BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

Tuesday, November 14, 2017 3:00 p.m.

COUNTY COMMISSIONERS

John E. Dailey, Chairman District 3

Bill Proctor District 1

Bryan Desloge District 4

Mary Ann Lindley At-Large



Vincent S. Long County Administrator

Herbert W. A. Thiele County Attorney Jimbo Jackson District 2

Kristin Dozier District 5

Nick Maddox, Vice Chair At-Large

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." Commission Meeting Agendas are available on the Leon County Home Page at: www.leoncountyfl.gov. Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at 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 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, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website www.LeonCountyFl.gov/ADA.

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting Tuesday, November 14, 2017, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Rabbi Jack Romberg from Temple Israel Pledge of Allegiance by Commissioner Kristin Dozier

AWARDS AND PRESENTATIONS

 Proclamation Recognizing November 2017 as National Family Caregivers Month (Commissioner Lindley)

CONSENT

- 1. Minutes: September 26, 2017 Regular Meeting and October 3, 2017 Special Public Hearing (Clerk of the Court)
- 2. Payment of Bills and Vouchers (County Administrator/ Office of Financial Stewardship)
- 3. FY 2017 Carry Forward Appropriations and FY 2017 Year-End Adjustments (County Administrator/ Office of Financial Stewardship)
- 4. Ratification of Board Actions Taken at the October 10, 2017 Workshop on Crime Statistics in Leon County

(County Administrator/ County Administration)

5. Ratification of Board Actions Taken at the October 24, 2017 Workshop on the 2018 State and Federal Legislative Priorities

(County Administrator/ County Administration)

- 6. Installation of a Historical Marker at the Leon County Fairgrounds (*County Administrator/ County Administration*)
- 7. Ratification of Actions Taken at the October 26, 2017 Joint County-City Affordable Housing Workshop

(County Administrator/ Human Services & Community Partnerships)

8. Second Amendment to Toll Road Operation and Lease Agreement Related to the Orchard Pond Parkway

(County Attorney)

9. Modification of the Florida Division of Emergency Management, Fiscal Year 2016, State Homeland Security Grant

(County Administrator/ Office of Financial Stewardship)

10. Proposed Revision to Leon County Personnel Policies and Procedures (County Administrator/ Human Resources)

<u>Status Reports:</u> (These items are included under Consent.)

11. Status Report on a Tourism Marketing Initiative with the Knight Creative Communities Institute (County Administrator/ Tourism Development)

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

12. Voluntary Annexation Proposal from Joan Wadsworth West Revocable Trust to Annex Property Located at 4840 Thomasville Road

(County Administrator/ Development Support & Environmental Management)

13. Bid Award to Mainline Information Systems Inc. for the Compute/Storage Environment Replacement

(County Administrator/ Office of Information Technology)

- 14. Comprehensive Plan Amendment to Clarify Voting Procedures (County Administrator/ County Attorney/ PLACE/ Planning)
- 15. Initiation of Text Amendment to the Rural Land Use Category in the Comprehensive Plan (*County Administrator/ PLACE/ Planning*)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

16. First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order

(County Administrator/ Development Support & Environmental Management)

17. First and Only Public Hearing to Consider an Ordinance Amending Chapter 4 (Animals) of the Code of Laws of Leon County, Florida

(County Administrator/ County Attorney/ Animal Control)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

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COMMENTS/DISCUSSION ITEMS

<u>Items from the County Attorney</u>

<u>Items from the County Administrator</u>

Discussion Items by Commissioners

RECEIPT AND FILE

none

ADJOURN

The next Regular Board of County Commissioner's meeting is scheduled for Tuesday, November 28, 2017 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 Clerk website at www.leoncountyfl.gov

Board of County Commissioners Regular Public Meeting November 14, 2017

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2017 Leon County Board of County Commissioners Meeting Schedule

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PUBLIC NOTICE

Leon County Board of County Commissioners 2017 Tentative Schedule All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays preceding the Commission meeting.

Month	Day	Time	Meeting Type
November 2017	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Friday 10	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 4 (Animals) of the Code of Laws of Leon County, Florida
	Wednesday 15 – Friday 17	FAC Legislative Conference	Hyatt Regency Sarasota Sarasota County Sarasota, FL
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	Offices Closed	THANKSGIVING DAY
	Friday 24	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
December 2017	Tuesday 5	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Monday 11	9:00 a.m. – 4:00 p.m.	Board Retreat Goodwood Carriage House Conference Center 1600 Miccosukee Rd. Tallahassee
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 25	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 26	No Meeting	BOARD RECESS

PUBLIC NOTICE

Leon County Board of County Commissioners 2018 Tentative Regular Meeting Schedule

Date	Day	Time	Meeting in 5 th Floor Chambers
January 23	Tuesday	1:00 p.m.	Joint Workshop Comp Plan Amendments
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 13	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	6:00 p.m.	Transmittal Hearing on 2018 Cycle Comp Plan Amendments
March 27	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	12:00 p.m.	Charter Review Committee Final Report Workshop
April 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	6:00 p.m.	Adoption Hearing on 2018 Cycle Comp Plan Amendments
April 24	Tuesday	9:00 a.m.	Preliminary Budget Workshop
April 24	Tuesday	3:00 p.m.	Regular Board Meeting
May 8	Tuesday	3:00 p.m.	Regular Board Meeting
May 22	Tuesday	3:00 p.m.	Regular Board Meeting
June 19	Tuesday	9:00 a.m.	Budget Workshop
June 19	Tuesday	3:00 p.m.	Regular Board Meeting
July 10	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 10	Tuesday	3:00 p.m.	Regular Board Meeting
August 21	Tuesday	6:00 p.m.	Public Hearing on Charter Amendments
September 4	Tuesday	3:00 p.m.	Regular Board Meeting
September 4	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 25	Tuesday	3:00 p.m.	Regular Board Meeting
September 25	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 9	Tuesday	3:00 p.m.	Regular Board Meeting
October 23	Tuesday	3:00 p.m.	Regular Board Meeting
November 20	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
December 10	Monday	9:00 a.m.	Board Retreat
December 11	Tuesday	3:00 p.m.	Regular Board Meeting

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PUBLIC NOTICE

Leon County Board of County Commissioners 2018 Tentative Regular Meeting Schedule

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PUBLIC NOTICE

Leon County Board of County Commissioners 2018 Tentative Schedule

Month	Day	Time	Meeting Type
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
-	Tuesday 9	No meeting	BOARD RECESS
	Monday 15		MARTIN LUTHER KING, JR. DAY
	Tuesday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Thursday 25 & Friday 26	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
February 2018	Wednesday 7		FAC Legislative Day FSU Turnbull Conference Center
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
March 2018	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 3 – Wednesday 7		NACO Legislative Conference Washington Hilton - Washington, DC
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
April 2018	Tuesday 10	12:00 - 3:00 p.m.	Workshop on Charter Review Committee Final Report
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on 2018 Cycle Comprehensive Plan Amendments
	Tuesday 17	9:00 a.m.	Capital Region Transportation Planning Agency Workshop

Month	Day	Time	Meeting Type
April 2018	Thursday 19 &	Seminar 3 of 3	FAC Advanced County Commissioner Program
(cont.)	Friday 20	0.00	Alachua County; Gainesville, FL
	Tuesday 24	9:00 a.m. – 3:00 p.m.	Preliminary Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
			County Courtnouse, 5 Floor Commission Chambers
May 2018	Tuesday 8	3:00 p.m.	Regular Meeting
			County Courthouse, 5 th Floor Commission Chambers
	Tuesday 15	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 28	Offices Closed	MEMORIAL DAY
			_
June 2018	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 19	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 26 -		FAC Annual Conference & Educational Exposition
	Friday 29		Orange County; Hyatt Regency, Orlando, FL
July 2018		Officer Closed	INDEPENDENCE DAY
JULY 4010	Wednesday 4	Offices Closed	
July 2016	Wednesday 4 Monday 9	9:30 a.m.	
July 2010	Monday 9		Community Redevelopment Agency City Commission Chambers
July 2010			Community Redevelopment Agency
July 2010	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting
July 2010	Monday 9 Tuesday 10	9:30 a.m. 9:00 a.m. – 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers
July 2010	Monday 9 Tuesday 10 Friday 13 -	9:30 a.m. 9:00 a.m. – 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition
July 2010	Monday 9 Tuesday 10 Friday 13 - Tuesday 16	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN
July 2010	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24	9:30 a.m. 9:00 a.m. – 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACO Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS
July 2010	Monday 9 Tuesday 10 Friday 13 - Tuesday 16	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN
	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD
August 2018	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 -	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference
	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL
	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 -	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference
	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if
August 2018	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12 Tuesday 21 Tuesday 28	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m. No Meeting 6:00 p.m. Primary Election	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if necessary) PRIMARY ELECTION DAY
	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12 Tuesday 21 Tuesday 28 Monday 3	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m. No Meeting 6:00 p.m. Primary Election	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACO Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if necessary) PRIMARY ELECTION DAY LABOR DAY
August 2018	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12 Tuesday 21 Tuesday 28	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m. No Meeting 6:00 p.m. Primary Election	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACO Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if necessary) PRIMARY ELECTION DAY LABOR DAY Regular Meeting
August 2018	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12 Tuesday 21 Tuesday 28 Monday 3	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m. No Meeting 6:00 p.m. Primary Election	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACO Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if necessary) PRIMARY ELECTION DAY LABOR DAY
August 2018	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12 Tuesday 21 Tuesday 28 Monday 3 Tuesday 4	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m. No Meeting 6:00 p.m. Primary Election Offices Closed 3:00 p.m.*	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACO Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if necessary) PRIMARY ELECTION DAY LABOR DAY Regular Meeting County Courthouse, 5th Floor Commission Chambers First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*
August 2018	Monday 9 Tuesday 10 Friday 13 - Tuesday 16 Tuesday 24 Wednesday - Saturday TBD Thursday 9 - Sunday 12 Tuesday 21 Tuesday 28 Monday 3	9:30 a.m. 9:00 a.m. – 3:00 p.m. 3:00 p.m. No Meeting 6:00 p.m. Primary Election Offices Closed 3:00 p.m.	Community Redevelopment Agency City Commission Chambers Budget Workshop (if necessary) Regular Meeting County Courthouse, 5th Floor Commission Chambers NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN BOARD RECESS National Urban League Annual Conference TBD Chamber of Commerce Annual Conference Amelia Island, FL Public Hearing on Charter Amendments (if necessary) PRIMARY ELECTION DAY LABOR DAY Regular Meeting County Courthouse, 5th Floor Commission Chambers First Public Hearing Regarding Tentative Millage

Month	Day	Time	Meeting Type
September 2018 (cont.)	Tuesday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 25	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	TBD Wednesday - Thursday		FAC Policy Committee Conference and County Commissioner Workshops TBD
	TBD (typically mid- September)		Congressional Black Caucus Annual Legislative Conference TBD
* These public hearing	dates may change becau	se of the School Board's sche	duling of its budget adoption public hearings.
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October 2018	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 16	9:00 a.m 11:00 a.m.	Capital Region Transportation Planning Agency Workshop
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
November 2018	Tuesday 6	General Election	ELECTION DAY
November 2018	Monday 12	Offices Closed	VETERAN'S DAY OBSERVED
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 th Floor Commission Chambers
			County Courthouse, 5 1 1001 Commission Chambers
	Thursday 22	Offices Closed	THANKSGIVING DAY
	Friday 23	Offices Closed	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY
	•		THANKSGIVING DAY
	Friday 23 Wednesday 28 - Friday 30	Offices Closed (Tentative Dates)	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD
December 2018	Friday 23 Wednesday 28 - Friday 30 Monday 10	Offices Closed (Tentative Dates) 9:00 a.m. – 4:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD
December 2018	Friday 23 Wednesday 28 - Friday 30	9:00 a.m. – 4:00 p.m. 3:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers
December 2018	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11 Thursday 13	9:00 a.m. – 4:00 p.m. 3:00 p.m. 3:00 – 6:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency City Commission Chambers
December 2018	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11	9:00 a.m. – 4:00 p.m. 3:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency
December 2018	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11 Thursday 13	9:00 a.m. – 4:00 p.m. 3:00 p.m. 3:00 – 6:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency City Commission Chambers Capital Region Transportation Planning Agency
December 2018	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11 Thursday 13 Tuesday 18	9:00 a.m. – 4:00 p.m. 3:00 p.m. 1:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency City Commission Chambers Capital Region Transportation Planning Agency City Commission Chambers
December 2018	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11 Thursday 13 Tuesday 18 Monday 24	9:00 a.m. – 4:00 p.m. 3:00 p.m. 3:00 p.m. 1:00 p.m.	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency City Commission Chambers Capital Region Transportation Planning Agency City Commission Chambers CHRISTMAS EVE
	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11 Thursday 13 Tuesday 18 Monday 24 Tuesday 25 Monday 31	9:00 a.m. – 4:00 p.m. 3:00 p.m. 3:00 p.m. 1:00 p.m. Offices Closed Offices Closed Offices Closed	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency City Commission Chambers Capital Region Transportation Planning Agency City Commission Chambers CHRISTMAS EVE CHRISTMAS DAY NEW YEAR'S EVE
December 2018 January 2019	Friday 23 Wednesday 28 - Friday 30 Monday 10 Tuesday 11 Thursday 13 Tuesday 18 Monday 24 Tuesday 25	9:00 a.m. – 4:00 p.m. 3:00 p.m. 3:00 p.m. 1:00 p.m. Offices Closed Offices Closed	THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY FAC Legislative Conference TBD Board Retreat TBD Regular Meeting County Courthouse, 5 th Floor Commission Chambers Blueprint Intergovernmental Agency City Commission Chambers Capital Region Transportation Planning Agency City Commission Chambers CHRISTMAS EVE CHRISTMAS DAY

Board of County Commissioners Regular Public Meeting November 14, 2017

Agenda Page 11

Month	Day	Time	Meeting Type
January 2019 (cont.)	Monday 21		MARTIN LUTHER KING, JR. DAY
	Tuesday 22	3:00 p.m.	Regular Meeting

Agenda Page 12

Citizen Committees, Boards, and Authorities 2017/18 Term Expirations and Vacancies

www.leoncountyfl.gov/committees/list.asp

VACANCIES

Community Development Block Grant Citizen's Task Force

Board of County Commissioners (3 appointments)

Library Advisory Board

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

Tourist Development Council

Board of County Commissioners (1 appointment)

Owner or operator of a hotel, motel, recreational vehicle park, or other tourist accommodation in the County and subject to the Tourist Development tax.

UPCOMING TERM EXPIRATIONS

DECEMBER 31, 2017

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: Jackson, Jimbo (1 appointment)

Commissioner - District II: Jackson, Jimbo (1 appointment)

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

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

Joint City/County Bicycle Workgroup

Board of County Commissioners (3 appointments)

Library Advisory Board

Commissioner - At-large I: Lindley, Mary Ann (1 appointment) Commissioner - District II: Jackson, Jimbo (1 appointment) Commissioner - District IV: Desloge, Bryan (1 appointment)

MARCH 31, 2018

Contractors Licensing and Examination Board

Commissioner - At-large I: Lindley, Mary Ann (1 appointment) Commissioner - District I: Proctor, Bill (1 appointment) Commissioner - District III: Dailey, John (1 appointment)

APRIL 30, 2018

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

TLC Minority, Women, & Small Business Enterprise Citizen Advisory Committee

Board of County Commissioners (2 appointments)

JUNE 30, 2018

Affordable Housing Advisory Committee

Board of County Commissioners (1 appointment)

Architectural Review Board

Board of County Commissioners (3 appointments)

Board of Adjustment and Appeals

Board of County Commissioners (1 appointment)

CareerSource Capital Region Board

Board of County Commissioners (3 appointments)

Planning Commission

Board of County Commissioners (1 appointment)

JULY 31, 2018

Big Bend Health Council, Inc.

Board of County Commissioners (4 appointments)

Leon County Educational Facilities Authority

Board of County Commissioners (1 appointment)

Water Resources Committee

Commissioner - District II: Jackson, Jimbo (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

Agenda Item #1

November 14, 2017

To: Honorable Chairman and Members of the B ϕ ard

From: Vincent S. Long, County Administrator

Title: Minutes: September 26, 2017 Regular Meeting and October 3, 2017 Special

Public Hearing

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Jordan Steffens, Finance Director, Clerk of the Court & Comptroller
Lead Staff/ Project Team:	Rebecca Vause, Secretary to the Board

Statement of Issue:

This agenda item seeks Board review and approval of the following minutes: September 26, 2017 Regular Meeting and October 3, 2017 Special Public Hearing.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the September 26, 2017 Regular Meeting and October 3, 2017 Special Public Hearing.

Attachments:

- 1. September 26, 2017 Regular Meeting
- 2. October 3, 2017 Special Public Hearing

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA REGULAR MEETING September 26, 2017

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman John Dailey presiding. Present were Vice Chairman Nick Maddox, and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, Bryan Desloge and Jimbo Jackson. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Jordan Steffens and Secretary to the Board Rebecca Vause.

Chairman Dailey called the meeting to order at 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Reverend Anton G. Elwood of New Mount Zion AME Church. Commissioner Maddox then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner Dozier presented a Proclamation recognizing October as Breast Cancer Awareness Month. Kristi Tiele, American Cancer Society, accepted the Proclamation and thanked the Board for its support.
- Commissioner Dozier presented a Proclamation recognizing Creed King and Katherine Powell as the 2017 National History Fair Winners, Senior Division Group Exhibit. Commissioner Dozier commended both students for their winning project "Are You Going to Help Me Save the World" From Nuremberg to Now: Benjamin Ferencz's Lifelong Stand for Law. NOT WAR."
- Commissioner Dozier presented a Proclamation recognizing October 1-7, 2017 as Body-Focused Repetitive Behavior (BFRB) Awareness Week. Alex Dodson accepted the honor and thanked the Board for allowing her to let those with the BFRB disorder know they are not alone. Commissioner Dozier also shared that Ms. Dodson has been certified to advocate for those with this condition.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Lindley to approve the Consent Agenda, as presented. <u>The motion carried 7-0.</u>

1. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 26, 2017, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 27 through October 9, 2017.

2. Payment in Lieu of Taxes Reimbursement to the Tallahassee Housing Authority in the amount of \$42,786

The Board approved Option 1: Approve reimbursement of Payment in Lieu of Taxes to Tallahassee Housing Authority in the amount of \$42,786, and approve the Resolution and associated Budget Amendment Request.

3. Appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls

The Board approved Options 1 & 2: Ratify individual Commissioner appointment of citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls for two-year terms ending September 30, 2019, as follows: a. Commissioner Desloge appoints Wendi Cannon; b. Commissioner Jackson appoints Cicely Brantley; c. Commissioner Lindley waives the conflicting employment relationship as disclosed in Form4A and reappoints Megan Doherty, and d. Commissioner Maddox waives the conflicting employment relationship as disclosed in Form 4A and appoints Kelly Otte, and 2) Ratify the three appointments made by the Tallahassee-Leon County Commission on the Status of Women and Girls Board to the CSWG for two-year terms ending September 30, 2019 The CSWG appointees are: Paula DeBoles-Johnson, Darby Kerrigan Scott and Antoneaia Roe.

4. Tallahassee Community College and North Florida Community College Emergency Medical Services Technology Student Internships Agreements

The Board approved Options 1, 2 3 & 4: 1) Approve the renewal of the Agreement with Tallahassee Community College to provide internships for Emergency Medical Services Technology Program students; 2) Approve the First Amendment to the Agreement with Tallahassee Community College for the EMS Technology Program student internships, providing for automatic annual renewals and authorized the County Administrator to execute; 3) Approve the renewal of the Agreement with North Florida Community College to provide internships for Emergency Medical Services Technology Program students, and 4) Approve the First Amendment to the Agreement with North Florida Community College for EMS Technology Program student internships, providing for automatic annual renewals, and authorize the County Administrator to execute.

5. Resolution Authorizing Conveyance of County Parcels to the City of Tallahassee for Blueprint Capital Cascades Trail Segment 4 Water Quality Enhancement Facility

The Board approved Options 1 & 2: 1) Adopt the Resolution authorizing conveyance of County parcels to the City of Tallahassee and authorize the Chairman to execute the associated County Deed, and 2) Authorize the Chairman and/or County Administrator to execute any associated documents to effectuate the property transfer in a form approved by the County Attorney.

6. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 14 (Property Safety and Maintenance) of the Code of Laws of Leon County, Florida, for October 10, 2017 at 6:00 p.m.

The Board approved Option 1: Schedule the first and only public hearing to consider an Ordinance amending Chapter 14 (Property Safety and Maintenance) of the Code of Laws of Leon County, Florida, for October 10, 2017 at 6:00 p.m.

7. Resolution Waiving the Requirement of an Annual Application for the Agricultural Classification of Lands

The Board approved Option 1: Adopt the Resolution waiving the requirement of an annual application for the exemption for real property that has been granted the agricultural Classification of Lands.

8. Amendment to the Leon County Behavioral Health Transportation Plan 2017-2021

The Board approved Option 1: Approve the proposed amendment to the Leon County Behavioral Health Transportation Plan, and authorize the County Administrator to execute.

9. Status Report on the Leon County Water Quality Monitoring Program

The Board approved Option 1: Accept the 2017 Status Report on the Leon County Water Quality Monitoring Program.

<u>Citizens to be Heard on Non-Agendaed Items</u> (3-minute limit per speaker; there will not be any discussion by the Commission)

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

General Business

10. 2017 Leon County Annual Report

County Administrator Long, in accordance with Florida Statutes, presented the County's 2017 Annual Report to the Board and citizens. On behalf of all County employees, he thanked the Board for its continued leadership, its belief in County employees and its vision. He asserted that in 2017 the County continued to be a productive government "that people can believe in and others benchmark against". He added that an electronic version of the document is available on the County's website, social media platforms, and would be shared with all media partners. County Administrator Long presented a video summarizing the 2017 Annual Report.

County Administrator Long submitted that it has been a milestone year for the County. He noted that the last Five-Year Strategic Plan had closed out with an Impact and Progress Report to the Community and a new Five-Year Strategic Plan with new targets and bold goals has been implemented. He advised that the report summarizes the results associated with the 53 strategic initiatives, 16 targets and four bold goals included in the new plan. He then provided highlights of the report, which included, but were not limited to, the following:

- Fiscal Stewardship
 - Budget was balanced with no increase in the millage rate;
 - Upgraded to a "AA+" Bond Rating;
 - Realized millions in cost savings through employee innovations and cross departmental teams
 - Continues to rank among the most efficient Florida counties.
- Strategic Priorities
 - **Economy**: "To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality."
 - Grew tourism economy to 2.4 million visitors which generated \$863 million in economic impact and 14,500 tourism related jobs;
 - Won a bid to host America's Competitive Exchange (ACE) Tour, and
 - Continued to create the middle skilled workforce through Leon Works and the Junior Apprenticeship Program.

- **Environment:** "To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings."
 - Initialed three neighborhood septic to sewer projects, which will remove 400 septic tanks from the Wakulla Springs basin;
 - Launched the Property Assessed Clean Energy (PACE) Program;
 - Hosted the 2017 Sustainable Communities Summit, which drew 250 attendees, and
 - Continued to partner with neighborhoods in support of 31 community gardens.
- Quality of Life: "To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community."
 - Conducted 150 EMS public education events and trained over 1,500 citizens in CPR and AED use including more than 500 community members at the annual "Press the Chest" event;
 - Increased the cardiac survival rate in Leon County to 41% (the national average is 7%);
 - Competed the construction of Jackson View landing and hosted the largest Greenway Day to date, and
 - Assisted over 7,600 veterans in securing over \$36 million in annual veteran benefits.
- **Governance:** "To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship."
 - Received 13 national awards from the National Association of Counties (NACo) and four Leon County programs were recognized as NACo's "100 Brilliant Ideas at Work";
 - Launched the upgraded Citizen Connect Mobile Application, which was downloaded over 14,800 times, and
 - Continued to engage citizens as co-creators of our community through events like "Created Equal: A Community Conversation about Race," "Prepare Now. When Disaster Strikes, It's Too Late to Plan," "The Longest Table," and "The Big Event".

In conclusion, County Administrator Long conveyed that it was a very productive year and one to be very proud of. He again thanked the Board for its support, vision and leadership and commended all County employees for their dedication and commitment.

Chairman Dailey thanked the County Administrator for a wonderful report.

Commissioner Proctor reflected on the success over the past year and suggested that there "is no challenge that staff cannot handle". He commended County Administrator Long for his leadership. He appreciated that the budget was balanced without any layoffs and stated that he did not measure success by the leanness of the workforce. Commissioner Proctor recommended that the County create an FTE for a grant specialist position specifically to identify potential state and federal grant funding. He also encouraged staff to continue its emphasis on tourism growth. Commissioner Proctor referenced the CRA funding that is received by Big Bend Cares. He submitted that the demographics of clients served by that organization are the same as the other

health care providers (Neighborhood Medical Center and Bond Community Health Center) and recommended that efforts be made to find a way to subsidize the rent/mortgage for those other two entities.

In response to Commissioner Proctor's comments regarding funding for Big Bend Cares, Commissioner Desloge suggested that any CRA funding that was provided was most likely for building construction. He added that the three health care organizations have different funding sources and that an agenda item on this would be beneficial to the Board.

Commissioner Desloge moved, duly seconded by Commissioner Proctor, to direct staff to bring back an agenda item on the various funding sources of Big Bend Cares, Neighborhood Medical Center and Bond Community Health Center. <u>The motion carried 7-0.</u>

Commissioner Desloge expressed his appreciation to County Administrator Long for his leadership and to staff for their extraordinary work. He commented on the quality of life in Leon County and noted that 3,000 counties across the country competed for the four NACo awards received by the County.

Commissioner Lindley commented on the civility among the Board and its lack of partisan divide. She appreciated the Board's ability to work together to address issues.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the 2017 Leon County Annual Report

Commissioner Maddox commended every member of the organization for being a part of its success.

The motion carried 7-0.

11. Health Department FY 17/18 Contract

County Administrator Long introduced the item. He announced that Claudia Blackburn, Health Officer, Leon County Health Department, was in attendance to provide a brief report and answer any questions the Board may have.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the renewal of the annual FY 17/18 contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345, and authorize the County Administrator to execute.

Ms. Blackburn thanked the Board for its continued support for local public health by way of funding and building maintenance. She then provided a brief update of the 2017 Community Health Assessment, including key findings and priority areas for the upcoming fiscal year. (A copy of Ms. Blackburn's presentation is attached.)

Commissioner Proctor thanked Ms. Blackburn for her leadership in managing the Leon County Health Department. He asked what the Health Department is doing to address the significant and chronic health issues affecting the black community. Ms. Blackburn responded that the Department has engaged with organizations such as the Southside/Frenchtown Community Advisory Council and has focused on all impoverished neighborhoods. Commissioner Proctor mentioned the possibility of an

influx of citizens from Puerto Rico and if the State had a plan for dealing with this issue.

Commissioner Desloge thanked Ms. Blackburn for the Department's responsiveness to the citizens of Leon County. He also mentioned a common misconception that the Health Department is an entity of the County; when in actuality the County has a very limited scope of responsibility - the majority of Ms. Blackburn's charge is to the State.

Commissioner Dozier commented on the great working relationship the County has with the Health Department. She discussed with Ms. Blackburn the next step and where the County and/or CRA could assist in areas such as job creation, infrastructure, housing and encouraging businesses to develop policies that promote policies such as parental leave, breastfeeding awareness, etc. Ms. Blackburn shared that she anticipates that once the individual Community Health Improvement Plan (CHIP) Workgroups conclude their work the Board could expect to hear from the individual workgroups.

Commissioner Dozier suggested the Board consider a workshop, to include representatives from the individual workgroups, to receive their final report.

Commissioner Lindley asked how the Board can participate in the development of the Community Health Improvement Plan (CHIP). Ms. Blackburn responded that she could work through the County Administrator to coordinate the Board's involvement.

Commissioner Dozier offered an amendment to the motion to direct staff to provide either in a workshop setting or an agenda item (left to the County Administrator's discretion) receipt of the findings from the CHIP Workgroups. Commissioner Maddox, as the maker of the motion, indicated that while he could support Commissioner Dozier's suggestion, preferred to keep his motion intact and allow Commissioner Dozier to offer a separate motion upon it disposal.

Commissioner Jackson voiced his appreciation for the services provided by the Health Department. He shared that over the last three years the Health Department, in conjunction with Smith United, has provided free cleanings and sealants to over 500 second and sixth graders at Ft. Braden. In addition, other types of dental services have been provided to students pro bono through the generosity of local dentists.

The motion carried 7-0.

Commissioner Dozier, duly seconded by Commissioner Proctor, moved to direct staff to schedule a workshop in the spring to receive a full report from the CHIP workgroups.

Commissioner Maddox asked if an agenda item would be more appropriate and suggested that the format be left to the County Administrator's discretion.

Commissioner Dozier expounded on her request for a workshop. She opined that it would be in the Board's best interest to take a "deep dive" into the information being put together by the workgroups. She added that there may be a number of issues that have a direct relationship to the work being done by the County and by some of the other boards that commissioners are involved in.

Commissioner Proctor urged support for the motion. He suggested that it would be impossible for the Board to be stewards of the health, safety and welfare of citizens and then disengage from information that would be beneficial.

Commissioner Desloge agreed with Commissioner Maddox to leave it to the discretion of the County Administrator the manner in which the information would be provided to the Board. He remarked that he did not want to make more work for Ms. Blackburn and her staff.

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

12. Community Human Service Partnership FY 17/18 Funding

County Administrator Long introduced the item. He advised that the item recommends Community Human Service Partnership (CHSP) funding in the amount of \$1.2 million for FY 17/18.

Speaker:

• Ellen Piekalkiewicz, 2477 Tim Gamble Place, Executive Director of United Partners for Human Services appeared and recognized the hard work that County and City staff have put into this program and acknowledged the hours the review teams spent in it analysis of applications and conducting site visits. She noted that the program leverages \$92 million in state and federal dollars.

Commissioner Dozier thanked Ms. Piekalkiewicz and County staff for working with the City and United Way to modify the CHSP process. She noted that there were no appeals filed this year.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Options 1, 2 & 3: 1) Approve the FY 17/18 Community Human Service Partnership (CHSP) funding for human service agencies; 2) Authorize the County Administrator to execute or modify agreements with the funded agencies, as necessary, in a form approved by the County Attorney, and 3) Authorize staff to use \$10,000 in unallocated CHSP appeal funds in anticipation of online application system enhancements following the United Way of the Big Bend's departure from CHSP, consistent with the City of Tallahassee.

Commissioner Proctor asked for clarification on how the program will proceed after United Way's departure from the CHSP process. County Administrator Long advised that the Board has provided direction and City and County staff will continue to work collaboratively. He added that staff will bring back a Memorandum of Understanding to reflect the new partnership. Commissioner Proctor expressed disappointment with United Way's decision to "disunite" from the process. He was also concerned that some organization could be left out for funding consideration due to the on-line process and wondered if two applications would now be required.

The motion carried 7-0.

SCHEDULED PUBLIC HEARINGS

Chairman Dailey reconvened the Board at 6:00 p.m. and the following public hearings were conducted. He announced the Commissioner Lindley would not be returning to Chambers.

13. Continuation of First Public Hearing for Adoption of the FY 17/18 Tentative Millage Rates and Tentative Budgets

Chairman Dailey announced the public hearing.

Regular Meeting & Public Hearing September 26, 2017

Page 7

Chairman Dailey stated that this was the first of two required public hearing on the Leon County budget for FY 2017/2018. The second and final public hearing will be Tuesday, October 3, 2017 at 6:00 p.m. He asked that anyone wishing to speak to complete a speakers card and submit it to the Clerk.

County Administrator read the following into the record:

• The proposed aggregate millage rate is 8.8144 mills; which is 2.66 percent over the aggregate rolled back millage rate of 8.5859 mills. Ad valorem revenues will increase due to an upturn in property values and will be used to support the following: enhanced support of law enforcement and corrections; sustaining a high level of countywide service delivery, including the addition of an ambulance and six paramedic EMT's; continued community investment in parks, greenways, roads and sidewalks.

Upon confirming with County Administrator Long that no speaker cards had been submitted, Chairman Dailey offered an opportunity for anyone to address the Board on the proposed budget. No one came forward to speak.

Chairman Dailey acknowledged the presence of Leon County Sheriff Walt McNeil and offered the Sheriff an opportunity to speak to the Board.

Sheriff McNeil advised that this was his first budget process and had found that the County has a "top notch" staff that understands the needs of the community and works on behalf of the Board to make that happen. He voiced belief that his budget puts the Sheriff's Office in a better position to meet the public safety needs of the community and administration of the Detention Facility. He articulated his support the budget and urged the Board to adopt as presented.

Chairman Dailey thanked the Sheriff and his staff for their work during the budget process and added his appreciation for the Sheriff's professionalism and the level of confidence displayed during the recent activation of the Emergency Operations Center.

Commissioner Proctor articulated that, while citizens might pay more in taxes, the millage rate has not been increased. He stated that he was sensitive to that and asked that going forward this message be conveyed to the public.

Commissioner Dozier highlighted the savings realized by staff through the I² Program and Cross Departmental Action Teams.

Commissioner Desloge noted that the budget was a yearlong process and was pleased with the final budget product. He mentioned that while property values have increased also emphasized the need for continued restraint in the budget.

Commissioner Jackson pointed out that the millage rate has remained the same and that taxes would increase by only \$28 on an average priced home. He submitted that this was "remarkable", especially when compared to other counties. He also thanked staff for their hard work in the development of the budget and remarked on the savings realized through the Cross Departmental Action Teams.

Once again, Chairman Dailey confirmed there were no speakers on the proposed budget.

Chairman Dailey asked for and received the following motions:

- 1) Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Adopt, via Resolution, the tentative FY 17/18 Countywide millage rate of 8.3144 mills. <u>The motion carried 5-0 (Commissioners Maddox and Dozier out of Chambers).</u>
- 2) Commissioner Desloge moved, duly seconded by Commissioner Jackson, approval of Option 2: Adopt, via Resolution, the tentative FY17/18 Countywide budget. <u>The motion carried 5-0 (Commissioners Maddox and Dozier out of Chambers.</u>
- 3) Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 3: Adopt, via Resolution, the tentative FY17/18 Emergency Medical Services MSTU millage rate of 0.5000 mills. <u>The motion carried 5-0 (Commissioners Maddox and Dozier</u> out of Chambers.
- 4) Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 4: Adopt, via Resolution, the tentative FY17/18 Emergency Medical Services MSTU budget. The motion carried 5-0 (Commissioners Maddox and Dozier out of Chambers.
- 5) Commissioner Desloge moved, duly seconded by Commissioner Jackson, approval of Option 5: Direct staff to advertise, in accordance with the Florida Statues, the tentative millage rates and budgets for FY17/18 and the date, time and place of the public hearing to adopt the final millage rates and budgets for FY17/18. The motion carried 5-0 (Maddox/Lindley out of Chambers.)

Commissioner Proctor asked, for the record, the amount of available ceiling remaining before maxing out the millage rate. Chairman Dailey responded that there is a 10 mill cap and currently the County is at 8.344 mills. Commissioner Proctor asked how this compares to other counties. County Administrator Long stated that some counties with an enormous amount of property on the tax rolls are as low as 4 mills; while, others are at or very close to the 10 mill cap. Commissioner Proctor noted that there is a significant amount of property in the County off the tax roll.

Chairman Dailey reminded the public that the second and final public hearing on the budget will be held Tuesday, October 3, 2017 at 6:00 p.m.

14. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Neighborhood Commercial (C-1) Zoning District to the Single Family Detached, Attached and Two-Family Residential (R-3) Zoning District

County Administrator Long announced the Public Hearing and confirmed there were no speakers on this item.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Neighborhood Commercial (C-1) zoning district to the Single Family Detached, Attached and Two-Family Residential (R-3) zoning district, based upon the findings of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon. The motion carried 5-0 (Commissioners Maddox and Lindley out of Chambers).

15. First of Two Public Hearings to Consider Proposed Amendments to Section 10-6.819, "Medical Marijuana Dispensing Facilities" to Comply with Senate Bill 8-A and to Rename Section 10-6.819 to "Medical Marijuana Facilities"

County Attorney Thiele announced the Public Hearing and confirmed there were no speakers on this item.

Mr. Thiele recalled that the County had adopted an ordinance to regulate the siting of medical marijuana dispensing facilities in the unincorporated area of Leon County; however, the Florida Legislature passed legislation which pre-empted a number of aspects of the County's ordinance. He stated that the proposed amendments will conform the County's current ordinance to what is now required by Florida Statutes.

Commissioner Dozier asked for an update on the City's adoption of an ordinance on medical marijuana facilities. County Attorney Thiele responded that they are working on one that will be in line with the County's.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first of two required Public Hearings to amend Section 10-6.819, "Medical Marijuana Dispensing Facilities", to rename Section 10-6.819 to "Medical Marijuana Facilities" and Schedule the Second and Final Public Hearing for October 10, 2017 at 6:00 p.m. The motion carried 5-0 (Commissioners Maddox and Lindley out of Chambers).

16. First and Only Public Hearing to Consider Repealing Required Bonds in Chapter 7, Article III, Sheriff's Bond; Deputy Sheriffs' Bonds, of the Code of Laws of Leon County

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

Mr. Long shared that the Sheriff has proposed and staff agree that the Sheriff's office carries adequate coverage which eliminates the necessity for bonding.

Commissioner Desloge moved, duly seconded by Commissioner Jackson approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance repealing Chapter 7, Article III of the Code of Laws of Leon County. <u>The motion carried 5-</u>0 (Commissioners Maddox and Lindley out of Chambers).

<u>Citizens to be Heard on Non-Agendaed Items</u> (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

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

Comments/Discussion Items

County Attorney Thiele:

• None.

County Administrator Long:

• None.

Commissioner Discussion Items

Commissioner Desloge:

Regular Meeting & Public Hearing September 26, 2017

- Advised that he had been asked to travel to Japan as a representative of NACo in November. Travel expenses will be paid for by NACo.
- Mentioned that he has been nominated to serve on the National Civic League.
- Due to the aforementioned trip, he asked for Board approval to participate in the final budget public hearing to be held on October 3rd via telephone.
 - Chairman Dailey remarked that Commissioner Desloge's support of the proposed budget has been consistent and advised that a quorum would be achieved without Commissioner Desloge's participation.
 - County Attorney Thiele added that while Commissioner Desloge's participation via telephone was allowed, his participation cannot count toward a quorum.

