses	369300	1,981	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	17,333	-	-	-	-	-	-	-
Transfer From Fund 305	381305	549,752	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	2,325,390	1,921,898	1,921,898	1,778,121	1,671,050	1,519,052	1,533,340
<b>Total Revenues</b>		<b>17,156,555</b>	<b>18,067,578</b>	<b>19,460,477</b>	<b>18,583,548</b>	<b>18,908,857</b>	<b>19,283,575</b>	<b>19,555,427</b>	<b>20,003,938</b>

Appropriations by Department/Division	Acct #	Actual FY 2014	Adopted FY 2015	Requested FY 2016	Budget FY 2016	Planned FY 2017	Planned FY 2018	Planned FY 2019	Planned FY 2020
Emergency Medical Services Vehicle & Equipment Replacement	026014-526	(242,357)	1,109,600	879,000	879,000	895,000	913,000	851,000	931,000
Emergency Medical Services Technology	076058-526	13,786	50,000	50,000	50,000	12,500	12,500	12,500	12,500
Emergency Medical Services	185-526	13,605,153	15,465,226	16,083,506	16,083,506	16,383,752	16,692,455	16,976,794	17,294,246
MIS Automation - EMS Fund	470-526	3,650	8,595	8,920	8,920	8,920	8,920	8,920	8,920
EMS - Risk	495-526	52,082	59,157	56,306	56,306	56,306	56,306	56,306	56,306
Indirect Costs - EMS	499-526	1,219,432	1,114,000	1,367,000	1,367,000	1,408,010	1,450,250	1,493,758	1,538,571
Tax Collector	513-586	133,797	136,000	138,816	138,816	144,369	150,144	156,149	162,395
Transfers	950-581	40,276	-	-	-	-	-	-	-
Budgeted Reserves - EMS Fund	990-599	-	125,000	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>14,825,819</b>	<b>18,067,578</b>	<b>18,583,548</b>	<b>18,583,548</b>	<b>18,908,857</b>	<b>19,283,575</b>	<b>19,555,427</b>	<b>20,003,938</b>
<b>Revenues Less Appropriations</b>		<b>2,330,737</b>	<b>-</b>	<b>876,929</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

An increase in property valuations generated increased ad valorem revenue for this fund. As a result, the increase in expenditures is offset by an increase in revenues and a decrease use of fund balance for FY16. The EMS fund balance levels will begin to be reduced in out-years and reach the lowest acceptable level per county policy of 15% around FY19. As presented to the Board during the FY15 Budget process, the Board may need to consider an increase in the EMS MSTU at this time. Without an increase in revenues, the fund balance will be depleted in FY 2021.

## Medical Insurance Highlights for 2016

Please note the following highlights concerning Medical Insurance for 2016:

- The overall premium for CHP and Florida Blue has increased by 5.9%.
- There is **no change** in the Leon County Employer/Employee Contribution Strategy from last year.
- Eligible employees **will continue** to receive the Health Insurance Stipend amount if they have Employee + 1 or Family coverage. There is **no change** in the Stipend dollar amount. (In order to eligible for the stipend, a current employee must have been employed on 1/1/2014 and have health insurance coverage through the County.)

### Rates for Employees that are NOT Participating in “My Rewards”

CHP/Florida Blue	Employer/Employee Contribution Strategy	2016 Total Monthly Premium	2016 Employer Monthly Contribution	2016 Employee Monthly Contribution
Single	85%/15%	\$593.57	\$ 504.53	\$ 89.04
Employee + 1 Dependent	82.5%/17.5%	\$1,224.68	\$ 1,010.36	\$214.32
Family	77.5%/22.5%	\$1,565.02	\$1,212.89	\$352.13

### Rates for Employees Participating in “My Rewards”

CHP/Florida Blue	Employer/Employee Contribution Strategy	2016 Total Monthly Premium	2016 Employer Monthly Contribution	2016 Employee Monthly Contribution
Single	87.5%/12.5%	\$593.57	\$519.37	\$74.20
Employee + 1 Dependent	85%/15%	\$1,224.68	\$1,040.98	\$183.70
Family	80%/20%	\$1,565.02	\$1,252.02	\$313.00

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #30**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #30

September 15, 2015

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

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

**Title:** First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management Ryan Culpepper, Director, Development Services
<b>Lead Staff/ Project Team:</b>	Shawna Martin, Senior Planner, Development Services

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing and adopt the proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance (Attachment #1).

## **Report and Discussion**

### **Background**

In January 1997, the Board adopted an Ordinance (Ord. 97-01) amending the Leon County Land Development Code (LDC) establishing regulations for the siting and construction of communication antenna support structures (Section 10-6.812 of the LDC). The provisions were adopted by the Board as a result of the significant increase in permit requests by the communication tower industry as sales of cellular communication began to increase significantly. In 2009, minor updates were adopted by the Board to revise the provisions for security or performance bonding for communication antenna support structures; however, these minor updates did not include a thorough analysis of regulatory provisions. The regulations for communication antenna support structures have not been fully reviewed for necessary updates since 1998.

Since 2013, the Development Support and Environmental Management Department (DSEM) has noted an increase in requests for information (including submittal of Permitted Use Verifications) regarding potential sites for new communication antenna support structures. Since that time, DSEM has reviewed and approved nine site and development plans for small communication structures within existing electrical utility substations owned by Talquin Electric Cooperative to assist in the implementation of Talquin's smart-grid communications network. During the review of these site plans, it was noted that there appeared to be information in the LDC that was out of date, and in some cases, not well defined. Therefore, staff provided an agenda item to the Board on June 24, 2014, requesting authorization to proceed with a thorough review of the Ordinance, and the Board directed staff to proceed with the review as requested. Subsequently, staff has drafted an amended Ordinance to address issues outlined in the review.

### **Analysis**

On October 21, 2014, during staff's review of the Communication Antenna Support Structure Ordinance, the Federal Communications Commission (FCC) issued a report and order, *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies* (Order), which prescribes rules and regulations to carry out the provisions of the Middle Class Tax Relief and Job Creation Act (Spectrum Act) passed by Congress in 2012. Specifically, Section 6409(a) of the Spectrum Act implements additional substantive and procedural limitations upon state and local government authorities to regulate modifications of existing wireless communication antenna support structures and communication antenna support structure sites. The Spectrum Act, as interpreted by the Order, mandated that local governments may not deny, and shall approve, an eligible application requesting modification of an existing communication antenna support structure or communication antenna support structure site if such modification does not substantially change the physical dimensions of such structure or site. The Order, among other things, defines key terms utilized in Section 6409, establishes application requirements, and implements a 60-day timeframe for approval of modifications that do not involve substantial changes.

DSEM staff, together with staff from the County Attorney's Office, participated in a webinar, hosted by the International Municipal Lawyers Association (IMLA) in November 2014, regarding the FCC's new requirements. In February 2015, the National League of Cities, the National Association of Counties, and the National Association of Telecommunications Officers and Advisors developed a 6409(a) model Ordinance and checklist to provide local governments with a framework for determining if their wireless siting process complies with the FCC's new rules (Attachment #2).

The proposed Ordinance will update the Communication Antenna Support Structure Ordinance by adding definitions to clarify terms, updating industry standards, and meeting the new Federal guidelines for modifying existing structures as outlined in Section 6409(a) of the Spectrum Act. The most notable change to the Ordinance was increasing the height of communication antenna support structures utilized by essential service providers, as defined in the Ordinance, from 75 feet to 100 feet. Staff analyzed the heights of monopoles within a typical electrical substation and determined the 100 foot height to be consistent with monopoles utilized by Talquin Electric, an essential service provider for Leon County. No height increase is being proposed for antenna structures associated with wireless cellular communication providers.

Additionally, the proposed Ordinance restructures the format to clarify the requirements and permitting process for modifying existing communication antenna support structures and for permitting new communication antenna support structures. The Ordinance, as presently written, is not clear in format and has numerous areas of duplication, which has caused confusion for applicants. Staff determined that reformatting the Ordinance was necessary to make the required updates and avoid further confusion regarding the permitting process.

#### Response to Comments from Industry Representatives

Staff determined that because the proposed updates are primarily for clarification purposes and to respond to new Federal guidelines, that it would not be necessary to convene a formal committee of representatives from the communication antenna support structure industry. However, to ensure consistency, eight industry representatives were asked to review the proposed updates to the Ordinance and provide feedback. Of the eight contacted, two industry representatives provided feedback that included minor revisions to industry terms and proposed decreasing the 20-foot landscape buffer requirement to 15 feet. An additional suggestion was for the County to conduct a third-party review of an applicant's "evidence of need" for a new communication antenna support structure. Both industry representatives agreed that the proposed Ordinance was comprehensive and meets the intent of the Telecommunications Act of 1996.

Staff agreed with the minor revisions suggested to industry terms and the Ordinance has since been revised to reflect these recommendations. Staff also evaluated the recommendation to reduce the landscape buffer width from a 20-foot buffer to a 15-foot buffer and determined that the intent of the buffering and opacity requirements could be achieved through a 15-foot, Type B buffer.

DSEM Citizen's User Group Comments and Recommendations

Staff provided the proposed Ordinance to the DSEM Citizen's User Group for review and recommendations at their August 12, 2015 meeting. During this meeting, the User Group discussed the following topics:

- 1) the changes to industry standards;
- 2) new definitions;
- 3) siting and camouflaging;
- 4) landscape buffer and screening requirements; and
- 5) bonding and removal of antenna support structures and equipment.

The User Group agreed with the staff recommendation to reduce the width of the landscape buffer requirements to a 15-foot, Type B landscape buffer. The User Group also suggested several changes to the Ordinance in order to clarify requirements. Staff agreed with these revisions and the Ordinance has since been revised to reflect these recommendations. The User Group ultimately recommended approval of the proposed Ordinance.

Comprehensive Plan Consistency Determination

Tallahassee-Leon County Planning Department staff conducted a review of the proposed Ordinance and determined that it is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #3).

The Planning Commission is scheduled to consider the proposed amendments at a Public Hearing during their September 1, 2015 meeting at 6:00 p.m. Due to Board agenda deadlines, their recommendation regarding the proposed Ordinance will be provided at the Board's first and only Public Hearing on September 15, 2015 at 6:00 p.m.

Public Notification

The Public Hearing has been publicly noticed, consistent with the requirements of Florida Statutes (Attachment #4).

**Options:**

1. Conduct the first and only Public Hearing and adopt the proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance (Attachment #1).
2. Conduct the first and only Public Hearing and do not adopt the proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance.
3. Board direction.

**Recommendation:**

Option #1.

Attachments:

1. Proposed Draft Ordinance
2. Section 6409(a) Checklist and Model Chapter Implementing Section 6409(a)
3. Consistency Review Memorandum from the Planning Department
4. Notice of Public Hearing

ORDINANCE NO. 15- \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.812, COMMUNICATION ANTENNAS AND COMMUNICATION ANTENNA SUPPORT STRUCTURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of the Communication Antennas and Communication Antenna Support Structure Ordinance is to promote the public health, safety and general welfare by regulating the siting of wireless communication facilities; and

WHEREAS, the Ordinance allows for the growing need and demand for wireless communication services; and

WHEREAS, the Ordinance provides for the appropriate location and development of wireless communication facilities within the county and recognizes that the provision of wireless services may be an essential service within such land use categories as may be provided for under the Comprehensive Plan, subject to the limitations of this Ordinance; and

WHEREAS, the Ordinance seeks to minimize the adverse visual effects of wireless communication facilities through careful design, siting, landscape screening and camouflaging techniques; and

WHEREAS, the County encourages the location and collocation of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional communication antenna support structures; and

WHEREAS, the Ordinance will ensure compliance with federal standards while clarifying policies and procedures and eliminating redundancy within the Communication Antenna and Communication Antenna Support Structure Ordinance.