Commissioner Proctor:

- Recognized Leon County Clerk and Comptroller Gwen Marshall's presence in the Chamber.
- Received clarification on the content and objective of the October 10, 2017 Crime Statistics Workshop.

Commissioner Dozier:

- Requested County Administrator Long provide clarification on why Waste Pro is not picking up storm debris following Hurricane Irma.
 - County Administrator Long explained that an outside FEMA contractor utilizing FEMA certified equipment was required to ensure FEMA reimbursement.
 - Deputy County Administrator Alan Rosenzweig explained that Waste Pro does not engage in storm debris removal as part of their franchise agreement with the County; however, staff is working with them to determine if they can provide assistance to the outside contractor.
- Congratulated LaShawn Riggans on her recent promotion to Deputy County Attorney.
- Confirmed with County Administrator Long that the Board would receive a quarterly status report on County grants.

Commissioner Jackson:

None.

Commissioner Lindley:

• Commissioner Lindley moved, duly seconded by Commissioner Dailey, approval for a Proclamation recognizing the 21 girls and nine boys visiting from Taiwan visiting as part of the Taiwanese Youth Folk Sports Troupe. To be presented at the 2017 13th Annual Asian Festival on October 14, 2017. The motion carried 7-0.

Commissioner Maddox:

• None.

Chairman Dailey:

• On behalf of Chairman Dailey: Commissioner Maddox moved, duly seconded by Commissioner Dailey, a Proclamation recognizing the 50th Anniversary of the Maclay School. To be presented at an off-site meeting on November 9, 2017. <u>The motion carried 7-0.</u>

Chairman Dailey announced that the Board had concluded its Consent and General Business agendas and would recess for its dinner break. It will reconvene at 6:00 p.m. to conduct the scheduled public hearings.

Receipt and File:

- Canopy Community Development District Records of Proceedings of the Board of Supervisors meeting held on June 27, 2017
- Canopy Community Development District Records of Proceedings of the Board of Supervisors meeting held on August 1, 2017.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:25 p.m.

LEON COUNTY, FLORIDA	
ATTEST:	
	BY: John E. Dailey, Chairman Board of County Commissioners
BY: Gwendolyn Marshall, Clerk of Court & Comptroller, Leon County, Florida	

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA SPECIAL PUBLIC HEARING MEETING October 3, 2017

The Board of County Commissioners of Leon County, Florida met at 6:00 p.m. with Chairman John Dailey presiding. Present were Vice Chairman Nick Maddox, and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, and Jimbo Jackson. Commissioner Bryan Desloge was absent. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, and Clerk to the Board Rebecca Vause.

Chairman Dailey called the 2nd Public Hearing on the proposed FY17/18 budget to order at 6:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

SCHEDULED PUBLIC HEARING, 6:00 P.M.

1. Second and Final Public Hearing for Adoption of the FY 16/17 Final Millage Rates and Final Budgets

Chairman Dailey announced that this was the second of two required public hearings on the Leon County budget for FY 2017/2018. He asked that anyone who wished to speak on this issue to complete a speaker card and submit it to the Clerk.

County Administrator read the following into the record:

• The proposed aggregate millage rate is 8.8144 mills; which is 2.66 percent over the aggregate rolled back millage rate of 8.5859 mills. Ad valorem revenues will increase due to an upturn in property values and will be used to support the following: enhanced support of law enforcement and corrections; a sustained high level of countywide service delivery, including the addition of an ambulance and six EMT paramedics; and continuation of community investment in parks, greenways, roads and sidewalks.

County Administrator Long stated that the Board had provided much guidance throughout the budget process and all directives have been incorporated in the FY18 final budget. He mentioned that should the Board desire, staff is prepared to provide a brief budget overview.

Chairman Dailey established that the budget presentation was not desired by neither the Board nor any member of the audience.

Chairman Dailey also confirmed that there were no citizens in attendance wishing to address the Commission on the proposed budget.

Chairman Dailey asked for and received the following motions:

• Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Option 1: Adopt, via Resolution, the final FY 16/17 countywide millage rate of 8.3144 mills. The motion carried 6-0 (Commissioner Desloge absent).

- Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Option 2: Adopt, via Resolution, the final FY 16/17 Countywide Budget. (The motion carried 6-0 (Commissioner Desloge absent).
- Commissioner Dozier moved, duly seconded by Commissioner Jackson, approval of Option 3: Adopt, via Resolution, the final FY 16/17 Emergency Medical Services MSTU millage rate of 0.5000 mills. (The motion carried 6-0 (Commissioner Desloge absent).
- Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Option 4: Adopt, via Resolution, the final FY 16/17 Emergency Medical Services MSTU budget. (The motion carried 6-0 (Commissioner Desloge absent).

Chairman Dailey stated that the budget was the most important item the Board has to adopt each year and thanked the Board for their work and due diligence.

Chairman Dailey noted that while Commissioner Desloge was out of town and unable to attend the public hearing, he had voted in the affirmative at the first public hearing and had voiced his support for the FY17/18 budget.

Adjourn:

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There being no further business to come before the Board, the public hearing was adjourned at 6:07 p.m.

ELON COUNTY, PLONIDA	
ATTEST:	
DV.	BY:
BY: Gwendolyn Marshall, Clerk of Court & Comptroller, Leon County, Florida	

Leon County Board of County Commissioners

Notes for Agenda Item #2

Leon County Board of County Commissioners

Agenda Item #2

November 14, 2017

To: Honorable Chairman and Members of the B ϕ ard

From: Vincent S. Long, County Administrator

Title: Payment of Bills & Vouchers

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Jelani Marks, Management & Budget Analyst

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted November 14, 2017 and pre-approval of payment of bills and vouchers for the period of November 15 through November 27, 2017.

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 November 14, 2017,

and pre-approve the payment of bills and vouchers for the period of November 15

through November 27, 2017.

Title: Payment of Bills & Vouchers

November 14, 2017

Page 2

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the November 14, 2017 meeting, the morning of Monday, November 13, 2017. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until November 28, 2017, it is advisable for the Board to pre-approve payment of the County's bills for November 15 through November 27, 2017, so that vendors and service providers will not experience hardship because of delays in payment. OMB 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 November 14, and pre-approve the payment of bills and vouchers for the period of November 15 through November 27, 2017.
- 2. Do not approve the payment of bills and vouchers submitted for November 14, 2017 and preapprove the payment of bills and vouchers for the period of November 15 through November 27, 2017.
- 3. Board direction.

Recommendation:

Option #1.

Leon County Board of County Commissioners

Notes for Agenda Item #3

Leon County Board of County Commissioners

Agenda Item #3

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2017 Carry Forward Appropriations and FY 2017 Year-End Adjustments

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Budget Manager Jennifer Donald, Management and Budget Analyst Joshua Pascua, Senior Management and Budget Analyst

Statement of Issue:

This agenda item seeks the Board's approval of the FY2017 Carry Forward appropriations into the FY 2018 Budget, and approval of FY 2017 year-end budget adjustments.

Fiscal Impact:

This item has fiscal impact, and carries forward operating, grant, and capital funds originally appropriated in the FY 2017 budget into the FY 2017 adopted budget to provide continued project funding. This item also includes initial year-end budget adjustments necessary to property close out the 2017 fiscal year.

Staff Recommendation:

Option #1: Authorize the carry forward of FY 2017 appropriations to the FY 2018 budget by

adopting the associated resolution and budget amendment (Attachment #1).

Option #2: Approve the FY 2017 year-end budget adjustments, and the associated resolution

and budget amendments (Attachment #2).

Title: FY 2017 Carry Forward Appropriations and FY 2017 Year-End Adjustments

November 14, 2017

Page 2

Report and Discussion

Background:

Before approving carry forward requests, the Office of Financial Stewardship's Office of Management and Budget works with program managers to identify projects not completed by the end of the fiscal year. The funds for approved requests are then carried forward to the new budget and made available for continued project funding.

Additionally, as part of the year end close-out process, the Office of Management and Budget brings before the Board final year-end budget adjustments necessary to realign budgeted funds to meet expenditure obligations for the FY 2017 fiscal year.

Analysis:

Carry forwards

The FY 2017 carry forward lists each operating, capital and grant project to be brought forward into FY 2018. For operating budget carry forwards, the corresponding requested funding amounts and footnote justifications are provided (Attachment #1). These funds will be added to the FY 2018 adopted budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2017.

The capital projects carry forward appropriates supplementary funding from capital reserves (unless otherwise noted) in the amount of \$1,379,320 for the following:

- Provides an additional appropriation of \$600,000 for costs associated with the preliminary construction estimate for the Woodside Heights Sewer Project. To minimize the impact of this additional cost, staff will request that the state match the additional cost at an equal split. Any additional costs to the County for this project will repaid from the County's portion of the Blueprint 2020 water quality funding included in the new sales tax extension.
- The carry forward includes an additional \$250,000 for the maintenance of county buildings, and continues the new approach developed during the FY18 Budget process by consolidating building repair and maintenance CIP projects into broad scope projects to meet repair needs when they arise. Some of this additional funding will be used for repairs and maintenance to Concord School in Miccosukee pending its anticipated transfer to the County from the School Board at the November 28, 2018 meeting.
- Provide additional appropriation of \$110,000 for the construction of the Lake Bradford volunteer fire station to be paid for by restricted fire service fund revenues. Land has been identified for a long-term, no cost land lease with Tall Timbers Research Station. This project has been partially budgeted pending a final site selection.
- Provides additional appropriation in the amount of \$419,320 for the continued replacement of the Sheriff vehicles. This appropriation is available from excess fees returned by the Sheriff, and is a one-time request (Attachment #3). During the budget process, Sheriff and County staff worked together to minimize the Sheriff's FY 2018

Title: FY 2017 Carry Forward Appropriations and FY 2017 Year-End Adjustments

November 14, 2017

Page 3

budget request. To assist with necessary vehicle replacement, staff recommended that the Sheriff expend any remaining FY 2017 budget allocations on new vehicles.

Year-End Adjustments

For the FY 2017 year-end adjustments, the corresponding requested funding amounts and justifications are also provided (Attachment #2). These funds will be added to the FY 2017 budget to meet expenditure obligations. The following are FY 2017 year-end budget adjustments that are necessary for the end-of-the-year close out process.

- Appropriates \$750,000 in fund balance from the Fine and Forfeiture Fund to the General Fund. This transfers funding from a restricted fund category to an unrestricted fund. This is an annual transfer done to ensure bond rating agencies can see the true general fund unrestricted revenue.
- Appropriates \$600,000 in fund balance from the E-911 Emergency Communications operating fund to the E-911 Emergency Communications capital fund to reserve for future projects.
- Appropriates \$207,618 in fire service fee revenue collected by the City during the year to appropriately account for the additional revenue and off-setting expenditure.
- Appropriates \$103,603 in additional EMS fee revenue to cover the increase special pay costs associated with Hurricane Irma.
- Appropriates \$470,601 in additional revenue and fund balance to administratively close out the Housing Finance Authority fund and transfer the funds to the Housing Finance Authority as part of its independent status approved by the Board during FY 2017.
- Appropriates \$323,286 in solid waste fees to offset additional costs related to the Solid Waste hauling contract.
- Allocates grant revenues to the appropriate accounts, and appropriates additional grant revenue received for the EMS Equipment grant.

Options:

- 1. Authorize the carry forward of FY 2017 appropriations to the FY 2018 budget by adopting the associated resolution and budget amendment (Attachment #1).
- 2. Approve the FY 2017 year-end budget adjustments, and the associated resolution and budget amendments (Attachment #2).
- 3. Do not authorize the carry forward of FY 2017 appropriations to the FY 2018 budget.
- 4. Do not approve the year-end budget adjustments.
- 5. Board direction

Recommendation:

Options #1 and #2.,

Title: FY 2017 Carry Forward Appropriations and FY 2017 Year-End Adjustments

November 14, 2017

Page 4

Attachments:

- 1. Resolution and Budget Amendments for FY 2017 Carry Forward Accounts
- 2. Resolution and Budget Amendment for FY 2017 Year-End Adjustments
- 3. Request from Sheriff McNeil to use FY 2017 Excess Fees for Deputy Vehicle Replacements

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; 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 14th day of November, 2017.

	LEON COUNTY, FLORIDA
	BY:
	John E. Dailey, Chairman
	Board of County Commissioners
ATTEST:	•
Gwendolyn Marshall, Clerk of the Court a	nd Comptroller
Leon County, Florida	
BY:	
Gwendolyn Marshall, Clerk	
Approved as to Form:	
Leon County Attorney's Office	
BY:	
Herbert W. A. Thiele, Esq.	
County Attorney	

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FY 2017/2018 Operating Carry Forwards

							*Unless otherwise noted, all operating carry forwards funded are for projects started and
Account Description	Fund	Org	Account	Program	Revenue	Expenditure	
1 - General Fund							1- General Fund
Appropriated Fund Balance	001	000	399900	000	5,754,963		
Office of Economic Vitality							Office of Economic Vitality: \$101,379 for true-up with the City of Tallahassee for the Office of
Other Contractual Services	001	114	53400	512		250,000	Economic Vitality; \$250,000 for the MWSBE Disparity Study.
Aid to Government Agencies	001	114	58100	512		101,379	
County Attorney							County Attorney: \$150,000 for professional services associated with TMDL, BMAP and other water issues.
Professional Services	001	120	53100	514		150,000	water issues.
Office of Sustainability							Sustainability: \$50,000 for the Strategic Initiative solar project.
Promotional Activities	001	127	54800	513		50,000	Sustainability. \$50,000 for the Strategic initiative solar project.
Facilities Management							Facilities Management: \$40,000 for constructirenovations not complete in FY17; and \$19,000 for
Repairs and Maintenance	001	150	54600	519		59,000	dividing wall for Main Library community room that could not be completed in FY 2017.
Health & Human Services							
Machinery and Equipment	001	370	53400	569		39,520	Health & Human Services: \$39,520 for the modification of CHSP portal online automated
Medicaid	001	370	58343	564		54,000	system software; \$54,000 for Medicaid billings.
PLACE (Blue Print 2000)							
Salaries and Wages	001	403	51200	515		250,000	PLACE (Blue Print 2000)-\$250,000 in salaries and benefits for an Blueprint employee that
Public Safety Complex							opted for County benefits. 100% of these funds will be reimbursed to the County by Blueprint at year-end FY 2018.
Operating Supplies	001	410	55200			83,800	year-end 1 1 2010.
Planning Department							Public Safety Complex: \$68,000 for UPS Batteries for critical components and \$15,000 for
Aid to Government Agencies	001	817	58100	515		200,000	additional tables for EOC retrofit.
Other Expenses							Planning Department: \$200,000 for true-up and close out of the Planning Department FY17
Aid to Government Agencies	001	820	58100	519		75,000	budget.
Catastrophe Reserve Account							Juagu.
Catastrophe Reserves	001	990	58602	599		4,442,264	Other Expenses: \$75,000 for payment to City of Tallahassee for County's portion of the N.
General Fund Subtotal					5,754,963	5,754,963	Monroe Bus Stop improvements.
2 - Transportation							Catastrophe Reserve Account: Includes \$1,580,243 in emergency reserves associated with
Appropriated Fund Balance	106	000	399900	000	116,132		disaster recovery costs from Hurricane Hermine and Irma, and \$2,862,021 to establish the FY
Other Contractual Services	106	431	53400	541		116,132	2018 Catastrophe Reserve.
					440.400	440.400	2 Tananandatian
Transportation Subtotal					116,132	116,132	2- Transportation
3 - Fine & Forfeiture	440	000	000000	000	400.000		Engineering: \$106,432 in other contractual services for pavement markings delayed due to rain and storm activity; \$9,700 for the completion of the APWA Accreditation process.
Appropriated Fund Balance	110	000	399900	000	100,000		The state of the s
Juvenile Detention Payment	440	000	50400	000		100.000	3 - Fine & Forfeiture
Aid to Government Agencies	110	620	58100	689	400.000	100,000	Juvenile Detention Payment: \$100,000 for the Dept. of Juvenile Justice adjustments associted
Fine & Forfeiture Subtotal					100,000	100,000	with the state fiscal year ending July 2018.
4-Municipal Services Fund (Anima	I Contr	ol & P	arks and F	Recreation)		
Appropriated Fund Balance	140	000	39900	000	50,000		4 Ministral Samisas (Animal Cantual & Barks and Barrastian)
Other Contractual Services(AC)	140	201	53400	562		50,000	4- Municipal Services(Animal Control & Parks and Recreation)
Municipal Services Subtotal					50.000	50,000	Contractual Obligations: \$50,000 for true up of the FY17 City of Tallahassee Animal Control agreement.
iniumcipai services subtotai					30,000	30,000	agroomon.

FY 2017/2018 Operating Carry Forwards

5- Tourist Development Council							
Appropriated Fund Balance	160	000	399900	000	5,414,853		5- Tourist Developme
Advertising							Advertising \$125,000 t
Other Contractual Services	160	302	53400	552		125,000	completed (i.e., #IHea
Marketing							Marketing:\$45,000 ad
Promotional Activities	160	303	54800	552		45,000	and \$90,000 in funding
Other Current Charges	160	303	54948	552		90,000	
Special Events Grants							Special Events Grants FY18 (Jazz and Blues
Signature Event Fund	160	304	58300	550		45,000	F 1 10 (Jazz and blues
TDC 1 Cent							TDC 1 Cent: \$5,109,8
Aid to Government Agencies	160	305	58100	552		5,109,853	Cultural, Heritage and
Line Item Funding							
Cultural Resource Grant	160	888	58214	573		253,989	Line Item Funding: \$2
rist Development Council Subtotal					5,414,853	5,414,853	recipients.
6-Solid Waste							6- Solid Waste
Appropriated Fund Balance	401	000	399000	000	193,749		<u>Landfill Closure</u> : \$65,0
Landfill Closure							closure engineering co
Professional Services	401	435	53100	534		128,749	
Professional Services	401	441	53100	534		65,000	
Solid Waste Subtotal					193,749	193,749	

nent Council

O for marketing and advertising contract for initiatives not eartTally and Choose Tallahassee advertising).

additional research services and TDC strategic plan development, ng for support of the FY18 Concert Series.

nts: \$45,000 for Signature Event Funding postponed in FY17 to 3s).

,853 dedicated from the 1 Cent Tourist Tax is budgeted for the d Performing Arts Fund.

5253,989 for payments to FY17 COCA Facilities Matching Grant

5,000 for the Solid Waste Study and \$128,749 related to the landfill

FY 2017/2018 Capita	al Imp	roveme	nt Carry F	orwards		
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Fine & Forefeiture: Fund 110	- una	0.9	710004111	. rogram	Hovenuo	Expondituro
Appropriated Fund Balance(Excess Fees Sheriff)	110	000	399900	000	419,320	
Transfer to Fund 305	110	950	591305	581	,	419,320
Fine and Forfeiture Fund Subtotal					419,320	419,320
Building Inspection: Fund 120					,	•
Appropriated Fund Balance	120	000	399900	000	27,394	
New General Vehicle & Equipment	120	026018	56400	519	,	16,658
Transfer to Fund 305	120	950	591305	581		10,736
Building Inspection Subtotal					27,394	27,394
Emergency Medical Services: Fund 135						
Appropriated Fund Balance	135	000	399900	000	192,074	
EMS Vehicle & Equipment Replacement	135	026014	56400	526	.02,0.	192,074
Emergency Medical Services Subtotal					192,074	192,074
Municipal Service: Fund 140					,	,
Appropriated Fund Balance	140	000	399900	000	51,661	
Transfer to Fund 145	140	950	591145	581	01,001	51,661
Municipal Service Subtotal	140	330	331143	301	51,661	51,661
Fire Services: Fund 145					01,001	31,001
Appropriated Fund Balance	145	000	399900	000	110,000	
Transfer from Fund 140 (Municipal Services Fund)	145	950	381140	000	51,661	
Volunteer Fire Department	145	096002	56200	522	01,001	161,661
Fire Service Subtotal		000002	00200	0	161,661	161,661
Tourist Development Trust Fund: Fund 160					, , , ,	- ,
Appropriated Fund Balance	160	000	399900	000	29,484	
Welcome Center Improvements	160	086065	56200	522	•	29,484
Tourist Development Trust Subtotal					29,484	29,484
Bank of America: Fund 165						
Appropriated Fund Balance	165	000	399900	000	344,799	
BOA Renovations (Building)	165	086025	56200	519		297,178
BOA Renovations (Technology Enhancements)	165	086025	56205	519		35,751
BOA Renovations (Machinery and Equipment)	165	086025	56400	519		11,870
Bank of America Subtotal					344,799	344,799
Huntington Oaks Plaza: Fund 166	400	000	200000	000	200,000	
Appropriated Fund Balance	166	000	399900 56300	000	200,000	200,000
Huntington Oaks Plaza Building Improvements	166	083002	56300	519	200.000	200,000 200,000
Huntington Oaks Subtotal Capital Improvement: Fund 305					200,000	200,000
Transfer From Fund 110 (Sheriff Excess Fees)	305	950	381110	000	419,320	
Transfer From Fund 120 (Building Inspection Fund)	305	950	381120	000	10,736	
Appropriated Fund Balance	305	000	399900	000	18,059,083	
General Vehicle/Equipment Replacement	305	026003	56400	519	,	111,912
Stormwater Vehicle/Equipment Replacement	305	026004	56400	519		198,576
Woodville Community Park	305	041002	56200	572		120,000
J. Lee Vause Improvements	305	043001	56294	572		122,550
Okeeheepkee Prairie Park	305	043008	56300	572		150,000
Northeast Community Park	305	044001	56300	572		232,946
Apalachee Parkway Regional Park	305	045001	56300	572		1,540,813
J.R. Alford Greenway	305	045004	56294	572		140,000
Pedrick Pond Stormwater Improvements	305	045007	56300	572		40,720
Parks Capital Maintnenance	305	046001	56300	572		1,881,513
Playground Equipment Replacement	305	046006	56300	572		18,257
New Parks/Greenways Vehicles and Equipment	305	046007	56400	572		68,598
Greenways Capital Maintenance	305	046009	56300	572 572		433,394
St. Marks Headwaters	305	047001	56400	572 572		88,228
Boat Landing Improvements Transportation and Stormwater Improvements	305 305	047002	56300 56300	572 541		69,345 151,954
Transportation and Stormwater Improvements Street Lights Program - Unincorporated Areas	305 305	056010 057013	56300 56300			151,954 125,000
Woodside Heights Sewer Projects	305 305	061002	56300	541 535		600,000
Woodville Sewer Project	305	062003	56300	535 535		1,500,000
Stormwater Structure Inventory and Mapping	305	066003	56300	538		611,720
TMDL Compliance Activities	305	066003	56300	538		350,000
Stormwater Pond Repairs	305	066026	56300	538		49,185
Otomiwator i ona Repairs	505	000020	30300	550		49,100

FY 2017/2018 Ca	apıtaı iirip	roveme	TIL Carry I	Oi Wai us		
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Financial Hardware and Software	305	076001	56400	519		143,514
Data Wiring	305	076003	56400	519		22,839
County Compute Infrastructure	305	076008	56400	519		172,197
Geographic Information Systems	305	076009	56400	539		310,734
Courtroom Technology	305	076023	56400	519		243,205
Mobile Devices	305	076042	56400	519		13,648
Records Management	305	076061	56400	519		123,827
E-Filing System for Court Documents	305	076063	56400	519		247,333
Huntington Oaks Plaza Building Improvements	305	083002	56200	519		68,125
Courtroom Renovations	305	086007	56200	519		26,076
Architectural & Engineering Services	305	086011	56200	519		39,472
Common Area Furnishings	305	086017	56400	519		5,897
Courthouse Renovations	305	086027	56201	519		159,973
Jail Complex Maintenance(Including Sheriff Vehicles)	305	086031	56200	523		2,422,489
Main Library Improvements	305	086053	56300	571		38,810
Medical Examiner Facility (Professional Services)	305	086067	53100	527		515,045
Medical Examiner Facility (Construction)	305	086067	56294	527		1,681,750
Lake Jackson TC Sense of Place Initiative	305	086068	56300 56301	519 510		34,258
Fleet Management Shop Improvements	305	086071	56201	519 510		37,254
Building Mechanical Repairs and Replacements Building Infrastructure Improvements	305 305	086077 086078	56300 56300	519 519		841,482 1,083,033
Building General Maintenance and Renovations	305 305	086078	56300	519		467,783
Public Safety Complex (Building)	305 305	096016	56200	519 529		319,472
Public Safety Complex (Editionity) Public Safety Complex (Technology)	305	096016	56400	529		141,007
Capital Grant Match Program	305	096019	56300	559		81,205
Voting Equipment Replacement	305	096028	56400	513		94,000
Votaling Equipment Replacement	000	000020	00100	0.0		0 1,000
Capital Improvement Sub	total				18,489,139	18,489,139
Gas Tax: Fund 306						
Appropriated Fund Balance	306	000	399900	000	6,485,414	
Public Works Vehicle/Equipment Replacement	306	026005	56400	541		491,608
Arterial/Collector Roads Pavement Markings	306	026015	56300	541		3,621
Springhill Road Bridge Rehabilitation	306	051008	56400	541		350,500
Old Bainbridge Road Safety Improvements	306	053007	56300	541		322,000
Baum Road Drainage Improvement	306	054011	56300	541		73,760
Crump Road Drainage Improvements	306	055011	56300	541		415,674
Transportation and Stormwater Improvements Public Works Design and Engineering Services	306	056010 056011	56300 56300	541 541		2,598,056
Sidewalk Program	306 306	056011	56300	541 541		38,434 2,191,761
Sidewalk i Togram	300	030013	30300	341		2,191,701
Gas Tax Sub	total				6,485,414	6,485,414
Local Option Sales Tax: Fund 308						
Appropriated Fund Balance	308	000	399900	000	4,503,735	
Intersection Safety and Improvements	308	057001	56300	541		4,503,735
Local Option Sales Tax Sub	total				4,503,735	4,503,735
Extended Local Option Sales Tax: Fund 309	222	000	000000	000	7.054.405	
Appropriated Fund Balance	309	000	399900	000	7,251,405	===
OGCM (Open Grade Cold Mix) Stabilization	309	026006	56300	541 570		576,311
Fred George Park Magnolia Drive Multi-Use Trail	309	043007 055010	56300	572 541		19,554
Arterial/Collector Resurfacing	309 309	055010	56300 56300	541 541		199,330
Community Safety and Mobility	309	056001	56300	541 541		2,431,579
Intersection Safety and Improvements	309	057001	56300	541 541		1,125,341 560,828
Lake Munson Restoration	309	062001	56300	538		225,504
Longwood Outfall Retrofit	309	062001	56300	538		223,345
Killearn Acres Flood Mitigation	309	064001	56300	538		497,677
Killearn Lakes Plantation Stormwater	309	064006	56300	538		1,391,936
	total				7,251,405	7,251,40
Blueprint Joint Participation Agreement (JPA) Rev.					6,016,683	, - , .
Lake Henrietta Renovations	309	061001	56393	538		472,554
Woodside Heights Sewer Project	309	061002	56300	535		1,999,678
Westside Stormwater	309	062005	56300	538		400,000
Fords Arm	309	063005	56100	538		2,872,882
Blueprint 2000 Water Quality Enhancements	309	067002	56300	538		271,569
	total				6,016,683	6,016,683
Extended Local Option Sales Tax Sub					13,268,088	13,268,088

FY 2017/2018 Capital Improvement Carry Forwards									
Account Description	Fund	Org	Account	Program	Revenue	Expenditure			
Refunding Bond Series 2012: Fund 311									
Appropriated Fund Balance	311	000	399900	000	7,038				
Building Infrastructure Improvements	311	086078	56300	519	7,038	7,038			
Refunding Bonds Series 2014: Fund 318									
Appropriated Fund Balance	318	000	399900	000	50,308				
Courthouse Renovations	318	086027	56201	519	50,308	50,308			
ESCO Lease Series 2005: Fund 321									
Appropriated Fund Balance	321	000	399900	000	20,746				
Courthouse Renovations	321	086027	56201	519	20,746	20,746			
Impact Fee - Countywide Road District: Fund 341									
Appropriated Fund Balance	341	000	399900	000	47,449				
North Monroe Turn Lane (Landscaping)	341	053003	56300	541		47,449			
Impact Fee - Countywide Road District Subtotal					47,449	47,449			
Solid Waste: Fund 401									
Appropriated Fund Balance	401	000	399900	000	1,185,822				
Landfill Improvements	401	036002	56300	534		47,213			
Solid Waste Heavy Equipment	401	036003	56400	534		195,686			
Transfer Station Heavy Equipment	401	036010	56400	534		47,609			
Household Hazardous Waste Improvements	401	036019	56294	534		85,650			
Transfer Station Improvements	401	036023	56300	534		266,553			
Solid Waste Master Plan	401	036028	56300	534		71,971			
Rural Waste Vehicle & Equipment Replacement	401	036033	56400	534		256,077			
Solid Waste Pre-Fabricated Buildings	401	036041	56200	534		29,063			
Hazardous Waste Vehicle & Equipment Replacement	401	036042	56400	534		186,000			
Solid Waste Subtotal					1,185,822	1,185,822			

Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	Prog	Revenue	Expenditure
Supervisor of Elections (SOE) Grants						
Voter Education Funds	060	525	331100	000	47,882	
Pool Interest Allocation	060	525	361111	000	101	
Supervisor of Elections Grants	060	525	331100	000		47,983
Subtotal					47,983	47,983
SHIP Trust Fund 2014-2017						
Revenue	124	932047	345100	000	42,883	
SHIP	124	932047	585000	554		42,883
Subtotal					42,883	42,883
SHIP Trust Fund 2015-2018						
Revenue	124	932048	345100	000	509,108	
SHIP	124	932048	585000	554		509,108
Subtotal					509,108	509,108
SHIP Trust Fund 2016-2019						
Revenue	124	932049	345100	000	620,721	
SHIP	124	932049	585000	554		620,721
Subtotal					620,721	620,721
SHIP Disaster Fund						
Revenue	124	932050	345100	000	287,821	
SHIP	124	932050	585000	554		287,821
Subtotal					287,821	287,821
SHIP Housing Counseling Fund						
Revenue	124	932051	345100	000	13,899	
SHIP	124	932051	585000	554		13,899
Subtotal					13,899	13,899
SHIP 2017/2018 Funding						
Revenue	124	932052	345100	000	14,480	
SHIP	124	932052	585000	554		14,480
Subtotal					14,480	14,480

		•				
Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	Expenditure
Significant Benefit District 1						
Revenue - Capacity Fee	125	009010	363244	000	373,193	
Improvements Other than Buildings	125	009010	56300	541		373,193
Subtotal					373,193	373,193
Significant Benefit District 2						
Revenue - Capacity Fee	125	009009	363244	000	84,669	
Improvements Other than Buildings	125	009009	56300	541		84,669
Subtotal					84,669	84,669
Significant Benefit District 3						
Revenue - Capacity Fee	125	009011	363244	000	2,415	
Improvements Other than Buildings	125	009011	56300	541	•	2,415
Subtotal					2,415	2,415
Significant Benefit District 4						
Revenue - Capacity Fee	125	009012	363244	000	77,852	
Improvements Other than Buildings	125	009012	56300	541	,	77,852
Subtotal					77,852	77,852
Miccosukee Greenways						
Revenue - State Grant	125	044003	334785	000	165,187	
Improvements Other than Buildings	125	044003	56300	537	,	165,187
Subtotal					165,187	165,187
St. Marks Headwaters						
Revenue - State Grant	125	047001	337702	000	1,344,682	
Improvements Other than Buildings	125	047001	56300	572	, ,	1,344,682
Subtotal					1,344,682	1,344,682
Old Bainbridge Road Safety Improvement						
FDOT - Old Bainbridge Road at Knots Lane	125	053007	331413	000	54,321	
FDOT - Old Bainbridge Road Monroe to Gadsden	125	053007	331414	000	48,750	
Improvements Other than Buildings	125	053007	56300	541	, -	103,071
Subtotal	-				103,071	103,071
Beechridge Trail Improvements						
Revenue - Capacity Fee	125	054010	363244	000	3,928	
Improvements Other than Buildings	125	054010	56300	541	, -	3,928
Subtotal	-				3,928	3,928

Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	Revenue	Expenditure
Magnolia Drive Multi-use Trail						
BP 2000-Magnolia Drive	125	055010	337406	000	5,430,100	
COT Reimbursement Magnolia Drive	125	055010	337405	000	6,274	
Improvements Other than Buildings	125	055010	56300	541		5,436,374
Subtotal					5,436,374	5,436,374
Intersection & Safety Improvements						
Revenue - Capacity Fee	125	057001	363244	000	13,121	
Improvements Other than Buildings	125	057001	56300	541		13,121
Subtotal					13,121	13,121
Mosquito Control Grant						
Revenue	125	214	334610	000	21,494	
Operating Supplies	125	214	55200	562		125
Machinery and Equipment	125	214	56400	562		21,369
Subtotal					21,494	21,494
Library E-Rate Program						
Revenue	125	912013	369910	000	33,684	
Other Contractual Services	125	912013	53400	571		25,094
Machinery and Equipment	125	912013	56400	571		8,590
Subtotal					33,684	33,684
Library Patron Donations						
Revenue - Contributions	125	913023	366000	000	120,589	
Professional Services	125	913023	53100	571		2,260
Other Contractual Services	125	913023	53400	571		1,183
Promotional Activities	125	913023	54800	571		14,000
Office Supplies	125	913023	55100	571		2,833
Machinery and Equipment	125	913023	56400	571		10,952
Books, Publications, Library Materials	125	913023	56600	571		89,361
Subtotal					120,589	120,589

Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	Revenue	Expenditure
Capelouto Donation						
Revenue - Contributions	125	913024	366000	000	2,560	
Books, Publications and Library Materials	125	913024	56600	571		2,560
Subtotal					2,560	2,560
Friends Literacy Contract						
Revenue - Grant	125	913045	337714	000	35,553	
Postage	125	913045	54200	571		600
Office Supplies	125	913045	55100	571		9,853
Operating Supplies	125	913045	55200	571		10,102
Books, Publications and Library Materials	125	913045	56600	571		14,998
Subtotal					35,553	35,553
Slosberg Driver Education						
Revenue - Driver Education CFWD	125	915013	348532	000	82,608	
Other Grants and Aids	125	915013	58300	529		82,608
Subtotal					82,608	82,608
Community Foundation of North Florida						
Revenue	125	915058	366310	000	425	
Other Current Charges & Obligations	125	915058	54908	519		425
Subtotal					425	425
DOT - Big Bend Scenic Byway						
BBSB Grant	125	916017	331494	000	889,792	
Other Contractual Services	125	916017	56400	529		889,792
Subtotal					889,792	889,792
Southwood Pmt - Woodville Highway						
Revenue - Southwood Proportional Share	125	918001	363250	000	50,178	
Aid to Government Agencies	125	918001	58100	541		50,178
Subtotal					50,178	50,178

		•				
Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	Revenue	Expenditure
Leon Works Expo / Junior Apprentice						
Revenue - State Grant	125	915068	337501	000	46,099	
Regular Salaries and Wages	125	915068	51200	551		37,324
FICA Taxes	125	915068	52100	551		2,856
Promotional Activities	125	915068	54800	551		4,014
Other Current Charges and Obligations	125	915068	54900	551		1,905
Subtotal					46,099	46,099
Boating Improvement						
Revenue - State Grant	125	921043	334792	000	98,997	
Improvements Other than Buildings	125	921043	56300	572		98,997
Subtotal					98,997	98,997
BP Horizon Oil Spill						
Appropriated Fund Balance	125	925017	399900	000	626,693	
Other Current Charges & Obligations	125	925017	54900	559		40,000
Land	125	925017	56100	559		586,693
Subtotal					626,693	626,693
Robinson Road Flood Relief						
Revenue - State Grant	125	926105	334367	000	12,905	
Improvements Other Than Buildings	125	926105	56300	538		12,905
Subtotal					12,905	12,905
Woodville Heights Sewer Project						
Revenue - State Grant	125	926155	334352	000	16,247	
Improvements Other Than Buildings	125	926155	56300	535		16,247
Subtotal					16,247	16,247
Woodside Heights Septic to Sewer Project						
Revenue - State Grant	125	061002	334353	000	2,538,573	
Improvements Other Than Buildings	125	061002	56300	535		2,538,573
Subtotal					2,538,573	2,538,573
Woodville Sewer Design						
Revenue - State Grant	125	062003	334354	000	1,500,000	
Improvements Other Than Buildings	125	062003	56300	535	.,,	1,500,000
Subtotal					1,500,000	1,500,000

Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	Revenue	Expenditure
Florida Hardest Hit Program						
Revenue	125	932016	334512	000	8,146	
Office Supplies	125	932016	55100	554		8,146
Subtotal					8,146	8,146
HFA Emergency Repairs Program						
Revenue	125	932019	337502	000	12,439	
Housing Rehabilitation	125	932019	585000	554		12,439
Subtotal					12,439	12,439
CDBG 2013 Community Development Block Grant						
Revenue - Federal Grant	125	932077	331520	000	513,574	
Regular Salaries and Wages	125	932077	51200	554		60,667
FICA Taxes	125	932077	52100	554		4,640
Retirement Contribution	125	932077	52200	554		4,470
Health Insurance	125	932077	52300	554		38,203
Postage	125	932077	54200	554		1,000
Printing and Binding	125	932077	54700	554		1,000
Other Current Charges and Obligations	125	932077	54900	554		1,314
Office Supplies	125	932077	55100	554		1,000
Housing Rehabilitation	125	932077	585000	554		401,280
Subtotal					513,574	513,574
DCF Drug Testing						
Revenue - Federal Grant	125	943085	33420	000	50,907	
Other Contractual Services	125	943085	53400	622		50,907
Subtotal					50,907	50,907
EM-SHSGP Federal Grant						
Revenue - State Grant	125	952003	334272		30,000	
Training	125	952003	55401			30,000
Machinery and equipment	125	952003	56400		-	-
Subtotal					30,000	30,000
Sidewalk Program District 1						
Sidewalk Fees	127	001000	363243	000	12,922	
Pool Interest Allocation	127	001000	361111	000	581	
Road Materials and Supplies	127	001000	55300	541		13,503
Subtotal					13,503	13,503

		,				
Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	Revenue	Expenditure
Sidewalk Program District 2						
Sidewalk Fees	127	002000	363243	000	22,922	
Pool Interest Allocation	127	002000	361111	000	966	00.000
Road Materials and Supplies Subtotal	127	002000	55300	541	23,888	23,888 23,888
Subtotal					23,000	23,000
Sidewalk Program District 3						
Sidewalk Fees	127	003000	363243	000	65,257	
Pool Interest Allocation	127	003000	361111	000	2,623	
Road Materials and Supplies	127	003000	55300	541		67,879
Subtotal					67,879	67,879
Sidewalk Program District 4						
Sidewalk Fees	127	004000	363243	000	50,945	
Pool Interest Allocation	127	004000	361111	000	2,201	
Road Materials and Supplies	127	004000	55300	541		53,146
Subtotal					53,146	53,146
Sidewalk Program District 5						
Sidewalk Fees	127	005000	363243	000	8,128	
Pool Interest Allocation	127	005000	361111	000	262	
Road Materials and Supplies	127	005000	55300	541		8,390
Subtotal					8,390	8,390
Friends Library Endowment						
Revenue - Donation	127	913115	337716	000	157,692	
Other Contractual Services	127	913115	53400	571		9,064
Promotional Activities	127	913115	54800	571		12,615
Operating Supplies	127	913115	55200	571		2,573
Books, Publications and Library Materials	127	913115	56600	571		133,440
Subtotal		3.33		<u> </u>	157,692	157,692
Van Brunt Library Trust						
Revenue	127	913200	337725	000	82,222	
Other Contractual Services	127	913200	53400	571	<i>52,222</i>	82,222
Subtotal	121	010200	00-100	0, 1	82,222	82,222
Jubiolai					02,222	02,222

Account Description	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	Prog	Revenue	Expenditure
Tree Bank						
Tree Bank Donations	127	921053	337410	000	44,762	
Pool Interest Allocation	127	921053	361111	000	160	
Road Materials and Supplies	127	921053	55300	541		44,923
Subtotal					44,923	44,923
Amtrak Community Room						
Parks and Recreation	127	921064	347200	000	1,185	
Pool Interest Allocation	127	921064	361111	000	46	
Improvements Other Than Buildings	127	921064	56300	572		1,231
Subtotal					1,231	1,231
Miccosukee Community Center						
Parks and Recreation	127	921116	347200	000	8,972	
Pool Interest Allocation	127	921116	361111	000	35	
Improvements Other than Buildings	127	921116	56300	572		9,007
Subtotal					9,007	9,007
Chaires Community Center Fees						
Parks and Recreation	127	921126	347200	000	22,589	
Pool Interest Allocation	127	921126	361111	000	78	
Improvements Other than Buildings	127	921126	56300	572		22,667
Subtotal					22,667	22,667
Woodville Community Center Fees						
Parks and Recreation	127	921136	347200	000	38,843	
Pool Interest Allocation	127	921136	361111	000	433	
Improvements Other than Buildings	127	921136	56300	572		39,275
Subtotal					39,275	39,275

FY 17/18 Grant Carry Forward

<u>Fund</u>	<u>Org</u>	<u>Acct</u>	Prog	Revenue	Expenditure
127	921146	347200	000	22,223	
127	921146	361111	000	78	
127	921146	56300	572		22,301
				22,301	22,301
127	921156	347200	000	21,393	
127	921156	361111	000	209	
127	921156	56300	572		21,602
				21,602	21,602
127	921166	347200	000	23,616	
127	921166	361111	000	449	
127	921166	56300	572		24,065
				24,065	24,065
127	961045	334201	000	168	
127	961056	361111	000	1,656	
127	961056	56400	526		1,824
				1,824	1,824
127	961056	334202	000	32,366	
127	961056	381135	526	10,789	
127	961056	54800	526		43,155
				43,155	43,155
	127 127 127 127 127 127 127 127 127 127	127 921146 127 921146 127 921146 127 921156 127 921156 127 921156 127 921166 127 921166 127 921166 127 921166 127 921166 127 961056 127 961056	127 921146 347200 127 921146 361111 127 921146 56300 127 921156 347200 127 921156 361111 127 921156 56300 127 921166 361111 127 921166 361111 127 921166 56300 127 921166 56300 127 921166 56300	127 921146 347200 000 127 921146 361111 000 127 921146 56300 572 127 921156 347200 000 127 921156 361111 000 127 921156 56300 572 127 921166 347200 000 127 921166 361111 000 127 921166 56300 572 127 961045 334201 000 127 961056 361111 000 127 961056 56400 526 127 961056 334202 000 127 961056 381135 526	127 921146 347200 000 22,223 127 921146 361111 000 78 127 921146 56300 572 22,301 22,301 127 921156 347200 000 21,393 127 921156 361111 000 209 127 921156 56300 572 21,602 127 921166 361111 000 23,616 127 921166 361111 000 449 127 921166 56300 572 24,065 127 961056 361111 000 168 127 961056 361111 000 1,656 127 961056 36400 526 1,824

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2016/2017; 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 14th day of November, 2017.