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

**SECTION 1.** Section 10-6.812 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Communication antennas and communication antenna support structures" is hereby amended to include the following new definitions:

**Section 10-6.812. Communication antennas and communication antenna support structures.**

~~(a) Applicability; use of existing structures.~~

~~(1) All new communication antennas and communication antenna support structures in the unincorporated areas of the county shall be subject to these land development regulations and all other applicable building and construction codes. In the event of any conflict between other land development regulations and the regulations contained in this section, the provisions of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.~~

- 1       ~~(2) All communication antenna support structures existing on July 14, 2009 shall be~~  
2       ~~allowed to continue to be used as they presently exist, provided that a notice of~~  
3       ~~continuing use is submitted by the communication antenna support structure~~  
4       ~~owner/operator to the department of development support and environmental~~  
5       ~~management not later than July 30, 2010 and no later than every three years there~~  
6       ~~after. A notice of continuing use shall certify that the structure continues to be used as~~  
7       ~~a communication antenna support structure and that a security or performance bond~~  
8       ~~has been posted in an amount to be determined by the county to cover the cost of~~  
9       ~~removal plus a reasonable safety factor. The notice of continuing use shall specify the~~  
10       ~~antenna support structure's use, number of collocated antennas and use, owner and~~  
11       ~~contact information for the antenna support structure and all collocated antennas.~~  
12       ~~Failure to file a notice of continuing use shall constitute abandonment in accordance~~  
13       ~~with subsection (o). Routine maintenance or minor modifications to accommodate the~~  
14       ~~collocation of an additional user or users shall be permitted on such existing~~  
15       ~~communication antenna support structures subject to the criteria in [subsection] (b)~~  
16       ~~below. New construction, other than routine maintenance and modifications to~~  
17       ~~accommodate collocation on an existing communication antenna support structure,~~  
18       ~~shall comply with the requirements of this section.~~
- 19       ~~(3) For purposes of this section, a communication antenna support structure that has~~  
20       ~~received final approval in the form of a building permit for an approved site and~~  
21       ~~development plan or where substantial construction has been completed, shall be~~  
22       ~~considered an existing communication antenna support structure so long as such~~  
23       ~~approval is valid and unexpired as of the effective date of this section.~~
- 24       ~~(4) No rezoning or zoning variance shall be required to locate a communication antenna~~  
25       ~~on an existing nonresidential structure or multifamily residential structure 35 feet in~~  
26       ~~height or greater; provided, however, that the communication antenna does not extend~~  
27       ~~more than 20 feet above the existing structure. Such structures may include, but are~~  
28       ~~not limited to, nonresidential buildings, water towers, existing communications antenna~~  
29       ~~support structures, recreational light fixtures and essential service provider facilities.~~
- 30       ~~(5) A communication antenna support structure may be rebuilt, reconstructed, or replaced,~~  
31       ~~in any zoning district other than residential preservation, except for rebuilding,~~  
32       ~~reconstructing, or replacing nonconforming communication antenna support structures~~  
33       ~~which may be approved only through Type C site and development plan process, when~~  
34       ~~done to accommodate collocation of additional users, subject to all review~~  
35       ~~requirements in the land development regulations for Type A site plans, with a notice of~~  
36       ~~pendency that a communication antenna support structure is proposed to be rebuilt,~~  
37       ~~reconstructed, or replaced mailed to all affected property owners at least ten work days~~  
38       ~~prior to the decision on the application as determined from the most recent tax rolls, of~~  
39       ~~all property located within 500 feet of the boundary of the property upon which the~~  
40       ~~communication antenna support structure is located, provided that any such collocation~~  
41       ~~is accomplished in a manner consistent with the following:~~
- 42       ~~a. A communication antenna support structure which is modified or reconstructed to~~  
43       ~~accommodate the collocation of an additional communication antenna shall~~  
44       ~~comply with all the provisions of this section, except subsections (b) and (c) and~~  
45       ~~shall be of the same communication antenna support structure type as the existing~~  
46       ~~communication antenna support structure, unless reconstructed as a monopole.~~
- 47       ~~b. Height.~~
- 48               ~~1. An existing communication antenna support structure may be modified or~~  
49               ~~rebuilt to a taller height, not to exceed 30 feet or 20 percent of the height of~~

1 the communication antenna support structure, whichever is greater, over the  
2 communication antenna support structure's existing height, to accommodate  
3 the collocation of an additional communication antenna, but in no case shall  
4 the height of the communication antenna support structure and proposed  
5 extension be greater than the distance to an existing residential structure.

6 2. The height change referred to in subsection b.1. may only occur one time per  
7 communication antenna support structure.

8 e. On site location.

9 1. A communication antenna support structure which is being rebuilt to  
10 accommodate the collocation of an additional communication antenna may be  
11 moved on site within 50 feet of its existing location, subject to the setback  
12 requirements of this section.

13 2. After the communication antenna support structure is rebuilt to accommodate  
14 collocation, the existing communication antenna support structure must be  
15 dismantled and removed within 60 days after the rebuilding so only one  
16 communication antenna support structure may remain on the site.

17 (6) All communication antenna support structure or communication antennas proposed in  
18 the unincorporated areas of the county shall comply with the requirements of section  
19 10-6.808, "airport regulation," of the zoning code. If there is any conflict between the  
20 requirements of this section and section 10-6.808, the requirements in [section] 10-  
21 6.808 shall control. Furthermore, no new communication antenna support structure  
22 shall be permitted within 1,000 feet of the landing area of a private airport that has  
23 been approved by the county pursuant to the provisions of subsection 10-6.803(f) of  
24 the zoning code.

25 (7) The provisions of this section shall not apply to communication antenna support  
26 structures or communication antennas located on property owned by the United States,  
27 State of Florida, Leon County, or the City of Tallahassee, provided those  
28 communication antenna support structures are owned by those public entities and are  
29 used for the provision of fire safety, law enforcement, emergency management,  
30 emergency medical services telecommunications, and/or a governmental purpose.  
31 Furthermore, the provisions of this section are not intended to apply to the siting of  
32 radio and television broadcast antenna support structures licensed by the FCC and  
33 used primarily for broadcast purposes.

34 (b) Location.

35 (1) A communication antenna support structure or communication antenna may be located  
36 in any zoning district so long as it meets the requirements of this section, except a  
37 communication antenna support structure or communication antenna shall not be  
38 located on or within 400 feet of property designed as historic preservation overlay. Any  
39 application for a communication antenna on or within 400 feet of property designated  
40 as historic preservation overlay shall request a certificate of appropriateness from the  
41 county's architectural review board pursuant to section 10-6.807 of the Zoning Code.

42 (2) A communication antenna support structure may be located on a subparcel used for  
43 other principal uses on a parcel smaller than the minimum lot size required in the  
44 zoning district. This parcel shall be considered as the "communication antenna support  
45 structure site." The communication antenna support structure site, but not the entire lot,  
46 shall be subject to all of the requirements of this section, except as specifically  
47 provided herein.

1 ~~(c) Minimum distance of communication antenna support structures from residential lots.~~

2 ~~(1) a. If a communication antenna support structure is located on residential or~~  
3 ~~multifamily residential structure of 35 feet in height or greater, the tower shall be at~~  
4 ~~least 250 feet, but not less than the height of the proposed communication~~  
5 ~~antenna support structure itself, from the nearest residential lot zoned for or~~  
6 ~~constructed with single family residences or multifamily residences of less than 35~~  
7 ~~feet in height.~~

8 ~~b. All other communication antenna support structure shall be located at least 300~~  
9 ~~feet, but not less than the height of the proposed communication antenna support~~  
10 ~~structure itself, from the nearest residential lot zoned for or constructed with single-~~  
11 ~~family residences or multifamily residences of less than 35 feet in height.~~

12 ~~c. Variances from these setback requirements may be granted consistent with the~~  
13 ~~standards contained in subsection (v) of this section.~~

14 ~~(2) Distances shall be measured from the center of the base of the communication~~  
15 ~~antenna support structure to the residential lot line.~~

16 ~~(3) Notwithstanding anything to the contrary in the land development regulations, no~~  
17 ~~communication antenna support structure other than a monopole (freestanding) shall~~  
18 ~~be located in any location adjacent to a residential lot.~~

19 ~~(d) Communication antenna support structure permitting.~~

20 ~~(1) Feasibility of collocation shall be deemed to be feasible for purposes of this subsection~~  
21 ~~where all of the following are met:~~

22 ~~a. The owner or person who otherwise controls the communication antenna support~~  
23 ~~structure or other structure under consideration for collocation will undertake to~~  
24 ~~charge fair and reasonable market rent or other fair and reasonable market~~  
25 ~~compensation for collocation.~~

26 ~~b. The site on which collocation is being considered, taking into consideration~~  
27 ~~reasonable or replacement of a facility, is able to provide sufficient structural~~  
28 ~~support.~~

29 ~~c. The collocation being considered is technologically reasonable, e.g. the collocation~~  
30 ~~will not result in unreasonable interference, given appropriate physical and other~~  
31 ~~adjustment in relation to the structure and antennas.~~

32 ~~d. The height of the structure necessary for collocation will not be increased beyond~~  
33 ~~a point deemed to be permissible by the county administrator or designee, taking~~  
34 ~~into consideration the several standards contained in this section.~~

35 ~~(2) New communication antenna support structures.~~

36 ~~a. A communication antenna support structure permit for the location and use of a~~  
37 ~~communication antenna support structure shall not be granted unless and until the~~  
38 ~~applicant demonstrates that a feasible collocation is not available for the coverage~~  
39 ~~area and capacity needs.~~

40 ~~b. The county shall maintain a list of all communication antenna support structures~~  
41 ~~and shall make such list available to new communication antenna support~~  
42 ~~structure applicants. No new communication tower shall be permitted unless the~~  
43 ~~applicant demonstrates, in writing, that no existing communication antenna support~~  
44 ~~structure or structure can accommodate the applicant's proposed antenna,~~  
45 ~~consistent with the requirements of subsection (d)(4)f. of this section.~~

- 1           ~~e. If a party who owns or otherwise controls a new or existing communication~~  
2           ~~antenna support structure shall fail or refuse to alter a structure so as to~~  
3           ~~accommodate a proposed and otherwise feasible collocation, such facility shall~~  
4           ~~thereupon and thereafter be deemed to be a nonconforming structure and use,~~  
5           ~~and shall not be altered, expanded, or extended in any respect.~~
- 6           ~~(3) Applications for collocation of communication antennas or location of communication~~  
7           ~~antennas on existing Leon County facilities shall be given expedited review.~~
- 8           ~~(4) Communication antenna support structure application and provisions governing the~~  
9           ~~issuance of permits.~~
- 10           ~~a. In granting a permit, the county shall require the posting of a security or~~  
11           ~~performance bond, in an amount to be determined by the county, not to exceed~~  
12           ~~the cost of removal, to ensure removal of such communication antenna support~~  
13           ~~structure(s) if it becomes abandoned as described in subsection (e) of this section.~~
- 14           ~~b. Any information of an engineering nature that the applicant submits, whether civil,~~  
15           ~~mechanical, or electrical, shall be certified by a licensed professional engineer, as~~  
16           ~~otherwise required by law.~~
- 17           ~~c. An applicant for a communication antenna support structure permit shall submit~~  
18           ~~the information described in this section and a nonrefundable fee as established~~  
19           ~~by the resolution of the county commissioners to reimburse the county for the~~  
20           ~~costs of reviewing the application.~~
- 21           ~~d. Information required. In addition to any information required by the land~~  
22           ~~development regulations for Type B site plans, applicants for a communication~~  
23           ~~antenna support structure permit shall submit the following information:~~
- 24           ~~1. A scaled site plan clearly indicating the location, type, and height of the~~  
25           ~~proposed communication antenna support structure, on site land uses and~~  
26           ~~zoning, adjacent land uses and zoning (including when adjacent to other~~  
27           ~~municipalities), master plan classification of the site and all properties within~~  
28           ~~the applicable setback areas, adjacent roadways, proposed means of access,~~  
29           ~~setbacks for property lines, elevation drawings of the proposed~~  
30           ~~communication antenna support structure and any other structures,~~  
31           ~~topography, parking, and other information deemed by the county to be~~  
32           ~~necessary to assess compliance with this section.~~
- 33           ~~2. Legal description of the parent tract and leased parcel (if applicable).~~
- 34           ~~3. The setback distance between proposed communication antenna support~~  
35           ~~structure and the nearest residential unit, platted residentially zoned~~  
36           ~~properties, and unplatted residentially zoned properties.~~
- 37           ~~4. The location of all communication antenna support structure and~~  
38           ~~communication antennas within a one mile radius of the location of the~~  
39           ~~proposed structure.~~
- 40           ~~5. A landscape plan showing specific landscape materials.~~
- 41           ~~6. Method of fencing, and finished color and, if applicable, the method of~~  
42           ~~camouflage and illumination.~~
- 43           ~~7. A description of compliance with the requirements of this section and all~~  
44           ~~applicable federal, state, or local laws.~~
- 45           ~~8. A notarized statement by the applicant as to whether construction of the tower~~  
46           ~~will accommodate collocation of additional antennas for future users.~~