	LEON COUNTY, FLORIDA
	BY:
	John E. Dailey, Chairman
	Board of County Commissioners
ATTEST:	
Gwendolyn Marshall, Clerk of the Cour	t and Comptroller
Leon County, Florida	
BY:	
Gwendolyn Marshall, Clerk	
Approved as to Form:	
Leon County Attorney's Office	
2001 0001119 120011109 0 011100	
BY:	
Herbert W. A. Thiele, Esq.	
County Attorney	

					FISCAL YEAR 2	017/2018		·
					BUDGET AMENDME	NT REQUEST		
	No:	BAB	17031			Agenda Item No:		
	Date:	11/1	/2017			Agenda Item Date:		11/14/2017
	Country	A almaini				Danistic Carretic Adm	iniatuatau	
	County	Admini	istrator			Deputy County Adm	imistrator	
	Vincent	S. Lon	g			Alan Rosenzweig		
#					Request Det	tail:		
1					Revenues			
				Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	110	000	399900	000	Appropriated Fund Balance	100,000	750,000	850,000
					Evnanditur	Subtotal:		
				Account	Expenditur Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title	ourrent Budget	Onlange	Adjusted Budget
	110	950	591001	_	Transfer To Fund 001	-	750,000	750,000
						Subtotal:		·
					Revenues	<u> </u>		
			,	Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	_	Title			
	001	950	381110	000	Transfer From Fund 110	-	750,000	750,000
					Expenditur	Subtotal:		
				Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title	January 2 augus	onango	rajacioa Daagoi
	001	990	59918	599	Reserve for Fund Balance	-	750,000	750,000
						Subtotal:		
2					Revenues			
		_			Information	Current Budget	Change	Adjusted Budget
	Fund 130	Org 000		Prog	Title		600,000	600,000
	130	000	399900	000	Appropriated Fund Balance	-	600,000	600,000
						Subtotal:		
					<u>Expenditur</u>	<u>es</u>		
					Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	_	Title			
	130	950	591330	581	Transfer To Fund 330	- Contractal	600,000	600,000
					Revenues	Subtotal:		
				Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct		Title	g -:	393	,
	330	950	381130	000	Transfer From Fund 130	-	600,000	600,000
						Subtotal:		
				_	<u>Expenditur</u>			
	F	0			Information	Current Budget	Change	Adjusted Budget
	Fund 330	Org 990	Acct 59902	Prog 599	<i>Title</i> Reserve for Future Projects		600,000	600,000
	550	990	09902	000	Page 56 of 485	Subtotal: Posted 2:	000,000 30 p.m. on Nov	·

								Page 3 of 4
3					<u>Revenue</u> :	<u> </u>		
		Account Information				Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	135	000	342600	000	Ambulance Fees	9,408,357	103,604	9,511,961
						Subtotal:		
					<u>Expenditur</u>	<u>'es</u>		
				Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	135	185	51200	526	Salaries and Wages	-	103,604	103,604
					-			
4					Revenue	<u>s</u>		
				Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	145	000	325201	000	Fire Services Fees	5,238,179	207,618	5,445,797
				Subtotal:				
					<u>Expenditur</u>	<u>'es</u>		
				Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	145	838	53400	522	Other Contractual Services	7,747,906	207,618	7,955,524
5					<u>Revenue</u> :	<u>s</u>		
	Account Information				Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	161	000	337500	000	Marketing Installment Fee		4,574	4,574
	161	000	345125	000	Project Fees	29,355	3,067	32,422
	161	000	345150	000	SHIP Recaptured Revenue		24,574	24,574
	161	000	361111	000	Pool Interest Allocation		4,148	4,148
	161	000	361400	000	Leon County Property Sales		47,825	47,825
	161	000	399900	000	Appropriated Fund Balance	263,605	386,413	650,018
						Subtotal:	470,601	
					<u>Expenditur</u>	<u>'es</u>		
			,	Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	161	808	58100	554	Aid To Government Agencies	263,605	470,601	734,206
						Subtotal:		
6					Revenue	<u></u>		
			,	Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	401	000	343411	000	Transfer Station Receipts	2,470,794	323,286	2,794,080
						Subtotal:		
					<u>Expenditur</u>	<u>'es</u>		
			,	Account	Information	Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Title			
	401	441	53400	522	Other Contractual Services	6,315,313	323,286	6,638,599
						Subtotal:		

Attachment #2 Page 4 of 4

									Page 4 of 4
7						<u>Revenues</u>			
				Accoun	t Information		Current Budget	Change	Adjusted Budget
	Fund	Org	Acct	Prog	Tit				
	125	000	334891	000	Veteran's C	ourt Funds	125,000	(125,000)	-
	125	944010	334891	000	Veteran's C	ourt Funds	-	125,000	125,000
	125	000	331280	000	FDLE JAG (Grant FY17	40,000	(40,000)	-
	125	982062	331280	000	FDLE JAG (Grant FY17	-	40,000	40,000
	125	982061	51200	521	FDLE JAG (Grant FY17	40,000	(40,000)	-
	125	982062	51200	521	FDLE JAG (Grant FY17	-	40,000	40,000
	127	961052	399900	000	EMS DOH Equi	ipment M4253	5,463	5,293	10,756
	127	961045	334201	000	EMS DOH I	Equipment	19,469	21,151	40,620
							Subtotal:	26,444	
					Expenditures				
	125	961045	56400	526	EMS DOH I	Equipment	19,469	21,151	40,620
	127	961052	54800	526	EMS DOH Equi	ipment M4253	38,407	5,293	43,700
							Subtotal:	26,444	
					P	urpose of Req	uest:		
fundii Emer Appro	ng from gency opriates	a specia Commun \$103,60	Il revenue nications 03 in ad	fund w Fund t ditional	rith restricted use to o the E-911 Emer fee revenue to co	an unrestricted fur gency Communications over the increase	Fine and Forfeiture Fund for general use. 2) ations Capital Fund special pay costs a	Transfers \$6 to reserve f ssociated wi	500,000 from the E-91 for future projects. 3 th Hurricane Irma. 4
							revenue collections varietively close out the		
									act. 7) Allocates gran
ever	nues to	the appro	priate ac	counts a	and appropriates add	ditional grant reven	ue received for the EM	IS Equipment	grant.
_	Group/	Program	Director	•			Budget Manager		
							Scott Ross, Dir., Off	ice of Financ	cial Stewardship
	Approv	ed By:		X	Resolution	☐ Motion	Adr	ministrator	



Sheriff Walt McNeil

LEON COUNTY SHERIFF'S OFFICE

October 31, 2017

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

Dear Commissioner Dailey:

Greetings, I am writing with reference to an ongoing Fiscal Year 2018 budget discussion with Mr. Vincent Long and yourself about critical resource needs of the Leon County Sheriff's Office. As you are aware the emergency vehicle response fleets utilized by our uniform law enforcement deputies require replacement, as most have exceeded their effective utilization capabilities. The Leon County Board of Commissioners was very supportive during the most recent budget process evidenced by their funding the purchase of vehicles. These replacement vehicles bring advanced safety features not previously available and will reduce the estimated annual vehicle repair costs.

While the most recent appropriation was much appreciated, we anticipate that an aggressive continued replacement schedule must be pursued; as many currently used emergency vehicles have exceeded their recommended use life. In support of this need, Mr. Long voiced agreement that the application of any residual excess funds, which remained unencumbered from the Fiscal Year 2017 Budget for emergency response vehicle purchases, could be applied towards vehicle replacement costs in fiscal year 2018.

Therefore, I am respectfully requesting the funds in the amount of \$419,320.00, which were in the Fiscal Year 2017 Leon County Sheriff's Budget, but not spent be used to supplement the vehicle replacement schedule pursuant to our earlier conversation.

Walter A. McNeil

WM/dcf

Leon County Sheriff's Office

2016-2017 End of Year Budget Certification

To: Leon County Board of County Commissioners (BOCC)
I submit to you the following end of year budget recapitulation for the operation of the Leon County Sheriff's Office for the fiscal year ending September 30, 2017.

Budget Recap

16-17 Corrections Bud 16-17 Amendment	\$ 34,553,756.00 0.00	
16-17 Law Enforceme 16-17 Amendment	nt Budget:	 38,254,440.00 0.00
Total 2016-2017 Budg	jet:	\$ 72,808,196.00
Additions:	SRO Charge for Services	\$ 1,422,896.00 619,199
Total Budget		\$ 74,850,291.00

Excess Fee Recap

Additional Excess Fees			419,320.00
Additional Excess Fees		¢	419,320.00
Excess Fees (Transfers Out to Bo	OCC)	\$	419,320.00
Total Transfers In From BOCC			70,766,101.00
Deficiency of Revenues over Exp	enditures	\$	(70,346,781.00)
Total Expenditures:		\$	72,395,092.00
	Aid to Other Governments		2,502,466.00
	Operating Capital Outlay		14,746,161.00 848,236.00
Expenditures:	Personal Services	\$	54,298,229.00
Total Revenues:		\$	2,048,311.00
	Miscellaneous		75,061.00
	Insurance Reimbursements Sale of Scrap		11,790.00 123,120.00
	Overtime Reimbursements		89,564.00
	Sale of Fixed Assets		7,176.00
	Other Contracts		312,488.00
Revenues:	SRO Contract	\$	1,429,112.00

SIGNATURE:

Sheriff Walt McNeil

COUNTY OF LEON the following instrument was acknowledged before me this 31st day of October 2017, by Walt McNeil,

known to m

NOTARY PUBLIC, State of Florida

My Commission Expires:

Leon County Board of County Commissioners

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the October 10, 2017 Workshop on

Crime Statistics in Leon County

Review and Approval:	Vincent S. Long, County Administrator				
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator				
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives				

Statement of Issue:

This item seeks ratification of the of Board actions taken at the October 10, 2017 Workshop on Crime Statistics in Leon County.

Fiscal Impact:

This item has no immediate fiscal impact. All funds to be utilized pursuant to the Board actions taken during the workshop are available in the FY 2018 budget.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board at the October 10, 2017 Workshop on Crime Statistics in Leon County.

Title: Ratification of Board Actions Taken at the October 10, 2017 Workshop on Crime

Statistics in Leon County

November 14, 2017

Page 2

Report and Discussion

Background:

In June 2017, the Florida Department of Law Enforcement (FDLE) released its annual Uniform Crime Report (UCR) which indicated that Leon County's crime rate during calendar year 2016 was 5,655 crimes committed per 100,000 population. Several news articles were subsequently published reporting that Leon County's crime rate was the highest of all counties in Florida in each of the last three years. The Board directed staff to schedule a workshop, which was conducted on October 10, 2017, to better understand UCR reports and how law enforcement agencies utilize them in context with other information and analytics to understand the true nature of crime in our community. The workshop also highlighted focused actions that local law enforcement and judicial agencies are taking cooperatively to leverage their resources to address known crime issues in our community. Several representatives from the local law enforcement and criminal justice community participated in the workshop presentation including Sheriff Walt McNeil, State Attorney Jack Campbell, Tallahassee Police Chief Michael DeLeo, FSU Police Chief David Perry, and TCC Police Chief Greg Gibson.

Analysis:

During the workshop, staff presented a summary of the Uniform Crime Report, including ways in which the report and its data are commonly used and factors specific to Leon County that influence crime statistics in our community. Additionally, several representatives of the local law enforcement and criminal justice community (listed above) discussed how local law enforcement agencies utilize Uniform Crime Report data together with other sources of data and information to fully understand the nature of crime in our community. The workshop included extensive discussion of actions and strategies that local public safety stakeholders are taking to address known crime issues including trends and patterns in different types of crime, areas of the community where crimes are occurring at a higher rate, and strategies to address high-risk offenders.

At the workshop, the Board approved the following option:

Option #2: Request the PSCC to evaluate and recommend strategies for the use of reserve funds for public safety.

The motion approved by the Board also directed the Chairman to send a letter to the Public Safety Coordinating Council (PSCC) requesting that it consider specific social and economic concerns discussed during the workshop in its recommendations back to the Board. The Chairman's letter to the PSCC dated October 17, 2017 is included as Attachment #1 to this agenda item.

Additionally, the Board discussed infrastructure needs and code compliance issues in areas most affected by crime. At the workshop, Sheriff Walt McNeil and Tallahassee Police Chief Michael DeLeo indicated that the Griffin Heights, South City, and Bond neighborhoods have historically experienced higher rates of crime than the community as a whole. The motion approved by the

Title: Ratification of Board Actions Taken at the October 10, 2017 Workshop on Crime Statistics in Leon County

November 14, 2017

Page 3

Board also included direction for the Chairman to send a letter to the Community Redevelopment Agency (CRA) requesting that it review the current state of infrastructure conditions in these communities including sidewalks, street lights, and code compliance issues, and that it propose strategies to assist in remediating any conditions that may be barriers to ensuring public safety in these neighborhoods. The Chairman's letter to the CRA is also included as Attachment #2 to this agenda item. The Board also directed staff to reflect on these concerns during the Joint Workshop on the Final Report of the Affordable Housing Workgroup on October 26.

Finally, the motion approved by the Board did not include Option #3; however, staff was directed to bring back more information regarding the use of Emergency Response Marketing funds for strategic tourism marketing for future discussion. Staff will continue to promote the year-round visibility and appeal of Leon County as a preferred destination for people and businesses that Leon County and its community partners seek to recruit, and will include information regarding potential uses of Emergency Response Marketing funds in future updates to the Board.

Options:

- 1. Ratify the actions taken by the Board at the October 10, 2017 Workshop on Crime Statistics in Leon County.
- 2. Do not ratify the actions taken by the Board at the October 10, 2017 Workshop on Crime Statistics in Leon County.
- 3. Board direction.

Recommendation:

Option #1.

Attachments:

- 1. Chairman's Letter to the Public Safety Coordinating Council dated October 17, 2017
- 2. Chairman's Letter to the Community Redevelopment Agency dated October 17, 2017



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301 (850) 606-5302 www.leoncountyfl.gov

Commissioners

JOHN E. DAILEY District 3 Chairman

NICK MADDOX At-Large Vice Chairman

BILL PROCTOR District 1

JIMBO JACKSON District 2

BRYAN DESLOGE District 4

KRISTIN DOZIER District 5

MARY ANN LINDLEY At-Large

VINCENT S. LONG County Administrator

HERBERT W.A. THIELE County Attorney

October 17, 2017

Bill Proctor, Chairman, Public Safety Coordinating Council Leon County Courthouse, 5th Floor 301 South Monroe Street Tallahassee, Florida 32301

Dear Chairman Proctor,

During its October 10, 2017 Workshop on Crime Statistics in Leon County, the Board of County Commissioners reserved one-time funding in the amount of \$87,793 and requested that the Public Safety Coordinating Council (PSCC) evaluate and recommend strategies that would enhance public safety through the use of these funds.

Based on the workshop discussion, the Board asked that the PSCC's recommendations consider specific social and economic concerns, such as substance abuse, the lack of life and job skills training, employment assistance and barriers to successful reentry into the community after incarceration as these factors may be contributing to criminal activity in Leon County.

Further, in considering the composition of the PSCC and its mission to manage the jail population, the Board would also support initiative(s) that serve to divert inmates suffering from a mental illness or homelessness from jail into appropriate housing with specialized supervision in the community.

As the Board's advisory body on criminal justice matters, we look forward to considering your recommendations that support our mutual and ongoing commitment to enhance public safety in our community.

- Marie

Sincerely.

John E. Dailey

Chairman, Leon County Board of County Commissioners



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301 (850) 606-5302 www.leoncountyfl.gov

Commissioners

JOHN E. DAILEY District 3 Chairman

NICK MADDOX At-Large Vice Chairman

BILL PROCTOR District 1

JIMBO JACKSON District 2

BRYAN DESLOGE District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE County Attorney

October 17, 2017

Nick Maddox Chairman, Community Redevelopment Agency Leon County Courthouse, 5th Floor 301 South Monroe Street Tallahassee, Florida 32301

Dear Chairman Maddox,

As approved by the Board of County Commissioners during its October 10, 2017 Workshop on Crime Statistics in Leon County, this letter serves as a formal request that the Community Redevelopment Agency review the current state of infrastructure and propose strategies to assist in addressing the needs in the following communities:

- Griffin Heights/Frenchtown
- South City/Orange Avenue
- · Bond and Providence

Much of the workshop discussion focused on the communities listed above and their associated characteristics such as poverty, blight, and the lack of infrastructure that may be contributing factors to criminal activity.

As a part of their commitment to assist and support law enforcement in addressing these issues, the Board of County Commissioners specifically requests that the CRA survey the infrastructure conditions in these communities, such as street lighting, sidewalks, and code compliance issues such as graffiti, abandoned housing, and overgrown lots. Based on the CRA's findings, the Board further requests that the CRA develop strategies to assist in remediating any conditions that may be barriers to ensuring public safety in these communities.

Sincerely

John E. Dailey

Chairman, Leon County Board of County Commissioners

cc: Vincent S, Long, County Administrator

Leon County Board of County Commissioners

Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the October 24, 2017 Workshop on the

2018 State and Federal Legislative Priorities

Review and Approval:	Vincent S. Long, County Administrator					
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator					
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives Nicki Paden, Management Analyst					

Statement of Issue:

This agenda item seeks ratification of Board actions taken at the October 24, 2017 Workshop on the 2018 State and Federal Legislative Priorities.

Fiscal Impact:

This item does not have a fiscal impact. However, it recommends requests for state and federal appropriations as well as substantive policy positions that seek to avoid unfunded mandates and cost shifts to the County.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board at the October 24, 2017 Workshop on the

2018 State and Federal Legislative Priorities.

Option #2: Adopt the Resolution supporting legislation that would make texting while

driving a primary offense (Attachment #1)

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Report and Discussion

Background:

Each year, the Board conducts a workshop with staff on the County's state and federal legislative priorities. On October 24, 2017, the Board held a workshop to discuss the legislative priorities for the 2018 state and federal sessions (Attachment #2).

Analysis:

Staff provided the Board with a report on seven appropriations requests, twelve projects for potential grant funding, nine state policy issues, and three federal policy issues proposed for the 2018 state and federal legislative sessions.

Appropriations Requests:

The appropriations requests approved by the Board were as follows:

Request:	Amount:	Project Phase:
Leon County-Tallahassee Critical Facilities Backup Generators	\$2 million	Capital/Fixed Assets
Crooked Road Property Acquisition	\$150,000	Property Acquisition
Leon Works Expo and Junior Apprenticeship	\$100,000	Program Funding
Orchard Pond Greenway Trail, Phase II	\$300,000	Design & Construction
Lake Henrietta Renovation	\$1.5 million	Design & Construction
Fords Arm/Lexington Tributary Restoration	\$4 million	Construction
Fred George Wetland Restoration	\$1 million	Construction

In addition, the Board approved staff's recommendation of support for one anticipated community partner request:

• Support the City of Tallahassee's funding request for the installation of underground electric utility infrastructure.

As indicated in the workshop item, the Florida Legislature and Congress are expected to devote considerable attention this year to hurricane readiness and disaster recovery issues in the wake of Hurricanes Hermine, Matthew, Harvey, Irma, and Maria. The Florida House of Representatives appointed a Select Committee on Hurricane Readiness and Recovery for the 2018 session to specifically address pressing issues related to this topic, and several committees of the Florida Senate have also begun to receive presentations and engage in discussions regarding these issues. The Florida Legislature has indicated a possibility of allocating funding for disaster preparedness and/or mitigation issues during the upcoming session; however, committee discussions on disaster preparedness are just beginning in advance of the 2018 session and it is not yet clear what funding opportunities may materialize during session. As described below, the Board also approved state and federal policy statements supporting enhanced funding to support local hazard mitigation and disaster preparedness initiatives. Should opportunities arise to secure legislative funding in support of local preparedness and/or mitigation initiatives beyond those

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discussed in the workshop (such as debris removal equipment), staff will pursue those opportunities reflective of the Board's general support in this area.

The Florida Legislature has released the project request forms that will be utilized for submitting appropriations requests for the 2018 legislative session. Staff is preparing these forms for submittal to the Legislature through our delegation members' offices to support the County's appropriations requests and will begin advocating for state and federal funding through the appropriate channels upon the Board's approval.

Projects for Potential Grant Funding:

Leon County has been successful in recent years securing over \$100 million in upcoming funding through the Florida Department of Transportation (FDOT) Five-Year Work Program, the Springs Restoration Matching Grant Program administered by the Northwest Florida Water Management District (NWFWMD) for septic-to-sewer conversion projects, and others. The workshop recommended continuing the County's successful strategy of pursuing grant funding where appropriate, which best aligns major County projects with the most likely sources of state funding. The grant projects approved by the Board were as follows:

Request:	Amount:	Project Phase:
Centerville Trace Septic-to-Sewer Project	\$1 million	Design
Harbinwood Estates Septic-to-Sewer Project	\$2.5 million	Design & Land Acquisition
Woodville Sewer Project	\$25 million	Construction
Leon South Regional Water System	\$750,000	Design & Construction
Capital Circle Southwest	\$10 million	Construction
Woodville Highway (Capital Circle to Paul Russell Road)	\$29.7 million	Construction
Veterans Memorial Drive (CR 59) Bridge Replacement	\$530,000	Design & Construction
Apalachee Regional Park Master Plan	\$500,000	Design
St. Marks Headwaters Greenway Trails	\$800,000	Construction
J.R. Alford Greenway Trails	\$400,000	Construction
Williams Landing Improvements	\$450,000	Design & Construction
Waterfront Drive Structure Elevation	\$100,000	Flood Mitigation

Policy Requests:

The Board discussed state and federal policy issues that are expected to be considered during the 2018 legislative session. Staff presented nine state policy issues and three federal policy issues specific to Leon County. The issues presented by staff to the Board for the County's legislative priorities are as follows:

State Policy Issues:

- 1. Support the protection of the state workforce and oppose any reductions to state employee benefits.
- 2. Oppose statutory changes to Section 790.06, F.S. that would allow the concealed carrying of weapons into college or university facilities.

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- 3. Support enhanced state funding to support local hazard mitigation and disaster preparedness initiatives.
- 4. Support legislation that protects and enhances funding for future development of the SunTrail Network including the Nature Coast Regional Connector.
- 5. Support the adoption of a Legislative Resolution on behalf of the State of Florida which supports the Gulf Coast Working Group's final report and its recommendations for the restoration of rail service in the Gulf Coast region.
- 6. Support legislation to create a statewide Animal Abuser Registry.
- 7. Support legislation that would change texting while driving to a primary offense.
- 8. Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities.
- 9. Support the Florida Association of Counties 2017-2018 legislative efforts unless specific issues conflict with Leon County's interests.

Federal Policy Issues:

- 1. Support the Gulf Coast Rail Service Working Group's Final Report as well as federal funding through programs such as CRISI and REG to restore passenger rail service in the Gulf Coast region.
- 2. Support increased federal assistance for state and local disaster recovery and mitigation efforts.
- 3. Support the National Association of Counties 2017-2018 legislative efforts unless specific issues conflict with Leon County's interests.

Representatives from both Capital Alliance Group and Squire Patton Boggs gave remarks regarding the upcoming state legislative session and the 115th Congress (2nd Session), respectively. Staff will prepare the Board's legislative priorities in a Quick Reference Guide to assist Commissioners and the lobbying team in advocating for the Board's priorities.

In addition to the appropriations and policy issues listed above, the Board directed staff to include the following items in Leon County's 2018 State and Federal Legislative Priorities:

• Lake Jackson Aquatic Preserve Management Plan

<u>Issue:</u> Lake Jackson was designated an aquatic preserve by the Legislature in 1973 for the purpose of maintaining the lake "essentially in its natural or existing condition." The Florida Department of Environmental Protection (FDEP) first adopted the Lake Jackson Aquatic Preserve Management Plan in on July 23, 1991. The Management Plan provides direction on the protection of existing or essentially natural conditions in the lake and the restoration of degraded areas. Major recommendations provided in the plan include reducing the impacts of human activities and establishing a management program with other agencies on restoration projects that will improve water quality. Limited staffing

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and funding are available for update of the Plan and the implementation of its recommendations.

<u>County Position:</u> Support full funding and staffing of the Lake Jackson Aquatic Preserve Management Plan through FDEP. (Add new legislative priority statement in State Policy Issues)

• Foreign Trade Zone Application

Issue: In 1934, the United States created the Foreign Trade Zone (FTZ) Program to improve the competitiveness of U.S. companies versus foreign based companies. The FTZ is a designated area within a country where imported goods can be stored or processed without being subject to import duty, helps level the playing field, and improves U.S. competitiveness by reducing operation costs. An FTZ helps to encourage value-added activities at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise, as well as other savings. The advantages of having an FTZ can be the difference a company needs to have access to global markets and keep or locate manufacturing or distribution operations in the region. The benefits associated with businesses in the FTZs will vary depending upon the type of operation involved and authority granted by the Foreign-Trade Zones Board and Customs, but generally may include duty exemptions/deferrals, reduction or inverted tariffs, merchandise processing fee reductions, and others. Tallahassee City Commission authorized staff to pursue the creation of a FTZ at the Tallahassee International Airport. The City is currently working to complete prerequisite steps before finalizing its formal application to establish a Foreign Trade Zone.

<u>County Position:</u> Support the City of Tallahassee's application for a Foreign Trade Zone at the Tallahassee International Airport. (Add new legislative priority statement in Federal Policy Issues)

Options:

- 1. Ratify the actions taken by the Board at the October 24, 2017 Workshop on the 2018 State and Federal Legislative Priorities.
- 2. Adopt the Resolution supporting legislation that would make texting while driving a primary offense (Attachment #1).
- 3. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

- 1. Resolution of Support for legislation that would make texting while driving a primary offense
- 2. October 24, 2017 Workshop on the 2018 State and Federal Legislative Priorities

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING THE URGING OF THE FLORIDA LEGISLATURE TO ENACT LEGISLATION THAT WOULD MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE

WHEREAS, texting while driving makes the likelihood of a crash 23 times greater than driving while not distracted, according to the Virginia Tech Transportation Institute; and

WHEREAS, distracted driving is driving while performing another activity that shifts the driver's attention away from driving; and

WHEREAS, texting while driving is a form of distracted driving; and

WHEREAS, the National Highway Traffic safety Administration (NHTSA) reported an estimated total of 967,000 crashes in the United States involving distracted drivers in 2014; and

WHEREAS, in 2014, approximately 431,000 people were injured in crashes in the United States involving distracted drivers, according to the NHTSA; and

WHEREAS, in 2014, 3,179 people were killed in crashes in the United States involving distracted drivers, according to the NHTSA; and

WHEREAS, the concern of the American public over distracted driving has grown exponentially, resulting in the first-ever national distracted driving enforcement and advertising campaign in April 2014 by the United States Department of Transportation; and

WHEREAS, in April 2015, the United States Transportation Secretary continued the national campaign by announcing the "U Drive. U Text. U Pay." Campaign for Distracted Driving Awareness month; and

WHEREAS, the degree of cognitive distraction associated with mobile phone use is so high that drivers using mobile phones exhibit greater impairment than legally intoxicated drivers, according to a University of Utah study; and

WHEREAS, a number of local jurisdictions have made it illegal to use hand-held cellular devices while driving; and

WHEREAS, during the 2002 regular session, the Florida Legislature enacted Chapter 2002-179, Laws of Florida (Senate Bill 358), which preempted local governments from regulating the use of electronic communications devices in motor vehicles.

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners, that Leon County:

- 1. Urges the Florida Legislature to enact legislation that would make texting while driving a primary offense.
- 2. Directs the Clerk of the Board to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker and the Chair and Members of the Leon County State Legislative Delegation.
- 3. Advocates for the passage of the legislation set forth in #1 above.

PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 24th day of October, 2017.

LEON COUNTY, FLORIDA

	BY:
ATTEST: Gwendolyn Marshall, Clerk Of Court LEON COUNTY, FLORIDA	
BY:	
APPROVED AS TO FORM:	
OFFICE OF THE COUNTY ATTORNEY LEON COUNTY, FLORIDA	
BY:	
Herbert W. A. Thiele County Attorney	

Board of County Commissioners Leon County, Florida

Workshop on the 2018 State & Federal Legislative Priorities

Tuesday October 24, 2017 1:30 p.m. – 3:00 p.m.

Leon County Board of County Commissioners Leon County Courthouse, 5th Floor

Leon County Board of County Commissioners

Notes for Workshop

Leon County Board of County Commissioners

Workshop

October 24, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop on the 2018 State and Federal Legislative Priorities

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Nicki Paden, Management Analyst

Statement of Issue:

This workshop item seeks the Board's approval of recommended state and federal legislative priorities for the 2018 Florida Legislative Session and the second session of the 115th Congress.

Fiscal Impact:

This item does not have a fiscal impact. However, it recommends requests for state and federal appropriations as well as substantive policy positions that seek to avoid unfunded mandates and cost shifts to the County.

Staff Recommendations:

Option #1: Approve the 2018 State and Federal Legislative Priorities, as amended by the

Board.

Option #2: Adopt the Resolution supporting legislation that would make texting while

driving a primary offense (Attachment #3) and direct staff to invite Representative Emily Slosberg to the November 14 Board meeting for

presentation of the Resolution.

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Report and Discussion

Background:

Each year, the Board conducts a workshop with the County's legislative staff and contract lobbyists to develop priorities for the upcoming state and federal legislative sessions. This workshop enables the County's legislative team to receive important guidance from the Board regarding priority legislative issues and directs the County's lobbying efforts for the upcoming year at both the state and federal level. In recent years, the Board has directed staff to refine the County's substantive policy priorities only to the most pressing issues and to support the Florida Association of Counties (FAC) and National Association of Counties (NACo) in achieving their respective legislative goals. Consistent with this direction, staff is seeking Board approval of the County's 2018 State and Federal Legislative Priorities, comprised of the state and federal policy and appropriations issues proposed herein.

Analysis:

The 2018 Florida Legislative Session will be held from January 9 through March 9, 2018, and the second session of the 115th U.S. Congress will convene on January 3, 2018. Staff recommends several policy and appropriations priorities for the 2018 state and federal legislative sessions, arranged as follows:

- Seven legislative appropriation requests;
- Twelve County projects for potential state and/or federal grant funding;
- Nine state-level legislative policy priorities, including support of the FAC 2018 Legislative Priorities, for the 2018 Florida Legislative Session; and
- Three federal legislative policy priorities, including support of the NACo 2018 Legislative Priorities, for the second session of the 115th United States Congress.

The Florida Legislature and Congress are expected to devote considerable attention this year to hurricane readiness and disaster recovery issues in the wake of Hurricanes Hermine, Matthew, Harvey, Irma, and Maria. The Florida House of Representatives appointed a Select Committee on Hurricane Readiness and Recovery for the 2018 session to specifically address pressing issues related to this topic, and several committees of the Florida Senate have also begun to receive presentations and engage in discussions regarding these issues. 2018 also marks the second and final year of the current leadership term in the Florida Legislature; accordingly, the Legislature is expected to once again seek to pre-empt local governments' home rule authority and restrict their ability to raise local revenue. These were significant issues during the 2017 session, which was the first year of the current leadership term. Additionally, the Legislature's Office of Economic and Demographic Research has projected a slim \$52 million surplus for the upcoming state fiscal year; however, that estimate was made prior to Hurricane Irma, and the state has spent over \$140 million to date on a variety of Irma-related recovery efforts. As a result, the Legislature is expected to face a budget deficit heading into the 2018 session, and may seek once again to shift costs to local governments in the form of unfunded mandates and/or further cut state spending to balance the state budget.

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In consideration of these factors, the policy and appropriations priorities recommended in this workshop item are organized in order to provide a more targeted approach in pursuing legislative interests during the upcoming state and federal legislative sessions. Given the trend of the Florida Legislature and Governor in recent years to fund relatively few local projects, citing the availability of existing grant programs through the executive branch, and given the state's fiscal situation and its interest in prioritizing hurricane readiness and disaster recovery issues this session, the Legislature is not expected to allocate a considerable amount funding for direct legislative appropriation in support of local projects. As a result, members of the County's legislative delegation have requested that the County present a concise list of local projects for which to seek legislative funding. Further, delegation members have requested that the County and City partner, to the extent possible, to submit joint funding requests. Accordingly, the list of projects that staff is recommending the County pursue for direct legislative funding reflect those that best align with the anticipated priorities of the Legislature during the 2018 session, as well as one specific joint County-City project, as described in the section below.

In addition to the list of projects for legislative funding, this workshop item also recommends Board direction to pursue grant funding for specific County projects that best align with existing executive branch grant programs. The County has been successful in recent years securing over \$100 million in funding over the next several years through several of these programs. Most notably, the Florida Department of Transportation 5-Year Work Program currently includes approximately \$89 million for right-of-way acquisition and construction of Capital Circle Southwest as well as \$10.6 million for right-of-way funding associated with widening Woodville Highway, as reflected in Attachment #1. Also, during the 2016 Legislative Session, the Legislature adopted a bill requiring \$50 million to be set aside annually for springs restoration projects, and the County has secured over \$9 million from this program to support septic-to-sewer conversion projects in Woodville, the Northeast Lake Munson area, Belair/Annawood, and Woodside Heights. To best align the County's top priority projects with their most likely sources of state and federal funding, this item recommends that the Board direct staff to continue the County's successful strategy of seeking grant funding for these projects through regional, state, or federal agency grant programs as applicable.