- 1            ~~9. A description of the suitability of the use of existing communication antenna~~  
2            ~~support structure(s) or other structures to provide the services to be provided~~  
3            ~~through the use of the proposed new structure.~~
- 4            ~~10. The location of the proposed communication antenna support structure in~~  
5            ~~digital format compatible with the county's GIS system.~~
- 6            ~~e. The county shall consider the following factors in determining whether to issue a~~  
7            ~~permit, although the county may waive or reduce the burden on the applicant of~~  
8            ~~one or more of these criteria if the county concludes that the goals of this section~~  
9            ~~are better served thereby:~~
  - 10           ~~1. Height of the proposed communication antenna support structure;~~
  - 11           ~~2. Proximity of the communication antenna support structure to residential~~  
12           ~~structures and residential district boundaries;~~
  - 13           ~~3. Nature of uses on adjacent and nearby properties, within 500 feet of the~~  
14           ~~communication antenna support structure site property line;~~
  - 15           ~~4. Surrounding topography;~~
  - 16           ~~5. Surrounding tree coverage and foliage;~~
  - 17           ~~6. Design of the tower, with particular reference to design characteristics that~~  
18           ~~have the effect of reducing or eliminating visual obtrusiveness;~~
  - 19           ~~7. Proposed ingress and egress; and~~
  - 20           ~~8. Availability of suitable existing communication antenna support structure or~~  
21           ~~other structures.~~
- 22           ~~f. No new communication antenna support structure shall be permitted unless the~~  
23           ~~applicant demonstrates to the reasonable satisfaction of the county that no existing~~  
24           ~~communication antenna support structure or structure can accommodate the~~  
25           ~~applicant's proposed antenna. An applicant shall submit information requested by~~  
26           ~~the county related to the availability of suitable existing communication antenna~~  
27           ~~support structure(s) or other structures. Evidence submitted to demonstrate that no~~  
28           ~~existing communication antenna support structure or other structure can~~  
29           ~~accommodate the applicant's proposed communication antenna may consist of~~  
30           ~~any of the following:~~
  - 31           ~~1. No existing communication antenna support structure or other structures are~~  
32           ~~located within the geographic area which meet applicant's engineering~~  
33           ~~requirements.~~
  - 34           ~~2. Existing communication antenna support structure(s) or other structures are~~  
35           ~~not of sufficient height to meet applicant's engineering requirements.~~
  - 36           ~~3. Existing communication antenna support structures or other structures do not~~  
37           ~~have sufficient structural strength to support applicant's proposed~~  
38           ~~communication antenna and related equipment.~~
  - 39           ~~4. The applicant's proposed communication antenna would cause~~  
40           ~~electromagnetic interference with the communication antenna on the existing~~  
41           ~~communication antenna support structures or other structures, or the~~  
42           ~~communication antenna on the existing communication antenna support~~  
43           ~~structures or other structures would cause interference with the applicant's~~  
44           ~~proposed communication antenna.~~

- 1                   5. ~~The fees, costs, or contractual provisions required by the owner in order to~~  
2                   ~~share an existing communication antenna support structure or other structure~~  
3                   ~~or to adapt an existing communication antenna support structure or other~~  
4                   ~~structure for sharing renders collocation infeasible or unreasonable.~~
- 5                   6. ~~The applicant demonstrates that there are other limiting factors that render~~  
6                   ~~existing communication antenna support structure(s) or other structures~~  
7                   ~~unsuitable.~~
- 8                   g. ~~The applicant shall provide the county with a sealed statement that the proposed~~  
9                   ~~communication antenna support structure is required because the applicant has~~  
10                  ~~demonstrated compliance with all applicable collocation requirements of this~~  
11                  ~~section as outlined above, and that no existing communication antenna support~~  
12                  ~~structure or other structure can accommodate the applicant's proposed antenna.~~
- 13 (e) ~~Maximum height. Notwithstanding anything to the contrary in the land development~~  
14                  ~~regulations, the maximum height of communication towers shall be 150 feet except in rural,~~  
15                  ~~urban fringe, industrial, M-1 limited industrial and activity center districts or in planned unit~~  
16                  ~~developments, critical planning areas or target planning areas which include community~~  
17                  ~~services, light or heavy infrastructure, or light or heavy industrial uses, in which the~~  
18                  ~~maximum height shall be 250 feet. Measurements of communication tower height shall~~  
19                  ~~include the base pad, and other appurtenances and shall be measured from the finished~~  
20                  ~~grade at the tower base.~~
- 21 (f) ~~Minimum yard requirements. There are no minimum yard requirements for communication~~  
22                  ~~antenna support structures.~~
- 23 (g) ~~Illumination. Communication antenna support structures shall not be artificially lighted~~  
24                  ~~except to assure human safety or as required by the Federal Aviation Administration (FAA).~~
- 25 (h) ~~Finished color. Communication antenna support structures not requiring FAA~~  
26                  ~~painting/markings shall have either a galvanized finish or painted a dull blue, gray, or black~~  
27                  ~~finish.~~
- 28 (i) ~~Structural design. Communication antenna support structures shall be designed and~~  
29                  ~~constructed to ensure that the structural failure or collapse of the tower will not create a~~  
30                  ~~safety hazard, according to the EIA/TIA 222-E Standards, to adjoining properties.~~  
31                  ~~Communication antenna support structures shall be constructed to the EIA/TIA 222-E~~  
32                  ~~Standards, as published by the Electronic Industries Association, which may be amended~~  
33                  ~~from time to time, and all applicable county building codes. Further, any improvements~~  
34                  ~~and/or additions (i.e., antenna, satellite dishes, etc.) to existing communication antenna~~  
35                  ~~support structures shall require submission of site plans sealed and verified by a~~  
36                  ~~professional engineer, which demonstrate compliance with the EIA/TIA 222-E Standards in~~  
37                  ~~effect at the time of said improvement or addition. Said plans shall be submitted to and~~  
38                  ~~reviewed and approved by the department of development support and environmental~~  
39                  ~~management at the time building permits are requested.~~
- 40 (j) ~~Fencing. A minimum eight feet finished masonry wall or an eight foot fence with less than~~  
41                  ~~85 percent opacity shall be required around all communication antenna support structure~~  
42                  ~~sites. Access to the tower shall be through a locked gate.~~
- 43 (k) ~~No advertising. Neither the communication antenna support structure nor the~~  
44                  ~~communication antenna support structure site shall be used for advertising purposes and~~  
45                  ~~shall not contain any signs for the purpose of advertising.~~

- 1 ~~(l) Landscaping. The visual impacts of residentially or commercially located communication~~  
2 ~~antenna support structures shall be mitigated through landscaping or other screening~~  
3 ~~materials at the base of the tower and ancillary structures as follows:~~
- 4 ~~(1) A 20-foot landscape buffer which meets the landscape requirements of section 10-~~  
5 ~~7.522 of the zoning code shall be required around the perimeter of the communication~~  
6 ~~antenna support structure and any accessory structures located outside the required~~  
7 ~~wall or fence;~~
- 8 ~~(2) All required landscaping shall be of the evergreen variety;~~
- 9 ~~(3) All required landscaping shall be xeriscape tolerant or irrigated and properly~~  
10 ~~maintained to ensure good health and vitality;~~
- 11 ~~(4) Required landscaping shall be installed outside the fence or wall; and~~
- 12 ~~(5) Existing vegetation shall be preserved to the maximum extent practicable and may be~~  
13 ~~credited as appropriate toward meeting landscaping requirements.~~
- 14 ~~(6) An applicant may request deviation to the standards in this section in accordance with~~  
15 ~~section 10-1.106~~
- 16 ~~(m) Leon County encourages the users of communication antenna support structures and~~  
17 ~~communication antennas to submit a single application for approval of multiple~~  
18 ~~communication antenna support structure and/or communication antenna sites, and to~~  
19 ~~utilize existing public facilities owned by Leon County through lease situations as sites.~~  
20 ~~Applications for approval of multiple sites or sites utilizing existing Leon County facilities~~  
21 ~~shall be given priority in the review process.~~
- 22 ~~(n) Nonconforming communication antenna support structures. To the extent set forth herein,~~  
23 ~~the restrictions on nonconforming uses and structures contained in Division 3 of Article VI of~~  
24 ~~the Leon County Code of Laws are modified and supplemented by this section. Bona fide~~  
25 ~~nonconforming communication antenna support structures or communication antennas that~~  
26 ~~are damaged or destroyed maybe rebuilt and all such communication antenna support~~  
27 ~~structures or communication antennas may be modified or replaced without meeting the~~  
28 ~~minimum distance requirements specified in paragraph (c) hereinabove. The type, height,~~  
29 ~~and location of the communication antenna support structure on the site shall be of the~~  
30 ~~same type and intensity as the original facility approval. Building permits to rebuild the~~  
31 ~~tower shall comply with the applicable county codes and shall be obtained within 180 days~~  
32 ~~from the date the communication antenna support structure is damaged or destroyed. If no~~  
33 ~~permit is applied for, or obtained, or if said permit expires, the communication antenna~~  
34 ~~support structure shall be deemed abandoned as specified in paragraph (n) hereinafter.~~
- 35 ~~(o) Abandonment. In the event the use of any communication antenna support structure has~~  
36 ~~been discontinued for a period of 180 consecutive days, the communication antenna~~  
37 ~~support structure shall be deemed to be abandoned. Determination of the date of~~  
38 ~~abandonment shall be made by the county administrator or designee, based upon~~  
39 ~~documentation and/or affidavits from the communication antenna support structure~~  
40 ~~owner/operator regarding the issue of usage. Upon the determination of such~~  
41 ~~abandonment, the owner/operator of the communication antenna support structure shall~~  
42 ~~have an additional 180 days within which to: (1) reactivate the use of the communication~~  
43 ~~antenna support structure or transfer the structure to another owner/operator who makes~~  
44 ~~actual use of the structure, or (2) dismantle and remove the structure. At the earlier of 180~~  
45 ~~days from the date of abandonment without reactivation or upon completion of dismantling~~  
46 ~~and removal, any exception and/or variance approval for the communication antenna~~  
47 ~~support structure shall automatically expire.~~

- 1 ~~(p) Certification of compliance with Federal Communication Commission (FCC) NIER~~  
2 ~~Standards. Prior to receiving final inspection, adequate proof shall be submitted to the~~  
3 ~~community development department documenting that the communication antenna support~~  
4 ~~structure complies with all current FCC regulations for non-ionizing electromagnetic~~  
5 ~~radiation (NIER). The county administrator or designee shall indicate on the site plan~~  
6 ~~approval that this certification has been received.~~
- 7 ~~(q) Collocation. Communication antenna support structures shall be structurally designed to~~  
8 ~~accommodate the collocation of communication antennas as follows:~~
- 9 ~~(1) All communication antenna support structures, except camouflaged structures, over 80~~  
10 ~~feet and up to and including 125 feet in height shall be structurally designed to~~  
11 ~~accommodate at least two service providers.~~
- 12 ~~(2) All communication antenna support structures, except camouflaged structures, over~~  
13 ~~125 feet and up to and including 150 feet in height shall be structurally designed to~~  
14 ~~accommodate at least three service providers.~~
- 15 ~~(3) All communication antenna support structures, except camouflaged structures,~~  
16 ~~exceeding 150 feet in height shall be structurally designed to accommodate at least~~  
17 ~~four service providers.~~
- 18 ~~(r) Camouflaged structures.~~
- 19 ~~(1) Criteria to be considered in determining whether a communication antenna support~~  
20 ~~structure qualifies as a camouflaged structure:~~
- 21 ~~a. The communication antenna support structure: (i) resembles a natural object or a~~  
22 ~~manmade structure; (an example of a natural object is a tree; examples of a~~  
23 ~~manmade structure are bell and clock towers, church steeples, detached or~~  
24 ~~attached sign structures or a lookout station); or (ii) serves a purpose other than~~  
25 ~~supporting communication antennas, for example, lighting of sports facilities,~~  
26 ~~transmission of electrical and/or telephone lines; flag poles;~~
- 27 ~~b. The communications antenna support structure is designed to be compatible with~~  
28 ~~the architectural elements, such as bulk, massing, and scale of the surrounding~~  
29 ~~properties or structures; and~~
- 30 ~~c. The communication antenna support structure is designed to compliment or to~~  
31 ~~blend with the principal on-site use or structure, if any.~~
- 32 ~~(2) Upon receipt of a completed site and development plan application where a~~  
33 ~~camouflaged structure is being proposed, the county administrator or designee shall~~  
34 ~~make a determination based on a recommendation of the staff technical review~~  
35 ~~committee whether the proposed communication antenna support structure qualifies as~~  
36 ~~a camouflaged structure based on the criteria outlined in subsection (r)(1). The~~  
37 ~~determination may be appealed pursuant to the formal proceedings under Division 7 of~~  
38 ~~Article VII of Chapter 10.~~
- 39 ~~(3) Proposed communication antenna support structures determined to be camouflaged~~  
40 ~~structures pursuant to the provisions of this subsection shall be permitted in all zoning~~  
41 ~~districts, provided, however, that no antenna support structure may be located on a~~  
42 ~~residential property used as single family attached, single family detached, two family~~  
43 ~~(duplex) dwellings, or multifamily units containing four or less dwelling units.~~  
44 ~~Furthermore, for camouflaged structures, the required setback from the nearest~~  
45 ~~existing building and/or structure shall be equal to the height of the communication~~  
46 ~~antenna support structure. Variances to the setback requirement may be granted~~  
47 ~~pursuant to the provisions of subsection (v).~~

- 1       ~~(4) All proposed camouflaged structures are subject to all site and development plan~~  
2       ~~review requirements for communication antenna support structures as outlined in this~~  
3       ~~section.~~
- 4       ~~(5) All proposed camouflaged structures are subject to the applicable building codes.~~
- 5       ~~(s) A permitted use verification, pursuant to Section 10-7.402, 1. of the Land Development~~  
6       ~~Regulations shall be required for siting all communication antenna support structures and~~  
7       ~~communication antennas.~~
- 8       ~~(t) Site plan review. All site plan applications requests for communication antenna support~~  
9       ~~structures and communication antennas shall be subject to a Type B site plan review and~~  
10       ~~shall be subject to all review requirements in the land development regulations for Type B~~  
11       ~~site plans.~~
- 12       ~~(u) Judicial review. For purposes of seeking judicial review, county action on a permit~~  
13       ~~application shall not be final until the applicant has exhausted its right to formal proceedings~~  
14       ~~under Division 7 of Article VII of Chapter 10. Any person adversely affected by any final~~  
15       ~~action or failure to act on a permit application may, within 30 days after final action or failure~~  
16       ~~to act by the county, file a petition for writ of certiorari in the Leon County Circuit Court.~~
- 17       ~~(v) Variances. Applications for variances under this section shall be submitted to and reviewed~~  
18       ~~by the board of adjustment and appeals. Applications for variances must meet the~~  
19       ~~requirements of this section. No variances to height, setbacks, fencing, or buffer~~  
20       ~~requirements shall be granted for communication antenna support structures and~~  
21       ~~communication antennas located in any residential preservation future land use category,~~  
22       ~~except for proposed antenna support structures that have been determined to be in~~  
23       ~~compliance with subsection (r), camouflaged structures. Variance requests for proposed~~  
24       ~~antenna support structures that have been determined to be in compliance with subsection~~  
25       ~~(r) shall be reviewed and approved as appropriate by the entity with the authority to~~  
26       ~~approved the proposed project, and shall not be required to complete the board of~~  
27       ~~adjustment and appeals variance process as established by this section.~~
- 28       ~~(w) Supplemental information required for applications for variances. The following information~~  
29       ~~shall be included with all applications for variances. The applicant may use any combination~~  
30       ~~of site plans, surveys, maps, technical reports or written narratives necessary to convey the~~  
31       ~~following information:~~
- 32       ~~(1) A scaled site plan clearly indicating the communication antenna support structure site,~~  
33       ~~type and height of the proposed tower, the location of the accessory building, on-site~~  
34       ~~land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed~~  
35       ~~means of access, distances from property lines, elevation drawings of the proposed~~  
36       ~~communication antenna support structure, and any other proposed structures;~~
- 37       ~~(2) A current zoning or tax map or aerial, as maintained by the Leon County Property~~  
38       ~~Appraiser's Office, showing the location of the proposed communication antenna~~  
39       ~~support structure;~~
- 40       ~~(3) A legal description of the parent tract and communication antenna support structure~~  
41       ~~site (if applicable);~~
- 42       ~~(4) If the proposed communication antenna support structure site meets the required~~  
43       ~~minimum distance from residential lot lines, approximate distance between the~~  
44       ~~proposed antenna support structure and the nearest residential lot line, platted~~  
45       ~~residential properties, or unplatted residential properties. If the proposed~~  
46       ~~communication antenna support structure site does not meet the minimum distance~~

- 1 requirements, then exact distances, locations and identifications of said properties shall  
2 be shown on an updated zoning or tax map;
- 3 ~~(5) A landscape plan showing specific landscape materials;~~
- 4 ~~(6) The method of fencing, finished color and, if applicable, the method of aesthetic~~  
5 ~~mitigation and illumination;~~
- 6 ~~(7) If the applicant is not co-locating (sharing space) on the proposed or existing~~  
7 ~~communication antenna support structure of another communications provider,~~  
8 ~~evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and~~  
9 ~~associated equipment on an existing structure;~~
- 10 ~~(8) Evidence that the applicant has made diligent but unsuccessful efforts to locate the~~  
11 ~~proposed communication antenna support structure on suitable government-owned~~  
12 ~~property;~~
- 13 ~~(9) The written consent by the applicant that any such exception or variance shall be~~  
14 ~~conditioned upon requiring the applicant to (a) construct the proposed communication~~  
15 ~~antenna support structure so as to provide sufficient excess capacity over the initial~~  
16 ~~loading and (b) permit at least one other comparable communication provider to use~~  
17 ~~the proposed structure.~~
- 18 ~~(10) Certification by the applicant that the proposed communication antenna support~~  
19 ~~structure is reasonably necessary to serve an adjacent or nearby residential area or~~  
20 ~~areas.~~
- 21 ~~(x) Variance standards and criteria for communication antenna support structure. In addition to~~  
22 ~~the variance criteria in the land development regulations, with respect to action upon~~  
23 ~~applications for zoning variances, the board of adjustment and appeals shall grant a~~  
24 ~~variance only if it finds from a preponderance of the evidence that the variance meets the~~  
25 ~~following standards and criteria:~~
- 26 ~~(1) The deviation will not be detrimental to the public good or to the surrounding~~  
27 ~~properties;~~
- 28 ~~(2) The location of existing uses, structures or other features on or adjacent to the property~~  
29 ~~create a need for the variance;~~
- 30 ~~(3) The variance sought is the minimum necessary to address the need for the variance,~~  
31 ~~subsequent to exploring all reasonable siting alternatives;~~
- 32 ~~(4) The location of the proposed communication antenna support structure in relation to~~  
33 ~~existing structures, trees, and other visual buffers shall minimize, to the greatest extent~~  
34 ~~reasonably practicable under the circumstances, any impacts on an affected residential~~  
35 ~~lot;~~
- 36 ~~(5) The location of the communication antenna support structure will not have a significant~~  
37 ~~detrimental impact on adjacent property values;~~
- 38 ~~(6) The communication antenna support structure will be compatible with the existing~~  
39 ~~contiguous uses or zoning and compatible with the general character and aesthetics of~~  
40 ~~the neighborhood or the area, considering the design and height of the communication~~  
41 ~~antenna support structure, the mitigating effect of any existing or proposed~~  
42 ~~landscaping, fencing or other structures in the area, the proximity of the~~  
43 ~~communications antenna support structure to existing or proposed buildings or~~  
44 ~~structures, and similar factors; and~~
- 45 ~~(7) The strict application of the requirements of this section will constitute a substantial~~  
46 ~~hardship to the applicant, which hardship is not self-created or self-imposed; and,~~

1       ~~(8) The granting of the deviation is consistent with the intent and purpose of this section,~~  
2       ~~the zoning code, and the Comprehensive Plan.~~

3       ~~(y) Ownership marking. All communication antenna support structures shall be marked with~~  
4       ~~proper indicia of ownership, located at the entry gate.~~

5       ~~(z) Definitions. [Unless specifically defined below, words or phrases shall be interpreted so as~~  
6       ~~to give them the meaning they have in common usage and to give this section its most~~  
7       ~~effective application:]~~

8       ~~*Communication antenna* means an antenna, appurtenant to a structure, designed to~~  
9       ~~transmit and/or receive communications authorized by the Federal Communications~~  
10       ~~Commission (FCC). The term, "communication antenna," shall not include antennas utilized~~  
11       ~~by amateur radio operators licensed by the FCC.~~

12       ~~*Communication antenna support structure* means a principal structure which is~~  
13       ~~intended to support communication equipment for telephone, radio and similar~~  
14       ~~communication purposes. The term is not intended to apply to radio and television~~  
15       ~~broadcast antenna support structures that are licensed by the Federal Communications~~  
16       ~~Commission (FCC) and used primarily for broadcast purposes. Also, the term,~~  
17       ~~"communication antenna support structure" shall not include structures utilized by amateur~~  
18       ~~radio operators licensed by the FCC or towers not exceeding 75 feet in height utilized by~~  
19       ~~essential service providers on a site containing an essential service facility, such as but not~~  
20       ~~limited to fire stations, law enforcement facilities including jails, electrical substations,~~  
21       ~~wastewater treatment plants, sewer lift stations, overhead water storage tanks, water wells~~  
22       ~~and utility operation or service centers, for the provision of telemetry data only.~~  
23       ~~Communication antenna support structures are generally described as either monopole~~  
24       ~~(freestanding), lattice (self-supporting), or guyed (anchored with guy wires or cables).~~

25       ~~*Communication antenna support structure site* means a parcel of land smaller than the~~  
26       ~~minimum lot size required in the zoning district completely contained within a lot meeting~~  
27       ~~the requirements of the zoning district for the purposes of locating a communication~~  
28       ~~antenna support structure.~~

29       ~~*Essential service* means the provision, by a public utility, of communication services to the~~  
30       ~~public related to fire safety; law enforcement; weather; provision of electric, natural gas,~~  
31       ~~water, or sanitary sewer service; or other circumstances affecting the health, safety, or~~  
32       ~~welfare of the public.~~

33       ~~*Public utility* means a utility owned or operated by the United States, the State of Florida,~~  
34       ~~Leon County or the City of Tallahassee.~~

35       ~~*Residential lot* means any parcel of land upon which one or more dwelling units are~~  
36       ~~located; which is designated on the county's official zoning map as a zoning district that~~  
37       ~~allows residential development; upon which a residential subdivision plat (preliminary or~~  
38       ~~final) has been approved; or which has been designated for residential uses by any other~~  
39       ~~unexpired development order (i.e., Planned Unit Development Area, Critical Planning Area,~~  
40       ~~Target Planning Area, Chapter 163 Development agreement, with a residential~~  
41       ~~component).~~

42       ~~*Sub-parcel* means a portion of a larger parcel that is used to support the development of a~~  
43       ~~communication antenna support structure. A sub-parcel shall only be created and used for~~

1 ~~the sole purpose of developing a communication antenna support structure. A sub-parcel is~~  
2 ~~not required to be consistent with the minimum lot size of the zoning district within which it~~  
3 ~~is located. A sub-parcel shall only be created with approval by the county through the~~  
4 ~~appropriate development review and approval process as established by code.~~

5 (a) Purpose and Intent. The regulations and requirements of this section are intended to:

- 6
- 7 (1) Promote the public health, safety and general welfare by regulating the siting of wireless  
8 communication facilities;
- 9 (2) Accommodate the growing need and demand for wireless communication services;
- 10 (3) Provide for the appropriate location and development of wireless communication  
11 facilities within the county and recognize that the provision of wireless services may be  
12 an essential service within such land use categories as may be provided for under the  
13 Comprehensive Plan, subject to the limitations of this section;
- 14 (4) Minimize adverse visual effects of wireless communication antenna support structures  
15 through careful design, siting, landscape screening and innovative camouflaging  
16 techniques;
- 17 (5) Encourage the location and collocation of antennas on existing structures thereby  
18 minimizing new visual impacts and reducing the need for additional communication  
19 antenna support structures; and
- 20 (6) Further the balance between the need to provide for certainty to the communications  
21 industry in the placement of wireless communication facilities and the need to provide  
22 certainty to the residents and citizens that the aesthetic integrity of the county will be  
23 protected from the proliferation of unnecessary communication antenna support  
24 structures.