The Board may wish to add, remove, and/or amend legislative priorities as deemed appropriate for the County's 2018 State and Federal Legislative Priorities. Upon Board approval, staff and the County's contract lobbying teams will pursue all of the priority issues approved by the Board. Notwithstanding this, staff will assign priority to any issue that the Board designates to receive a special level of attention in the upcoming legislative cycle.

Importantly, in addition to the issues specific to Leon County identified herein by staff, much of the County's legislative advocacy each session is focused on issues of statewide importance in conjunction with FAC. FAC will finalize its 2018 legislative program during the 2017-18 Legislative Conference in Sarasota County, which will take place November 15 through November 17, 2017. The statewide issues identified by the FAC membership will assist staff in identifying the most critical issues facing counties during the state legislative session.

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It is important for the Board to be active participants in the legislative process by testifying on behalf of the County and by working with our local legislative delegation. As always, staff will keep the Board involved in legislative issues through agenda items, resolutions, memoranda, and weekly updates during the state legislative session.

PROPOSED APPROPRIATIONS REQUESTS 2018 STATE & FEDERAL LEGISLATIVE SESSION:

(Complete information on each request is included in Attachment #2)

Throughout the year, staff works to identify projects most suitable for state and federal appropriation requests to support important County projects. The Board's practice of retaining professional contract lobbying services at both the state and federal levels enhances the County's advocacy efforts for these requests. The County's contract lobbying firms provide a daily presence by advocating for the County's state and federal requests with the County's legislative delegations and other legislative leaders.

In past state legislative sessions, legislative committees have utilized specific forms to request funding for local projects. While it is not yet clear what processes will be in place for requesting funding for local projects during the 2018 state legislative session, staff has prepared the information that will likely be required to support the County's proposed appropriations requests.

The following list reflects a concise, targeted set of County projects that staff feels best align with the anticipated priorities of the Legislature during the 2018 session (for complete information on each, see Attachment #2):

Request:	Amount:	Project Phase:
Leon County-Tallahassee Critical Facilities Backup Generators	\$2 million	Capital/Fixed Assets
Crooked Road Property Acquisition	\$150,000	Property Acquisition
Leon Works Expo and Junior Apprenticeship	\$100,000	Program Funding
Orchard Pond Greenway Trail, Phase II	\$300,000	Design & Construction
Lake Henrietta Renovation	\$1.5 million	Design & Construction
Fords Arm/Lexington Tributary Restoration	\$4 million	Construction
Fred George Wetland Restoration	\$1 million	Construction

As indicated earlier in this item, members of the County's state legislative delegation have requested that the County partner with the City of Tallahassee to the extent possible to submit joint funding requests for legislative funding. Accordingly, the project listed in the table above titled "Leon County-Tallahassee Critical Facilities Backup Generators" reflects a proposed joint County/City request to install backup generators at County libraries and community centers as well as utility infrastructure owned by the City including wastewater lift stations. A similar project was included in the Legislature's final adopted budget last session, but the project was ultimately vetoed by the Governor.

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In recent years, the Board has also supported legislative requests from community partner agencies that inure to the benefit of Leon County as a whole. In addition to the proposed Leon County appropriations requests listed above, following is one other anticipated community partner request for which staff recommends County support:

Support the City of Tallahassee's Funding Request for Undergrounding Electric Utility Infrastructure

Issue:

The Tallahassee City Commission will be considering its legislative priorities on October 25. The City is expected to pursue legislative funding to install underground electric utility infrastructure along critical circuits, including areas where critical health care facilities are located. If successful, this would enhance the resiliency of the City's power grid and improve the County's overall emergency management and disaster response capabilities during future severe weather events.

Action:

Support the City of Tallahassee's funding request for the installation of underground electric utility infrastructure.

ADDITIONAL HIGH-PRIORITY COUNTY PROJECTS RECOMMENDED FOR POTENTIAL GRANT FUNDING:

In recent years, the Florida Legislature and Governor Rick Scott have placed a greater emphasis on grant programs through the executive branch and coordination with state agencies to help fund infrastructure projects. Governor Scott's line-item vetoes have totaled over \$1.1 billion in the past three fiscal years, specifically striking projects that bypassed state agency review or that would not benefit the state as a whole. This year, staff anticipates the Legislature and Governor to maintain this emphasis on funding through grant programs and state agencies. Accordingly, staff is seeking Board direction to continue pursuing grant funding for the County projects listed below. As indicated earlier in this item, Leon County has been successful in recent years securing over \$100 million in upcoming funding through the Florida Department of Transportation (FDOT) Five-Year Work Program, the Springs Restoration Matching Grant Program administered by the Northwest Florida Water Management District (NWFWMD) for septic-to-sewer conversion projects, and others. This targeted approach best aligns major County projects with the most likely sources of state funding while allowing for a greater focusing of the County's legislative appropriation requests.

Following is a list of proposed projects recommended for potential grant funding. Each listed project is consistent with the County's FY 2017-2021 Strategic Plan, FY 2018 Budget, Capital Improvement Program, and/or other plans or policy documents, as applicable:

Title: Workshop on the 2018 State and Federal Legislative Priorities

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Request:	Amount:	Project Phase:
Centerville Trace Septic-to-Sewer Project	\$1 million	Design
Harbinwood Estates Septic-to-Sewer Project	\$2.5 million	Design & Land Acquisition
Woodville Sewer Project	\$25 million	Construction
Leon South Regional Water System	\$750,000	Design & Construction
Capital Circle Southwest	\$10 million	Construction
Woodville Highway (Capital Circle to Paul Russell Road)	\$29.7 million	Construction
Veterans Memorial Drive (CR 59) Bridge Replacement	\$530,000	Design & Construction
Apalachee Regional Park Master Plan	\$500,000	Design
St. Marks Headwaters Greenway Trails	\$800,000	Construction
J.R. Alford Greenway Trails	\$400,000	Construction
Williams Landing Improvements	\$450,000	Design & Construction
Waterfront Drive Structure Elevation	\$100,000	Flood Mitigation

^{*}Construction costs for the Woodville Sewer project will be finalized based on final design plans, which are currently in progress.

PROPOSED POLICY REQUESTS 2018 STATE LEGISLATIVE SESSION:

Like most legislation, Leon County's policy requests are generally incremental in nature, focusing on issues specific to Leon County that are built upon over the course of several legislative sessions. Additionally, staff annually evaluates the trends and issues affecting all County programs and services to identify potential legislative policy issues. Statewide significant substantive issues range from maintaining the County's home rule authority to the state's current fiscal challenges and efforts to further reduce the size and scope of state government. Once again, the state's current fiscal challenges and efforts to further reduce the size and scope of state government are likely to dominate the Legislature's time this year. Additionally, as indicated earlier in this item, the Legislature is also expected to devote considerable attention to hurricane readiness and disaster recovery issues.

It will be important for the County's lobbying team to monitor the budgetary and programmatic decisions made by the Legislature to determine their impact, if any, on local governments in the form of cost shifts or unfunded mandates. In addition to the substantive issues identified by the County, staff works closely with FAC to identify developing issues that affect counties during the legislative session. In many cases, the County joins FAC to advocate for or against initiatives that would substantially impact counties.

Following is a refined listing of the proposed Leon County 2018 state legislative policy requests. Each request provides a brief overview of the issue and indicates the specific recommended legislative action.

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Protection of the State Workforce

Issue:

State workers comprise a substantial percentage of Leon County's population contributing to our community, economy, and diversity. Protecting the jobs of these workers from privatization and advocating for fair wages has always been a top priority of the Board during the legislative cycle.

For the first time in eight years, funding for an across the board pay raise for over 97,000 state employees was included in the FY 2017-18 state budget. Effective October 1, 2017, most state employees earning less than \$40,000 received a \$1,400 increase and those earning over \$40,000 received a \$1,000 increase. However, state employee pay raises were linked to reforms to the state's health insurance and the Florida Retirement System (FRS). While the FY 2017-18 budget did not increase state employee health insurance premiums, which remain at \$50 per month for individual coverage and \$180 per month for family coverage for most employees, the Legislature revised the state employee health insurance plan to require the Department of Management Services (DMS) to provide four different levels of health-insurance benefits to state employees beginning in 2020. The change provides an incentive for employees to choose coverage that would cost less than the amount of money the state contributes for premiums. The state is currently in the process of developing these future plan options, which could have the effect of shifting some state employees into plans with higher deductibles and/or less coverage. Additionally, the Legislature approved reforms to FRS including a provision requiring that newly hired employees covered by FRS who do not actively choose a retirement plan will be defaulted into the FRS investment plan rather than the pension plan. During the 2018 session, staff will continue to monitor for any similar legislation affecting state employee pay and benefits, and will advocate on behalf of policies that benefit state employees.

Action:

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

Public Safety on College and University Campuses

Issue:

Under current law, it is illegal for a person to carry a weapon onto a college or university campus, regardless of whether that person holds a concealed carry permit. In 2015, the Board unanimously approved a resolution supporting President Thrasher, former President Mangum, and President Murdaugh in their unified opposition to allowing concealed weapons on university and college campuses. Subsequently, the Board has also adopted this issue as one of its top legislative priorities for the past three sessions. Last year, several bills were filed that would ease restrictions on carrying firearms, including bills that would allow concealed carrying on college and university campuses. However, for the third consecutive year, the legislation died in the Senate Judiciary Committee.

Action:

Oppose statutory changes to Section 790.06, F.S. that would allow the concealed carrying of weapons into college or university facilities.

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Support State Funding for Hazard Mitigation Initiatives

Issue:

Following the devastating impacts of Hurricane Irma, House Speaker Richard Corcoran indicated interest in prioritizing local hurricane response and mitigation efforts during the 2018 Legislative Session. The Speaker appointed a select committee to review the state's recent hurricane efforts to identify immediate steps as well as five to ten year plans to improve Florida's resiliency for future storms. Several developing topics are on the Committee's agenda including undergrounding utilities, review of Florida's building code, and emergency shelters. The Speaker has indicated an interest to shift funding from local general purpose projects to provide additional funding for local hurricane recovery and mitigation projects. Staff will closely monitor and identify opportunities to secure funding for hazard mitigation projects in Leon County.

Action:

Support enhanced state funding to support local hazard mitigation and disaster preparedness initiatives.

Support State Funding for Trail Development

Issue:

In February 2017, staff met with representatives from the Florida Greenways and Trails Foundation (FGTF) to discuss the Shared-Use Nonmotorized Trail (SunTrail) Network and future opportunities to connect Leon County to the statewide trail network. The SunTrail Network will consist of multiple trails or shared use-paths separated from motor vehicle traffic to provide nonmotorized transportation opportunities for bicyclists and pedestrians statewide. In addition to providing citizens and visitors a scenic and safe alternative to highway transportation, trail networks have generated substantial tourism and economic activity for local communities across the nation. FGTF has reported an average 3-1 return on investment in local communities that host trails, especially in communities that have trails that intersect through downtown.

The Nature Coast Regional Connector Trail is FGTF's top priority trial connection for the Big Bend Region. Once developed, the trail will create a 168-mile multi-use corridor connecting downtown Tallahassee to Dunnellon, Florida utilizing existing local improvements including Cascades Park and the St. Marks Trail. Upon completion of the SunTrail Network, Leon County would become a trail "hub" community, connecting to other trails within the network including the Capital City to the Sea Trail and the Great Northwest Coast Regional Connector.

During the 2015 Session, the Legislature allocated \$25 million to the Florida Department of Transportation (FDOT) to fund the SunTrail Program. The FDOT five-year work program includes feasibility studies, project development, preliminary engineering, right-of-way acquisition, and construction of paved, non-motorized trails located within the SunTrail region. For the 2018 Florida Legislative Session, FGTF is requesting counties and other partners to support the allocation of an additional \$25 million from the Land Acquisition Trust Fund for pre-construction activities (such as feasibility studies, design, and engineering) and trail system marketing initiatives.

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In 2017, eight counties located along the Nature Coast Regional Connector, including Leon County, pledged to support existing and additional funding of the SunTrail Network and prioritize the implementation of the Nature Coast Regional Connector. The Board adopted a resolution of support for these initiatives at the July 11, 2017 meeting. Leon County and FGTF will continue to encourage each county to include their respective trail segments onto their Metropolitan Planning Organization's or planning entity's project priority list. During the 2018 session, Leon County staff will work with FGTF and fellow counties to engage state legislators and support legislation that protects and enhances funding for the development of the SunTrail Network.

Action:

Support legislation that protects and enhances funding for future development of the SunTrail Network including the Nature Coast Regional Connector.

Support for Restoration of Gulf Coast Passenger Rail Service

Issue:

In 1993, Amtrak's Sunset Limited, which operated between Los Angeles, California and New Orleans, Louisiana, was extended east from New Orleans to Jacksonville, Orlando, and initially to Miami, Florida. This created a new transcontinental Amtrak route and brought passenger rail service to the Gulf Coast Region between New Orleans and Jacksonville, through Leon County. In August 2005, Sunset Limited service east of New Orleans was suspended due to Hurricane Katrina, which caused massive damage to rail infrastructure on the portion of the train's route between New Orleans, Louisiana and Mobile, Alabama. The service remains suspended today because of the cost and challenges associated with restoring service to this route. Shortly after service was suspended, Leon County began to engage our local legislative delegation, CSX, FDOT, and others to advocate for the restoration of passenger rail service. Since 2008, several efforts have been made by Congress to restore rail service between New Orleans, Louisiana and Sanford, Florida (more detail provided in Amtrak federal policy priority). The Passenger Rail Reform and Investment Act of 2015 established a Gulf Coast Working Group to evaluate the restoration of intercity passenger rail service in the Gulf Coast region to provide opportunities to expand local tourism and business markets and access to healthcare and educational opportunities.

In July 2017, the working group provided its final report to Congress which included recommendations on possible track improvements, capacity cost assessment, and operational readiness. The report identified securing the necessary funds for both capital improvements and sustained financial support to cover projected operating losses as a key challenge to implementing the restored passenger rail service and provided several federal and state grant funding sources available projects. Staff has discussed this issue at length with representatives from the Gulf Coast Working Group and other stakeholders, who advise that support from the Florida Legislature through a Legislative Resolution would be an important step toward the restoration of passenger rail service.

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Action:

Support the adoption of a Legislative Resolution on behalf of the State of Florida which supports the Gulf Coast Working Group's final report and its recommendations for the restoration of rail service in the Gulf Coast region.

Creation of a Statewide Animal Abuser Registry

Issue:

During the July 11, 2017 meeting, the Board voted to draft an ordinance for the creation and use of a County-wide Animal Abuser Registry with the City of Tallahassee. The registry is a resource to law enforcement and animal control officers in tracking offenders, providing notification to the public and community of the presence of these offenders, and facilitating the identification of offenders by entities and individuals offering animals for adoption or purchase. The registry, maintained by the City, is available on the City's website. The registry contains information about each abuser for a period of five years following his or her release from incarceration or, if not incarcerated, from the date of the judgment of conviction.

Staff reviewed animal abuser registries in other states, counties and cities and found that the most widespread reason for animal abuser registries is the correlation between the commission of animal abuse and future violence against persons. Studies have shown that abusive behavior towards animals often extends to humans in the form of domestic violence, child abuse and in some cases, murder. However, staff found that although several states recently introduced legislation to create animal abuser registries, Tennessee is the only state with an active animal abuser registry. During the 2017 session, the Florida Legislature considered legislation to create a statewide animal abuser registry through the Florida Department of Law Enforcement which ultimately failed in the Justice Appropriations Subcommittee due to cost concerns. At the July 11, 2017 meeting, the Board also directed staff to include for consideration as part of this workshop the County's support for the creation of a statewide Animal Abuser Registry.

A statewide registry offers several advantages related to the codification of a registry in statute. The State has the authority to ensure judicial oversight of the processes by enforcing the registration of offenders as a part of the sentencing process of criminal convictions and/or imposing additional penalties for failure to comply with registration requirements. The County's jurisdiction and enforcement authority are limited to the issuance of civil citations and other civil remedies; whereas the state has jurisdiction over the criminal offenses that would be included in an abuser registry. In addition, a statewide registry will prevent offenders that reside in a community with a registry from traveling to another community without a registry to obtain possession of a domestic animal.

Action:

Support legislation to create a statewide Animal Abuser Registry.

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Texting While Driving

Issue:

At the October 10, 2017 meeting, the Board received a presentation from State Representative Emily Slosberg on the dangers of texting while driving and legislative efforts to make texting while driving a primary offense. Over recent months, Representative Slosberg has reached out to county leaders in all of Florida's 67 counties in an effort to gain support for such legislation in the 2018 session. This change would grant law enforcement the authority to pull a driver over for texting while driving without any other traffic offense, such as speeding, to occur first.

Distracted driving has been an issue deliberated during FAC's Policy and Legislative Conferences in recent years. Representative Slosberg requested that Leon County adopt a resolution in support of legislation banning texting while driving. During the October 10 meeting, the Board directed staff to include this issue in the proposed 2018 legislative priorities for this workshop. A proposed Resolution is included as Attachment #3 to this workshop item, and the Board options staff's recommendation for its adoption.

Action: Support legislation that would change texting while driving to a primary offense.

Modification of the Eligibility for Levying the Local Option High Impact Tourist Development Tax to Include Counties that are Home to Preeminent State Research Universities as Designated by the Florida Legislature

Issue:

A top priority for the Board during the past two legislative sessions has been to seek the revision of Sec. 125.0104, F.S. to authorize counties that are home to the main campus of a Preeminent State Research University to levy the High Tourism Impact Tax in support of these universities in recognition of their economic benefit through tourism. Proceeds from a local option High Impact Tourist Development Tax could be used to support operating costs of a convention center contemplated as part of FSU's Arena District Master Plan to modernize its facilities and grow the campus footprint. The County and City Commissions have allocated up to \$20 million of local funds from a voter-approved sales tax referendum in support of the \$400 million project in effort to support the community's shared initiatives and long-term economic goals.

FSU is preparing a project update for presentation to the Blueprint Intergovernmental Agency Board at its December 2017 meeting.

Action:

Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities.

Florida Association of Counties (FAC) Issues

Issue:

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

cost shifts to counties, growth management, annexation, revenue-sharing, and water management issues.

Annually, FAC hosts the Policy Development Conference and Legislative Conference to develop and finalize FAC's legislative policies for the upcoming legislative session. The Policy Development Conference, which took place September 27 through September 28, 2017, highlighted several policy issues facing counties across the state which were debated and discussed to determine the most critical issues facing counties during the upcoming session. FAC's 2017-18 legislative program includes several policy issues important to Florida counties, including:

- Protection of counties' home rule authority, such as implementation of local business guidelines, regulation of vacation rentals, and selection and duties of county officers;
- Avoiding unfunded mandates such as the Advanced Wireless Infrastructure
 Act, reductions in County Health Department Trust Funds, and cost shifts of
 state Medicaid costs to counties;
- Support of state-local partnerships in community and economic development through state-local partnerships and incentive programs, workforce development programs, and the Florida Job Growth Grant Fund;
- Preserving and enhancing revenue flexibility such as local governments' millage authority and greater flexibility of allowable uses of local discretionary taxes such as Tourist Development Taxes;
- Maintaining growth management and environmental protection by preserving counties' authority to create local zoning regulations, establishing local authority to regulate medical cultivation and processing facilities, and protecting spring restoration funding;
- Opposing restrictions to finance and taxation authority of local governments such as the additional homestead exemption, restrictions on local-option taxes, and caps on millage rates based upon excess fund balances;
- Support funding for human services including housing programs for homeless and special needs individuals, expansion of adult civil citation programs, and funding for mental health and substance abuse services; and
- Support of public safety and security initiatives such as maintaining the current Certificates of Convenience and Necessity (COPCNs) requirement and preserving counties' ability to fully collect fees for EMS service.

FAC will finalize its 2018 federal and state legislative program during the 2017-18 Legislative Conference in Sarasota County, which will take place November 15 through November 17, 2017.

Update on the 2017-18 Florida Constitution Revision Commission

Once every twenty years, Article XI, Section 2 of the Florida Constitution provides for the creation of a 37-member Constitution Revision Commission (CRC) for the purpose of reviewing Florida's Constitution and proposing changes for voter consideration. Prior to the start of the

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2017 Legislative session, a 37-member commission was appointed to identify issues, perform research, and possibly recommend changes to the Constitution over the next year and a half. The Governor of Florida appointed 15 members, the House Speaker and Senate President each selected nine members, the Chief Justice of the Florida Supreme Court selected three members, and the Attorney General serves as an automatic member of the 2017-2018 CRC. The Commission's chairman, selected by the Governor, assigned members across 10 committees to consider proposals related to specific subject areas of the Constitution including education, local government, and elections. The CRC will finalize and file any proposed constitutional amendments by May 20, 2018. These amendments will appear on the November 2018 general election ballot and will require approval of 60% of voters for passage.

Throughout the year, the CRC has hosted several public hearings across the state to solicit public input regarding constitutional amendments that it may propose. The 10 subject-area committees will continue to meet for the remainder of the year to consider proposals submitted by commission members and the public. To date, the CRC has released 14 specific proposals that it will consider. At this time, only one of these proposals has significant substantive impact on counties; this proposal seeks to prevent charter counties from changing the nature of the offices of the five county constitutional officers. Variations of this concept have been considered in the Florida Legislature over the past few sessions, but the language in each draft has been slightly different. In general, the proposal provides that a county charter may not abolish any of the offices of the county officers, transfer the duties of those officers to another officer or office, establish the length of the term of office, or establish any manner of selection other than by election by the electors of the county. As always, staff will continue to keep the Board apprised of any future developments related to the CRC.

Also, the Florida Association of Counties (FAC) has established a CRC Steering Committee to research and draft CRC proposals and amendments and to actively engage with the CRC. The Steering Committee will recommend proposals to the CRC and will recommend FAC positions regarding other proposals before the CRC. Commissioner Desloge has been appointed to the CRC Steering Committee as a past president of FAC, and Commissioner Maddox is also a presidential appointee to the committee. The Steering Committee has adopted a work plan and conducted preliminary meetings in 2016. Now that the CRC has begun to release specific proposals for its consideration, FAC is planning to host another meeting of the Steering Committee at the FAC Legislative Conference in November 2017.

PROPOSED POLICY REQUESTS 115^{TH} UNITED STATES CONGRESS, SECOND SESSION:

Each year staff evaluates the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues at the federal level. Most substantive issues that the County has at the federal level are coordinated through the County's National Association of Counties (NACo) representation.

Squire Patton Boggs, the County's federal contract lobbying firm, has worked closely with staff on select federal policy issues and priorities that have been identified by the Board. Staff

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coordinates regularly with the County's federal lobbying team by phone and e-mail to strategize on key federal budget issues and to identify new federal grant opportunities that could potentially fund County project requests. In addition, the federal lobbying team assists staff in preparing monthly updates to the Board on federal legislative activities.

Following is a refined listing of the proposed Leon County 2018 federal legislative policy requests for the second session of the 115th Congress. Each request provides a brief overview of the issue and indicates the specific recommended legislative action.

Amtrak Passenger Rail Restoration

Issue:

As described in the previous section of this workshop item, Congress approved the Passenger Rail Reform and Investment Act of 2015, establishing the Gulf Coast Rail Service Working Group (GCRSWP) to evaluate the restoration of intercity passenger rail service in the Gulf Coast region between New Orleans and Orlando. In 2016, Amtrak and the Southern Rail Commission conducted a tour to examine new ideas for intercity passenger rail by operating an "inspection train" from New Orleans to Jacksonville. In addition, Amtrak has visited each of the suspended service station areas along the Gulf Coast route to examine the existing conditions of the station areas.

Following these tours, the GCRSWP worked to develop a report to determine possible track improvements, capacity cost assessments, and operational readiness. Amtrak provided cost estimate updates for suspended stations in the 2009 Gulf Service Restoration Plan Report which included opportunities to enhance/provide platform safety, clear accessible pathways, platform conditions, platform sheltering, and other "state of good repair" items. Additionally, CSX provided modeling impacts on the main line tracks along the suspended route as a part of a capacity assessment that must be done before passenger service of any kind may be engaged on their rail tracks.

In July 2017, the GCRSWP's final report was presented to Congress. The report identified securing the necessary funds for both capital improvements and sustained financial support to cover projected operating losses as a key challenge to implementing the restored passenger rail service. The final report identifies short-term and long-term phase projects and federal funding opportunities to support restoration efforts including the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program and the Restoration and Enhancement Grants (REG) Program. Staff will continue to work with the GCRSWP, Amtrak, and the SRC to support the final recommendations of the report and funding for restoration efforts.

Action:

Support the Gulf Coast Rail Service Working Group's Final Report as well as federal funding through programs such as CRISI and REG to restore passenger rail service in the Gulf Coast region.

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Disaster Recovery Funding

Issue:

Following the several natural disasters to recently strike across the nation, the federal government has rapidly increased emergency spending to fund disaster recovery efforts. Typically, disaster recovery is funded through the Federal Disaster Relief Fund; however, the increase of natural disasters and their degree of devastation has led the federal government to pursue supplemental funds. In September, Congress authorized \$7.9 billion in total funding to assist recovery effects in the aftermath of hurricanes Harvey and Irma. The President has indicated an interest to authorize an additional \$30 billion in additional funding which will include \$12.77 billion for disaster recovery funding. Following the impacts of Hurricane Hermine and Hurricane Irma, staff will closely monitor and identify opportunities to secure federal funding for recovery and mitigation projects in Leon County.

Action:

Support increased federal assistance for state and local disaster recovery and mitigation efforts.

National Association of Counties (NACo) Issues

Issue:

The National Association of Counties (NACo) advocates with a collective voice on behalf of America's 3,069 county governments. Its membership includes urban, suburban, and rural counties. NACo's advocacy efforts are guided by a policy platform and single-subject policy resolutions adopted at each annual conference by policy committees and the full membership. Each year, most of the County's substantive federal priorities align with NACo's policy platform. For the second session of the 115th Congress, Leon County has several substantive federal priorities which NACo will be advocating for or against on behalf of all counties across the nation including:

• Tax Reform and State and Local Tax (SALT) Deduction
In recent weeks, the Senate and House released budget resolutions which include major plans for tax reform for the upcoming session. Although each resolution supports comprehensive tax reform, the resolutions differ on how tax reform would be effectuated. Following the passage of both resolutions in their respective chambers, the House and Senate must negotiate and approve a joint resolution prior to consideration of tax reform legislation in Congress.

In early September, President Trump announced a proposed framework to guide tax reform legislation titled "Unified Framework for Fixing Our Broken Tax Code." The plan does not include maintaining the tax-exempt status of municipal bonds and targets key county priorities as "offsets" for lowering individual and corporate tax rates including the elimination of state and local tax (SALT) deduction, which allows taxpayers to deduct these taxes from their federal tax returns. State and local property, sales, and income taxes are mandatory payments for all taxpayers; therefore, eliminating the deduction for these taxes would result in double taxation, increase marginal tax rates for certain taxpayers, and lower disposable

income. In particular, the deduction of property taxes, along with deduction on mortgage interest, provides a strong incentive for homeownership. The sales tax deduction provides similar incentives for encouraging spending, which facilitates economic growth.

During the upcoming session, NACo will be leading advocacy efforts on behalf of counties nationwide in support of maintaining the tax-exempt status of municipal bonds and the deductibility of state and local taxes in any comprehensive tax reform legislation.

• Health Care Reform

Counties play an integral role in the nation's health care system by investing over \$80 billion annually in funding and providing health services. Historically, most states require counties to provide health care for lowincome, uninsured, or underinsured residents; however the care is often not In 1965, a federal-state-local partnership (Medicaid) was established to provide health insurance coverage to low-income children and their families, seniors and people with disabilities. Recently, The Affordable Care Act granted states the ability to expand Medicaid to also include low-income adults without children. As health care providers for low-income, uninsured, or underinsured residents, counties depend on Medicaid to reduce the amount of uncompensated care that must be provided by county health systems. Recently, there have been several attempts by the President and Congress to restructure the health care system to withdraw the states' option to expand Medicaid and reallocate funding into per-capita allotments or block grants; however, these efforts to date have been unsuccessful. Staff will continue to monitor legislative and budgetary developments related to health care and changes that may adversely impact counties. In addition, staff recommends the Board's support of NACo's efforts to work with the Trump Administration and Congress to ensure that any future changes to the nation's health care system do not simply shift federal and state costs to counties.

• FEMA Disaster Deductible Proposal

In 2016, FEMA released a proposal that would require states to satisfy an insurance-like deductible prior to receiving Public Assistance funding from the federal government to repair and rebuild damaged infrastructure after major disasters. The proposal follows 13 disasters that have occurred throughout the nation since 2000 that have cost FEMA more than \$500 million each. If implemented, state deductibles would range from a high of nearly \$53 million to a low \$1 million, with Florida's deductible in the midrange at \$27 million. FEMA's proposal includes opportunities for states to reduce their deductibles by adopting and enforcing activities that support readiness, preparedness, mitigation and resilience.

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In January 2017, FEMA released the second iteration of the proposal to solicit feedback. NACo and the U.S. Conference of Mayors issued a joint response opposing the proposal as it would potentially violate current federal law that requires the federal government to provide a minimum of a 75 percent contribution on all public assistance funding provided following a disaster. Additionally, the proposal presents serious concerns for local governments as it does not clarify whether States have the sole authority to determine which projects would receive funding when state deductibles have not been satisfied and does not account for investments made by local governments when offsetting deductibles for state mitigation activities. NACo opposes FEMA's disaster deductible proposal.

• Waters of the U.S.

For the past several years, the Board has prioritized a top federal legislative issue related to the United States Environmental Protection Agency's (EPA) and the United States Army Corps of Engineers' (Corps) joint administrative rule entitled, "Definition of Waters of the U.S. Under the Clean Water Act" (WOTUS). This rule amends the current definition to expand the range of waters (and their conveyances) that are subject to federal jurisdiction. The rule, which became final on August 28, 2015, eliminates the distinction between traditional navigable waters (such as lakes, rivers, and streams) and conveyances such as ditches and drains. The rule applies regardless of flow or hydrologic connections. While Congress has attempted to repeal or revise the rule, President Obama vetoed these efforts.

On February 28, President Trump released the executive order, "Restoring the Rule of Law, Federalism, and Economic Growth by Reviewing the "Waters of the U.S." Rule." Following the executive order, the EPA and Corps signed a notice initiating the first step of a two-step process to review and rewrite the rule. As step two of the process, the agencies plan to release a revised WOTUS proposed rule this fall. The revised definition is expected to be narrower in scope and limited to those waters that flow most of the year. Staff will continue to monitor the rule revision process and keep the Board apprised of future developments. In addition, staff recommends the Board's support of NACo's advocacy efforts during the WOTUS rulemaking efforts including clarification that excludes local streets, gutters, and other stormwater infrastructure from the definition of "Waters of the U.S." and requiring federal agencies to consult with state and local officials to identify which waters should be federally regulated and which should be left to the states.

• Full Funding of the Federal Payment in Lieu of Taxes (PILT) Program
Roughly 62% of counties in the United States have federal land within their
boundaries; however counties cannot collect property tax on federal land
although they are still required to provide essential services for that land.

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For the past 40 years, the PILT program has provided funding to counties and municipalities to offset lost tax revenue from federal land within their respective boundaries. Congress funded PILT at \$465 million for FY 2017, the largest amount ever allocated to the program. Leon County received approximately \$221,000 from the federal government in PILT funding due to the portion of Apalachicola National Forest in Leon County. NACo supports federal legislation that includes full mandatory funding for PILT in the FY 2018 appropriations package and supports a long-term strategy for a sustainable PILT program.

Collection of Sales Tax on Remote Transactions

Under current law, individuals who buy goods online are required to remit sales tax to the state individually; however, that provision is largely unheeded and not enforced. Purchases from these online stores are not subject to sales tax when they are not physically located in the state of Florida. An estimated \$400 million in potential revenue is lost each year the tax goes uncollected. Although the inability to collect an internet sales tax puts local businesses in Florida at a disadvantage to out-of-state online retailers, legislation to implement internet sales tax has been unsuccessful in the State Legislature.

In recent years, congressional legislation has been introduced (the Remote Transactions Parity Act in the House and the Marketplace Fairness Act in the Senate) that would allow states and localities to collect taxes on online sales but has not gained sufficient traction to pass both chambers. Importantly, this legislation would not create a new tax; it would simply allow states and local governments to enforce existing sales tax laws. NACo supports legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

• Tax-Exempt Status of Municipal Bonds

Tax-exempt municipal bonds have been a fundamental feature of the United States tax code since 1913. Municipal bonds remain the primary method used by states and local governments to finance public capital improvements and public infrastructure projects that are essential for creating jobs, sustaining economic growth, and improving the quality of life for Americans in every corner of the country. Funds generated from infrastructure bond financing help to build hospitals, water and sewer facilities, public utilities, roads, and mass transit. In the past decade, nearly \$288 billion of financing went to general acute-care hospitals; nearly \$258 billion to water and sewer facilities; nearly \$178 billion to roads, highways, and streets; nearly \$147 billion to public power projects; and \$105.6 billion to mass transit.

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However, counties continuously face the risk of losing the tax-exempt status of municipal bonds due to deficit reduction efforts over recent years. Although deficit reduction efforts resulted in cuts in aid to local governments from the states and reduced funding in federal programs that benefit counties, counties still face the risk of losing a low-cost, market-driven means of financing to support local needs due to corporate tax reform. NACo opposes legislation that would eliminate or limit the tax-exempt status of municipal bonds to achieve corporate tax reform objectives.

Community Legislative Dialogue Meetings:

For the past seven years, the County has hosted Community Legislative Dialogue (CLD) Meetings to engage and coordinate with community partners and local organizations in identifying shared interests to monitor throughout each legislative session. Meetings have historically been held prior to the start of the session, in the middle of the session, and immediately following the session. Representatives from several community organizations participate in these meetings, including representatives from the Leon County Legislative Delegation, higher education institutions, the Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce, the City of Tallahassee, Leon County School Board, Constitutional Officers, Tallahassee Memorial Hospital, and several others. During staff's presentation of the 2017 Florida Legislative Session Final Report at the June 20, 2017 meeting, the Board directed staff to schedule a single Community Legislative Dialogue Meeting for the 2018 Florida Legislative Session for February 9, 2018 at 9:00 a.m.

Options:

- 1. Approve the 2018 state and federal legislative priorities, as amended by the Board.
- 2. Adopt the Resolution supporting legislation that would make texting while driving a primary offense (Attachment #3) and direct staff to invite Representative Emily Slosberg to the November 14 Board meeting for presentation of the Resolution.
- 3. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

- 1. CRTPA Transportation Improvement Program FY 2017/18 2021/22 (excerpt)
- 2. 2018 State and Federal Legislative Appropriations Requests and Related Materials
- 3. Resolution of Support for legislation that would make texting while driving a primary offense

SR 263 (US 319) C.C. FROM SR 61 CRAWFORDVILLE TO CR 2203 SPRINGHILL RD



Project #: 2197492

Work Summary: PRELIM ENG FOR SIS?: No

FUTURE CAPACITY

Lead Agency: Managed by FDOT Length: 2.341

2040 RMP Capital Roadway CFP (5.5) County: Leon County LRTP #:

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
ROW	DDR	96,292	4,196,516	2,312,194	0	0	6,605,002
ROW	SA	322,157	0	0	0	0	322,157
ROW	SU	494,551	353,484	685,006	0	0	1,533,041
ROW	DS	7,423,400	0	0	0	0	7,423,400
ROW	DIH	100,000	100,000	15,000	0	0	215,000
CST	DIH	0	0	0	0	235,840	235,840
CST	DDR	0	0	0	0	24,778,129	24,778,129
CST	SU	0	0	0	0	3,784,754	3,784,754
Total	_	8,436,400	4,650,000	3,012,200	0	28,798,723	44,897,323

2,822,446 **Prior Cost < 2017/18:**

Future Cost > 2021/22: 0

Total Project Cost: 47,719,769

Project Description: Provides right-of-way and construction funding for Capital Circle from Crawfordville Road to Springhill Road.

SR 263 CAPITAL CIR FROM CR 2203 SPRINGHILL RD TO SR 371 ORANGE AVENUE



Project #: 4157829

Work Summary: RIGHT OF WAY -SIS?: Yes

FUTURE CAPACITY

Lead Agency: Managed by FDOT Length: 4.126

2040 RMP Roadways CFP (Chapter 5) County: Leon County LRTP #:

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
CST	ACNP	0	0	0	44,106,820	0	44,106,820
Total		0	0	0	44,106,820	0	44,106,820

3,643,624 **Prior Cost < 2017/18:**

Future Cost > 2021/22: 0

Total Project Cost: 47,750,444

Project Description: Provides construction funding for Capital Circle, SW.

SR 363 WOODVILLE HWY FROM SR 263 (US 319) C.C. TO GAILE AVENUE



Project #: 4240094

Work Summary: RIGHT OF WAY -SIS?: No

FUTURE CAPACITY

Lead Agency: Managed by FDOT 1.499 Length:

2040 RMP Roadways CFP (Chapter 5) County: Leon County LRTP #:

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
ROW	SU	555,901	0	0	0	0	555,901
ROW	DDR	3,042,799	739,909	0	0	0	3,782,708
ROW	SA	200,000	0	0	0	0	200,000
ROW	DIH	0	100,000	0	0	0	100,000
Total	-	3,798,700	839,909	0	0	0	4,638,609

2,587,507 **Prior Cost < 2017/18:**

Future Cost > 2021/22: 0

Total Project Cost: 7,226,116

Project Description: Provides right-of-way funding associated with widening Woodville Highway (Capital Circle to Gaile Avenue).