25

26 (b) Definitions. Unless specifically defined below, words or phrases shall be interpreted so as to  
27 give them the meaning they have in common usage and to give this section its most  
28 effective application.

29 Collocation shall mean the mounting or installation of an antenna and associated equipment  
30 on an existing communication antenna support structure, building or other structure for the  
31 purpose of transmitting and/or receiving radio frequency signals for communication  
32 purposes.

33

34 Communication antenna shall mean an antenna, appurtenant to a structure, designed to  
35 transmit and/or receive communications authorized by the Federal Communications  
36 Commission (FCC). The term, "communication antenna," shall not include antennas utilized  
37 by amateur radio operators licensed by the FCC.

38

39 Communication antenna support structure shall mean a support structure and/or support  
40 equipment at a fixed location or base station that enables FCC-licensed or authorized  
41 wireless communications between user equipment and a communications network. This  
42 term includes antenna support structures, radio transceivers, antennas, coaxial or fiber-optic  
43 cable, regular and backup power supplies, and comparable equipment, regardless of  
44 technological configuration (including Distributed Antenna Systems ("DAS") and small-cell  
45 networks). Communication antenna support structures are generally described as either  
46 monopole (freestanding), lattice (self-supporting), or guyed (anchored with guy wires or  
47 cables).

1 The term is not intended to include or apply to:

- 2 (1) radio and television broadcast antenna support structures that are licensed by the  
3 FCC and used primarily for broadcast purposes. Broadcast antennas and broadcast  
4 antenna support structures shall comply with the requirements of Section 10-6.813 of  
5 the zoning code.
- 6 (2) structures utilized by amateur radio operators licensed by the FCC or communication  
7 antenna support structures not exceeding 100 feet in height utilized by essential  
8 service providers on a site containing an essential service facility, such as but not  
9 limited to, fire stations, law enforcement facilities, including jails, electrical  
10 substations, wastewater treatment plants, sewer lift stations, overhead water storage  
11 tanks, water wells and utility operation or service centers, for the provision of  
12 telemetry data only.

13 Communication antenna support structure site shall mean a parcel of land smaller than the  
14 minimum lot size required in the zoning district completely contained within a lot, but  
15 meeting the requirements of the zoning district for the purposes of locating a communication  
16 antenna support structure. Also, see the definition of sub-parcel below.

17

18 Essential service shall mean the provision, by a public utility, of communication services to  
19 the public related to fire safety; law enforcement; weather; provision of electric, natural gas,  
20 water, or sanitary sewer service; or other circumstances affecting the health, safety, or  
21 welfare of the public.

22

23 Existing shall mean, for purposes of this section, a communication antenna support  
24 structure that has received final approval in the form of a building permit for an approved site  
25 and development plan or where substantial construction has been completed, and shall be  
26 considered an existing communication antenna support structure so long as such approval  
27 is valid and unexpired as of the effective date of this section.

28

29 Feasible collocation shall mean the collocation of antennas where technically and  
30 economically feasible, in order to reduce the need for new communication antenna support  
31 structure construction. Collocation shall be deemed to be feasible for purposes of this  
32 section where all of the following are met:

- 33 (1) The owner or person who otherwise controls the communication antenna support  
34 structure or other structure under consideration for collocation will undertake to  
35 charge fair and reasonable market rent or other fair and reasonable market  
36 compensation for collocation.
- 37 (2) The site on which collocation is being considered, taking into consideration the  
38 reasonable replacement of a facility, is able to provide sufficient structural strength to  
39 support the proposed communication antenna or related equipment.
- 40 (3) The collocation being considered is technologically reasonable and will not result in  
41 unreasonable electromagnetic interference, given appropriate physical adjustments  
42 in relation to the structure and antennas.
- 43 (4) The height of the structure necessary for collocation will not be increased beyond a  
44 point deemed to be permissible by the county administrator or designee, taking into  
45 consideration the standards contained in this section.

46 Privately-owned electric utility shall mean a business that provides the infrastructure  
47 necessary to deliver electricity and/or water services to the public at large.

1 Public utility shall mean a utility owned or operated by the United States, the State of  
2 Florida, Leon County, or the City of Tallahassee.

3  
4 Residential lot shall mean any parcel of land upon which one or more dwelling units are  
5 located, which is designated on the county's official zoning map as a zoning district that  
6 allows residential development, upon which a residential subdivision plat (preliminary or  
7 final) has been approved, or which has been designated for residential uses by any other  
8 unexpired development order (i.e., Planned Unit Development Area, Critical Planning Area,  
9 Target Planning Area, or Chapter 163 Development Agreement, with a residential  
10 component).

11  
12 Sub-parcel shall mean a portion of a larger parcel that is used to support the development of  
13 a communication antenna support structure. A sub-parcel shall only be created and used for  
14 the sole purpose of developing a communication antenna support structure. A sub-parcel is  
15 not required to be consistent with the minimum lot size of the zoning district within which it is  
16 located. A sub-parcel shall only be created with approval by the county through the  
17 appropriate development review and approval process as established by code.

18  
19 Substantial change shall mean a modification that substantially changes the physical  
20 dimensions of a communication antenna, communication antenna support structure or  
21 communication antenna support structure site by meeting any of the following criteria:

- 22 (1) increasing the height of the communication antenna support structure by more than  
23 10 percent or by the height of one additional antenna array with separation from the  
24 nearest existing antenna not to exceed 20 feet, whichever is greater; or
- 25 (2) installing equipment to the body of the communication antenna support structure that  
26 would protrude from the edge of the structure more than 20 feet, or more than the  
27 width of the structure at the level of the equipment, whichever is greater; or
- 28 (3) installing more than the standard number of new equipment cabinets required for the  
29 technology involved, but not to exceed four cabinets; or
- 30 (4) installing equipment or ground cabinets to an existing communication antenna  
31 support structure site that would entail any excavation or placement outside the  
32 current footprint and/or site, thereby increasing the overall impervious surface area;  
33 or
- 34 (5) installing equipment that would defeat the concealment elements or camouflage of  
35 the communication antenna or communication antenna support structure; or
- 36 (6) does not comply with conditions associated with the prior approval of the  
37 communication antenna support structure or communication antenna support  
38 structure site, unless noncompliance is due to an increase in height, increase in  
39 width, addition of cabinets, or new excavation that does not exceed the  
40 corresponding "substantial change" thresholds.

- 41  
42 (c) Applicability. All communication antennas and communication antenna support structures in  
43 the unincorporated areas of the county shall be subject to these land development  
44 regulations and all other applicable building and construction codes. In the event of any  
45 conflict between other land development regulations and the regulations contained in this  
46 section, the provisions of this section shall override and supersede such other regulations  
47 unless otherwise specifically set forth herein.

- 1 (1) Nonconforming uses and structures. To the extent set forth herein, the restrictions on  
2 nonconforming uses and structures contained in Division 3 of Article VI of the Leon  
3 County Code of Laws are modified and supplemented by this section. Bona fide  
4 nonconforming communication antenna support structures or communication  
5 antennas that are damaged or destroyed may be rebuilt and all such communication  
6 antenna support structures or communication antennas may be modified,  
7 reconstructed or replaced without meeting the minimum setback requirements  
8 specified in subsection (e)(2)(c) hereinafter. The type, height, and location of the  
9 communication antenna support structure on the site shall be of the same type and  
10 intensity as the original facility approval. Building permits to rebuild the  
11 communication antenna support structure shall comply with the applicable county  
12 codes and shall be obtained within 180 days from the date the communication  
13 antenna support structure is damaged or destroyed. If no permit is applied for or  
14 obtained, or if said permit expires, the communication antenna support structure  
15 shall be deemed abandoned as specified in subsection (h) hereinafter.  
16
- 17 (2) Airport regulations. All communication antenna support structure or communication  
18 antennas proposed in the unincorporated areas of the county shall comply with the  
19 requirements of Section 10-6.808, "airport regulation," of the zoning code. If there is  
20 any conflict between the requirements of this section and Section 10-6.808, the  
21 requirements in Section 10-6.808 shall control. Furthermore, no new communication  
22 antenna support structure shall be permitted within 1,000 feet of the landing area of a  
23 private airport that has been approved by the county pursuant to the provisions of  
24 subsection 10-6.803(g) of the zoning code.  
25
- 26 (3) Exemption for government-owned property. The provisions of this section shall not  
27 apply to communication antenna support structures or communication antennas  
28 located on property, rights-of-way or easements owned by the United States, State  
29 of Florida, Leon County, or the City of Tallahassee, provided those communication  
30 antenna support structures are owned by those public entities and are used for the  
31 provision of fire safety, law enforcement, emergency management, emergency  
32 medical services telecommunications, and/or a governmental purpose.  
33
- 34 (4) Broadcast antennas. The provisions of this section are not intended to apply to the  
35 siting of radio and television broadcast antenna support structures licensed by the  
36 FCC and used primarily for broadcast purposes which are regulated under Section  
37 10-6.813 of the zoning code.  
38
- 39 (d) Existing structures. All existing communication antenna support structures shall be allowed  
40 to continue to be used as they presently exist, provided that a notice of continuing use is  
41 submitted by the communication antenna support structure owner/operator to the  
42 Department of Development Support and Environmental Management once every three  
43 years. A notice of continuing use shall certify that the structure continues to be used as a  
44 communication antenna support structure and that a security or performance bond has been  
45 posted in an amount to be determined by the county to cover the cost of removal plus a

1 reasonable safety factor. Failure to file a notice of continuing use shall constitute  
2 abandonment in accordance with subsection (h). Routine maintenance shall be permitted on  
3 such existing communication antenna support structures.  
4

5 (1) No rezoning or zoning variance shall be required to locate a communication antenna on  
6 an existing nonresidential structure or multifamily residential structure 35 feet in height or  
7 greater; provided, however, that the communication antenna does not extend more than  
8 20 feet above the existing structure. Such structures may include, but are not limited to,  
9 nonresidential buildings, water towers, existing communications antenna support  
10 structures, recreational light fixtures and essential service provider facilities.  
11

12 (2) A communication antenna support structure may be rebuilt, reconstructed, or replaced in  
13 any zoning district, other than Residential Preservation, provided that it is accomplished  
14 in a manner consistent with the following:

15 a. Type. A communication antenna support structure which is modified or reconstructed  
16 to accommodate the collocation of an additional communication antenna shall  
17 comply with all the provisions of this section, except subsections (e)(3)(a) - Location  
18 and (e)(3)(c) – Setbacks. The communication antenna support structure shall be of  
19 the same type as the existing communication antenna support structure, unless  
20 reconstructed as a monopole. Furthermore, camouflaged communication antenna  
21 support structures may only be replaced with camouflaged structures of like design.

22 b. Height and distance requirements. An existing communication antenna support  
23 structure may be modified or rebuilt to a taller height, not to exceed 30 feet or 20  
24 percent of the height of the communication antenna support structure, whichever is  
25 greater, over the communication antenna support structure's existing height, to  
26 accommodate the collocation of an additional communication antenna, but in no  
27 case shall the height of the communication antenna support structure and proposed  
28 extension be greater than the distance to an existing residential structure. An  
29 increase in height to accommodate collocation shall only occur one time per  
30 communication antenna support structure.

31 c. On-site location. A communication antenna support structure which is being rebuilt to  
32 accommodate the collocation of an additional communication antenna may be  
33 moved on-site within 50 feet of its existing location, subject to the minimum distance  
34 requirements of this section. After the communication antenna support structure is  
35 rebuilt to accommodate collocation, the existing communication antenna support  
36 structure must be dismantled and removed within 60 days after the rebuilding so only  
37 one communication antenna support structure may remain on the site.

38 d. Development Review Process.

39 1. Existing, conforming structures.

40 i. The modification of communication antenna support structures to  
41 accommodate the collocation of additional users, not resulting in substantial  
42 changes as defined in this section, shall complete a permitted use  
43 verification, pursuant to Section 10-7.402(1), in support of the proposed  
44 project and shall be subject to a project status determination, pursuant to  
45 Section 10-7.402(2).

1           ii. The rebuilding, reconstructing, or replacing of existing communication  
2           antenna support structures to accommodate collocation of additional users,  
3           resulting in substantial changes, shall be approved through the Type A site  
4           and development plan process, as defined in Section 10-7.403.

5           2. Existing, non-conforming structures. The rebuilding, reconstructing, replacing or  
6           modification of nonconforming communication antenna support structures to  
7           accommodate collocation of additional users may only be approved through the  
8           Type C site and development plan process, as defined in Section 10-7.405.

9  
10 (e) New communication antenna support structures.

11  
12 (1) Feasibility of collocation. A permit for a new communication antenna support structure  
13           shall not be granted unless and until the applicant demonstrates that a feasible  
14           collocation, as defined in this section, is not available for the coverage area and capacity  
15           needs. The applicant must demonstrate, to the reasonable satisfaction of the county, the  
16           limiting factors that render existing communication antenna support structures or other  
17           structures unsuitable. The county shall maintain a list of all communication antenna  
18           support structures and shall make such list available to new communication antenna  
19           support structure applicants. If a party who owns or otherwise controls a new or existing  
20           communication antenna support structure shall fail or refuse to alter a structure so as to  
21           accommodate a proposed and otherwise feasible collocation, such facility shall  
22           thereupon and thereafter be deemed to be a nonconforming structure and use and shall  
23           be subject to the review process set forth in subsection (d)(2)d above.

24  
25 (2) Use of Existing Public Facilities. Leon County encourages the use of existing public  
26           facilities owned by the county, through lease situations, as sites for communication  
27           antenna and communication antenna support structures.

28  
29 (3) Location and setback requirements.

30           a. Zoning districts. A communication antenna support structure or communication  
31           antenna may be located in any zoning district so long as it meets the requirements of  
32           this section, except a communication antenna support structure or communication  
33           antenna shall not be located in Residential Preservation, on or within 400 feet of  
34           property designed as Historic Preservation overlay, or in a Planned Unit  
35           Development unless it is specifically listed as a principal permitted use. Any  
36           application for a communication antenna on or within 400 feet of property designated  
37           as Historic Preservation Overlay shall request a certificate of appropriateness from  
38           the county's architectural review board pursuant to Section 10-2.361 of the Land  
39           Development Regulations.

40           b. Subparcels. A communication antenna support structure may be located on a  
41           subparcel, as defined in this section, used for other principal uses on a parcel  
42           smaller than the minimum lot size required in the zoning district. This parcel shall be  
43           considered as the "communication antenna support structure site." The  
44           communication antenna support structure site, but not the entire lot, shall be subject  
45           to all of the requirements of this section, except as specifically provided herein. The

- 1 subdivision of land to create a subparcel shall be reviewed as part of the  
2 communication antenna support structure site plan process outlined in subsection  
3 (e)(13).
- 4 c. Setbacks from residential lots.
- 5 1. If a communication antenna support structure is located on a residential or  
6 multifamily residential structure of 35 feet in height or greater, the communication  
7 antenna support structure shall be at least 250 feet, but not less than the height  
8 of the proposed communication antenna support structure itself, from the nearest  
9 residential lot zoned for or constructed with single-family residences or  
10 multifamily residences of less than 35 feet in height.
- 11 2. All other communication antenna support structures shall be located at least 300  
12 feet, but not less than the height of the proposed communication antenna support  
13 structure itself, from the nearest residential lot zoned for or constructed with  
14 single-family residences or multifamily residences of less than 35 feet in height.
- 15 i. Distances shall be measured from the center of the base of the  
16 communication antenna support structure to the residential lot line.
- 17 ii. Notwithstanding anything to the contrary in the Land Development  
18 Regulations, no communication antenna support structure other than a  
19 monopole (freestanding) shall be located in any location adjacent to a  
20 residential lot.
- 21 iii. There are no minimum yard requirements for communication antenna support  
22 structures.
- 23 iv. Variances from these setback requirements may be granted consistent with  
24 the standards contained in subsection (j) of this section.
- 25
- 26 (4) Maximum height. Notwithstanding anything to the contrary in the land development  
27 regulations, the maximum height of communication antenna support structures shall be  
28 150 feet, except in Rural (R), Urban Fringe (UF), Industrial (I), Light Industrial (M-1) and  
29 Activity Center (AC) districts or in Planned Unit Developments (PUD), Critical Planning  
30 Areas (CPA) or Target Planning Areas (TPA) which include community services, light or  
31 heavy infrastructure, or light or heavy industrial uses, in which the maximum height shall  
32 be 250 feet. Measurements of communication antenna support structure height shall  
33 include the base pad and other appurtenances, and shall be measured from the finished  
34 grade at the communication antenna support structure base.
- 35
- 36 (5) Illumination. Communication antenna support structures shall not be artificially lighted  
37 except to assure human safety or as required by the Federal Aviation Administration  
38 (FAA).
- 39
- 40 (6) Structural design.
- 41 a. Collocation requirements. All new communication antenna support structures shall  
42 be structurally designed to accommodate the collocation of communication antennas  
43 as follows:

- 1           1. All communication antenna support structures, except camouflaged structures,  
2           over 80 feet and up to and including 125 feet in height shall be structurally  
3           designed to accommodate at least two service providers.
- 4           2. All communication antenna support structures, except camouflaged structures,  
5           over 125 feet and up to and including 150 feet in height shall be structurally  
6           designed to accommodate at least three service providers.
- 7           3. All communication antenna support structures, except camouflaged structures,  
8           exceeding 150 feet in height shall be structurally designed to accommodate at  
9           least four service providers.
- 10          b. Structural integrity. Communication antenna support structures shall be designed  
11          and constructed to ensure that the structural failure or collapse of the communication  
12          antenna support structure will not create a safety hazard to adjoining properties.  
13          Communication antenna support structures shall be constructed to the TIA 222-G  
14          Standards, as published by the Telecommunications Industry Association (TIA),  
15          which may be amended from time to time, and all applicable county building codes.  
16          Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to  
17          existing communication antenna support structures shall require submission of site  
18          plans sealed and verified by a professional engineer, which demonstrate compliance  
19          with the TIA 222-G Standards in effect at the time of said improvement or addition.  
20          Said plans shall be submitted to and reviewed and approved by the Department of  
21          Development Support and Environmental Management at the time building permits  
22          are requested.
- 23
- 24          (7) Fencing. A minimum eight-foot finished masonry wall or fence with no less than 85  
25          percent opacity shall be required around all communication antenna support structure  
26          sites. Access to the communication antenna support structure shall be through a locked  
27          gate.
- 28
- 29          (8) Ownership marking. All communication antenna support structures shall be marked at  
30          the entry gate with the proper indicia of ownership, including emergency contact  
31          information.
- 32
- 33          (9) No advertising. Neither the communication antenna support structure nor the  
34          communication antenna support structure site shall be used for advertising purposes  
35          and shall not contain any signs for the purpose of advertising.
- 36
- 37          (10) Landscaping. The visual impacts of residentially or commercially located  
38          communication antenna support structures shall be mitigated through landscaping or  
39          other screening materials at the base of the communication antenna support structure  
40          and ancillary structures as follows:
- 41
- 42                a. A 15-foot, Type B landscape buffer which meets the landscape requirements of  
43                Section 10-7.522 of the zoning code shall be required around the perimeter of the  
44                communication antenna support structure and any accessory structures located  
45                outside the required wall or fence;

- b. All required landscaping shall be of the evergreen variety;
- c. All required landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and vitality;
- d. Required landscaping shall be installed outside the fence or wall; and
- e. Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward meeting landscaping requirements.
- f. An applicant may request a deviation to the development standards in this section in accordance with Section 10-1.106.

(11) Finished color. Communication antenna support structures not requiring FAA painting/marketing shall have either a galvanized finish or painted a dull blue, gray, or black finish.

(12) Camouflaged structures. Upon receipt of a completed site and development plan application where a camouflaged structure is being proposed, the county administrator or designee shall make a determination, based on a recommendation of technical review committee staff, whether the proposed communication antenna support structure qualifies as a camouflaged structure. The determination may be appealed pursuant to the formal proceedings under Division 7 of Article VII of Chapter 10 (Planning Commission).

- a. Criteria to be considered in determining whether a communication antenna support structure qualifies as a camouflaged structure:
  - 1. The communication antenna support structure resembles a natural object or a manmade structure (an example of a natural object is a tree; examples of a manmade structure are bell and clock communication antenna support structures, church steeples, detached or attached sign structures or a lookout station); or
  - 2. The communication antenna support structure serves a purpose other than supporting communication antennas (for example, lighting of sports facilities, transmission of electrical and/or telephone lines, flag poles); or
  - 3. The communications antenna support structure is designed to be compatible with the architectural elements, such as bulk, massing, and scale of the surrounding properties or structures; or
  - 4. The communication antenna support structure is designed to complement or to blend with the principal on-site use or structure, if any.
- b. Camouflaged structures, pursuant to the provisions of this subsection, shall be permitted in all zoning districts. However, no antenna support structure may be located on a residential property used as single-family attached, single-family detached, two-family (duplex) dwellings, or multifamily units containing four or less dwelling units.
- c. Camouflaged structures, pursuant to the provisions of this subsection, shall be setback a distance equal to the height of the communication antenna support structure from the nearest existing building and/or structure.

- 1 d. Variance requests for camouflaged structures shall be reviewed and approved as  
2 appropriate by the entity with the authority to approve the proposed project, and shall  
3 not be required to complete the Board of Adjustment and Appeals variance process  
4 as established by subsection (j).  
5

6 (13) Development Review Process. The development review and approval system for new  
7 communication antenna support structures and communication antenna support  
8 structure sites shall consist of the following elements:

- 9 a. A permitted use verification, pursuant to Section 10-7.402(1), shall be required for  
10 siting all communication antenna support structures and communication antennas.  
11 b. All communication antenna support structures and communication antennas shall be  
12 approved through the Type B site and development plan process, as defined in  
13 Section 10-7.404. In addition to the requirements of a Type B application, the  
14 applicant shall also submit the following information:  
15 1. A narrative which details the scope of the project and the specific need for a new  
16 communication antenna support structure and whether the proposal includes a  
17 request to be qualified as a camouflaged structure.  
18 2. A notarized statement by the applicant stating why feasible collocation on an  
19 existing communication antenna support structure cannot be achieved.  
20 Supporting evidence that demonstrates feasible collocation cannot be achieved  
21 shall accompany the applicant's notarized statement. The statement should also  
22 include information regarding the number of additional service providers that the  
23 proposed communication antenna support structure has been structurally  
24 designed to accommodate, as required by this section.  
25 3. The location of all communication antenna support structure and communication  
26 antennas within a one mile radius of the location of the proposed structure  
27 showing any gaps in coverage area and/or capacity that are proposed to be met  
28 by the proposed project.  
29 4. The location and coordinates of the proposed communication antenna support  
30 structure in digital format compatible with the county's GIS system.  
31 5. Legal description of the parent tract and subparcel or leased area (if applicable).  
32 6. A scaled site plan that clearly indicates:  
33 i. the location, type, and height of the proposed communication antenna  
34 support structure;  
35 ii. on-site land uses and zoning;  
36 iii. nature of uses on adjacent and nearby properties within 500 feet of the  
37 communication antenna support structure site property line (including when  
38 adjacent to other municipalities);  
39 iv. zoning classification of the site and all properties within the applicable  
40 setback areas;  
41 v. adjacent roadways and all existing and proposed easements, including  
42 proposed method of ingress and egress and access for emergency service  
43 vehicles;  
44 vi. setbacks from the property lines and setback distance between proposed  
45 communication antenna support structure and the nearest residential unit,