SR 363 WOODVILLE HWY FROM GAILE AVENUE TO SR 363/PAUL RUSSELL RD



Project #: 4240095

Work Summary: PRELIM ENG FOR SIS?: No

FUTURE CAPACITY

Lead Agency: Managed by FDOT .618 Length:

2040 RMP Roadays CFP (Chapter 5) County: Leon County LRTP #:

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
ROW	SU	0	1,779,561	152,214	0	0	1,931,775
ROW	DIH	0	75,000	30,000	0	0	105,000
ROW	DDR	0	3,028,839	0	0	0	3,028,839
ROW	CM	0	0	407,345	0	0	407,345
ROW	SA	0	0	499,741	0	0	499,741
Total	-	0	4,883,400	1,089,300	0	0	5,972,700

1,510,918 **Prior Cost < 2017/18:**

Future Cost > 2021/22: 0

Total Project Cost: 7,483,618

Project Description: Provides right-of-way funding to Woodville Highway (Gaile Avenue to Paul Russell Road).



Leon County Board of County Commissioner Sage 26 of 41 2018 Legislative Priorities Information Form

	CONTACT INF	ORMATION	
Department:	County Administration	Division:	Strategic Initiatives
Contact Person:	Andy Johnson	Title:	Assistant to the County Administrator
Email:	JohnsonAn@LeonCountyFL.gov	Phone:	850-606-5383

Appropriation Request			
Project Title:	Leon County-Tallahassee Critical Facilities F	Backup Generators	
	Criminal & Civil Justice	Health & Human Services	
D C	☐ Education	Transportation	
Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development	
	☐ General Government/Operations	Other:	
Strategic Plan Alignment:	(Q3) - Provide essential public safety infrastr (G2) - Sustain a culture of performance, and exceed expectations and demonstrate value. (G5) - Exercise responsible stewardship of C management, and ensure that the provision of done in a fair and equitable manner.	deliver effective, efficient services that ounty resources, sound financial	
Project Description:			
This joint Leon County/Tallahassee project requests funding support to install backup generators at critical facilities throughout the community to ensure that they are can be utilized following a disaster. The Tallahassee-Leon County Local Mitigation Strategy identifies a variety of critical facilities throughout the community; this project seeks funding for generators at 12 Leon County and City of Tallahassee branch libraries and community centers.			
Purpose of the Project and Services/Benefits Provided:			
This project seeks to ensure that these facilities are operable and/or can be utilized in the event of severe winds, flooding, and/or loss of main electrical power. This project will ensure that these facilities, which are located all areas of the community including urbanized areas as well as outlying rural areas, can be used as comfort stations or for other uses as described in the County's Comprehensive Emergency Management Plan.			
Population Served:			
This project will benefit all residents of Leon County, as well as potential evacuees to Leon County from other areas affected by a disaster.			
Project Dates for Construc	tion/Operation:		
If awarded funding, construc	tion and/or installation of improvements would	l occur in FY2018 and FY 2019.	

Leon County Board of County Commissioners 2017 Legislative Proposal

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Attachment #2 Page 27 of 41

Funding Requests		
Funding Requested:	\$2 million	

	Present or Pending Funding Sources (including county)				
Source:	Amount:				
Source:	Amount:				
Source:	Amount:				



Leon County Board of County Commissioner Sage 28 of 41 2018 Legislative Priorities Information Form

CONTACT INFORMATION			
Department:	Development Support & Environmental Management	Environmental Management	
Contact Person: Anna Padilla		Title:	Sr. Environmental Engineer
Email:	PadillaA@LeonCountyFL.gov	Phone:	850-606-1300

Project Title: Crooked Road Property Acquisition	APPROPRIATION REQUEST			
Program Category: Education	Project Title:	Crooked Road Property Acquisition		
Program Category: ☐ Agriculture & Natural Resources ☐ Tourism & Economic Development ☐ General Government/Operations ☐ Other: Hazard Mitigation (Q3) - Provide essential public safety infrastructure and services. (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are		Criminal & Civil Justice	Health & Human Services	
Agriculture & Natural Resources	Duagnam Catagony	☐ Education	☐ Transportation	
(Q3) - Provide essential public safety infrastructure and services. (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are	Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development	
Strategic Plan Alignment: (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are		☐ General Government/Operations	Other: <u>Hazard Mitigation</u>	
Strategic Plan Alignment: exceed expectations and demonstrate value. (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are		(Q3) - Provide essential public safety infrastructure and services.		
(G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are	Strategic Plan Alignment:			
1		· · · · · · · · · · · · · · · · · · ·		

Project Description:

This project requests funding support to mitigate future flood damages and potential health and safety concerns. This project proposes to purchase an owner-occupied property located at 4908 Crooked Road, Tallahassee Florida. The parcel currently contains a single-family residential structure (approximately 1,296 square feet), served by an on-site septic system and well, and a detached garage (approximately 492 square feet). Once the property is obtained, the structures will be demolished, the septic system will be property abandoned, and the property will remain in open space in perpetuity.

Purpose of the Project and Services/Benefits Provided:

Frequent flooding is experienced when additional discharges are released out of the nearby upstream dam. During these events the property is inundated with water, usually for periods of three to five days. With the frequent flooding on the property, the residential structure is at risk of flood damages, both inside the structure and to the duct work underneath the structure. In addition, the septic tank is completely submerged and the property is inaccessible due to water over Crooked Road. Through this project, the risk of future flood damage to the structures on the property will be removed and the potential water quality contamination and health risks will be removed through removal of the on-site septic system. This project is a benefit to human health and safety, and the environment.

Attachment #2 Page 4 of 14

Leon County Board of County Commissioners

2017 Legislative Proposal *Page 2*

Attachment #2 Page 29 of 41

Population Served:

The Ochlockonee River has been designated an Outstanding Florida Water by the Florida Department of Environmental Protection, identified as an Integrated Wildlife Habitat (formerly known as a Strategic Habitat Conservation Area) by the Florida Fish and Wildlife Conservation Commission, and parts of the Ochlockonee River have been designated critical habitat for mussels by the U. S. Fish and Wildlife Service. This project will benefit property owners in the immediate area and will be of general environmental benefit to the Lower Ochlockonee River habitat.

Project Dates for Construction/Operation:

If funded, property acquisition, structure demolition, and septic system abandonment would occur in FY2019 and FY2020.

Funding Requests		
Funding Requested:	\$150,000	

Present or Pending Funding Sources (including county)			
Source:		Amount:	
Source:		Amount:	
Source:		Amount:	



Leon County Board of County Commissioner Sage 30 of 41 2018 Legislative Priorities Information Form

CONTACT INFORMATION				
Department: County Administration Division: Strategic Initatives				
Contact Person:	Heather Peeples	Title:	Special Projects Coordinator	
Email:	PeeplesH@LeonCountyFL.gov	Phone:	850-606-5317	

APPROPRIATION REQUEST			
Project Title:	Leon Works Expo and Junior Apprenticeship		
	Criminal & Civil Justice	Health & Human Services	
D C 4	Education	Transportation	
Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development	
	General Government/Operations	Other:	
	(EC2) - Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.		
Strategic Plan Alignment:	(2016-4A) Based upon the projected unmet local market for middle skill jobs, continue to host Leon Works Exposition in collaboration with community and regional partners and launch Leon County's Junior Apprenticeship Program.		

Project Description:

Working closely with the Florida Department of Economic Opportunity (DEO), Leon County identified that the Leon-Gadsden-Wakulla County area will have over 27,000 skilled job openings in a variety of industries in the next six years. Many of these positions will go unfilled simply because the region lacks workers with the needed skills and qualifications. The Leon Works Expo and Junior Apprenticeship Program are designed to both raise awareness about careers in the skilled workforce and to provide emerging students with entry-level skills training and work experience prior to entering the private workforce. Through this program, Leon County seeks to raise awareness about skilled careers and provides internship opportunities matching many of the academic programs currently offered by local colleges, which will allow students the ability to gain entry-level skills training on the job prior to entering the private workforce.

Purpose of the Project and Services/Benefits Provided:

This appropriation request is to support the Leon Works Expo and Junior Apprenticeship Program, an expansion of Leon County's internship offerings in skilled career fields. Beyond simply raising awareness about careers in the skilled workforce, it is imperative that opportunities exist in the community for early-career workers to gain hands-on experience in the workplace. For the past several years Leon County has partnered with Tallahassee Community College and North Florida Community College to establish internships in the County's EMS division for EMS Technology students. Many additional opportunities exist for the County to offer internships in support of local colleges' existing academic programs in skilled career fields such as building construction, computer technology, graphic design, public safety, and other fields that require more than a high school diploma but less than a four-year degree. This request seeks a partnership with the State of Florida to provide these opportunities for entry-level skills training for students prior to entering the workforce.

Attachment #2 Page 6 of 14

Leon County Board of County Commissioners

2017 Legislative Proposal *Page 2*

Attachment #2 Page 31 of 41

Population Served:

The Junior Apprenticeship program targets local high school students and students currently enrolled in local colleges and technical centers. In addition, through the Leon Works Expo, the program also seeks to raise awareness about skilled careers among high school students and other area residents who may be unemployed, underemployed, or who may be seeking a career change.

Project Dates for Construction/Operation:

October 1, 2019 through September 30, 2020.

Funding Requests		
Funding Requested:	\$100,000	

Present or Pending Funding Sources (including county)					
Source:	Source: Leon County Amount: TBD (in-kind operational support)				
Source:		Amount:			
Source:		Amount:			



Leon County Board of County Commissioner Attachment #2 2018 Legislative Priorities Information Form

CONTACT INFORMATION				
Department:	Public Works	N/A		
Contact Person:	Tony Park	Title:	Director	
Email:	ParkT@LeonCountyFL.gov	Phone:	850-606-1537	

Appropriation Request			
Project Title:	Orchard Pond Greenway Trail, Phase II		
	Criminal & Civil Justice	Health & Human Services	
Dungung Catagonya	☐ Education	□ Transportation	
Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development	
	General Government/Operations	Other:	
	(EC1) - Do well-designed public infrastructure which supports business, attracts private investment and has long term economic benefits.		
Strategic Plan Alignment:	(EN4) - Reduce our carbon footprint.		
Strategic I ian Anginnent.	(Q1) - Maintain and enhance our parks and recreational offerings and green spaces.		
	(Q6) - Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.		
Project Description:			
This proposed legislative priority seeks legislative funding to support the design and construction of the Orchard Pond Greenway Trail, Phase II. This trail segment will be a twelve foot paved multi-use trail parallel to the Orchard Pond Parkway from the eastern parking area to Meridian Road, adding approximately 1.4 miles to the overall trail. The actual alignment of the trail segment has not yet been established and will require survey, design, permitting and construction.			

Prior to the conveyance of the property to Leon County, the previous property owner requested funding during the 2015 and 2016 legislative sessions to help fund the construction of the trail, and the County requested funding during the 2017 session. However, in all instances the funding was included in the Legislature's approved budgets, but was ultimately vetoed by the Governor. Staff recommends an appropriation request be made again during the upcoming legislative session for Phase II of the project.

Purpose of the Project and Services/Benefits Provided:

This project will create recreational trails to be utilized as horse, pedestrian and bike trails adjoining the recently completed Orchard Pond Parkway. Phase II is the eastern segment of the trailhead and will connect to the Phase I segment, or the western part of the trail.

Population Served:

This project will benefit all residents of and visitors to Leon County. The trail will be open for use to the general public.

Project Dates for Construction/Operation:

If funded, design, engineering, permitting, and construction of the trail segment would occur in FY2018 and FY2019.

Leon County Board of County Commissioners 2017 Legislative Proposal

Page 2

Attachment #2 Page 33 of 41

Funding Requests		
Funding Requested: \$300,000		

	Present or Pending Funding Sources (including county)			
Source:	Leon County	Amount:	TBD (in-kind)	
Source:		Amount:		
Source:		Amount:		



Leon County Board of County Commissioner Sage 34 of 41 2018 Legislative Priorities Information Form

CONTACT INFORMATION				
Department:	Public Works	Division:	Engineering Services	
Contact Person:	Theresa Heiker	Title:	Stormwater Management Coord.	
Email:	HeikerT@LeonCountyFL.gov	Phone:	850-606-1526	

APPROPRIATION REQUEST			
Project Title:	Lake Henrietta Renovation		
	Criminal & Civil Justice	Health & Human Services	
Duagnam Cataganya	Education	Transportation	
Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development	
	General Government/Operations	Other:	
Strategic Plan Alignment:	 (EN1) - Protect the quality and supply of our water. (EN2) - Conserve and protect environmentally sensitive lands and our natural ecosystems. (Q1) - Maintain and enhance our parks and recreational offerings and green spaces. 		

Project Description:

This project involves the major restoration of the 16 year old Lake Henrietta stormwater facility on Springhill Road. The stormwater facility was constructed with its northern five acres excavated as a sump to capture and concentrate the sediment from the west, central and east drainage ditches and treats runoff before it enters Lake Munson downstream.

An original projection of 8,000 cubic yards of sediment removal was expected at this juncture in the ponds service life. However, during the initial design phase, the actual amount found is approximately 53,000 cubic yards. The amount of sediment captured in this sump far exceeds the estimates, which is believed to be largely due to the delay of planned implementation of restoration projects in the contributing area. Due to the much larger than expected sediment quantity, hydraulic dredging is the best long-term solution. This requires property acquisition for storage and processing of dredge material.

In addition to this project, the Board recently funded sediment sampling at Lake Munson, conducted by the Florida Geologic Survey, to look for potential contamination and to determine potential disposal of contaminated material or recommend alternatives in lake restoration activities. This will be used to develop remediation plans and associated future projects for Lake Munson.

Purpose of the Project and Services/Benefits Provided:

The project is divided into five phases. Property acquisition and design and permitting of an adjacent spoil handling site have been funded. This projects requests funds to support hydraulic dredging and the design and installation of a trash rack at Lake Henrietta. The removal of sediment and litter from the lake will improve water quality flowing to Lake Munson and ultimately to Wakulla Springs.

Leon County Board of County Commissioners

2017 Legislative Proposal *Page 2*

Attachment #2 Page 35 of 41

Por	nıla	tion	Ser	ved:
- U	uiu			, cu.

This project will benefit all residents of and visitors to Leon County.

Project Dates for Construction/Operation:

If funded, design, engineering, permitting, and construction of the trail segment would occur in FY2019 and FY2020.

Funding Requests	
Funding Requested:	\$1,500,000

	Present or Pending Funding Sources (including county)		
Source:	Leon County	Amount:	TBD (Sales Tax Extension)
Source:		Amount:	
Source:		Amount:	



Leon County Board of County Commissioner Stage 36 of 41 2018 Legislative Priorities Information Form

CONTACT INFORMATION				
Department:	Public Works	Division:	Engineering Services	
Contact Person:	Theresa Heiker	Title:	Stormwater Management Coord.	
Email:	HeikerT@LeonCountyFL.gov	Phone:	850-606-1526	

	Appropriation Request				
Project Title:	Fords Arm Restoration				
	Criminal & Civil Justice	Health & Human Services			
Duo anoma Cata ao min	☐ Education	Transportation			
Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development			
	General Government/Operations	Other:			
Strategic Plan Alignment:	(EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)				
Project Description:					
Lake Jackson, a State Aquati pollutant loads of phosphorus Water Improvement and Mar	the retrofit Timberlane Creek to improve water c Preserve and an Outstanding Florida Water. (s within Lake Jackson. This project was develonagement (SWIM) Program in order to protect a new stormwater pond, channel stabilization,	Currently, Fords Arm has one of the highest oped under the State of Florida's Surface Florida's highly threatened surface water			

Purpose of the Project and Services/Benefits Provided:

The project will reduce phosphorus loads into Timberlane Creek by a combination of channel stabilization, construction of a stormwater sump and drainage enhancements under Timberlane Road and Meridian Road.

Population Served:

All residents of Leon County will benefit from this project. Lake Jackson is one of Leon County's most precious natural resources, and is listed as an "Outstanding Florida Water" by the State of Florida. In addition to its use for boating, swimming, and fishing by the residents of Leon County, Lake Jackson generates over \$15 million annually in tourism and associated economic activity (Lake Jackson Management Plan 1997 addendum, adjusted for inflation).

Project Dates for Construction/Operation:

If allocated state and/or federal funding, design, permitting, easement acquisition and construction could be complete within three years of project funding.

Leon County Board of County Commissioners 2017 Legislative Proposal *Page 2*

Attachment #2 Page 37 of 41

Funding Requests		
Funding Requested:	\$3,320,000	

	Present or Pending Funding Sources (including county)		
Source:	Leon County	Amount:	\$2,000,000 (local match - land acquisition)
Source:	Leon County	Amount:	\$870,000 (in-kind match for design and permitting)
Source:		Amount:	



Leon County Board of County Commissioner Sage 38 of 41 2018 Legislative Priorities Information Form

CONTACT INFORMATION				
Department:	Public Works	Division:	Engineering Services	
Contact Person:	Theresa Heiker	Title:	Stormwater Management Coord.	
Email:	HeikerT@LeonCountyFL.gov	Phone:	850-606-1526	

APPROPRIATION REQUEST			
Project Title:	Fred George Sink Wetland Restoration		
	Criminal & Civil Justice	Health & Human Services	
Duo anama Cata a annu	Education	Transportation	
Program Category:	Agriculture & Natural Resources	☐ Tourism & Economic Development	
	General Government/Operations	Other:	
Strategic Plan Alignment:	(EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)		
	(Q1) - Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)		
Project Description:			
This request is for one-time construction funds to re-grade the existing topography of the Fred George Wetland and			

This request is for one-time construction funds to re-grade the existing topography of the Fred George Wetland and intercept debris at a major inflow point to Fred George Sink, a karst feature located within the Ochlockonee River watershed and the Wakulla Springs basin area. Leon County received a \$377,000 grant from the Florida Communities Trust in 2009 for acquisition of this site.

Purpose of the Project and Services/Benefits Provided:

By providing enhanced water quality treatment of runoff and debris interception prior to release into sinks, this project will restore wildlife habitat, rehydrate wetlands, and improve discharge into the Floridian aquifer and will directly benefit the Wakulla Springs springshed. The need for this project has been identified in the Florida Department of Environmental Protection's draft Upper Wakulla River and Wakulla Springs Basin Management Action Plan.

Population Served:

All residents of Leon County will benefit from enhanced recreational opportunities and the improved discharge to the Floridan Aquifer. The Fred George Greenway was acquired in 2009 through joint funding from Florida Communities Trust, Blueprint 2000, and County funding.

Project Dates for Construction/Operation:

If allocated state and/or federal funding, design, permitting, and construction could be complete within two years of project funding.

Leon County Board of County Commissioners 2017 Legislative Proposal

Page 2

Attachment #2 Page 39 of 41

FUNDING REQUESTS	
Funding Requested:	\$500,000

Present or Pending Funding Sources (including county)		
Source:	Amount:	
Source:	Amount:	
Source:	Amount:	

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING THE URGING OF THE FLORIDA LEGISLATURE TO ENACT LEGISLATION THAT WOULD MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE

WHEREAS, texting while driving makes the likelihood of a crash 23 times greater than driving while not distracted, according to the Virginia Tech Transportation Institute; and

WHEREAS, distracted driving is driving while performing another activity that shifts the driver's attention away from driving; and

WHEREAS, texting while driving is a form of distracted driving; and

WHEREAS, the National Highway Traffic safety Administration (NHTSA) reported an estimated total of 967,000 crashes in the United States involving distracted drivers in 2014; and

WHEREAS, in 2014, approximately 431,000 people were injured in crashes in the United States involving distracted drivers, according to the NHTSA; and

WHEREAS, in 2014, 3,179 people were killed in crashes in the United States involving distracted drivers, according to the NHTSA; and

WHEREAS, the concern of the American public over distracted driving has grown exponentially, resulting in the first-ever national distracted driving enforcement and advertising campaign in April 2014 by the United States Department of Transportation; and

WHEREAS, in April 2015, the United States Transportation Secretary continued the national campaign by announcing the "U Drive. U Text. U Pay." Campaign for Distracted Driving Awareness month; and

WHEREAS, the degree of cognitive distraction associated with mobile phone use is so high that drivers using mobile phones exhibit greater impairment than legally intoxicated drivers, according to a University of Utah study; and

WHEREAS, a number of local jurisdictions have made it illegal to use hand-held cellular devices while driving; and

WHEREAS, during the 2002 regular session, the Florida Legislature enacted Chapter 2002-179, Laws of Florida (Senate Bill 358), which preempted local governments from regulating the use of electronic communications devices in motor vehicles.

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners, that Leon County:

- 1. Urges the Florida Legislature to enact legislation that would make texting while driving a primary offense.
- 2. Directs the Clerk of the Board to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker and the Chair and Members of the Leon County State Legislative Delegation.
- 3. Advocates for the passage of the legislation set forth in #1 above.

PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 24th day of October, 2017.

LEON COUNTY, FLORIDA

	BY:
ATTEST: Gwendolyn Marshall, Clerk Of Court LEON COUNTY, FLORIDA	
BY:	
APPROVED AS TO FORM:	
OFFICE OF THE COUNTY ATTORNEY LEON COUNTY, FLORIDA	
BY:	
Herbert W. A. Thiele County Attorney	

Leon County Board of County Commissioners

Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Installation of a Historical Marker at the Leon County Fairgrounds

Review and Approval: Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andrew Johnson, Assistant to the County Administrator Nicki Paden, Management Analyst

Statement of Issue:

This agenda item seeks the Board's approval to install a historical marker at the Leon County Fairgrounds in recognition of the site's historical significance related to the Civil Rights Movement.

Fiscal Impact:

This item has a fiscal impact. The cost of the historical marker is \$2,200. Funding for the cost of the marker and its installation will be split evenly (\$1,100 each) between the North Florida Fair Grounds Association and Leon County. Leon County funds are available in the General Fund Contingency account.

Staff Recommendation:

Option #1: Approve the installation of the historical marker at the Leon County Fairgrounds and authorize the County Administrator to execute the approval documentation

(Attachment #1).

Option #2: Approve the resolution and associated budget amendment request (Attachment

#2) for costs associated with the installation of the historical marker.

Title: Installation of a Historical Marker at the Leon County Fairgrounds

November 14, 2017

Page 2

Report and Discussion

Background:

In August 2017, Florida A&M University, working with Commissioner Proctor, submitted an application for the placement of a historical marker at the Leon County Fairgrounds. On October 11, the State Historical Marker Council approved this application; as such, this agenda item seeks the Board's approval to install the historical marker. The cost of the marker is \$2,200 and will be split evenly between Leon County and the North Florida Fair Grounds Association.

The Florida Division of Historical Resources administers the State Historical Marker Program which seeks to raise public awareness of Florida's cultural history and heritage. The program facilitates the placement of markers to recognize historic properties as well as individuals, events, and other topics significant in Florida or American history. The Leon County Fairgrounds is the site of one of Florida's and the nation's largest student-led, jail-in demonstrations during the Civil Rights Movement. From September 14-16, 1963, over 350 student demonstrators were arrested for trespassing, disturbing the peace, and mass picketing against two segregated movie theaters in Tallahassee. The large volume of arrests inundated the Leon County Jail. In response, law enforcement officials utilized covered quarters normally used to retain animals at the Leon County Fairgrounds as a makeshift expansion jail facility. This period of non-violent protests in Tallahassee was one of the Civil Rights Movement's largest student-led, jail-in demonstrations and contributed to the passage of landmark federal legislation that helped to end legalized racial discrimination in America.

Analysis:

To promote awareness of the history of the Leon County Fairgrounds and its significance during the Civil Rights Movement, Dr. Murell Dawson of the Meek-Eaton Southeastern Regional Black Archives at Florida A&M University submitted an application (included as Attachment #3) to the Florida Historic Marker Council to consider the fairgrounds as an eligible site to place a historic marker. Since the Fairgrounds are owned by Leon County, Commissioner Proctor sponsored the application. The State Historical Marker Council approved the application at its October 11, 2017 meeting, and the approval letter including the final language to be placed on the marker is included as Attachment #1 to this agenda item

With the Board's approval, the installment of the historical marker will increase public awareness of the historical significance of the Leon County Fairgrounds during the Civil Rights Movement.

Title: Installation of a Historical Marker at the Leon County Fairgrounds

November 14, 2017

Page 3

Options:

- 1. Approve the installation of a historical marker at the Leon County Fairgrounds and authorize the County Administrator to execute the approval documentation (Attachment #1).
- 2. Approve the resolution and associated budget amendment request (Attachment #2) for costs associated with the installation of the historical marker.
- 3. Do not approve the installation of a historical marker at the Leon County Fairgrounds.
- 4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

- 1. Approval letter and final marker text
- 2. Resolution and associated budget amendment request
- 3. Historical Marker Application

October 17, 2017

The Honorable Bill Proctor Leon County Commissioner 301 South Monroe Street Tallahassee, Florida 32301

Dear Commissioner Proctor,

Congratulations! This communication is to report that on October 12, 2017, officials with the State of Florida Historic Marker Program unanimously approved the marker application that recognizes the contributions of Florida A&M University (FAMU), Florida State University, and the University of Florida students who were detained in overflow jail facilities at the Leon County Fairgrounds in 1963. Local high school students and Leon County residents were also among the many Civil Rights foot soldiers jailed at the Fairgrounds. The marker is an excellent public education medium that shares information about Leon County's rich and enduring social justice history.

The cost of this "two-sided" marker is \$2,200. This price includes the marker, the mounting posts, shipping and handling fees. You will need to approve the final marker text and sponsors. Please see the information below from Mr. Michael Hart, State Historical Marker Coordinator with the Bureau of Historic Preservation, Division of Historical Resources.

Mr. Hart is the state official who will assist you and the Leon County Commission in ordering the marker from the manufacturer, Sewah Studios. His contact numbers are: 850-245-6371 (office), 850-245-6439 (fax), and Michael.Hart@dos.myflorida.com (e-mail).

I am available to answer questions or discuss any concerns you may have. You can contact me at 599-3020 or elizabeth.dawson@famu.edu. Congratulations again. I look forward to your instructions on how to proceed.

Respectfully,

E. Murell Dawson

E. Murell Dawson, Ph.D.
Research Associate | Senior Archivist
Meek-Eaton Black Archives Research Center | Museum
Florida A&M University
850.599.3020 | Elizabeth.dawson@famu.edu

1963 Civil Rights Protest Jail Overflow Site Historical Marker

Thu 10/12, 4:03 PM

Dear Ms. Dawson,

I am pleased to say that your marker application for the **1963 Civil Rights Protest Jail Overflow Site** was approved by the State Historical Marker Council at their meeting on October **11**, 2017. Congratulations! The approved text for your marker is attached.

Please carefully proof read the marker text and sponsor information to make sure they read exactly as you wish, then complete the approval statement below the text and return the page by fax (850-245-6439) or as an emailed pdf. If you have any questions regarding the marker text please reply to this email or call me to discuss.

I will also need the marker's billing and shipping information (names, addresses, and telephone numbers). Please note that the marker's shipping address must be a street address and be a place of business open during regular business hours. Markers cannot be shipped to a residential address or to a post office box.

Following receipt of this information I will order your marker from Sewah Studios. Marker manufacture and delivery generally requires 6-8 weeks. The cost of your marker will be \$2,200, and you will not be billed for this amount until your marker has been fabricated. Please send your payment to Sewah Studios—do not send payment to this office!

You will receive instructions from Sewah Studios on how to correctly install your marker. Please let me know when your marker has been erected so that I may update our marker database and website. Finally, I would appreciate receiving one or two photos of your marker (digital preferred) after it has been placed for our program files.

There are small matching grant funds available that will cover half of the cost of the marker. You can find information regarding the Historic Preservation Grants Programs at http://dos.myflorida.com/historical/grants/.

If you have any questions regarding the aforementioned directions please do not hesitate to contact me. I look forward to hearing from you and thank you for your support of this marker!

Regards,

Michael Hart

Historic Preservationist | Office of the Director | Division of Historical Resources | Florida Department of State | 500 South Bronough Street | Tallahassee, Florida 32399 | 850.245.6371 | 1.800.847.7278 | Michael.Hart@dos.myflorida.com | www.flheritage.com

1963 Civil Rights Protest Jail Overflow Site

(Side One)

Throughout the 1950s-1970s, large-scale, nonviolent demonstrations by audacious students attending Florida Agricultural and Mechanical University (FAMU), Florida State University, and the University of Florida, as well as local high school students and Leon County residents, played important roles in the dangerous fight for racial equality. Hundreds of students were arrested in 1960 for participating in sit-in demonstrations at the Woolworth's and McCrory's lunch counters in Tallahassee. Priscilla and Patricia Stephens, FAMU students and founding members of Tallahassee's Congress of Racial Equality (CORE); siblings John and Barbara Broxton; William Larkins; Angela Nance; Merritt Spaulding; Clement Carney; and high schooler Henry Steele chose to serve a 60-day jail sentence instead of posting bail, staging America's first student-led jail-in protest. Three years of constant protest ensued. From September 14-16, 1963, over 350 demonstrators, mostly FAMU students, were arrested for mass picketing, trespassing, and disturbing the peace. On September 14th, 200 students picketed the segregated Florida Theatre. Police arrested 157. Later that evening, about 100 protesters gathered at the county jail and 91 were arrested.

Character count: 1.234

A FLORIDA HERITAGE SITE

SPONSORED BY LEON COUNTY COMMISSION, COMMISSIONER BILL PROCTOR, FLORIDA A&M UNIVERSITY, THE CARRIE MEEK-JAMES N. EATON SOUTHEASTERN REGIONAL BLACK ARCHIVES, AND THE FLORIDA DEPARTMENT OF STATE

2017

I approve the above marker text and request that it be used on our historical	l marker.
Name (please print)	
Signed Dat	te

Please fax to Michael Hart, Florida Historical Marker Program, Bureau of Historic Preservation, (850) 245-6583, or send this document as a pdf to Michael.Hart@DOS.Myflorida.com

(Side Two)

The jail overflowed as arrest numbers swelled to 248. Covered quarters at the Leon County Fairgrounds, normally used for cattle and other animals, were converted to temporary jails. On September 15th, 250 FAMU students, led by ministers C.K. Steele, David Brooks, and E.G. Evans, resumed protesting at the county jail downtown. No arrests were made. On September 16th, some 250 students protested at the jail again, and 100 were arrested. Besides imprisonment, Civil Rights foot soldiers and student leaders such as Reuben Kenon, Calvin Bess, Roosevelt Holloman, John Due, Julius Hamilton, FAMU Student Government Association President Prince McIntosh, and many others suffered arrest records, threats, physical attacks, school suspensions, and delayed graduations. Most students remained in the crowded, unsanitary fairground facilities for many days, and slept on floors with blankets provided by jail officials. Black and white citizens, FAMU employees, CORE, NAACP, and the Inter-Civic Council raised money for bails, fines, and attorney fees. The Leon County Fairgrounds is a historic site of the Civil Rights Movement because of its significance in one of Florida's and the nation's largest student-led, jail-in demonstrations.

Character count: 1,233

A FLORIDA HERITAGE SITE

SPONSORED BY LEON COUNTY COMMISSION, COMMISSIONER BILL PROCTOR, FLORIDA A&M UNIVERSITY, THE CARRIE MEEK-JAMES N. EATON SOUTHEASTERN REGIONAL BLACK ARCHIVES, AND THE FLORIDA DEPARTMENT OF STATE

2017

I approve the above marker text and request that it be	used on our historical marker.
Name (please print)	
Signed	Date

Please fax to Michael Hart, Florida Historical Marker Program, Bureau of Historic Preservation, (850) 245-6583, or send this document as a pdf to Michael.Hart@DOS.Myflorida.com

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; 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 14th day of November, 2017.

	LEON COUNTY, FLORIDA
	BY:
	John E. Dailey, Chairman
	Board of County Commissioners
ATTEST:	·
Gwendolyn Marshall, Clerk of the Court a	and Comptroller
Leon County, Florida	
BY:	
Gwendolyn Marshall, Clerk	
Approved as to Form:	
Leon County Attorney's Office	
BY:	
Herbert W. A. Thiele, Esq.	
County Attorney	

						EAR 201 NDMENT	<u>7/2018</u> ΓREQUES	т			
No: Date:		18003 /2017					Agenda Item I Agenda Item I			11/14/2	2017
County	Admini	strator					Deputy Count	y Adm	inistrator		
Vincent	S. Long	g					Alan Rosenzv	veig			_
						uest Detai	l:				
		Δ	ccour	nt Information	<u>K</u>	<u>evenues</u>	Current Bud	lget	Change	Adjusted E	Budget
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						Scott Ross,	Director, Office	e of Fi	nancial Sto	ewardship	
Approve	ed By:			Resolution	х	Motion		Ad	ministrato	r	

		В	UDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2017/18)	
			GENERAL FUND 001-990-59900-599	Beginning Balance: \$200,000.00
	APPROVAL	AGENDA		
No.	DATE	DATE	AMENDMENT TITLE	BALANCE
1 2 3 4 5 6 7 8 9 10 13 15 16 17 18 19 20 21 22 23 24 25		14-Nov-17	Installation of a Historical Marker at the Leon County Fairgrounds A second se	\$1,100
		Bold, Italic items	s are pending Board Approval	
			USAGE TO DATE (TOTAL AMENDMENTS)	\$1,100.00
			ENDING BALANCE END BALANCE AS % OF BEGIN BALANCE USAGE BALANCE AS % OF BEGIN BALANCE	198,900.00 99% 1%

Division of Historical Resources, Bureau of Historic Preservation Historical Markers Application

- My Application
- Return to Application Later
- Logout

Florida Historical Marker Application

Application Number: HM-0554

You are not done yet!

We have received your application electronically however you are **NOT** done yet! We still need a few more things from you.

• Print Signature Page

Attach signature page to:

ATTN: Michael Hart, State Historical Marker Coordinator Division of Historical Resources Bureau of Historic Preservation R.A. Gray Building 500 S. Bronough Street, Room 422 Tallahassee, Florida 32399-0250

Part 1: Resource Information

Name and Location

What is the Historic Name of the Resource?
Civil Rights Movement Historic Site Leon County Fairgrounds, Overflow Jail Facility (September 1963)
Address
441 East Paul Russell Road
City
Tallahassee

Zip Code

32301

Details

What type of resource will you be marking? Building (e.g., commercial, educational, religious, residential)

If other, please explain:

Is the resource listed in the National Register of Historic Places? Yes

Description and Significance

Please describe the resource

During the Civil Rights Movement, many important events occurred in Tallahassee and other Florida cities including Gainesville, Jacksonville, Miami, Ocala, Pensacola, and St. Augustine. This marker application seeks to recognize a notable event that occurred in 1963 at the Leon County Fairgrounds. Over a three-day period, September 14-16, more than 350 protesters, mostly Florida Agricultural and Mechanical University (FAMU) students, were arrested for mass picketing, trespassing and disturbing the peace. The demonstrations and mass arrests stemmed from three years of unceasing protests at Tallahassee's two segregated movie theaters - the Florida Theatre on Monroe Street and the State Theater on College Avenue. Both theaters were located in the downtown area. On September 14, 1963, the first day of the mass arrests, the county jail, located on Gaines Street, was completely besieged as it quickly overflowed with students. As an emergency measure, law officials utilized covered quarters normally used to retain animals at the Leon County Fairgrounds as a makeshift expansion jail facility. This non-violent protest was one of the Civil Rights Movement's largest student-led, jailin demonstrations. Massive picketing and arrests of this type stifled cities and led to landmark federal legislation that helped end legalized racial discrimination in America. Architectural Description: The Leon County North Florida Fairgrounds is located in Tallahassee at 441 East Paul Russell Road. The property, commonly known as the Leon County Fairgrounds, is also associated with two other addresses - 523 East Paul Russell Road, and 3440 South Monroe Street (between Tram and Paul Russell roads). Records from the Leon County Property Appraiser's Office indicate the fairgrounds comprise 107.09 acres of land. Leon County's Division of Real Estate Management oversees the property. According to officials in this division, the land the fairground is on was annexed to Leon County from the City of Tallahassee in 1964. In 1963, the year of the jail overflow incident, the land and structures were owned and maintained by the City. Little information is known about the physical structures on the property before 1973 because county building codes and permits were not required prior to this time. Parcel information after 1973 supplied by the Leon County Property Appraiser's Office identified land at this location as parcel ID number 3118208530000. The legal description is: 13 1S 1E &18 1S 1E in E ½ of NE ¼ Sect 13 & in NW ¼ Sect 18 lying N of Tram Road DB 176/65. According to a 2011 Florida Master Site File for the Leon County Fairgrounds, there were nine buildings on the property that included exhibition halls and animal barns. The earliest structures (buildings 1 and 2) are large, one-story facilities made of brick and metal. They were constructed in 1955. The architect, designer, and builder of the structures were not listed. Several buildings similar in design, function, scale and style were built after 1960. A 1971-1979 City of Tallahassee Building Inspection Department report and building permit for the fairgrounds indicated there were three structures on the property in 1963. Today, there are 14 buildings on the fairgrounds. All of the structures have retained a good degree of their original appearance, and are still being utilized for their original purposes. According to information from the Leon County Property Appraiser for tax year 2016, the total market value of the fairgrounds property is \$5,528,436. Although the Master Site File indicated that the structures on the fairgrounds are architecturally insignificant, the temporary jail incident that occurred on the property in 1963, most likely in buildings one and two, is historically relevant and extremely important. In the 1950s through the 1970s, large-scale, direct-action demonstrations by courageous students attending FAMU, Florida State University (FSU), University of Florida (UF), local high schools and Leon County residents, played major roles in America's perilous fight for racial equality. Beginning in 1960, hundreds of students were arrested in downtown Tallahassee for participating in nonviolent sit-in demonstrations at lunch counters at Woolworth's and McCrory's stores. Expanding their direct-action protests, students soon began picketing Tallahassee's two segregated movie theaters. On March 12, 1960, after being arrested for participating in previous sit-in demonstrations, FAMU students, Priscilla and Patricia Stephens - founding members of Tallahassee's Congress Page 128 of 485 Posted 2:30 p.m. on November 6, 2017

of Racial Equality (CORE); brother and sister John and Barbara Broxton; William Larkins; Angelan Nantes; Merritt Spaulding; Clement Carney; and high schooler Henry Steele made history by selecting to serve a 60-day jail sentence instead of posting bail, staging the nation's first student-led jail-in demonstration. After this jail-in incident, non-violent protests intensified in Tallahassee and other Florida cities. Three years later on September 14, 1963, as the fall school semester began in the Capitol City some 200 college students picketed the Florida Theatre. Police arrested 157 demonstrators. After sunset on that same day, about 100 students gathered and began protesting at the county jail located on Gaines Street. Ninety-one demonstrators were arrested. The number of students arrested rose to 248. The large number of arrests inundated the jail. In response to this emergency, police transported most of the detainees to temporary jail quarters at the Leon County Fairgrounds, and detained them in space normally used for animals. On day 2, September 15, about 250 FAMU students, led by local African-American Ministers C.K. Steele, David Brooks and E.G. Evans, resumed protesting at the Gaines Street jail. No arrests were made on this day. But student leaders vowed to keep the momentum going. True to their word, more organized protests resumed the next day. On the morning of day 3, September 16, an estimated 250 students protested at the jail again. One hundred were arrested. There were now 350 Civil Rights foot soldiers being detained. The constant demonstrations and mass arrests put the city on high alert for racial violence and negative media coverage. Law officials scrambled to wane the protests and bring the city back under control. Massive student-led demonstrations in Tallahassee and other Florida cities stand as proof of the State's heroic contributions to the Civil Rights Movement.