- 1 platted residentially zoned properties, and unplatted residentially zoned  
2 properties;
- 3 vii. elevation drawings of the proposed communication antenna support structure  
4 and any other structures proposed, including but not limited to, equipment  
5 cabinets and sheds;
- 6 viii. design of the communication antenna support structure, with particular  
7 reference to design characteristics that have the effect of reducing or  
8 eliminating visual obtrusiveness, including camouflaging;
- 9 ix. surrounding topography, tree coverage and foliage;
- 10 x. a landscape plan showing specific landscape materials;
- 11 xi. fencing details that include the method of meeting opacity requirements and  
12 information regarding required ownership marking on entrance gates; and,
- 13 xii. finished color and, if applicable, the method of camouflage and illumination.
- 14 7. Any other information deemed necessary by the county to assess compliance  
15 with this section and all applicable federal, state, or local laws.
- 16 c. In granting a permit, the county shall require the posting of a security or performance  
17 bond, in an amount to be determined by the county, not to exceed the cost of  
18 removal plus a reasonable safety factor, to ensure removal of such communication  
19 antenna support structure(s) if it becomes abandoned as described in subsection (h)  
20 of this section. Those entities defined herein as a public utility or a privately-owned  
21 electric utility shall be exempt from this requirement.
- 22 d. Any information of an engineering nature that the applicant submits, whether civil,  
23 mechanical, or electrical, shall be certified by a licensed professional engineer, as  
24 otherwise required by law.
- 25 e. Any decision to deny an application for siting a communication antenna support  
26 structure or communication antenna shall be in writing and supported by substantial  
27 evidence contained in a written record. No location for placement, construction or  
28 modification of a communication antenna support structure or communication  
29 antenna shall be regulated on the basis of the environmental effects of radio  
30 frequency emissions to the extent that the communication antenna support structure  
31 and communication antennas comply with the FCC regulations concerning such  
32 emissions.
- 33 (f) Deviations. The county shall consider the following factors in determining whether to issue  
34 a permit, although the county may waive or reduce the burden on the applicant of one or  
35 more of these criteria if the county concludes that the goals of this section are better served  
36 thereby:
- 37 (1) Height of the proposed communication antenna support structure;
- 38 (2) Proximity of the communication antenna support structure to residential structures and  
39 residential district boundaries;
- 40 (3) Nature of uses on adjacent and nearby properties within 500 feet of the communication  
41 antenna support structure site property line;
- 42 (4) Surrounding topography;
- 43 (5) Surrounding tree coverage and foliage;

1 (6) Design of the communication antenna support structure, with particular reference to  
2 design characteristics that have the effect of reducing or eliminating visual  
3 obtrusiveness;

4 (7) Proposed ingress and egress; and

5 (8) Availability of suitable existing communication antenna support structures or other  
6 structures.

7  
8 (g) Certification of compliance with FCC NIER Standards. Prior to receiving final inspection,  
9 adequate proof shall be submitted to the county documenting that the communication  
10 antenna support structure complies with all current FCC regulations for non-ionizing  
11 electromagnetic radiation (NIER). The county administrator or designee shall indicate on the  
12 site plan approval that this certification has been received.

13  
14 (h) Abandonment. In the event the use of any communication antenna support structure has  
15 been discontinued for a period of 180 consecutive days, the communication antenna  
16 support structure shall be deemed to be abandoned. Determination of the date of  
17 abandonment shall be made by the county administrator or designee, based upon  
18 documentation and/or affidavits from the communication antenna support structure  
19 owner/operator regarding the issue of usage. Upon the determination of such abandonment,  
20 the owner/operator of the communication antenna support structure shall have an additional  
21 180 days within which to: (1) reactivate the use of the communication antenna support  
22 structure or transfer the structure to another owner/operator who makes actual use of the  
23 structure, or (2) dismantle and remove the structure. At the earlier of 180 days from the date  
24 of abandonment without reactivation or upon completion of dismantling and removal, any  
25 exception and/or variance approval for the communication antenna support structure shall  
26 automatically expire.

27  
28 (i) Judicial review. For purposes of seeking judicial review, county action on a permit  
29 application shall not be final until the applicant has exhausted its right to formal proceedings  
30 under Division 7 of Article VII of Chapter 10. Any person adversely affected by any final  
31 action or failure to act on a permit application may, within 30 days after final action or failure  
32 to act by the county, file a petition for writ of certiorari in the Leon County Circuit Court.

33  
34 (j) Variances. Applications for variances under this section shall be submitted to and reviewed  
35 by the Board of Adjustment and Appeals, in accordance with the procedures and hardship  
36 criteria outlined in Division I, Subdivision III (*Board of Adjustments and Appeals*) of Article II  
37 of Chapter 10. A variance application must include all the information required for  
38 submission of a site and development plan review as outlined in this section. No variances  
39 to height, setbacks, fencing, or buffer requirements shall be granted for communication  
40 antenna support structures and communication antennas located in any Residential  
41 Preservation future land use category, except for camouflaged structures determined in  
42 compliance with subsection (e)(12). Variance requests for camouflaged structures  
43 determined to be in compliance with subsection (e)(12) shall be reviewed and approved as  
44 appropriate by the entity with the authority to approve the proposed project, and shall not be

1 required to complete the Board of Adjustment and Appeals variance process as established  
2 by this section.

3  
4 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of  
5 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this  
6 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County  
7 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this  
8 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.  
9

10 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or portion of this  
11 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,  
12 such portion shall be deemed a separate, distinct, and independent provision and such holding  
13 shall not affect the validity of the remaining portions of this Ordinance.  
14

15 **SECTION 4.** Effective date. This ordinance shall be effective according to law.  
16

17  
18 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,  
19 Florida, this \_\_\_\_ day of \_\_\_\_\_, 2015.  
20

21  
22 LEON COUNTY, FLORIDA  
23

24  
25 BY: \_\_\_\_\_  
26 MARY ANN LINDLEY, CHAIRMAN  
27 BOARD OF COUNTY COMMISSIONERS  
28

29 ATTEST:  
30 BOB INZER, CLERK OF THE COURT  
31 AND COMPTROLLER  
32 LEON COUNTY, FLORIDA  
33

34  
35 BY: \_\_\_\_\_  
36

37 APPROVED AS TO FORM:  
38 LEON COUNTY ATTORNEY'S OFFICE  
39

40  
41 BY: \_\_\_\_\_  
42 HERBERT W.A. THIELE, ESQ.  
43 COUNTY ATTORNEY

## Wireless Facility Siting: Model Chapter Implementing Section 6409(a) and

### Wireless Facility Siting: Section 6409(a) Checklist

Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 mandates that a State or local government approve certain wireless broadband facilities siting requests for modifications and collocations of wireless transmission equipment on an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. In October 2014, the Federal Communications Commission unanimously approved rules interpreting Section 6409(a).

In an effort to assist jurisdictions with limited resources to comply with the new rules, wireless industry associations PCIA and CTIA affirmatively committed to working with local government associations – the National League of Cities, the National Association of Counties, and the National Association of Telecommunications Officers and Advisors – to: 1) develop a model ordinance and application for reviewing eligible facilities requests under Section 6409(a); 2) distribute wireless siting best practices; 3) create a checklist that local government officials can use to help streamline the review process; and 4) hold webinars regarding the application process.

As we have made clear, neither the model ordinance nor checklist is intended to provide legal advice; we strongly encourage jurisdictions to consult with an attorney on legal matters. Further, neither the model ordinance nor checklist imposes any legal obligation whatsoever on any jurisdiction. These documents are meant only to provide a framework that jurisdictions may voluntarily use to determine if their current wireless siting review process complies with the FCC's new rules.

The FCC rules do not require jurisdictions to use or adopt these documents. Some localities may need to revise their existing local laws to the extent that they conflict with the new rules. Some localities with consistent local laws or no laws that regulate wireless deployments may not need to take any legislative action for compliance.

Some may view the model ordinance and checklist as overly broad or too narrow in scope. The presence or absence of any provision or item should not be seen as either an express endorsement or rejection of the provision or item. Again, these documents are not intended to provide legal advice.

Legal or regulatory action challenging the FCC's rules may be taken. In the event any such efforts result in a change in the rules, we will notify our members of such via websites, publications, and all other appropriate means.

Finally, if your jurisdiction has an ordinance or checklist implementing Section 6409(a) and the FCC's rules, please send it to Julia Pulidindi at: [Pulidindi@nlc.org](mailto:Pulidindi@nlc.org). We will make these materials available to our members. In addition, in preparation for the development of *voluntary* wireless broadband facilities siting best practices, we encourage you to share your experiences in dealing with the new rules with us. Tell us what works, what doesn't, and how the process could be made better.

## Wireless Facility Siting: Model Chapter Implementing Section 6409(a)

Note: Use of this model chapter is voluntary. It is meant to provide a framework for those jurisdictions needing assistance in complying with Federal timeframes to act on Eligible Facilities Requests for modifications to existing wireless towers or base stations that do not substantially change the physical dimensions of such towers or base stations. This document is not intended to provide legal guidance; jurisdictions are encouraged to consult an attorney on legal matters.

### I. PURPOSE

This Chapter implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (“Spectrum Act”),<sup>1</sup> as interpreted by the Federal Communications Commission’s (“FCC” or “Commission”) Acceleration of Broadband Deployment Report & Order,<sup>2</sup> which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

### II. DEFINITIONS<sup>3</sup>

For the purposes of this Chapter, the terms used have the following meanings:<sup>4</sup>

- a. *Base Station.* A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein or any equipment associated with a tower. Base Station includes, without limitation:
  - i. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
  - ii. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems (“DAS”) and small-cell networks).
  - iii. Any structure other than a tower that, at the time the relevant application is filed with [jurisdiction] under this section, supports or houses equipment described in paragraphs (a)(i)-(a)(ii) that has been reviewed and approved

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<sup>1</sup> Middle Class Tax Relief and Job Creation Act of 2012, 112 Pub. L. 96, *codified at* 47 U.S.C. 1455.

<sup>2</sup> Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, *Report and Order*, 29 FCC Rcd 12865 (2014) (“2014 Infrastructure Order”).

<sup>3</sup> These definitions were adapted from the FCC’s own definitions. *See generally* 47 CFR § 1.40001(b). For a discussion of these definitions, see 2014 Infrastructure Order ¶¶ 145-204.

<sup>4</sup> A jurisdiction may wish to incorporate these definitions, which are specific to Section 6409(a), into its wireless facilities ordinance more broadly; alternatively, these can be stand-alone definitions solely for Eligible Facilities Requests under Section 6409(a).

under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with [jurisdiction] under this section, does not support or house equipment described in (a)(i)-(ii) of this section.

- b. *Collocation.* The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
- c. *Eligible Facilities Request.* Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
  - i. Collocation of new transmission equipment;
  - ii. Removal of transmission equipment; or
  - iii. Replacement of transmission equipment.
- d. *Eligible support structure.* Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with [jurisdiction] under this section.
- e. *Existing.* A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this section.
- f. *Site.* For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted t that area in proximity to the structure and to other transmission equipment already deployed on the ground.
- g. *Substantial Change.* A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
  - i. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;<sup>5</sup>

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<sup>5</sup> Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act. 47 CFR § 1.40001(b)(7)(i)(A).

- ii. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- iii. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- iv. It entails any excavation or deployment outside the current site;
- v. It would defeat the concealment elements of the eligible support structure; or
- vi. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs (g)(i)-(g)(iv) of this section.<sup>6</sup>
- h. *Transmission Equipment.* Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- i. *Tower.* Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

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<sup>6</sup> See 2014 Infrastructure Order ¶ 200. This section identifies the limited number of prior conditions of site approval that may not be used to determine whether a modification qualifies as a substantial change. *Id.*

### III. APPLICATION REVIEW<sup>7</sup>

- a. *Application.* [Jurisdiction] shall prepare and make publicly available an application form which shall be limited to the information necessary for [jurisdiction] to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.
- b. *Type of Review.* Upon receipt of an application for an Eligible Facilities Request pursuant to this Chapter, [identify appropriate department– e.g., Public Works, Planning] shall review such application to determine whether the application so qualifies.<sup>8</sup>
- c. *Timeframe for Review.* Within 60 days of the date on which an applicant submits an application seeking approval under this Chapter, [jurisdiction] shall approve the application unless it determines that the application is not covered by this Chapter.
- d. *Tolling of the Timeframe for Review.* The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by [jurisdiction] and the applicant, or in cases where [jurisdiction’s reviewing body] determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.
  - i. To toll the timeframe for incompleteness, [jurisdiction] must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
  - ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to [jurisdiction’s] notice of incompleteness.
  - iii. Following a supplemental submission, [jurisdiction] will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in paragraph (d) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.
- b. *Interaction with Section 332(c)(7).*<sup>9</sup> If [jurisdiction] determines that the applicant’s request is not covered by Section 6409(a) as delineated under this Chapter, the

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<sup>7</sup> This section was adapted from the FCC’s rules. *See generally* 47 CFR § 1.40001(c). For a discussion of application review processes, see 2014 Infrastructure Order ¶¶ 205-236.