Provide a statement explaining the significance of the resource

Significance – Tallahassee's Civil Rights History - General. "...without the students, there would have been no protest, there would have been no movement. They were the militants, they were the soldiers," said Rev. Charles Kenzie Steele. During the 1950s, 1960s and 1970s, the fight for civil rights in America involved brutal and deadly campaigns on battlefields all across America. Throughout these three decades, countless Florida citizens of various backgrounds, interests and ethnicities supported the Civil Rights Movement by participating in massive economic boycotts, demonstrations and other nonviolent protests. In different places and in various ways, hundreds of audacious students attending Florida A&M University (FAMU), Florida State University (FSU), the University of Florida (UF), local high schools, and individuals living in the Leon County community made immeasurable personal sacrifices. These "Civil Rights Foot Soldiers" served on the front-lines of social change, and played vital roles in the dangerous and continuous struggle for racial equality. Many civil rights foot soldiers and generals were recruited, trained and served in Florida. Two of the most diligent and famous were sisters Patricia and Priscilla Stephens of Miami. While students at FAMU, the Stephens Sisters were among the co-founders of Tallahassee's Chapter of the Congress of Racial Equality (CORE). This civil rights organization was originally founded in Chicago, Illinois in 1942. It used the principle of non-violence as a means of fighting segregation. On February 13, 1960, the Stephens Sisters, under the direction of CORE, led Florida's first "sit-in" demonstration at a Woolworth lunch counter in Tallahassee. This first sit-in was carried out with no incidents. After this demonstration, a second, larger sit-in was planned. Over the next several weeks, wave after wave of demonstrators continued to stage lunch counter demonstrations at Woolworth's and McCrory's stores in downtown Tallahassee. By March 1960, there had been three sit-ins where African Americans tried to get served at segregated lunch counters. Several students were arrested, charged with "disturbing the peace," and later bailed out of jail. A local news article recounted the fourth demonstration which took place on March 12, 1960. "A group of about 15 white and Negro college students sat down at the Woolworth's lunch counter this morning and were almost immediately arrested by police," it stated. News of the students' arrest led to more than 1,000 student protesters being organized. This massive group began marching from the FAMU campus towards downtown Tallahassee. Carrying signs that said, "Give us back our students," the huge group was met by police officials in full riot gear, who disbursed tear gas to quail and turn back demonstrators. The incident was covered by the Tallahassee Democrat newspaper in a March 13, 1960, front-page article. "A highway patrolman told a newsman they burst about a dozen tear gas shells in front of the column. The Negroes pulled back to the A&M campus," the article reported. Some 35 students were arrested during this massive demonstration; three were white students attending FSU. As mentioned earlier, FAMU students, sisters Patricia and Priscilla Stephens; brother and sister Barbara and John Broxton; William Larkins; Angela Nance; Merritt Spaulding; Clement Carney; and a local high school student Henry Steele chose to serve a 60-day jail sentence instead of posting bail staging America's first student-led "jail-in" protest. Significance – Tallahassee's Civil Rights History - 1963.

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Three years of consistent, wide-spread public protest followed Tallahassee's first student-led sit-ins and fail-ins. On January 23, 1963, two FAMU students, Patricia Stephens Due and Julius Hamilton, both CORE members, were arrested at the Florida Theatre and charged with criminal trespassing after entering the theater lobby with tickets purchased by a white person. The two students were taken to the Leon County Jail where they were detained overnight. They were arraigned the next day, and a trial date was set. However, a few days later, with no explanation, city officials announced that charges against the two demonstrators would be dropped. Nonetheless, student-led protests and direct-action demonstrations continued throughout the spring and summer school semesters. On the afternoon of May 30, 1963, between 200 and 300 students picketed the Florida Theatre again. They carried signs reading: "Are You an Ugly American," "Segregation Is Wrong," and "We Are All Brothers in Christ." For hours the situation intensified as a crowd of angry white residents gathered across the street. To break up the demonstration, Circuit Court Judge Ben Willis issued an injunction that forbade protesters from: blocking theater entrances and exits; attempting to enter the premises of the theaters; displaying derogatory or defamatory signs or posters pertaining to the policy of the theater; and interfering with the right of the businesses to make money. Demonstrators ignored the injunction and continued picketing. After about two hours of picketing, the police arrested and marched about 221 students to the small county jail on Gaines Street between Gadsden Street and Meridian Road. One white student was among the demonstrators arrested. Significance – Tallahassee's Civil Rights History – September 14-16, 1963. Five months later (September 1963) another climax in Tallahassee's Civil Rights history occurred when students returning to college for the fall semester were again involved in massive civil rights protests in the downtown area. On September 14-16, more than 350 protesters, mostly FAMU students, were arrested for breaking an injunction against large-scale picketing at the city's two segregated movie theaters. The large volume of arrests overwhelmed the county jail. The city was placed in a state of emergency as officials scrambled to find a building that could hold hundreds of student detainees. In response to this crisis, law officials used animal quarters at the Leon County Fairgrounds as temporary, make-shift jail facilities. Below is a day-by-day break-down of the massive and historic civil rights demonstration that occurred on Saturday, September 14 through Monday, September 16, 1963. Day 1 - Saturday Morning, September 14, 1963. Some 200 FAMU students stage a demonstration at the Florida Theatre located on North Monroe Street to protest the theater's segregated regulations. Police used an injunction issued in the spring outlawing large-scale demonstrations to disperse the crowd. Some of the students left, but most stayed. One hundred and fifty seven (157) students were arrested. Escorted by policemen, the students marched peacefully down to the county jail located a few blocks away on Gaines Street. Day 1 - Saturday Afternoon, September 14, 1963. Later that same evening, news that 157 students had been arrested quickly reached the FAMU campus. This prompted an estimated 450 FAMU students into action. The massive crowd gathered and began demonstrating in front of the county jail. After supposedly marching too close to the jail, 91 of the 450 student demonstrators were arrested for disturbing the peace. The number of students arrested rose to 248. The jail could not hold the large volume of detainees. With the county jail overflowing, as an emergency measure, police and law officials transported most of the detainees to make-shift holding quarters at the Leon County Fairgrounds on South Monroe Street (between Paul Russell and Tram roads). The students were held in covered bins normally used for cattle and other animals. Day 2 - Sunday, September 15, 1963. Approximately 250 students were now behind bars in the Capitol City. This same morning the nation woke to the alarming news that four little girls attending Sunday school in Atlanta, Georgia, were killed in a bombing at the Sixteenth Street Baptist Church. By the evening hours, back in Tallahassee, hundreds of repulsed FAMU students had gathered again in front of the Gaines Street jail. This peaceful demonstration was led by local African-American Ministers C.K. Steele, David Brooks and E.G. Evans. The crowd was met by Sheriff Bill Joyce, who threatened to arrest demonstrators if they did not disband. Most of the students left after the three ministers and several FAMU deans appealed to them to disperse and avoid being arrested. No additional arrests were made on this day. Day 3 - Monday, September 16, 1963. However, on the next morning, September 16, an estimated 250 FAMU students were back at the county jail to resume protesting. Sheriff Joyce ordered demonstrators to disperse. Some 104 defiant foot soldiers refused to leave. They kneeled in prayer, or sat calmly on the ground in a non-threatening manner. They too were arrested, bringing the total number of students arrested in the span of three days to 352. Many students remained in the crowded unsanitary fairgrounds jail facility over the weekend and several days afterwards. They slept on floors with blankets provided by jail officials. Private community members (both black and white), college professors and staff, churches, businesses, civil rights organizations like CORE, the NAACP, and the powerful Tallahassee Inter Civic Counsel (ICC), led by Rev. Charles Kenzie Steele, helped negotiate releases, and raised money to pay bails, fines and attorney fees. Two white residents, Page 130 of 485 Posted 2:30 p.m. on November 6, 2017

banker George Lewis II and businessman James Shaw were among three private citizens who secretly donated about \$7,000 in cash to help pay the students' legal fees. In the book Freedom in the Family: A Mother-Daughter Memoir of the Fight for Civil Rights, student leader Patricia Stephens Dues said, "One thing many people forget when they think in terms of the Civil Rights Movement is that there were many whites, as well as Negroes, who put their lives and livelihoods at risk." Without question the massive protests that took place over these three days placed the Capitol City in crisis mode. The main jail was bursting with demonstrators, and deplorable make-shift holding facilities were being utilized at the Leon County Fairgrounds. Over the next several days and weeks, depending on the charges, the trials and sentencing of the demonstrators continued in both the city and circuit courts. Most of the students' legal fees and sentences were suspended, but examples were made of demonstration leaders. On Tuesday, September 17, Judge Ben Willis agreed to "release and restrict to campus" 107 of the original 157 students arrested on Saturday afternoon. Left in jail were 50 students previously arrested in the May theater demonstrations – those who were presumed to have knowingly violated the court's injunction against mass picketing. One hundred and ninety one (191) students who were arrested after marching to and protesting at the county jail on either Saturday evening or Monday morning were also detained, but were charged with less serious crimes. Throughout the decades spanning the Civil Rights Movement, besides imprisonment, hundreds of student activists and leaders like FAMU students Ben Cowins, Reuben Kenon, Calvin Bess, Roosevelt Holloman, John Due, Julius Hamilton, Prince McIntosh; FSU students Jefferson Poland and Derek Lawler, suffered arrest records, threats, physical attacks, school suspensions, and delayed graduations. Tallahassee's 1963 fairgrounds incident is but one example of the hard-fought, direct-action protests that occurred throughout Florida and the Southeastern United States. In the months and years that followed this incident, student activists continued to stage demonstrations at businesses in downtown Tallahassee. The "Civil Rights Foot Soldiers" who participated in these demonstrations, people and organizations that supported human rights activities in other ways, were change agents for our nation. They were resolute and unwavering in their efforts to fight for equally for all Americans. Throughout the Movement, large-scale protests continued to occur in Tallahassee and other Southern metropolises like Montgomery, Alabama; Atlanta, Georgia; and Orangeburg, South Carolina. These massive demonstrations helped force the passing of landmark laws that brought an end to legalized racial discrimination in public and private entities nationwide. Again, the mass demonstrations in Leon and other counties are evidence of Florida's gallant and significant contributions to America's Civil Rights Movement.

Part 2: Marker Information

Marker Details & Location

Will this be a new or replacement marker?
New Marker
Will this be a single or double-sided marker?
Single-sided marker (identical text on both sides)
Will the marker be located at the resource?
Yes

If no, please explain:

In which county will the marker be located? Leon

-What are the **geographic coordinates** of the proposed marker location?

Please use decimal fractions. (Example: 30.438659 or -84.284451). See <u>How to Determine Marker</u> <u>Coordinates</u> for instructions.

Longitude -84.280114

Latitude 30.404046

What days and times will the marker accessible to the public?

The marker will be accessible to the public on Sundays through Saturdays, 365 days a year, 24 hours a day.

Marker Text

What is your proposed Marker Title

Civil Rights Movement Historic Site, Leon County Fairgrounds, Overflow Jail Facility (September 1963)

-Please provide your proposed Marker Text

The marker text may not exceed 1,235 characters per side. This character limit includes punctuation and spaces. See <u>Tips for Writing Marker Text</u> for additional instruction.

Side One

Throughout the 1950s, 1960s and 1970s, large-scale, nonviolent demonstrations by audacious students attending Florida Agricultural and Mechanical University (FAMU), Florida State University, University of Florida, local high schools and Leon County residents played important roles in the dangerous fight for racial equality. In Tallahassee, in 1960, hundreds of students were arrested for participating in sit-in demonstrations at Woolworth's and McCrory's lunch counters. Priscilla and Patricia Stephens, FAMU students and founding members of Tallahassee's Congress of Racial Equality (CORE); brother and sister John and Barbara Broxton; William Larkins; Angela Nance; Merritt Spaulding; Clement Carney; and high schooler Henry Steele chose to serve a 60-day jail sentence instead of posting bail, staging America's first student-led jail-in protest. Three years of constant protest ensued. On September 14-16, 1963, more than 350 demonstrators, mostly FAMU students, were arrested for mass picketing, trespassing and disturbing the peace. Day one, 200 students picketed the segregated Florida Theatre. Police arrested 157. Later that evening, about 100 protesters gathered at the county jail and 91 were arrested. The jail overflow

Side Two (double-sided markers only)

ed as arrest numbers swelled to 248. Covered quarters at the Leon County Fairgrounds normally used for cattle and other animals were utilized as temporary jails. Day two, 250 FAMU students, led by Ministers C.K. Steele, David Brooks and E.G. Evans, resumed protesting at the county jail. No arrests were made. Day three, some 250 students protested at the jail again. One hundred were arrested, bringing the number of detainees to 350. Besides imprisonment, foot soldiers and student leaders such as Reuben Kenon, Calvin Bess, Roosevelt Holloman, John Due, Julius Hamilton, FAMU SGA president Prince McIntosh and many others, suffered arrest records, threats, physical attacks, school suspensions, and delayed graduations. Most students remained in the crowded unsanitary fairgrounds facility for several days, and slept on floors with blankets provided by jail officials. Black and white citizens, FAMU employees, CORE, NAACP, and the Inter Civic Council raised money for bails, fines and attorney fees. The Leon County Fairgrounds is a historic site of the Civil Rights Movement because buildings on the property served as overflow jail facilities for one of Florida's and the nation's largest student-led, jail-in demonstrations.

What organization(s) and or individual(s) are sponsoring the marker?

Leon County Commission, Commissioner Bill Proctor, Florida A&M University, the Carrie Meek-James N. Eaton Southeastern Regional Black Archives



Part 3: Contact Information

Resource Owner

If the resource is owned by an organization, provide the name and information of a contact person in that organization.

-What is the name of the resource owner or organization contact?

First name

Leon County Commissioner Bill

Last name

Proctor

Organization name (if owned by an organization)

Leon County

—What is the address of the resource owner?-

Address

301 South Monroe Street

City

Tallahassee

State

Florida

Zip Code

32301

Phone number of owner

850-606-5361

Email address of owner

ProctorB@leonCountyFl.gov

Will the resource owner also be responsible for installation and maintenance of the marker?

Ves

Is the resource owner also the person that prepared this application?

Yes

Marker Caretaker

Please provide the contact information for the person responsible for installing and maintaining the marker if different from the resource owner. If this will be an organization, provide the name and information of a contact person in that organization.

-What is the name of the of the marker caretaker?

First name

Leon County Commissioner Bill

Last name

Proctor

Organization name (If an organization will be the marker caretaker)

-What is the address of the marker caretaker?

Street Address

301 South Monroe Street

City

Tallahassee

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Posted 2:30 p.m. on November 6, 2017

State Florida Zip Code 32301

Phone number of caretaker 850-606-5361 Email address of caretaker ProctorB@leonCountyFl.gov

Person That Prepared the Application

Please provide the contact information for the person that prepared the content of this application (if different from resource owner).

-What is the name of the of the person that prepared the application?

First name

E. Murell

Last name

Dawson

-What is the address of the of the person that prepared the application?

Street Address

445 Gamble Street, Florida A&M University

City

Tallahassee

State

Florida

Zip Code

32307

Phone number of preparer

850-599-3020

Email address of preparer

elizabeth.dawson@famu.edu

If you need assistance, please email michael.hart@dos.myflorida.com or call 850.245.6333.

Leon County Board of County Commissioners

Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Actions Taken at the October 26, 2017 Joint County-City

Affordable Housing Workshop

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

Statement of Issue:

This agenda item seeks the Board's ratification of actions taken at the October 26, 2017 Joint County-City Affordable Housing Workshop.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option # 1: Ratify the actions taken at the October 26, 2017 Joint County-City Affordable Housing Workshop.

Title: Ratification of Actions Taken at the October 26, 2017 Joint County-City Affordable

Housing Workshop

November 14, 2017

Page 2

Report and Discussion

Background:

On October 27, 2016, the County and City Commission held a joint workshop on the affordable housing efforts in the community which included an overview of the County's and City's respective housing programs. At that time, County and City Commissions reaffirmed their commitment to promoting, preserving and expanding homeownership by maintaining the existing County and City housing programs.

In addition, the two Commissions established the Tallahassee-Leon County Affordable Housing Workgroup (Workgroup) to be staffed jointly by the County and City. On September 20, 2017, the Board scheduled the joint workshop to consider the Workgroup's Final Report on Thursday, October 26, 2017

This ratification item is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

• Support the Joint County-City Affordable Housing Workgroup's efforts to develop a holistic plan for the redevelopment of a multifamily affordable housing project and identification of additional transitional housing opportunities through community partnerships.

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

- (Q4) Support and promote access to basic health and welfare services to our community members most in need.
- (Q5) Support strong neighborhoods.

Analysis:

During the Workshop, the respective staff members jointly presented an analysis of the Workgroup's final report and staff's recommendations. Additionally, presentations were made by Columbia Residential on the status of the master plan for the Orange Avenue Apartments Redevelopment Project and by Purpose Built Communities on their efforts to determine whether the redevelopment project could serve as a model for its network. Following the discussion, the County-City Commissions took the following actions:

- 1. Accepted the Tallahassee-Leon County Affordable Housing Work Group's Final Report
- 2. Approved the following:
 - a. Directed the County and City Housing staffs to hold a joint meeting of the Affordable Housing Advisory Committees at least once a year.
 - b. Authorized staff to explore the viability of establishing an Affordable Housing Leadership Council in conjunction with select members of the Workgroup and United Partners for Human Services and provide a report to the County and City Commissions within 180 days.

Title: Ratification of Actions Taken at the October 26, 2017 Joint County-City Affordable

Housing Workshop

Page 3

November 14, 2017

c. Authorized City staff to work collectively with County staff and the Housing Finance Authority of Leon County to explore partnership opportunities to address affordable housing needs.

- d. Directed County and City Departments, i.e. Public Works, Underground Utilities and Infrastructure, Blueprint and Planning, to include affordable housing as a criterion when prioritizing infrastructure projects.
- e. Directed staff to work with housing partners to evaluate design standards that could be applied countywide.
- f. Directed staff to assess the feasibility of using a Community Land Trust as an affordable housing funding strategy and provide recommendations to the County and City Commissions respectively.
- g. Directed staff to provide periodic status updates on the Orange Avenue Redevelopment Project.
- h. Continued to support the Blueprint IA prioritized funding of the Blueprint 2020 Orange Avenue/Meridian Placemaking Project within the first year of the collection of the one-cent infrastructure surtax to support the redevelopment of the community that surrounds the Orange Avenue Apartments.
- Directed staff to partner with affordable housing organizations and other entities that enhance a livable community and promote sustained homeownership in the neighborhoods surrounding the Orange Avenue Apartments.
- j. Provided a joint formal letter to the Tallahassee Housing Authority and request that they reserve a portion of its funding assistance dollars for permanent supportive housing clients, if available.
- k. Directed staff to work with utility providers to develop recommendations for addressing the problems associated with persons transitioning from homeless shelters to permanent housing, who have outstanding utility bills, and provide a report to the County and City Commissions, respectively.
- 1. Directed the County and City staff to evaluate permanent funding sources for affordable housing.
- m. Directed staff to include the support of full funding of the Sadowski Act into the County and City's respective legislative priorities, with assistance from the Florida Association of Counties and the Florida League of Cities.

Title: Ratification of Actions Taken at the October 26, 2017 Joint County-City Affordable Housing Workshop

November 14, 2017

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In addition to the actions identified above, the Commissions directed staff to address the following:

- 1. With reference to recommendation 2(g), bring back a Joint Resolution supporting the Orange Avenue Redevelopment project upon completion of the Master Plan.
- 2. With reference to recommendation 2(e) have the Office of Economic Vitality provide economic data to Purpose Built Communities and the potential Community Quarterback Organization in support of the Orange Avenue Redevelopment project.
- 3. With reference to recommendation 2(b), as a part of the viability review, explore the Affordable Housing Leadership Council as a public/private partnership.
- 4. With reference to recommendation 2(k), ensure that the Big Bend Continuum of Care is included in the coordination and collaboration of efforts to enhance permanent supportive housing in the community.

Options:

- 1. Ratify the actions taken at the October 26, 2017 Joint County-City Affordable Housing Workshop.
- 2. Do not ratify the actions taken at the October 26, 2017 Joint County-City Affordable Housing Workshop.
- 3. Board direction.

Recommendation:

Option #1.

Leon County Board of County Commissioners

Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney

Title: Second Amendment to Toll Road Operation and Lease Agreement Related to

the Orchard Pond Parkway

Review and Approval:	Herbert W. A. Thiele, County Attorney	
Department/ Division Review:	N/A	
Lead Staff/ Project Team:	Dan Rigo, Assistant County Attorney	

Statement of Issue:

This agenda item seeks approval of an amendment to the Toll Road Operation and Lease Agreement that will clarify the FDOT's designated authority to collect unpaid tolls, as previously agreed upon, by adding a new section providing for the Board's declaration that the collection of unpaid tolls from toll violators on the Orchard Pond Parkway represents a paramount public purpose for which its police power may be imposed.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Second Amendment to Toll Road Operation and Lease Agreement

(Attachment #1) and authorize Chairman to execute.

Title: Second Amendment to Toll Road Operation and Lease Agreement Related to the Orchard

Pond Parkway

November 14, 2017

Page 2

Report and Discussion

Background:

This agenda item requests the Board to approve the proposed Second Amendment to Toll Road Operation and Lease Agreement (Attachment #1) related to the Orchard Pond Parkway (the "Parkway"). The Parkway was constructed by Orchard Pond Greenway, LLC ("OPG") on land leased from the owner, Orchard Pond Parkway, LLC ("OPP"), pursuant to a long-term Toll Road Operation and Lease Agreement (the "Lease"). OPG, as Lessee, operates the Parkway during the term of the Lease. Pursuant to the Tri-Party Infrastructure and Conveyance Agreement approved by the Board July 2013, with subsequent modifications made in the First and Second Addendums approved in February 2015 and April 2016, respectively, the leased property was conveyed by OPP to the County, together with an Assignment and Assumption of Lease. Upon the Board's acceptance of the Assignment on April 15, 2016, the County agreed thereafter to assume, perform, and be bound by all of the terms, covenants, and conditions contained in the Lease.

In order to provide the FDOT's Turnpike Enterprise the authority to enforce the collection of tolls on the Parkway in the same manner as it does for its statewide toll roads, the County and the FDOT, on April 15, 2016, entered into an Agreement for SunPass and Toll-by-Plate Toll Enforcement (the "Toll Enforcement Agreement") (Attachment #2). The Toll Enforcement Agreement is consistent with the County's obligation under the Lease to assist OPG in the enforcement of toll collections. The Lease addresses the enforcement of toll collections in section 3.8 which provides that the County may designate persons to act as toll enforcement officers with sole responsibility for enforcing the collection of tolls on the Parkway. In addition, the County is required to use its reasonable efforts to assist OPG in the establishment and maintenance of fines and similar remedies at the State level for toll violations that infringe upon OPG's rights under the Lease to collect tolls.

The Toll Enforcement Agreement is a companion agreement to an agreement between FDOT and OPG allowing for the use of FDOT's SunPass and Toll-By-Plate toll collection mechanisms on the Parkway. In order to provide for FDOT's enforcement for the payment of those toll collections, it is necessary for the County to delegate its police power and statutory toll enforcement authority to FDOT to enable FDOT's Turnpike Enterprise to enforce the collection of tolls on the Parkway. The Lease, in section 3.9, addresses the County's police power authority to enforce all applicable laws on the Parkway. However, it has come to the attention of FDOT's current staff in the General Counsel's Office that the police power provisions as currently written in the Lease could arguably be questioned as insufficient to specifically authorize FDOT to seek the collection of unpaid tolls from toll violators on the Orchard Pond Parkway. As such, OPG has requested the County to agree to amend the Lease to add unquestionably sufficient police power language to delegate such authority to FDOT.

Title: Second Amendment to Toll Road Operation and Lease Agreement Related to the Orchard

Pond Parkway

November 14, 2017

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Analysis:

The Second Amendment to the Lease proposes to add a new subsection 3.9.4 to provide for the Board's declaration that the collection of unpaid tolls from toll violators on the Parkway represents a paramount public purpose for which its police power may be imposed. The new subsection will state as follows:

3.9.4 The *County*, as Lessor, hereby declares under its police power authority, as derived from the Florida Constitution, Florida Statutes, and any other applicable *Law*, that the collection of *Toll Revenues* from vehicles using the *Toll Road Project* is a vital and necessary component of the continued operation of the *Toll Road Project* and, therefore, the enforcement of such collection activities represents a paramount public purpose. As such, the County hereby authorizes the use of its police power, as necessary, to utilize all means available under applicable *Law* to assist in the collection of unpaid *Toll Revenues* on the *Toll Road Project*, which police power authority may be designated by written agreement to another *Governmental Authority* to the extent allowed by applicable *Law*.

In order for the new subsection 3.9.4 to relate back to the start of FDOT's toll collection activity, the Second Amendment provides for a retroactive effective date as of April 15, 2016, which is the date on which the County agreed to assume, perform, and be bound by all of the terms, covenants, and conditions contained in the Lease by virtue of the Assignment and Assumption of Lease, dated April 15, 2016.

Options:

- 1. Approve the Second Amendment to Toll Road Operation and Lease Agreement (Attachment #1) and authorize Chairman to execute.
- 2. Do not approve the Second Amendment to Toll Road Operation and Lease Agreement.
- 3. Board direction.

Recommendation:

Option #1.

Attachments:

- 1. Second Amendment to Toll Road Operation and Lease Agreement
- 2. Agreement for SunPass and Toll-by-Plate Toll Enforcement (Exhibits A and B are omitted due to their length)

SECOND AMENDMENT TO TOLL ROAD OPERATION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOLL ROAD OPERATION AND LEASE AGREEMENT (the "Second Amendment") is made as of the "Effective Date" (as defined in paragraph 4 below), by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("Lessor" or "County"), as successor and assigns of Orchard Pond Parkway, LLC, a Florida limited liability company ("OPP"), and ORCHARD POND GREENWAY, LLC, a Florida limited liability company, and its successors and assigns ("Lessee").

WITNESSETH:

WHEREAS, OPP, as Lessor's predecessor in interest, and Lessee were parties to that certain Toll Road Operation and Lease Agreement with an *Effective Date* of December 5, 2014 (the "2014 Lease"), whereby Lessee leased from OPP the *Leased Property* as defined in the 2014 Lease and constructed thereon the *Toll Road Project* known as the Orchard Pond Parkway; and

WHEREAS, OPP and Lessee amended the terms of the 2014 Lease with that certain First Amendment to Toll Road Operation and Lease Agreement with an *Effective Date* of April 15, 2016 (the "First Amendment"); and

WHEREAS, the 2014 Lease and any modifications thereto as provided in the First Amendment were thereafter collectively referred to as the "Lease"; and

WHEREAS, by virtue of that certain Assignment and Assumption of Lease dated April 15, 2016, between OPP and the *County*, OPP transferred and assigned all of its right, title, and interest in and to the Lease, and the *County* thereby accepted such assignment made by OPP as agreed thereafter to assume, perform, and be bound by all of the terms, covenants, and conditions contained in the Lease; and

WHEREAS, Lessor and Lessee wish to further amend the terms of the Lease to modify Section 3.9 to provide therein for Lessor's declaration, as a governmental entity, that the collection of unpaid tolls from toll violators on the *Toll Road Project* represents a paramount public purpose for which its police power may be imposed.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.
- 2. <u>Amendment</u>. This Second Amendment shall be attached and incorporated into the 2014 Lease, together with the First Amendment, and thereby become a part thereof by this reference.
- 3. <u>Lease Remains in Full Force and Effect</u>. Except as modified by the provisions hereinbelow, the 2014 Lease, together with the First Amendment, shall remain in full force and effect. The 2014 Lease, together with the First Amendment, and any modifications thereto as provided herein shall be hereinafter collectively referred to as the "Lease."

- 4. <u>Effective Date</u>. This Second Amendment shall be effective NUNC PRO TUNC as of April 15, 2016, which is the date on which the *County* agreed, as recited above, to assume, perform, and be bound by all of the terms, covenants, and conditions contained in the Lease by virtue of the Assignment and Assumption of Lease, dated April 15, 2016.
- 5. <u>Modifications to Section 3.9</u>. Section 3.9 of the 2014 Lease shall be amended to add a new subsection 3.9.4 to read as follows hereinbelow:
 - 3.9.4 The *County*, as Lessor, hereby declares under its police power authority, as derived from the Florida Constitution, Florida Statutes, and any other applicable *Law*, that the collection of *Toll Revenues* from vehicles using the *Toll Road Project* is a vital and necessary component of the continued operation of the *Toll Road Project* and, therefore, the enforcement of such collection activities represents a paramount public purpose. As such, the County hereby authorizes the use of its police power, as necessary, to utilize all means available under applicable *Law* to assist in the collection of unpaid *Toll Revenues* on the *Toll Road Project*, which police power authority may be designated by written agreement to another *Governmental Authority* to the extent allowed by applicable *Law*.

IN WITNESS WHEREOF, the Lessor and the Lessee each has caused this Agreement to be duly executed as of the day and year first above written.

WITNESSES	LESSOR:
	LEON COUNTY, FLORDIA
	By: John E. Dailey, Chairman Board of County Commissioners
Print:	Board of County Commissioners
Date	::
Print:	
ATTEST:	APPROVED AS TO FORM:
Gwendolyn Marshall, Clerk of the Court and Comptroller, Leon County, Florida	Leon County Attorney's Office
BY:	Ву:
	Herbert W. A. Thiele, Esq.
	County Attorney

WITNESSES	LESSEE:
	ORCHARD POND GREENWAY, LLC
	By: SMan Management, LLC Its: Manager
Print:	By: Jeffrey S. Phipps Its: Manager
	Date:
Print:	
STATE OF FLORIDA COUNTY OF LEON	
Jeffrey S. Phipps, as Manager of SM Manager of Orchard Pond Greenway	as acknowledged before me this day of April, 2013, by Ian Management, LLC, a Florida limited liability company, as y, LLC, and on behalf of the company, who is personally known to as identification.
	NOTARY PUBLIC
	PRINTED NAME
	My commission expires:

AGREEMENT FOR SUNPASS AND TOLL-BY-PLATE TOLL ENFORCEMENT AT THE ORCHARD POND PARKWAY BY AND BETWEEN LEON COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT FOR SUNPASS AND TOLL-BY-PLATE TOLL ENFORCEMENT ("Agreement"), is dated this __! & f^n day of April______, 2016, by and between LEON COUNTY, FLORIDA ("COUNTY"), a charter county and political subdivision of the State of Florida, having a business address of 301 South Monroe St, Tallahassee, FL 32301, and the FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"), an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761.

WITNESSETH:

WHEREAS, ORCHARD POND GREENWAY, LLC ("OPG"), as Lessee in a TOLL ROAD OPERATION AND LEASE AGREEMENT entered into on December 5, 2014 with ORCHARD POND PARKWAY, LLC, as Lessor ("OPP") (the "Toll Road Operation Lease"), is presently engaged in the design and construction of a tolled, two-lane arterial road known as Leon County Road 0344 in Leon County, Florida, also known as the Orchard Pond Parkway ("PARKWAY"), as depicted in attached Exhibit A;

WHEREAS, pursuant to the Toll Road Lease, the road, together with any other associated real property improvements ("PARKWAY ROAD IMPROVEMENTS"), will become part of the leased property and will be owned by OPP, while the toll road improvements, fixtures, and equipment associated with the collection of toll revenues and deemed not to be PARKWAY ROAD IMPROVEMENTS, including, but not limited to, administration buildings, collection booths, gantries, and other such toll structures ("PARKWAY TOLL OPERATION IMPROVEMENTS") will remain separate and apart from the leased property and owned by OPG;

WHEREAS, upon completion of PARKWAY, it is the intent and understanding of all parties that ownership of PARKWAY ROAD IMPROVEMENTS shall be transferred from OPP to COUNTY as required by the terms of the TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT with an effective date of August 14, 2013, as

amended on December 5, 2014, by and between OPP, OPG, and COUNTY ("OPP-OPG-COUNTY Agreement") and attached as Exhibit B;

WHEREAS, upon transfer of ownership of PARKWAY ROAD IMPROVEMENTS and assignment and assumption of the Toll Road Operation Lease to COUNTY, OPG will remain the owner of the PARKWAY TOLL OPERATION IMPROVEMENTS and continue its operation of PARKWAY pursuant to the terms of the Toll Road Operation Lease;

WHEREAS, the terms of this Agreement shall not become effective and the DEPARTMENT's obligations under this Agreement will not become effective unless and until legal title to the PARKWAY ROAD IMPROVEMENTS is transferred to the COUNTY as described in the OPP-OPG-COUNTY Agreement and including the condition that one or more deeds are recorded in the Leon County public records evidencing the transfer of legal title and ownership of the PARKWAY ROAD IMPROVEMENTS to the COUNTY;

WHEREAS, section 338.161(5), Florida Statutes (2015), authorizes DEPARTMENT to enter into agreements with public or private transportation facility owners for use of DEPARTMENT's electronic toll collection and video billing systems to collect the tolls imposed in connection with use of such owners' transportation facilities that become interoperable with DEPARTMENT's systems;

WHEREAS, pursuant to section 316.640(1)(b)2.b., Florida Statutes, and Florida Administrative Code Section 14-100.001, DEPARTMENT and COUNTY, for the purpose of enforcing section 316.1001, Florida Statutes, may employ independent contractors or designate employees as toll enforcement officers;

WHEREAS, this Agreement is entered into as a related agreement to an Agreement for SunPass and Toll-By-Plate Toll Collection at the PARKWAY to be entered into by and between OPG and DEPARTMENT (the "OPG Toll Processing Agreement"); and

WHEREAS, COUNTY, as owner of PARKWAY ROAD IMPROVEMENTS, authorizes DEPARTMENT to collect and enforce PARKWAY tolls following the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

- 1. <u>Recitals.</u> The above recitals are true and correct and form a material part of this Agreement.
- 2. Effective Date. The "Effective Date" of this Agreement shall be the date that falls five (5) business days immediately following the Department's receipt of a copy of one or more deeds that have been recorded in the Leon County public records evidencing the transfer of legal title and ownership of the PARKWAY ROAD IMPROVEMENTS to the COUNTY, along with an unqualified written opinion of OPP's legal counsel concluding that the COUNTY is the sole legal owner of the PARKWAY ROAD IMPROVEMENTS.

3. Toll Collection and Enforcement by DEPARTMENT.

- a. Subject to and following the Effective Date as described in Paragraph 2 above, and following execution of the OPG Toll Processing Agreement between OPG and DEPARTMENT, the DEPARTMENT will utilize its business rules, technical processes, and administrative procedures (collectively "Business Rules") to process toll transactions received from OPG. DEPARTMENT's Business Rules may be modified, deleted or new rules adopted by DEPARTMENT from time to time. New Business Rules and changes to existing Business Rules and deletions of Business Rules will be effective immediately upon adoption by DEPARTMENT. To the extent possible, notice will be provided for any changes to the Business Rules (i.e., additions, deletions and modifications) prior to the rule taking effect. Tolls will be processed in the order received by DEPARTMENT's account management systems.
 - i. In addition to the toll processing and collection services provided for in the OPG Toll Agreement, DEPARTMENT may, at its sole discretion, provide the following toll enforcement services:
 - 1) If a TOLL-BY-PLATE® invoice remains unpaid, DEPARTMENT may, at its sole discretion in accordance with its Business Rules initiate a motor vehicle license plate or revalidation sticker

registration hold process ("Registration Hold Process"), issue a Uniform Traffic Citation ("UTC"), refer the unpaid balance to a collection agency under contract with DEPARTMENT, or initiate other collection activities in accordance with DEPARTMENT Business Rules. If such action by DEPARTMENT results in subsequent collection of such unpaid TOLL-BY-PLATE® invoice amounts, DEPARTMENT will remit to OPG only the toll amount collected. DEPARTMENT will retain all fines and any fees paid by the customer. The initiation of a Registration Hold Process presently is the preferred toll enforcement option, but the preferred option may change from time to time. DEPARTMENT shall have no obligation to issue a UTC with respect to any toll violation, and DEPARTMENT may limit the total number of UTCs filed with a court during any given month.

- 2) DEPARTMENT may receive UTC toll and fine amounts paid by customers directly to DEPARTMENT. DEPARTMENT will remit to OPG the toll portion of such DEPARTMENT-collected transactions occurring on the PARKWAY. Additionally, if DEPARTMENT receives payments from the Florida Department of Revenue (DOR) for tolls and UTC fines collected by a Leon County Court for toll transactions occurring on toll facilities located in Leon County, including the PARKWAY, DEPARTMENT will retain all such UTC fines received from DOR. However, DEPARTMENT will distribute to OPG a portion of the toll amounts received from DOR based on a pro rata allocation. Such toll amount will be derived by comparing DEPARTMENT-collected UTCs for the PARKWAY to DEPARTMENT-collected UTCs for all DEPARTMENT-operated toll facilities in Leon County. The resulting pro rata percentage for the PARKWAY will be applied to the estimated toll portion of the DOR UTC payments to determine the amount paid to OPG. Such amounts periodically will be remitted by DEPARTMENT to OPG, but these toll amounts are expected to be de minimis.
- b. The COUNTY authorizes DEPARTMENT and its employees, contractors, consultants, and representatives, on behalf of the COUNTY, to utilize all means available under applicable laws to collect PARKWAY toll revenue, including, without limitation, initiating a Registration Hold Process, issuing

UTCs and filing UTCs with the court, issuing notices and invoices, and authorizing collection by third party debt collectors. To the extent necessary to implement the authorization set forth in this subparagraph, and for no other purpose, the COUNTY's authorization includes a delegation of authority to DEPARTMENT with respect to the COUNTY's police powers to enforce toll payments for use of the PARKWAY pursuant to the provisions of the Florida Uniform Traffic Control Law. Pursuant to section 316.640 (1)(b)2.b., Florida Statutes, the COUNTY shall, within sixty (60) days following the Effective Date, designate as toll enforcement officers for the COUNTY, and authorize them to issue UTCs on behalf of the COUNTY, one or more persons who are identified by and serving as toll enforcement officers with the DEPARTMENT.

- c. The COUNTY authorizes and directs DEPARTMENT to remit to OPG all PARKWAY toll revenues collected by DEPARTMENT. The COUNTY shall provide DEPARTMENT and OPG with written notice no less than 180 days in advance of any change in this authorization regarding remittance of PARKWAY toll revenues.
- d. The DEPARTMENT shall be compensated for performing its toll processing and toll collection services in accordance with the terms of the OPG Toll Processing Agreement and any subsequent amendments, renewals, or replacements of such agreement.
- **4.** <u>Term.</u> The initial term of this Agreement shall commence upon the Effective Date and shall continue until the first of the following events shall occur:
 - a. This Agreement has been terminated pursuant to Section 5 of this Agreement; or
 - b. The OPG Toll Processing Agreement expires and is not renewed by its parties; or
 - c. The OPG Toll Processing Agreement is terminated.

5. Termination.

a. Either party may terminate this Agreement for convenience, without reason or cause, by providing the other party at least one hundred eighty (180)

- calendar days prior written notice. Any such notice shall state the date on which the termination of this Agreement will become effective.
- b. Either party may terminate this Agreement for cause upon thirty (30) calendar days prior written notice unless the defaulting party cures the default within the thirty day period. However, for defaults that cannot reasonably be cured within thirty days, the Agreement shall not be terminated for cause if the defaulting party promptly commences to cure the default and continues diligently to complete the cure until the default is completely cured.
- c. Notice of termination shall be provided in accordance with Paragraph 6 herein below.
- 6. Notices. Whenever either party desires to provide notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, confirmed email, or by overnight courier with delivery confirmation, or by hand-delivery with a request for a written receipt or acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. The parties further agree that any notices provided to a party herein, shall be provided to OPG's designee, at the same time and in the same manner provided to said party. For the present, the parties and OPG designate the following as the respective places for giving of notice:

COUNTY

Leon County Administrator 301 S. Monroe Street Tallahassee, Florida 32301

With copy to: Leon County Attorney's Office 301 S. Monroe Street, Suite 202 Tallahassee, Florida 32301

DEPARTMENT:

Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters
Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, Florida 34761

With Copy to:
Chief Counsel
Florida's Turnpike Enterprise
Turnpike Headquarters
Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, Florida 34761

OPG:

500 Orchard Pond Road Tallahassee, Florida 32312 Attn: Jeffrey S. Phipps, Manager SMan Management, LLC,

- 7. <u>Records.</u> All documents associated with this Agreement shall be maintained in accordance with the State of Florida Records Retention Schedule. Except for records that are exempt from public disclosure under the provisions of Section 338.155 (6) or 316.0777, Florida Statutes, or any other applicable statutory exemption as may now or in the future exist, copies of these documents and records shall be furnished by either party upon request.
- 8. <u>Section 339.135 (6) (a), Florida Statutes.</u> DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. DEPARTMENT shall require a statement from the Comptroller of

DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, DEPARTMENT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

- 9. <u>Amendment.</u> No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed and delivered by the parties hereto.
- 10. Governing Law and Venue. The laws of the State of Florida shall solely govern the validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties to this Agreement. The venue for any action in connection with this Agreement shall be any court of competent jurisdiction in Leon County, Florida.
- 11. <u>Employees.</u> COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of COUNTY to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, independent contractor, consultant, individual or firm, other than a bona fide employee employed by COUNTY. DEPARTMENT warrants that it has not employed or obtained any company or person, other than bona fide employees of DEPARTMENT to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, independent contractor, consultant, individual or firm, other than a bona fide employee employed by DEPARTMENT.
- **12.** <u>Americans with Disabilities.</u> Both parties agree to comply with Titles I and II of the Americans with Disabilities Act of 1990, as well as state and federal civil rights laws, and each party agrees to comply with its own rules and ordinances for implementation thereof.
- 13. Acts and Omissions. DEPARTMENT is an executive agency and COUNTY is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by DEPARTMENT or by COUNTY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political

- subdivision of the State of Florida to be sued by third-parties in any matter arising out of this Agreement or any other contract.
- **14.** Remaining Provisions. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- **15.** <u>Truth and Accuracy.</u> The truth and accuracy of each recital clause set forth above is acknowledged by the parties.
- **16.** <u>Authority to Execute.</u> The individuals executing this Agreement on behalf of each party have full authority to execute this Agreement on behalf of the party for whom they are acting herein.
- 17. Complete Agreement. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained herein. No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto.
- **18.** Original Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.
- **19.** Execution. This Agreement shall be effective, as of the Effective Date, following the requisite legal approval and execution by DEPARTMENT and COUNTY.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative have made and executed this Agreement as of the date represented above.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
BY: Diane Gutierrez-Scaocetti Executive Director and Chief Executive Officer Florida's Turnpike Enterprise
ATTEST [Seal] Executive Secretary
Legal Review: BY Legal Counsel
LEON COUNTY, FLORIDA
By: [Seal] Bill Proctor, Chairman Board of County Commissioners
ATTEST: John Stold, Dynty Club Bob Inzer, Clerk of the Circuit Court and Comptroller, Leon County, Florida
Herbert W. A. Thiele, Esq. 4/14/16 Leon County Attorney

Leon County Board of County Commissioners

Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Modification to the Florida Division of Emergency Management, Fiscal Year

2016, State Homeland Security Grant

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Kevin Peters, Director, Division of Emergency Management Timothy Barden, Budget Manager Eryn D. Calabro, Senior Management and Budget Analyst

Statement of Issue:

This item seeks authorization to modify the agreement with the Florida Division of Emergency Management, Fiscal Year 2016, State Homeland Security Grant to extend the deadline from December 31, 2017 through February 28, 2018 due to the impacts of Hurricane Irma.

Fiscal Impact:

This item has a fiscal impact to the County. The remaining funds to expend prior to the end of the agreement are \$36,071. Without an extension, a portion of the funds may remain unexpended and be returned to the state.

Staff Recommendation:

Option #1: Approve the modification to the agreement with the State of Florida, Division of

Emergency Management and authorize the County Administrator to execute

(Attachment #1).

Title: Modification to the Florida Division of Emergency Management, Fiscal Year 2016, State

Homeland Security Grant

November 14, 2017

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Report and Discussion

Background:

During the December 13, 2016 Workshop on the Hurricane Hermine After-Action Report, staff provided a presentation on the report detailing the activities of Leon County and partner agencies in preparing for, responding to, and recovering from Hurricane Hermine. One of the recommendations in the report was to direct staff to return the emergency management functions on a year-round basis under the Board of County Commissioners, reporting to the County Administrator.

On January 24, 2017, the Board approved the return the day-to-day oversight of Leon County Emergency Management under the Board, reporting to the County Administrator. With this realignment, state emergency management grants previously managed by the Sheriff were officially transferred to the County on March 7, 2017.

Analysis:

Upon realignment of the Emergency Management department and its grants from Leon County Sheriff's office to the Leon County Board of County Commissioners, planning for the remaining grant activities was proactively scheduled around this transition of administration. The intention was to conduct three courses this fall with the training funds; however, due to Hurricane Irma and the ongoing recovery activities, the initial course, L954 All Hazard ICS Safety Officer, planned for September had to be rescheduled.

While attempting to move this training and not impede the other training courses already scheduled, and upcoming holidays in November and December, the Emergency Management department determined it was not practicable to reschedule this training without interrupting the ongoing recovery efforts from Hurricane Irma.

Due to this scheduling difficulty, the Emergency Management requested that the Office of Management and Budget contact the Florida Division of Emergency Management for an extension of the agreement deadline until February 28, 2018. The Florida Emergency Management grant office approved the request and sent a modification drafted by the State for execution by the County which extends the agreement deadline from December 31, 2017 through February 28, 2018. The extension will allow for the course to be offered in January or early February 2018. The course, L954 All Hazards ICS Safety Officer, has been identified on the Region 2 Multi-year training an exercise plan as a regional priority course.

Title: Modification to the Florida Division of Emergency Management, Fiscal Year 2016, State Homeland Security Grant

November 14, 2017

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Options:

- 1. Approve the modification to the agreement with the State of Florida, Division of Emergency Management and authorize the County Administrator to execute (Attachment #1).
- 2. Do not approve the modification to the agreement with the State of Florida, Division of Emergency Management and authorize the County Administrator to execute.
- 3. Board direction.

Staff Recommendation:

Option #1

Attachment:

1. Modification #1 to the Agreement with the Florida Division of Emergency Management, Fiscal Year 2016, State Homeland Security Grant.

MODIFICATION #1TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND LEON COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Leon County, Florida ("Recipient"), to modify Contract Number **17-DS-V4-02-47-01-369**, which began on June 9, 2017 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant program of **\$48,496.00**;

WHEREAS, the Agreement expires on December 31, 2017; and,

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- 1. The agreement is hereby extended.
- 2. Paragraph 8 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties and shall end on **February 28**, **2018**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: LEON COUNTY, FLORIDA
By:
Name and Title: Vincent S. Long, County Administrator
Date:
ATTEST: Gwendolyn Marshall, Clerk of Court & Comptroller Leon County, Florida
BY:
Approved as to Form: County Attorney's Office
BY:
Herbert W.A. Thiele, Esq.
DIVISION OF EMERGENCY MANAGEMENT
By:
Name and Title: Michael Kennett, Deputy Director
Date:

Leon County Board of County Commissioners

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

November 14, 2017

To: Honorable Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revision to Leon County Personnel Policies and Procedures

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

Statement of Issue:

This item proposes an amendment to the Personnel Policies and Procedures, Section VII - Attendance and Leave – Annual Leave Sell Back Program. This amendment would allow the County Administrator authority to grant eligibility to an employee who could not meet program eligibility requirements due to unforeseen work related reasons.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt proposed revised Personnel Policies and Procedures, Section VII -

Attendance and Leave – Annual Leave Sell Back Program (Attachment #1).

Title: Proposed Revision to Leon County Personnel Policies and Procedures

November 14, 2017

Page 2

Report and Discussion

Background:

The Annual Leave Sell Back program allows qualifying employees to voluntarily request and receive compensation for up to 40 hours of annual leave each year the program is offered. To qualify for annual participation, employees must use no less than 40 hours of annual leave prior to submitting their request to sell back a portion of their annual leave, and have a balance of no less than 120 hours of annual leave after the request is processed for payment.

Analysis:

The policy is designed to encourage employees to use accumulated leave. Most employees are able to schedule time away from work, and are able to meet the requirements of the policy. However, during this year, several staff were unable to take requested and scheduled leave due to the activation of the emergency operations center thereby making the employees ineligible for the leave sell back program. To address this situation and other unforeseen work situations which require employees to cancel scheduled leave, it is recommended a policy amendment be approved. The policy amendment allows the County Administrator to waive the leave use requirement for individual employees on a documented case-by-case basis.

Options:

- 1. Adopt proposed revised Personnel Policies and Procedures, Section VII Attendance and Leave Annual Leave Sell Back Program (Attachment #1).
- 2. Do not adopt proposed revised Personnel Policies and Procedures, Section VII Attendance and Leave Annual Leave Sell Back Program.
- 3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed revised Personnel Policies and Procedures, Section VII - Attendance and Leave - Annual Leave Sell Back Program

- 9. Alleged abuse of the Sick Leave Pool shall be investigated by the Administrator of the Pool, and if warranted, the participating employee shall repay all sick leave credits drawn from the Pool and may have his or her membership in the Pool canceled by majority vote of the Committee. In addition, the employee may be subject to disciplinary action.
- 10. Emergency Requests for Contributions. In the event that requests for Sick Leave Pool assistance exceeds available hours, an emergency request for contributions will be sent in writing to all members. Emergency contributions may not exceed 80 hours per contributing employee and may not deplete the employee's sick leave balance below 64 hours. Non-members may join the pool during emergency contribution requests providing they meet membership requirements.

7.25. Annual Leave Sell Back Program

Leon County shall provide an Annual Leave Sell Back program unless the County Administrator otherwise recommends, and the Board approves, that an Annual Leave Sell Back program will not be offered for a particular year. Leon County's Annual Leave Sell Back program will be administered in accordance with procedures developed by the County Administrator and maintained by the Division of Human Resources, and in accordance with the following policy provisions. For the purposes of this section, the term "Contract Employees" shall mean persons employed by the Board of County Commissioners on a contractual basis; the term "Regular Employees" shall mean persons who are employed by the Board of County Commissioners on an other than contractual basis; and the term "Employees" shall mean both Regular Employees and Contract Employees.

- A. Regular Employees may voluntarily request and receive compensation for **no less** than eight hours and no more than 40 hours of their accrued annual leave balance and Contract Employees may voluntarily request and receive compensation for **no less than eight hours and no more than 100 hours** of their accrued annual leave balance each year that an Annual Leave Sell Back program is offered, in accordance with the following:
 - 1. Leon County shall provide an annual election window each year that the Annual Leave Sell Back program is offered. Each year that the Annual Leave Sell Back program is offered, the election window (1) shall not close earlier than September 1, and (2) shall not close later than the time required to process and distribute payment for Sell Back elections, that were timely and properly submitted, by no later than the last payroll in December.
 - 2. Employees requesting to sell back annual leave shall timely and properly submit their Sell Back election during the annual election window. Once the annual election window closes, the employee's Sell Back election is irrevocable and employees cannot increase, reduce or choose to use the annual leave hours the employee elected to sell back in any other way;

- 3. Employees shall have an accrued annual leave balance of no less than 120 hours (1) at the time employee's Sell Back election is submitted, and (2) at the time employee's annual leave sell back is processed for payment. If sufficient accrued annual leave is not available, employee's sell back hours will be reduced accordingly, so that each employee's accrued annual leave balance will not be less than the requisite 120 hours (1) at the time the employee's Sell Back election is submitted, and (2) at the time the employee's annual leave sell back is processed for payment;
- 4. Employees shall have accrued no less than 40 hours of annual leave (1) during the calendar year in which the Sell Back election is submitted, and (2) prior to employee's submission of employee's Sell Back election;
- 5. Employees shall have used no less than 40 hours of annual leave (1) during the calendar year in which the Sell Back election is submitted, and (2) prior to employee's submission of employee's Sell Back election; and
- 6. Employee's Sell Back elections shall be for whole hour increments of accrued annual leave time. Sell back payments shall not be made for partial hours of accrued annual leave time.
- 7. Employees are precluded from transferring unused sick leave to annual leave, in accordance with Section 7.17 Credit for Unused Sick Leave, and also participating in the Annual Leave Sell Back Program during the same calendar year.
- B. Employees shall be paid for the annual leave they sell back to Leon County at the employee's rate of pay at the time the sell back payment is processed, on an hour-for-hour basis.
- C. Employee's accrued annual leave balance shall be reduced by the number of hours the employee sells back to Leon County, on an hour-for-hour basis.
- D. Employees shall receive compensation for employee's annual leave sell back hours prior to the last payroll in December each calendar year that the Annual Leave Sell Back program is offered, to the extent such Sell Back elections are timely and properly submitted and received.
- E. Employee's Sell Back elections that are not timely and properly submitted and received may be denied and not processed for payment.
- F. The County Administrator has authority to grant eligibility to an employee, on a case by case basis, who, due to unforseen workload issues, would not meet the program's eligibility requirements. A request for consideration must be in writing and submitted to Human Resources prior to December 1st of the enrollment year.

Leon County Board of County Commissioners

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on a Tourism Marketing Initiative with the Knight Creative

Communities Institute

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Tourism Development Chris L. Holley II, Assistant to the Director

Statement of Issue:

This agenda item seeks the Board's acceptance of a status report and project update on a Tourism marketing initiative to support a Knight Creative Communities Institute (KCCI) campaign to help reinvigorate the #iHeartTally brand. Since the Board's previous acceptance of this joint marketing initiative on July 11, 2017, KCCI has provided a modified design concept which has also been approved by the Tourist Development Council (TDC).

Fiscal Impact:

As previously presented to the Board, adequate funds are available in the FY 2018 Tourism Development marketing budget in the amount of \$35,000 for this initiative.

Staff Recommendation:

Option #1: Accept the status report on a Tourism marketing initiative with the Knight

Creative Communities Institute.

Title: Status Report on a Tourism Marketing Initiative with the Knight Creative Communities

Institute

November 14, 2017

Page 2

Report and Discussion

Background:

At the June 22, 2017 Tourist Development Council (TDC) meeting, Knight Creative Communities Institute (KCCI) made a presentation requesting \$35,000 in support for a #iHeartTally campaign which includes a large permanent public art installation along the western end of the pedestrian bridge at Cascades Park and a smaller mobile structure for use at a variety of local events.

It was anticipated that the City of Tallahassee would match the Leon County investment of \$35,000 and KCCI committed to raise the balance of the proposed \$149,136 through private funding sources. Following the presentation by KCCI, the TDC unanimously supported this #iHeartTally campaign and the reallocation of \$35,000 from the marketing budget which had previously been designated to incentivize JetBlue air service.

On July 11, 2017 the Board accepted a status report on marketing initiatives from the Division of Tourism Development which outlined an #iHeartTally campaign to include a large permanent public art installation along the western end of the pedestrian bridge at Cascades Park and a smaller mobile structure for use at a variety of local events (Attachment #1). Leon County Tourism Development now owns the smaller structure which was debuted at the Florida Jazz and Blues Festival on October 28 and 29, and will continue to be displayed at local events such as: Springtime Tallahassee, Word of South Festival, Capital City Amphitheater concerts, cross country events at Apalachee Regional Park, participating T.O.U.R. Guide partners on program days, the annual Marketing Rollout, events receiving grant funding, etc.

Since the Board's acceptance of this joint marketing initiative, KCCI has provided a modified design concept which has been approved by the TDC. This item provides a status report on the marketing initiative with KCCI and seeks the Board's acceptance.

Analysis:

At the November 1, 2017 TDC meeting, KCCI presented a project and budget update with recommended design changes after feedback from community stakeholders and potential sponsors (Attachment #2). KCCI received community feedback concerning the inclusion of the hashtag as a permanent piece of art, along with the use of "Tally" to represent Tallahassee. The new features incorporate the #iHeartTally brand and aesthetics from the original design with a more timeless dynamic structure that offers multiple experiences depending on the time of day.

The updated project budget of \$95,750, a reduction of \$53,386, is now supported by in-kind contributions from the City of Tallahassee and other private partners as well as the \$35,000 from Leon County Tourism funds. To date, more than 37 businesses or individuals have made financial contributions for the permanent structure with more anticipated due to the new design. With more than half of the project funds raised, the master craftsman can now begin construction and anticipate a 60-90 day project completion timeline.

Title: Status Report on a Tourism Marketing Initiative with the Knight Creative Communities Institute

November 14, 2017

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The TDC unanimously supported the new design as it maintains the integrity of the County's iHeartTally brand while also maintaining a level of modernity that will stay relevant into the future.

Options:

- 1. Accept the status report on a Tourism marketing initiative with the Knight Creative Communities Institute.
- 2. Do not accept the status report on a Tourism marketing initiative with the Knight Creative Communities Institute.
- 3. Board Direction.

Recommendation:

Option #1.

Attachments:

- 1. July 11, 2017 agenda item Acceptance of the Marketing Status Report from the Division of Tourism Development
- 2. KCCI #iHeartTally Project Update

Leon County Board of County Commissioners

Agenda Item #26

July 11, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Marketing Initiatives from the Division of Tourism

Development

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Tourism Development Chris L. Holley II, Assistant to the Director

Statement of Issue:

This agenda item seeks the Board's acceptance of a status report on marketing initiatives in Tourist Development's advertising budget, realigning funds initially allocated to incentivize JetBlue air service to support a Knight Creative Communities Institute campaign to help reinvigorate the #iHeartTally brand.

Fiscal Impact:

As recommended by the Tourist Development Council (TDC), this item has a fiscal impact of \$35,000 to support the #iHeartTally campaign. Funding is available in the FY 2017 Tourism Development marketing budget through the reallocation of \$35,000 previously budgeted for incentives for JetBlue service.

Staff Recommendation:

Option #1: Accept the status report on the marketing initiatives from the Division of Tourism

Development.

Title: Status Report on Marketing Initiatives from the Division of Tourism Development

July 11, 2017

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Report and Discussion

Background:

On March 8, 2016 the Board accepted a status report on the Tourism Division's marketing efforts to drive visitation to Leon County during the spring season and ongoing efforts to support possible new JetBlue air service to and from the Tallahassee International Airport and Fort Lauderdale International Airport (Attachment #1).

The Tourism Division worked with the County's advertising agency of record to develop a \$40,000 advertising package targeting southeast Florida, within the existing marketing budget, to drive visitation from greater Fort Lauderdale to Tallahassee on JetBlue. A sales campaign was also developed for travel agents, meeting planners, group organizers, and other consumers to generate additional air traffic to Tallahassee. At this time, it has been confirmed that JetBlue service to Tallahassee will not come to fruition this fiscal year.

Analysis:

At the June 22, 2017 Tourist Development Council (TDC) meeting, Knight Creative Communities Institute (KCCI) made a presentation requesting \$35,000 in support for a #iHeartTally campaign which includes a large permanent public art installation along the western end of the pedestrian bridge at Cascades Park and a smaller mobile structure for use at a variety of local events (Attachment #2). It is anticipated the City of Tallahassee will match the Leon County investment of \$35,000 and KCCI has committed to raise the balance of the proposed \$149,136 through private funding sources. Following the presentation by KCCI, the TDC unanimously supported this #iHeartTally campaign and the reallocation of \$35,000 from the marketing budget which had previously been designated to incentivize JetBlue air service.

Should the Board accept this status report the County will own the smaller structure and will contribute to the larger permanent installation which will be owned and maintained by the City of Tallahassee given its location at the foot of the Cascades Park pedestrian bridge. Upon completion of the '#iHeartTally' mobile structure, the Division of Tourism Development will be responsible for storing, coordinating transportation to/from various events and/or businesses and managing the booking calendar for where the structure will be displayed.

The Division has ample storage space for housing the mobile structure when it is not on display. Based on the spec dimensions provided by the fabricator, the Tourism Division van should be adequate for transporting the structure to/from display sites. Additionally, the Tourism staff will manage the booking calendar for where the structure will be displayed throughout the year, collaborating with the 2017 KCCI Catalyst Team on additional potential locations. The mobile structure will be displayed at local events such as: Springtime Tallahassee, Word of South Festival, Capital City Amphitheater concerts, cross country events at Apalachee Regional Park, participating T.O.U.R. Guide partners on program days, the annual Marketing Rollout, events receiving grant funding, etc.

Title: Status Report on Marketing Initiatives from the Division of Tourism Development July 11, 2017
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Options:

- 1. Accept the status report on marketing initiatives from the Division of Tourism Development.
- 2. Do not accept the status report on marketing initiatives from the Division of Tourism Development.
- 3. Board Direction.

Recommendation:

Option #1.

Attachments:

- 1. March 8, 2016 agenda item Acceptance of the Marketing Status Report from the Division of Tourism Development
- 2. KCCI #iHeartTally Campaign Proposal

2017 KCCI #iHeartTally Project Update

A Knight Creative Communities Initiative

The 2017 KCCI Community Catalyst team has been working to bring to the Tallahassee community a public art piece that creates a sense of place and activates a burgeoning part of our city while also catalyzing Leon County Tourism/Visit Tallahassee's iHeartTally marketing campaign. This project's mission is to use public art as a catalyst to celebrate the diversity of experiences that make Tallahassee a great place to visit and live while spurring the revitalization of the emerging South Monroe (SOMO) district, a currently underserved area of our city.

To further the brand excitement of #iHeartTally, the Catalysts successfully worked with Leon County Tourism to create a mobile version of the popular hashtag iHeartTally. This mobile piece will debut at

the Florida Jazz and Blues Festival Oct. 28-29 and will begin traveling around the community.



In addition, the KCCI team worked with muralist Cosby Hayes, the City of Tallahassee and Leon County Tourism in May to brighten the entrance of Kleman Plaza by painting a colorful representation of #iHeartTally. The mural has received significant positive feedback and local media coverage, which generated additional excitement for Visit Tallahassee's campaign.

Recommended Change:

Based on significant feedback and conversations with community stakeholders and potential sponsors, the KCCI team is recommending a updated design for the permanent public art piece that will also create a new mini-park experience. The original design intent was to directly reflect the Visit Tallahassee #iHeartTally brand. This original design portrayed a stacked 10 foot sculpture, and the team began soliciting support in a variety of manners: from monetary sponsorships and in-kind structural/park development support to community buy in. During that process we found that businesses and individuals were thrilled with the idea and location; however, we came across some hesitation with the literal representation of this virtual concept in structural form. Specifically, hesitations included the use of the hashtag as a permanent piece of art, along with the use of "tally" to represent Tallahassee.

Additionally, as we worked through the design components of the project, we found it wasn't feasible to raise sufficient funds within the set time frame for the original design. Taking that into consideration, as well as other feedback, the proposed changes to sculptural design maintains the integrity of the Visit Tallahassee iHeartTally brand, while also maintaining a level of modernity that will stay relevant for years to come and keeps the project affordable. The use of "TLH" builds on Visit Tallahassee and KCCI's mission to brand Tallahassee and utilizes the airport abbreviation that has become synonymous with so many other cities identities. The new design captures the essence of the iHeartTally brand in a more conceptual way, while staying true to the concept behind the original design. The structure will still be built out of core 10 steel and will use reclaimed cypress siding. This will allow it to have the same look and feel of the #iHeartTally design. At night the sculpture will be lit from within to reveal perforated holes in the face of the sculpture. These perforations will spell out iHeartTally and other symbols/key words from Visit Tallahassee's branding initiative. The coupling of

these new features with some of the aesthetics of our original design will create a more timeless dynamic structure, one that offers multiple experiences depending on the time of day you visit the sculpture.

Budget Overview:

Updated Budget: \$95,750 (reduction of \$53,386, from original \$149,136)

In-Kind Contributions from Public/Private Partners: \$60,000

Leon County Tourism Funds Contributed toward overall project: \$35,000 (In June 2017 funding was allocated)

More than 37 businesses or individuals have made financial contributions for the permanent structure to date. With the new design, we expect a more sponsors to come on board, and fully cover the outstanding amount needed to complete the project.

Original Design:



New Design:



Leon County Board of County Commissioners

Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12 November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Voluntary Annexation Proposal from Joan Wadsworth West Revocable Trust

to Annex Property Located at 4840 Thomasville Road

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division Weldon Richardson, Senior Planner, Development Services

Statement of Issue:

As required by the Tallahassee-Leon County 2030 Comprehensive Plan, this proposed voluntary annexation item is being brought to the Board for review and comment.

Fiscal Impact:

This proposed voluntary annexation item has a minimal fiscal impact. The County currently collects an annual \$85.00 stormwater fee and a \$40.00 solid waste fee from the site; revenue which would no longer be collected.

Staff Recommendation:

Option #1: Do not object to the proposed voluntary annexation of property located at 4840

Thomasville Road.

Title: Voluntary Annexation Proposal from Joan Wadsworth West Revocable Trust to Annex Property Located at 4840 Thomasville Road

November 14, 2017

Page 2

Report and Discussion

Background:

As required by the Tallahassee-Leon County 2030 Comprehensive Plan and implemented through the Tallahassee-Leon County Interlocal Agreement, this voluntary annexation item is being brought to the Board for review and comment. Golden Oak Land Group, LLC, is requesting voluntary annexation of the subject property into the City of Tallahassee. According to the Leon County Property Appraiser's Database, the subject parcel is owned by Joan Wadsworth West Revocable Trust, parcel identification number 14-33-20-142-000-0. The subject property is a metes and bounds parcel consisting of approximately 3.42 acres. The referenced parcel is located approximately 796 linear feet south of the intersection of Ox Bottom Road and Thomasville Road.

Analysis:

The subject parcel is zoned Residential Preservation (RP) and is designated Residential Preservation (RP) on the Future Land Use Map of the Comprehensive Plan (Policies 2.2.3 of the Tallahassee/Leon County Comprehensive Plan). The referenced parcel is located inside the Urban Service Area. It is currently developed with two (2) single-family dwelling units and one (1) accessory building with an approximate combined square footage of 3,363 sq. ft. A map showing the location of the parcel proposed to be annexed is included as Attachment #1.

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan, and the Interlocal Agreement for Annexation Procedures between Leon County and the City of Tallahassee. Specifically, the Interlocal Agreement provides in part:

That the City Annexation Plan together with the petition for each annexation be provided by the City to the County Administrator, the Director of Development Support and Environmental Management and the County Attorney at least twenty (20) calendar days prior to the first reading of the Ordinance considering such annexation and at least five (5) calendar days prior to the next regularly scheduled County Commissioners ("Board") meeting. The Board shall have the opportunity to review, comment and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation Ordinance by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation Ordinance.

The applicant has indicated in their petition for annexation a desire to develop the site as a residential subdivision and has included a conceptual plan for development. The City of Tallahassee has indicated in their proposed Ordinance (No. 17-O-42) that they are committed to providing municipal services to the referenced property. Both the applicant's petition for voluntary annexation and the proposed Ordinance are included as Attachment #2. The proposed Ordinance will be introduced to the City Commission on November 8, 2017. It is scheduled to

Title: Voluntary Annexation Proposal from Joan Wadsworth West Revocable Trust to Annex Property Located at 4840 Thomasville Road

November 14, 2017

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be presented at a Public Hearing by the City Commission on December 6, 2017, for the purposes of finalizing this annexation.

The County and City Administrations have instituted procedures to implement annexation provisions. The City submits information and analyses for review by County staff. County staff comments on the proposed voluntary annexation are:

- 1. <u>County Attorney:</u> The County Attorney has indicated that the proposed annexation appears to comply with Chapter 171 of the Florida Statutes.
- 2. <u>Public Works:</u> The Public Works Department finds the County currently collects an \$85.00 stormwater fee and a \$40.00 solid waste fee from the site which will be lost upon annexation.
- 3. <u>Development Services:</u> The Division finds that the proposed annexation would not have any impacts to the County's Concurrency Management System. A list of property owners within 500 feet of the subject parcel involved in the annexation has been provided as Attachment #3.
- 4. <u>Environmental Services:</u> The Division does not object to the proposed annexation.
- 5. <u>Planning, Land Management & Community Enchancement (PLACE):</u> The Tallahassee/ Leon County Department of PLACE finds that the proposed annexation request is consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy 2.1.4 are adequately addressed. These criteria are outlined in a memorandum from the Department of PLACE Attachment #4.

Options:

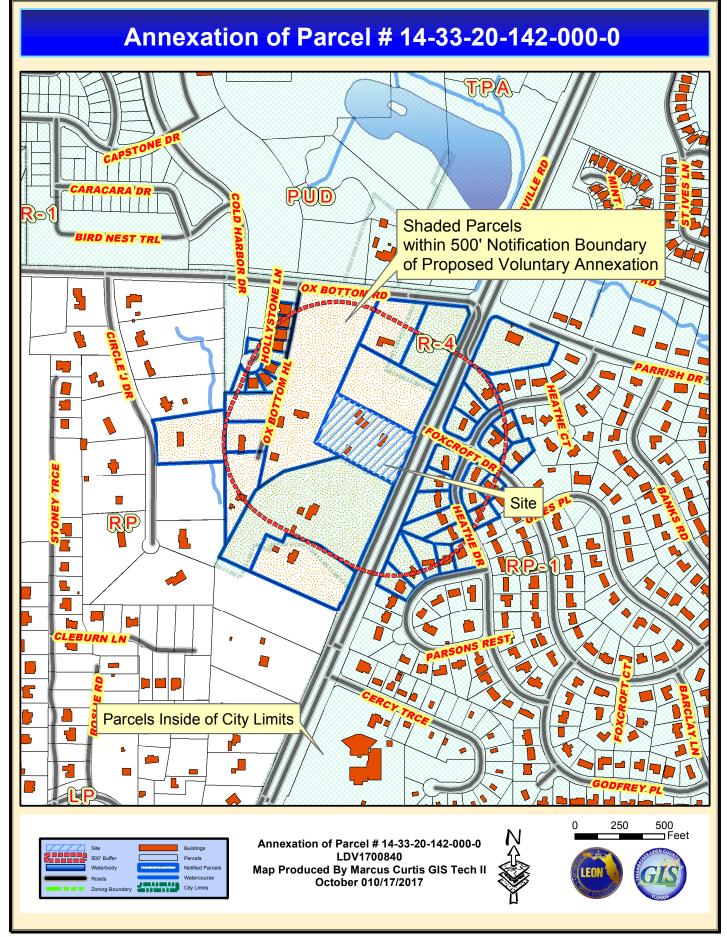
- 1. Do not object to the voluntary annexation proposal from Joan Wadsworth West Revocable Trust to annex property located at 4840 Thomasville Road.
- 2. Object to the voluntary annexation proposal from Joan Wadsworth West Revocable Trust to annex property located at 4840 Thomasville Road.
- 3. Board direction.

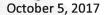
Recommendation:

Option #1.

Attachments:

- 1. Location map
- 2. Request for Annexation from Joan Wadsworth West Revocable Trust and Ordinance (No.17-O-42)
- 3. List of Property Owners within 500 feet of the referenced parcel
- 4. Memorandum from the Department of PLACE, dated October 12, 2017







An All-America City

Mr. Ryan Culpepper
Development Services Director
Leon County Department of Development Support
& Environmental Management
435 North Macomb Street
Tallahassee, FL 32301

RE: Annexation of 4840 Thomasville Road - Parcel # 14-33-20-142-0000

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of 4840 Thomasville Road — Parcel # 14-33-20-142-0000 for your review and use. You are being provided a copy of the voluntary annexation petition as required by Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan.

Pending your review and assignment to a County Commission meeting date, the annexation ordinance is tentatively scheduled to go to the City Commission for introduction on November 8, 2017 and the public hearing will be December 6, 2017. Any comments from the Board of County Commissioners must be received by the City Manager prior to the public hearing.

Please contact me at 891-8488 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin

Assistant City Manager

Administration and Professional Services

Attachments

Cc: Lewis E. Shelley, City Attorney

Louis Norvell, Assistant City Attorney

Ric Fernandez, City Manager

Wayne Tedder, Assistant City Manager

To: The City Commission of the City of Tallahassee

From: Joan Wadsworth West

Joan W. West Revocable Trust

Date: 9-28-17

Re: Petition for Annexation — 4840 Thomasville Rd, Tax ID 14-33-20-142-0000

The undersigned owner(s) of the referenced property,

3.42 Ac parcel located approx. 796 LF Southwest from the intersection of Ox Bottom Rd & Thomasville Rd, Parcel I.D.: 14-33-20-142-0000

legally described on the attached Exhibit A, and shown on the sketch attached as Exhibit B, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statues which authorizes the petitioning for voluntary annexation. Exhibits A and B are hereby incorporated by reference and made a part hereof.

The undersigned certify that he/she/they is/are the owners of the property described in the attached exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), all successor owner of the subject property including the heirs, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property.

PETITIONER(S):	Signature: / Print Name: Address:	Joan Wadsworth West 2808 Rabbit Hill Rd Tallahassee, FL 32308
	Phone: Email address:	850-591-9242 Wadsworthwest@aol.com
State of:	Date:	9-28-17
County of:	Leon	
Before me, this personally appeare foregoing Petition feecuted for the pu	d Joan V for Voluntary Ar	day ofSeptember, 2017 who executed the nnexation, and acknowledged before me that same was expressed.
Personally known <u>:</u>	Х	; or
Produced identifica	ition <u>:</u>	
Type of identification	on produced <u>:</u>	
Signature of Notary		Jane S. Johnston JANE S. JOHNSTON Commission # FF 105314 Expires March 23, 2018 Bonded Thu Tury Fain Insurance 800-385-7019

Prepared by and return to: Bruce I. Wiener Broad and Cassel 215 S. Monroe Street, Suite 400 Tallahassee, Florida 32301 850-681-6810 Matter No.: 51032.0012

Parcel Identification No. 1433201420000

Warranty Deed (STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed is made this 8th day of July, 2016, between MARGARET B. WINGATE, a single woman, whose mailing address is 1488 Marion Avenue, Tallahassee, Florida 32303 ("Grantor"*), and JOAN WADSWORTH WEST, AS TRUSTEE OF THE REVOCABLE TRUST OF JOAN WADSWORTH WEST U/T/A DATED NOVEMBER 15, 2006, with full power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property described below, whose mailing address is 2808 Rabbit Hill Road, Tallahassee, Florida 32308 ("Grantee"*).

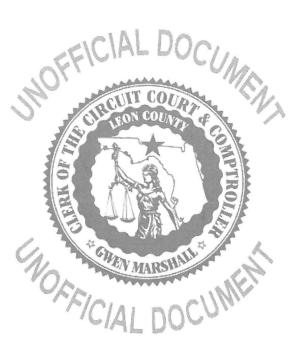
Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Leon County, Florida, to-wit:

See Exhibit "A" attached hereto;

Subject to all taxes and assessments for the year 2016 and subsequent years;

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.