<sup>8</sup> The jurisdiction may wish to review whether existing processes meet the requirements of the 2014 Infrastructure Order. *See, e.g.,* 47 CFR § 1.40001(c)(1); 2014 Infrastructure Order ¶ 214.

<sup>9</sup> *See* 47 U.S.C. § 332(c)(7); *In re* Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review and to Preempt Under Section 253 State and Local Ordinances that Classify

presumptively reasonable timeframe under Section 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of [jurisdiction's] decision that the application is not a covered request. To the extent such information is necessary, [jurisdiction] may request additional information from the applicant to evaluate the application under Section 332(c)(7)<sup>10</sup>, pursuant to the limitations applicable to other Section 332(c)(7) reviews.<sup>11</sup>

- c. *Failure to Act.* In the event [jurisdiction] fails to approve or deny a request seeking approval under this Chapter within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.
- d. *Remedies.* Applicants and [jurisdiction] may bring claims related to Section 6409(a) to any court of competent jurisdiction.

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All Wireless Siting Proposals as Requiring a Variance, *Declaratory Ruling*, 24 FCC Rcd 13994 (2009) ("Shot Clock Ruling"), available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/FCC-09-99A1\\_Rcd.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-09-99A1_Rcd.pdf).

<sup>10</sup> See 2014 Infrastructure Order ¶ 220. For example, an applicant may submit a request for review under Section 6409(a) asserting the modification does not substantially change the physical dimensions of the facility, when in fact the application proposes a substantial change and is therefore not covered under Section 6409(a). See *id.*

<sup>11</sup> See 2014 Infrastructure Order ¶¶ 258-260 (prescribing limits on application review and tolling for applications under Section 332(c)(7)).

## Wireless Facility Siting: Section 6409(a) Checklist

Note: Use of this checklist is voluntary. It is meant to provide a framework for those jurisdictions needing assistance in complying with Federal timeframes to act on Eligible Facilities Requests for modifications to existing wireless towers or base stations that do not substantially change the physical dimensions of such towers or base stations. This document is not intended to provide legal guidance; jurisdictions are encouraged to consult an attorney on legal matters.

Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. § 1455(a), reads in pertinent part:

“...a State or local government may not deny, and **shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change** the physical dimensions of such tower or base station.” (emphasis added).

### Initial Application Review

- A jurisdiction should contemplate three types of wireless facility applications:
  - o Collocation or modification that is not a substantial change (“Eligible Facilities Request”);
  - o Collocation or modification that is a substantial change; OR
  - o New facility
- If the application is for a collocation or modification, the documentation provided by the applicant must state whether the collocation or modification is a substantial change. – See Appendix A for definition of “substantial change.”
  - o Note: The FCC has clarified that “collocation” includes the first placement of transmission equipment on a wireless tower or base station.<sup>1</sup>
- Appropriate application fee should be in place, if applicable.
- Check application for completeness
  - o Note: Must notify applicant in writing of incomplete application **within 30 days** of submission. This tolls the clock (i.e. stops 60 day deadline from running) provided it identifies the specific material missing from the application and cites the basis for requiring the submission of such material. Once applicant submits supplemental materials, the clock again may be tolled if the state or local government notifies applicant in writing **within 10 days** that supplemental submission is also incomplete. If the application is deemed incomplete, the written notice must specify the missing information and the code, provision, ordinance, application instruction or other publically-stated procedures that requires the information.

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<sup>1</sup> See 2014 Infrastructure Order ¶ 179.

### **Site/Attachment Information**

- Summary of site location (address) and ownership of structure to which collocation or modification applies
  - o Examine: Ownership of support structure, dimensions of support structure prior to collocation (to measure whether collocation or modification would constitute a “substantial change”)
  - o Property boundaries, setbacks, elevation and dimensions of collocation or modification project
- Summary and scope of work to be completed on site
- Changes to current site
  - o Examine: Will collocation or modification defeat the effect of existing concealment elements? Concealment elements include, but are not limited to, artificial tree branches or painting to match a supporting façade.<sup>2</sup>

### **Equipment Specifications**

- Equipment type
- Equipment specifications (Example: dimensions and weight)
- Installation status: E.g., removing, updating, collocating
- Equipment mount type
- FCC antenna structure registration number (if applicable)
- Will collocation equipment require lighting?

### **Compliance with Federal, State and Local Ordinances and Codes**

- Conformance with local zoning and building and safety codes should be reviewed by the jurisdiction’s building or planning department
  - o Examine: E.g., setback requirements, electrical power safety, wind resistance safety
  - o Ensure that facility was lawfully constructed
- Post-installation maintenance schedule
- Any required certifications
  - o Example: Applicant will comply with all applicable federal, state, and local building codes supported by structural analysis

### **Legal**

- Ensure jurisdiction’s applicable insurance/surety bond/other financial requirements are satisfied for installation

### **Contact Information**

- Primary and secondary contact information for wireless facility project coordinators (local government and industry)

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<sup>2</sup> See 2014 Infrastructure Order ¶ 200.

- Emergency contact information in case of tower/collocation disruption

### Timeframe<sup>3</sup>

- Within 60 days of the application filing, accounting for tolling, a state or local government shall approve the application if covered by Section 6409(a).
- Tolling period may commence by (1) mutual agreement, or (2) upon written notice to applicant that application is incomplete within the first 30 days following an application submission, as long as notice identifies the missing information, as well as the code provision, ordinance, or application instruction that requires the submission of the information.
- Local jurisdictions have 10 days to notify the applicant that the supplemental submission (after notification of incomplete application) did not provide the information identified in the original notice that specified the missing information.
- The failure to approve an application within the time for action will result in a deemed grant of the application.
  - o A state or local authority may challenge an applicant's written assertion of a deemed grant in any court of competent jurisdiction when it believes the underlying application did not meet the criteria in Section 6409(a) for mandatory approval, would not comply with applicable building codes or other non-discretionary structural and safety codes, or for other reasons is not appropriately "deemed granted."

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<sup>3</sup> The rule implementing the 2014 Infrastructure Order, 47 CFR § 1.40001 ("Wireless Facilities Modifications") becomes effective April 8, 2015; however, §§ 1.40001(c)(3)(i), 1.40001(c)(3)(iii), and 1.140001(c)(4) (reproduced below), which have new information collection requirements, will not be effective until approved by the Office of Management and Budget (OMB). The FCC will publish a document in the Federal Register announcing OMB approval and the relevant effective date.

**47 CFR 1.40001(c)(3)(i)**—To toll the 60-day review timeframe on grounds that an application is incomplete, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of Section 1.140001.

**47 CFR 1.140001(c)(3)(iii)**—Following a supplemental submission from the applicant, the State or local government will have 10 days to notify the applicant in writing if the supplemental submission did not provide the information identified in the State or local government's original notice delineating missing information. The timeframe for review is tolled in the case of second or subsequent notices of incompleteness pursuant to the procedures identified in paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

**47 CFR 1.140001(c)(4)**—If a request is deemed granted because of a failure to timely approve or deny the request, the deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

## APPENDIX A

### How does the FCC define “substantial change”?

The FCC has determined that a modification substantially changes the physical dimension of a wireless tower or base station if it meets ANY of the following criteria:

- ❖ Towers outside public rights of way<sup>4</sup>
  - Increases height by more than 20 feet or 10 percent, whichever is greater;
  - Protrudes from edge of tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater;
  
- ❖ Towers in public rights of way and for all base stations
  - Increases height of tower or base station by more than 10 percent or 10 feet, whichever is greater;
  - Protrudes from the edge of the structure more than 6 feet;
  
- ❖ Involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
  
- ❖ Entails any excavation or deployment outside the current site of the tower or base station;
  
- ❖ Would defeat existing concealment elements of the tower or base station; or
  
- ❖ Does not comply with conditions associated with the prior approval of the tower or base station unless non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds.

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<sup>4</sup> Section 6409(a) applies only to state and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities, e.g., as owners of support structures or real property. *See* 2014 Infrastructure Order ¶ 239.

## APPENDIX B

### Application Elements that May Voluntarily be Adopted by Local Jurisdictions

A jurisdiction should review whether existing application processes meet the requirements of the FCC's 2014 Infrastructure Order. A jurisdiction may consider including the following elements in its application form for an Eligible Facilities Request:

1. Applicant's certification that they have the legal authority to collocate/modify support structure which may include approvals from the jurisdiction authorizing the initial placement of transmission equipment on the tower or other structure.
2. The identity of the owner of the parcel.
3. Detailed site plan. Except where the facility will be located entirely within an existing structure or an existing building, a detailed site plan should show:
  - (a) Existing and proposed improvements. The location and dimensions of the existing facility and the maximum height above ground of the facility (also identified in height above sea level).
  - (b) Elevation. The benchmarks and datum used for elevations.
  - (c) Design. The design of the facility, including the specific type of support structure and the design, type, location, size, height and configuration of applicant's existing and proposed antennas and other equipment. The method(s) by which the antennas will be attached to the mounting structure should be depicted.
  - (d) All existing setbacks.
  - (e) Location of accessways. The location of all existing accessways and the location and design of all proposed accessways.



# MEMORANDUM

**TO:** Shawna Martin, Senior Planner, Development Support and Environmental Management

**FROM:** Jiwuan Haley, Senior Planner, Tallahassee-Leon County Planning Department

**DATE:** August 7, 2015

**SUBJECT:** Comprehensive Plan Consistency Review - Communication Antennas and Communication Antenna Support Structures

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## **Summary of Proposed Ordinance**

The proposed ordinance to the Leon County Land Development Code amends Chapter 10, Section 10-6.812, Communication Antennas and Communication Antenna Support Structures by providing new definitions for the section. The purpose and intent of the ordinance is as follows:

(a) *Purpose and Intent.* The regulations and requirements of this section are intended to:

- (1) Promote the public health, safety and general welfare by regulating the siting of wireless communication facilities;
- (2) Accommodate the growing need and demand for wireless communication services;
- (3) Provide for the appropriate location and development of wireless communication facilities within the county and recognize that the provision of wireless services may be an essential service within such land use categories as may be provided for under the Comprehensive Plan, subject to the limitations of this section;
- (4) Minimize adverse visual effects of wireless communication facilities through careful design, siting, landscape screening and innovative camouflaging techniques;
- (5) Encourage the location and co-location of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional antenna support structures; and
- (6) Further the balance between the need to provide for certainty to the communication industry in the placement of wireless communication facilities and the need to provide certainty to the residents and citizens of the county that the aesthetic integrity of the county will be protected from the proliferation of unnecessary antenna support structures.

## **Consistency Determination**

Planning Department staff has reviewed the proposed changes in relation to the Comprehensive Plan goals, objectives, and policies and finds the proposed ordinance consistent with the Plan.

While the Comprehensive Plan does not extend to this level of development detail, the proposed ordinance supports and furthers the goals, objectives and policies of the Land Use Element. Specifically, the proposed ordinance provides definitions and regulatory standards for Communication Antennas and Communication Antenna Support Structures. Objective 1.4 of the Land Use Element requires the County to “Maintain a set of specific and detailed Land Development Regulations, which implement and are consistent with the goals, objectives and policies of the Tallahassee-Leon County Comprehensive Plan.” The ordinance is consistent with Policy 1.4.10: [L] of the *Tallahassee-Leon County Comprehensive Plan* which states the following:

“The land development regulations shall provide for zoning districts which shall indicate which land uses are allowed, prohibited, or conditional-with-specified constraints consistent with the criteria set forth in the narrative intent of the future land use categories, the land use development matrix which is intended to be a pictorial representation of existing policies in the Comprehensive Plan, and the Goals, Objectives, and Policies of the Comprehensive Plan.” The ordinance provides clarity on where communication antennas and communication antenna support structures are permissible in Leon County zoning districts.

According to Sect.10-2.323(5) of the Leon County Land Development Code, the Planning Commission is responsible for the “Review of proposed development codes and regulations and amendments and make recommendations to the governing bodies as to the consistency of the proposals with the adopted Comprehensive Plan.”

If you have any questions about the review, please contact Planning Department staff at 891-6400.

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, September 15, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.812, COMMUNICATION ANTENNAS AND COMMUNICATION ANTENNA SUPPORT STRUCTURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

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 said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 426  
Tallahassee, Florida 32301

Advertise: September 4, 2015