DoubleTime*

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Print Name: Bruce I. Wiener

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of July, 2016, by Margaret B. Wingate, who [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC Print Name: Jo-Lyn Palmer

My Commission Expires:



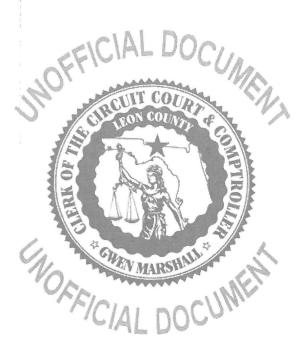


DoubleTime[®]

Exhibit "A"

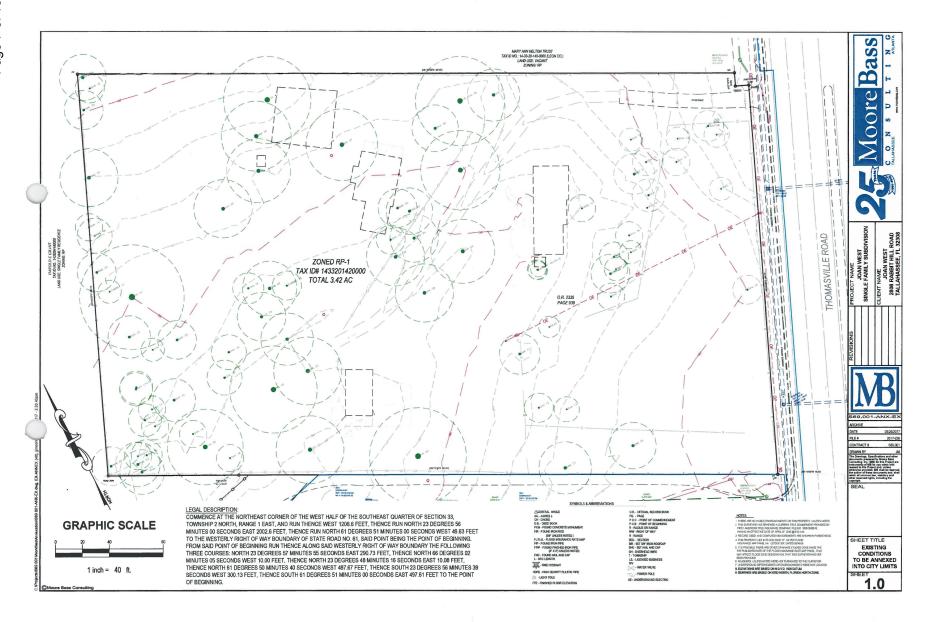
The land referred to herein below is situated in the County of Leon, State of Florida, and is described as follows:

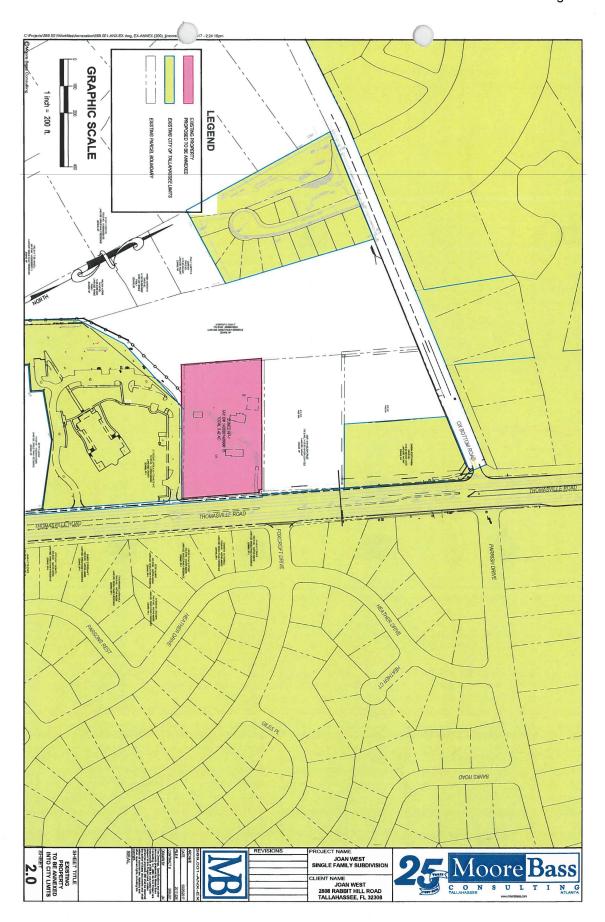
COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 EAST, AND RUN THENCE WEST 1208.6 FEET, THENCE RUN NORTH 23 DEGREES 56 MINUTES 00 SECONDS EAST 2002.6 FEET, THENCE RUN NORTH 61 DEGREES 51 MINUTES 00 SECONDS WEST 49.63 FEET TO THE WESTERLY RIGHT OF WAY BOUNDARY STATE ROAD NO. 61, SAID POINT BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE ALONG SAID WESTERLY RIGHT OF WAY BOUNDARY THE FOLLOWING THREE COURSES: NORTH 23 DEGREES 57 MINUTES 55 SECONDS EAST 290.73 FEET, THENCE NORTH 66 DEGREES 02 MINUTES 05 SECONDS WEST 10.00 FEET, THENCE NORTH 23 DEGREES 48 MINUTES 16 SECONDS EAST 10.08 FEET, THENCE NORTH 61 DEGREES 50 MINUTES 40 SECONDS WEST 487.67 FEET, THENCE SOUTH 23 DEGREES 56 MINUTES 39 SECONDS WEST 300.13 FEET, THENCE SOUTH 61 DEGREES 51 MINUTES 00 SECONDS EAST 497.61 FEET TO THE POINT OF BEGINNING.

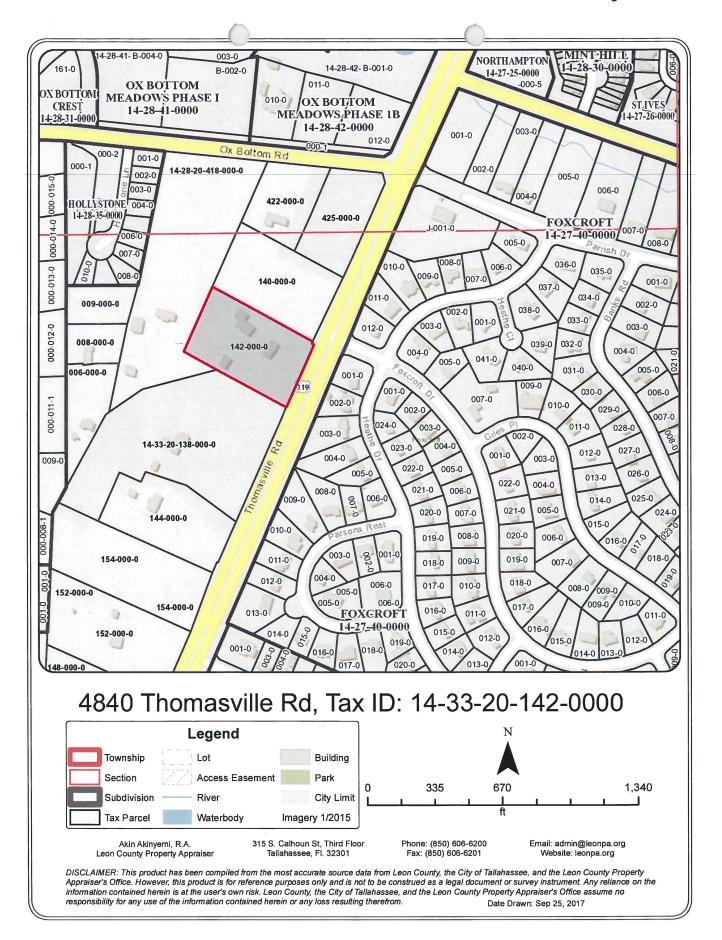


DoubleTime⁴

EXHIBIT B







Ordinance No. 17-0-42

AN ORDINANCE OF THE CITY OF TALLHASSEE, FLORIDA, AMENDING CHAPTER SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida, and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statues, to wit:

4840 Thomasville Road

Commence at the Northeast Corner of the West half of the Southeast quarter of Section 33, Township 2 North, Range 1 East, Leon County, Florida and thence West 1208.60 feet, thence North 23 degrees 56 minutes 00 seconds East 2002.60 feet, thence North 61 degrees 51 minutes 00 seconds West 49.63 feet to the Westerly right of way boundary of Thomasville Road (State Road No. 61), said point being the Southeast corner of that parcel as described in Official Records Book 4950, Page

648 (Tax ID: 14-33-20-142-0000) of the Public Records of Leon County, Florida and also being the POINT OF BEGINNING. From said POINT OF BEGINNING thence, leaving said right of way boundary, North 61 degrees 51 minutes 00 seconds West 497.61 feet to the Southwest corner of that parcel described in Official Record Book 4950, Page 648 (Tax ID #14-33-20-142-0000), said point also lying on the Easterly boundary of that parcel as described in Official Records Book 2136, Page 1148 (Tax ID: 14-28-20-418-0000) all of the Public Records of said Leon County, thence North 23 degrees 56 minutes 39 seconds East, along said boundaries 300.13 feet to the Southwest corner of that parcel as described in Official Records Book 1742, Page 2083 (Tax ID: 14-33-20-140-0000) of the Public Records of said Leon County, thence, along the southerly boundary of last referenced parcel, South 61 degrees 50 minutes 40 seconds East 487.67 feet to the Southeast corner of said parcel, said point also lying on the Westerly right of way boundary of aforementioned Thomasville Road, thence South 23 degrees 48 minutes 16 seconds West, along said right of way boundary, 10.08 feet, thence South 66 degrees 02 minutes 05 seconds East, along said right of way boundary, 10.00 feet, thence South 23 degrees 57 minutes 55 seconds West, along said right of way boundary, 290.73 feet to the POINT OF BEGINNING.

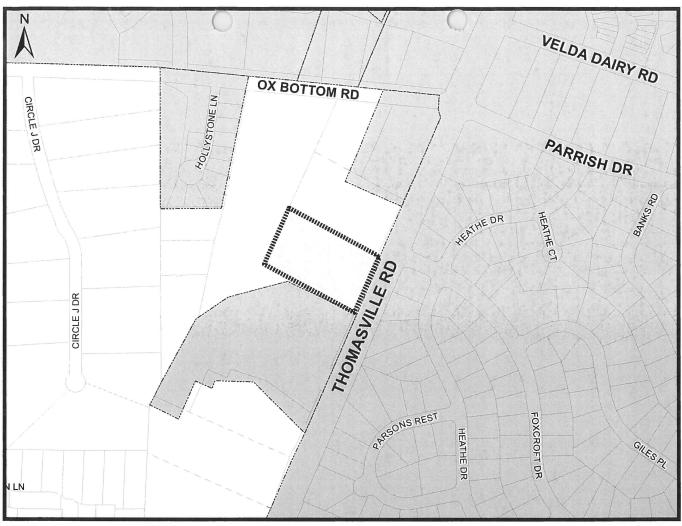
Section 2. That upon ordinance becoming effective, the property owners and any resident on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida, as further provided in Chapter 171, Florida Statues, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statues.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

2017	INTRODUCED in the Cit	y Commission on t	he	day of _	
	PASSED the City Commi	ssion on the	_ day of		, 2017
			-	Andrew D.	Gillum, Mayor
ATTES	ST:				
	. COOKE, IV reasurer-Clerk				
APPR	OVED AS TO FORM:				
	S E. SHELLEY httorney				

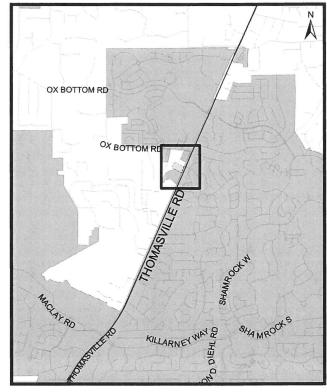


Ordinance No. 17-O-42

4840 Thomasville Road PROPOSED ANNEXATION

LEGEND





TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT

TAXID	OWNER1	OWNER2	ADDR1	ADDR2	SITEADDR
1428050000120	CHAPIN LEAH L &	CHAPIN JOHN LEE	6763 CIRCLE J DR	TALLAHASSEE FL 32312	6763 CIRCLE J DR
1428204180000	GRANT HAROLD E	GRANT KATHERINE M	5985 OX BOTTOM HL	TALLAHASSEE FL 32312	5985 OX BOTTOM HL
1428204220000	INTERNATIONAL CHURCH OF		3721 CRAWFORDVILLE RD	TALLAHASSEE FL 32305	2727 OX BOTTOM RD
1428204250000	NORTHTON PROPERTIES LLC		101 N MONROE ST STE 900	TALLAHASSEE FL 32301	OX BOTTOM RD
142740 A0010	WHITEHURST ANN CASTLEBERY		105 JASPER AVE	FRANKLIN TN 37064	4850 HEATHE DR
142740 A0020	FERRELL TIMOTHY H	FERRELL DEANNA L	4846 HEATHE DR	TALLAHASSEE FL 32309	4846 HEATHE DR
142740 A0030	DAVENPORT LOUIE G	DAVENPORT MARY M	4842 HEATHE DR	TALLAHASSEE FL 32309	4842 HEATHE DR
142740 A0040	PESTER KATHLEEN		4838 HEATHE DR	TALLAHASSEE FL 32309	4838 HEATHE DR
142740 A0050	HASSON DEBORAH J		11610 SW 83RD TER	MIAMI FL 33173	4834 HEATHE DR
142740 A0060	CODEMO MELISSA A		2700 PARSONS RST	TALLAHASSEE FL 32309	2700 PARSONS REST
142740 A0070	TRUJILLO-DIAZ JUAN L	TRUJILLO-DIAZ E F	2704 PARSONS RST	TALLAHASSEE FL 32309	2704 PARSONS REST
142740 A0080	TAMADDONI-JAHROMI S	TAMADDONI-JAHROMI P	3030 N SHANNON LAKES DR	TALLAHASSEE FL 32309	2708 PARSONS REST
142740 A0090	ALDREDGE AMY LYNNE BOYETT		2712 PARSONS RST	TALLAHASSEE FL 32309	2712 PARSONS REST
142740 A0100	GERRELL DONALD F	GERRELL C S	2716 PARSONS RST	TALLAHASSEE FL 32309	2716 PARSONS REST
142740 G0030	PATRICK KEVIN FITZGERALD	PATRICK TAMMY MARIE	4905 HEATHE DR	TALLAHASSEE FL 32309	4905 HEATHE DR
142740 G0040	WILLIAMSON OLGA M TRUST		4901 HEATHE DR	TALLAHASSEE FL 32309	4901 HEATHE DR
142740 G0050	GALLO PAULO G	GALLO STACY B	2908 FOXCROFT DR	TALLAHASSEE FL 32309	2908 FOXCROFT DR
142740 J0010	EMBARQ FLORIDA INC		PO BOX 2599	OLATHE KS 66063	5001 THOMASVILLE RD
142740 J0100	CALLAHAN BONNIE S		4908 HEATHE DR	TALLAHASSEE FL 32309	4908 HEATHE DR
142740 J0110	HANNA USAMA	LAMIE SOHIER TAWADROS	4904 HEATHE DR	TALLAHASSEE FL 32309	4904 HEATHE DR
142740 J0120	TRYKOWSKI ADRIENNE R		4900 HEATHE DR	TALLAHASSEE FL 32309	4900 HEATHE DR
142740 C0010	COX MARY JO		4847 HEATHE DR	TALLAHASSEE FL 32309	4847 HEATHE DR
142740 C0020	CASINELLI PEGGY S		2909 FOXCROFT DR	TALLAHASSEE FL 32309	2909 FOXCROFT DR
142740 C0230	WEAVER TRINIDAD A		4835 HEATHE DR	TALLAHASSEE FL 32309	4835 HEATHE DR
142740 C0240	RICHARDSON TRACY ANN	RICHARDSON DORRIS FAYE	4841 HEATHE DR	TALLAHASSEE FL 32309	4841 HEATHE DR
1433200060000	FIKE TIMOTHY R	FIKE MELINDA L	5964 OX BOTTOM HILL RD	TALLAHASSEE FL 32312	5964 OX BOTTOM HL
1433200080000	LITTLE EDWARD J JR	LITTLE TRISHA M	5976 OX BOTTOM HILL RD	TALLAHASSEE FL 32312	5976 OX BOTTOM HL
1433200090000	OLSON DARRYL A		5572 HAMPTON HILL CIR	TALLAHASSEE FL 32311	5982 OX BOTTOM HL
1433201380000	ST PETERS ANGLICAN CHURCH INC		901 THOMASVILLE RD	TALLAHASSEE FL 32303	4784 THOMASVILLE RD
1433201400000	HELTON MARY ANN TRUST		2209 GATES DR	TALLAHASSEE FL 32312	THOMASVILLE RD
1433201420000	WEST JOAN WADSWORTH REVOCABLE TRUST		2808 RABBIT HILL RD	TALLAHASSEE FL 32308	4840 THOMASVILLE RD
1433201440000	ST PETER'S ANGLICAN CHURCH INC		4784 THOMASVILLE RD	TALLAHASSEE FL 32309	4742 THOMASVILLE RD
142835 A0020	CRISS THOMAS R	CRISS DONNA W	4993 HOLLYSTONE LN	TALLAHASSEE FL 32312	4993 HOLLYSTONE LN
142835 A0030	CHILDERS WILLIAM EARL REVOCABLE TRUST		4987 HOLLYSTONE	TALLAHASSEE FL 32312	4987 HOLLYSTONE LN
142835 A0040	HAM HEEJOO	HAM HYEYOUNG HWANG	4981 HOLLYSTONE LN	TALLAHASSEE FL 32312	4981 HOLLYSTONE LN
142835 A0050	PATEL RASHMIKANT	PATEL JOTSNA	4975 HOLLYSTONE LN	TALLAHASSEE FL 32312	4975 HOLLYSTONE LN
142835 A0060	MULLANGI CHANDRA	MALLEPADDI TAPASWI	4969 HOLLYSTONE LN	TALLAHASSEE FL 32312	4969 HOLLYSTONE LN
142835 A0070	GRAGANELLA PATRICIA ANNE		4963 HOLLYSTONE LN	TALLAHASSEE FL 32312	4963 HOLLYSTONE LN
142835 A0080	DODD LAWRENCE NEIL JR	FARRAN SHANNON	4957 HOLLYSTONE LN	TALLAHASSEE FL 32312	4957 HOLLYSTONE LN
142835 A0090	CONKLIN DAVID B JR	CONKLIN JOAN L	4951 HOLLYSTONE LN	TALLAHASSEE FL 32312	4951 HOLLYSTONE LN
142835 A0100	PATEL PARESHKUMAR B	PATEL YAMINI PARESHKUMAR	4945 HOLLYSTONE LN	TALLAHASSEE FL 32312	4945 HOLLYSTONE LN
142835 B0010	J&M DEVELOPMENT CO OF N FLA LLC		1432 RACHEL LN	TALLAHASSEE FL 32308	4972 HOLLYSTONE LN



MEMORANDUM

TO: Ryan Culpepper, Development Services Director

Leon County Department of Development Support & Environmental Management

THROUGH: Cherie Bryant, Director, Tallahassee-Leon County Planning Department

FROM: Artie White, Principal Planner, Tallahassee-Leon County Planning Department

DATE: October 12, 2017

SUBJECT: Consistency Review: Proposed Voluntary Annexation of Property Located at 4840

Thomasville Road

Staff has reviewed the proposed annexation of property located at 4840 Thomasville Road. There is one parcel (tax identification number 14-33-20-142-000-0) proposed for annexation. The property is designated Residential Preservation on the Future Land Use Map and is zoned Residential Preservation District. Property Appraiser records indicate that there are two single family dwelling units with an approximate combined square footage of 3,203 square feet on the parcel.

Staff finds the proposal consistent with the Comprehensive Plan, subject to the following provisions of Intergovernmental Coordination Element Policy 2.1.4 [I] being adequately met:

• The annexation shall be implemented 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 as set forth in Policy 2.1.4[I].

The following is additional information related to this site:

- This property is designated as the Residential Preservation land use category on the Future
 Land Use Map. The primary function of the Residential Preservation land use category is to
 protect existing stable and viable residential areas from incompatible land use intensities and
 density intrusions. Single family, townhouse and cluster housing may be permitted within a
 range of up to six units per acre.
- The current zoning on this property is RP Residential Preservation (County), which is intended
 to be located in areas designated Residential Preservation on the Future Land Use Map of the
 Comprehensive Plan. Single-family, duplex residences, manufactured homes, and cluster
 housing may be permitted within a range of zero to six units per acre.
- All adjoining parcels are designated Residential Preservation on the Future Land Use Map.

Leon County Board of County Commissioners

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Bid Award to Mainline Information Systems, Inc. for the Compute/Storage

Environment Replacement

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Pat Curtis, Director of the Office of Information and Technology	
Lead Staff/ Project Team:	Michelle Taylor, Network and Technical Services Manager Alan Russell, IT Coordinator - Systems	

Statement of Issue:

This agenda items seeks Board approval to award the County's compute/storage environment bid to Mainline Information Systems, Inc. for a total not to exceed \$1,102,020 to be paid over five years at \$202,404.

Fiscal Impact:

This item has been budgeted, adequate funding is available and included as part of the adopted FY18-FY22 capital improvement program (CIP).

Staff Recommendation:

Option # 1: Approve the bid award to Mainline Information Systems, Inc. (Attachment #1) and authorize the County Administrator to sign a five-year financing program with Dell Financial Services (Attachment #2) for a total amount not to exceed \$1,012,020.

Title: Bid Award to Mainline Information Systems, Inc. for the Compute/Storage Environment

Replacement November 14, 2017

Page 2

Report and Discussion

Background:

The compute and storage environment supports applications throughout the County for email, file services, web services, Geographic Information Services, Banner (HR, Finance, Payroll, and Purchasing), the Justice Information System, the Jail Management System, Work Order Management for Public Works, Document Management, the Judge Case Management system, and many other automation systems. The current environment was installed in 2013 with IBM hardware and financed over five years through Board action at its January 29, 2013, Board meeting. The existing compute/environment comes out of warranty in March 2018. The cost of extending the warranty is \$270,000 for the next year with future years costing more. Additionally, equipment components are beginning to fail and compute/storage capacity is being reached. The Office of Information Technology (OIT) recommends the refresh as the cost is lower than extending the warranty, as well as, providing for improved performance and growth for another five years at an annual cost of \$202,000. A refresh/replacement was anticipated for FY18 and has been budgeted and adequate funding is available and included as part of the adopted FY18-FY22 capital improvement program (CIP).

Analysis:

A Request for Proposals (RFP) was developed by OIT staff and was advertised locally on September 1, 2017 as Bid BC-10-02-17-01. A compute/storage environment was requested that could provide for future growth and uses virtualization and hyper-converged technologies. Evaluation of responses was based on 100 possible points:

• Features: 15 points

• Cost: 20 points

• Approach: 25 points

Qualifications: 15 pointsReferences: 10 points

• Local Preference: 5 points

• Interview for Shortlisted Vendors: 10 points

Shortlisted vendors were invited to an interview to review their proposals and provide details on licensing, technologies, and project management. A maximum of ten additional points could be awarded for those shortlisted vendors.

As per the RFP, there were no Minority and Women Business Enterprise (M/WBE) aspirational targets prescribed for this solicitation. A total of 396 vendors were notified through the automated procurement system. Fifty-five (55) vendors requested the Bid package, which resulted in four (4) proposals received by the County on October 6, 2017. Purchasing's Bid Tabulation Sheet is attached (Attachment #3).

The selection committee was composed of Pat Curtis, Director of OIT; Michelle Taylor, Network and Technical Services Manager; and Alan Russell, IT Coordinator – Systems. The

Title: Bid Award to Mainline Information Systems, Inc. for the Compute/Storage Environment

Replacement

November 14, 2017

Page 3

Committee met on October 9, 2017, to review and score the proposals (Attachment #4). The preliminary score results were:

CDW-G	69.75
Mainline Information Systems, Inc.	67.60
Blue Ally/Datrium	62.00
Corus 360	51.00

The top two vendors, CDW-G and Mainline Information Systems, Inc., were asked to present their proposals on October 27, 2017. Topics were to include licensing for software, project management, scalability of the solution, ongoing maintenance support/upgrades, and any modifications to the solution and costs to reflect the actual versus proposed numbers. These items were scored two points each for a total of ten points maximum for the presentation, which were added to their previous scores.

Unanimously, the Committee scored Mainline two points for each key point listed which added ten points, bringing its score up to 77.60. The Committee scored CDW-G an additional 2.33 points, bringing its score to 72.08.

Part of the presentation allowed the shortlisted vendors to provide changes to their cost proposals in light of changes to accommodate licensing for software and to reflect actual components. Mainline presented a solution that was significantly lower in cost than originally submitted plus quantified the reduction in software licensing for even further savings. Their cost with financing will be \$1,012,020. CDW-G's solution's cost reduced somewhat with their new total cost presented as \$1,492,559.

The Committee, therefore, recommends Mainline Information Systems, Inc. as the winning bid for the County's new compute/storage environment. Dell Financial Services is providing the financing program for Mainline with five yearly payments of \$202,404. This will be a total of \$1,012,020. The annual payments have been budgeted, adequate funding is available and included as part of the adopted FY18-FY22 capital improvement program (CIP).

Options:

- 1. Approve the bid award to Mainline Information Systems, Inc. (Attachment #1) and authorize the County Administrator to sign a five-year financing program with Dell Financial Services (Attachment #2) for a total amount not to exceed \$1,012,020.
- 2. Do not approve the bid award to Mainline Information Systems, Inc. and do not authorize the County Administrator to sign a five-year financing program with Dell Financial Services for a total amount not to exceed \$1,012,020.
- 3. Board direction.

Recommendation:

Option #1.

Title: Bid Award to Mainline Information Systems, Inc. for the Compute/Storage Environment Replacement

November 14, 2017

Page 4

Attachments:

- 1. Agreement
- 2. Dell Financial Services Agreement
- 3. Compute/Storage Environment Replacement Bid Tabulation Sheet
- 4. Committee Scoring Chart

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and MAINLINE INFORMATION SYSTEMS, 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 Compute/Storage services in accordance with: 1) Compute/Storage Environment Replacement, RFP# BC-10-02-17-01 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; 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; 3) the Contractor's updated pricing proposal which is attached hereto and incorporated herein as Exhibit C, to the extent that it is not inconsistent with this Agreement; and 4) the Contractor's proposed company agreement which is attached hereto and incorporated herein as Exhibit D, to the extent that it is not inconsistent with this Agreement or with Exhibit A, Exhibit B, or Exhibit C.

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. <u>TIME</u>

The Agreement shall be for a period of three (3) years, commencing approximately on January 1, 2018, and shall continue until December 31, 2020. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two 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

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Pat Curtis

Street Address: 301 S. Monroe St. P-3
City, State, Zip Code: Tallahassee, FL 32301
Telephone: curtisp@leoncountyfl.gov

E-mail: 850-606-5514

B. The Contractor's Project Manager is:

Name:

Street Address: City, State, Zip Code:

Telephone: E-mail:

C. Proper form for an invoice 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.

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:
 - 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.
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement w ith minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- 5) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 6) Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
- 7) Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
 - 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance 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.
 - 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.

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. <u>INDEMNIFICATION</u>

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require 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..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other

persons employed or utilized by the Contractor in the performance of this Agreement.

13. 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 315 S. Calhoun St., Tallahassee, Florida or by facsimile to (850) 606-1651.

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(I)(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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION ATTN: SHELLY KELLEY, PURCHASING DIRECTOR 1800-3 N. BLAIRSTONE ROAD TALLAHASSEE, FLORIDA 32308

PHONE: 850-606-1600

EMAIL: KELLEYS@LEONCOUNTYFL.GOV

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. 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.

20. 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.

21. 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.

22. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

24. 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

- Agreement
- 2. Exhibit A Solicitation Document #BC-10-02-17-01
- 3. Exhibit B Vendor's Response to Solicitation
- 4. Exhibit C Vendor's Revised Pricing Proposal
- 5. Exhibit D Vendor's Proposed Company Agreement

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	MAINLINE INFORMATION SYSTEMS, INC.
By: Vincent S. Long County Administrator	By: President or designee
	Printed Name
Date:	Title:
	Date:
ATTEST: Gwendolyn Marshall, Clerk of the Court & Comptroller, Leon County, Florida	
BY:	
Approved as to Form: Leon County Attorney's Office	
BY: Herbert W. A. Thiele, Esquire County Attorney	



REQUEST FOR PROPOSALS

FOR

COMPUTE/STORAGE ENVIRONMENT REPLACEMENT

PROPOSAL NUMBER BC-10-02-17-01

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

Release Date: September 1, 2017

Proposal Number: BC-10-02-17-01

Opening Date: October 2, 2017 at 1:00 PM

I. INTRODUCTION

Leon County Office of Information and Technology seeks to refresh/replace its Intel compute & storage solution that supports the latest version of vmware vSphere in two physical locations. The system will support Windows, Linux, and Horizon View operating systems on over 600 current VMs and 300TB current storage, and allows for future 5-6 year growth.

NOTE: This document may contain sensitive security information and is not for public distribution. Please destroy when no longer of any administrative use.

Responses should follow the same basic outline as the Project Criteria. A checklist template (Excel format) will be provided and shall be returned by each vendor with your submission. The Excel file will serve as a checklist and index, showing the pages where the requested information can be found in your proposal. Pricing quotes (for presented scenarios) must have a comparison based from the DPAC data provided showing our current CPU, memory, and storage usage, and the anticipated usage in the quoted environment(s). Your responses will include:

- Quotes that meet our specified requirements
- Quotes for exercises 1-3

You may also include additional alternative configuration quotes:

- Alternative quotes that meet our specified requirements
- Alternative quotes for exercises 1-3.

Leon County may choose to develop a short-list and invite vendors to answer questions and provide a brief presentation. If this option is used, 1-hour interviews will be held the week of 10/8/17 at the Leon County Courthouse, P-3 Level (Calhoun Street level), Office of Information and Technology conference room.

II. GENERAL INSTRUCTIONS

A. <u>Response Address:</u> The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

<u>Proposal Number</u> Purchasing Division 1800-3 N. Blair Stone Road Tallahassee, FL 32308

B. Proposal Copies: One ORIGINAL, five (5) copies and one electronic copy of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.

Proposal Number: BC-10-02-17-01 Opening Date: October 2, 2017 at 1:00 PM

C. <u>Schedule of Events</u>: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County 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 to the RFP, and public meetings. The website address is: http://www.leoncountyfl.gov/procurementconnect/.

Table 1 - Schedule of Events		
Date and Time		
(all eastern time)	Event	
September 1, 2017	Release of the RFP	
September 11, 2017	PRE-PROPOSAL/PRE-BID MEETING (MANDATORY):	
at 10:00 AM	Date and time the MANDATORY Pre-Proposal Meeting will be held in the	
	Leon County Purchasing Division, located at 1800-3 North Blair Stone	
	Road, Tallahassee, FL 32308. This will be a public meeting that the public	
	is invited to attend.	
September 15, 2017	QUESTIONS/INQUIRIES DEADLINE:	
at 5:00 PM	Date and time by which written questions and inquiries regarding the RFP	
	must be received by the Leon County Purchasing Division via e-mail	
	submittal to Shelly Kelley at <u>kelleys@leoncountyfl.gov</u> and Don Tobin at	
	tobind@leoncountyfl.gov Respondents are requested to send the e-mail to	
	both representatives.	
October 2, 2017 at	OPENING DATE:	
1:00 PM	Date and time by which Proposals must be received by the Leon County	
	Purchasing Division, located at 1800-3 North Blair Stone Road,	
	Tallahassee, FL 32308	

D. Pre-Proposal Meeting A Pre-Proposal Meeting will be held at the date, time and location identified in the Schedule of Events. Respondent's attendance at the Pre-Proposal Meeting is MANDATORY. The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person, or by dialing into an audio conference, at their option. Instructions for conferencing in will be provided as part of the public meeting notice, which will be posted on the website listed above for public meetings no less than 72 hours in advance of the Pre-Proposal Meeting. All questions of Respondents to be discussed at the Pre-Proposal meeting must be submitted in writing by the deadline identified in the Schedule of Events as the Deadline for Pre-Proposal Meeting Questions. Such questions shall be e-mailed to: Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov.

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the RFP, instructions for submitting Proposals, and other relevant issues. In the event that any discussions or questions at the Pre-Proposal Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the RFP, Leon County will issue a written summary of questions and answers or an addendum to this RFP as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County. The Respondents will be instructed to direct all questions after the meeting to Leon County Purchasing Division.

During and after the Pre-Proposal Meeting, it is the responsibility of the Purchasing Division to

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ensure that Registered Planholders develop their Proposal with the same information. If a Registered Planholder receives information from Leon County relating to the RFP prior to the information cutoff date, Leon County will ensure that all Registered Planholders receive the same information in a timely fashion.

E. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. Vendors are requested to send such requests to both representatives of the Purchasing Division. Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, 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.

- F. Prohibited Communications: Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or 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.

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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.

G. <u>Special Accommodation</u>: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

- H. Proposer Registration: Proposers who obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division (http://www.leoncountyfl.gov/Procurementconnect) may cause your submittal to be rejected as non-responsive.
- I. As a convenience to vendors, 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 vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.
- J. <u>Proposal Deadline</u>: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- K. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

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- L. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE.' Late proposals may be returned unopened to the vendor.
- M. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- N. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- 0. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- Ρ. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- Cancellation: The contract may be terminated by the County without cause by giving a minimum of Q. thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- R. 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 solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- S. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- T. <u>Licenses and Registrations</u>: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively Opening Date: October 2, 2017 at 1:00 PM

licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- U. <u>Audits, Records, and Records Retention</u>: The Contractor shall agree:
 - 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 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308

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PHONE: 850-606-1600

EMAIL: KELLEYS@LEONCOUNTYFL.GOV

V. 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.

W. Local Preference in Purchasing and Contracting:

- 1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - 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 section, shall be given a preference in the amount of five percent.
 - 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.
- 2. 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 Leon 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

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conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

- X. 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 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 vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- Y. <u>Unauthorized Alien(s)</u>: The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- Z. <u>Award of RFP and Protest</u>: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal 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. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will addressed and/or

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remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

AA. <u>Errors and Omissions</u>: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

DD. Terms And Conditions:

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

EE. 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.

III. SCOPE OF SERVICES/CRITERIA/CHECKLIST:

Please see Attachment A

IV. REQUIRED SUBMITTALS:

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content.

V. SELECTION PROCESS

A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

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Notice of all meetings shall be posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/ and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

Features: 15 pointsCost: 20 pointsApproach: 25 points

Qualifications: 15 points
 References: 10 points
 Interviews: 10 Points
 Local Preference: 5 Points

VI. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require 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..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

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VII. MINORITY/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 Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Proposers responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oevforbusiness.org

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at lraffington@oevforbusiness.org
Shanea Wilks, MWSBE Coordinator by email at swilks@oevforbusiness.org

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 region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

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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.

VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent 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 Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

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: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation Employers Liability: Insurance covering all employees 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.
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

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- f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
- g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

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).
 - The County, its officers, officials, employees and volunteers are to be covered as additional 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, it 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. Contractor hereby waives subrogation rights for loss or damage against the county.
 - 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.
 - Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

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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.

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.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

X. ETHICAL BUSINESS PRACTICES

A. <u>Gratuities.</u> 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.

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- B. <u>Kickbacks.</u> 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.

XI. AGREEMENT:

After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

XII. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

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

John E. Dailey, Chairman Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
ВҮ	
	(Authorized Representative)
	(Printed or Typed Name)
ADDRESS	
CITY, STATE, ZIP	
E-MAIL ADDRESS	
TELEPHONE	
FAX _	
ADDENDA ACKNOWLEDGMEN	ITS: (IF APPLICABLE)
Addendum #1 dated	Initials
Addendum #2 dated	Initials

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RFP Title: Request for Proposals for Compute/Storage Environment Replacement

Proposal Number: BC-10-02-17-01

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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 insurances 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 Indicate Best Rating: Liability: Indicate Best Financial Classification:
	Business Auto: Indicate Best Rating: 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: 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
	rance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

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RFP Title: Request for Proposals for Compute/Storage Environment Replacement

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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.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

Endorsements to insurance policies will be provided as follows:

<u>Additional insured</u> (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

<u>Primary and not contributing coverage-</u> General Liability & Automobile Liability

<u>Waiver of Subrogation</u> (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

<u>Thirty days advance written notice of cancellation to County</u> - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:	,	
Coverage is in place \square Coverage will be place	ed, without	exception
The undersigned declares under penalty of per	rjury that al	I of the above insurer information is true and correct.
Name Typed or Printed	Signature	<u> </u>
Date	Title	
Jaic	11tie _	(Company Risk Manager or Manager with Risk Authority)

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RFP Title: Request for Proposals for Compute/Storage Environment Replacement

Proposal Number: BC-10-02-17-01

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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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature	
Title	
Contractor/Firm	

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RFP Title: Request for Proposals for Compute/Storage Environment Replacement

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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:	
Signature:	Title:
STATE OF	
COUNTY OF	
Sworn to and subscribed before me this	day of, 20
Personally known	
	NOTARY PUBLIC
OR Produced identification	Notary Public - State of
	My commission expires:
(Type of identification)	
	Printed, typed, or stamped commissioned name of notary
	, .,,,,

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

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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.

icenses. Failure to provide the information requested w	in result in definal of certification as a fo	ocai pusitiess.	
Business Name:			
Current Local Address:		Phone:	
		Fax:	
		I sake	
If the above address has been for less than six months,	please provide the prior address.		
Length of time at this address:			
		<u> </u>	
Home Office Address:		Phone:	
		Fax:	
Signature of Authorized Representative		Date	
STATE OF			
COUNTY OF			
		20	
The foregoing instrument was acknowledged before me By	of day of	,20	
(Name of officer or agent, title of officer or agent)		oration acknowledging)	
a Corporation, on b (State or place of incorporation)	pehalf of the corporation. He/she is pe	rsonally known to me	
or has produced			
Return Completed form with supporting	Signature	e of Notary	
documents to:			
Leon County Purchasing Division	Print, Type or Star	mp Name of Notary	
1800-3 N. Blair Stone Road			
Tallahassee, Florida 32308	6.11	ala an If A a	
	Serial Nur	nber, If Any	

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DRUG-FREE WORKPLACE FORM

_	(Name of Business)
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 employees 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 response/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 or the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
	the person authorized to sign the statement, I certify that this firm complies fully with the above quirements.
Re	sponder's Signature
Da	te

Attachment A

Features

- Must provide easy and modular growth of storage.
- Must use Intel CPUs.
- Must use existing APC racks & power (see Planning Factors document, Environment section.)
- All documentation must be readily available online.
- Must provide CPU/memory/disk performance minimums (See DPAC document.)
- Must leverage our existing license investment, including:
 - o vmware Enterprise Plus
 - o Veeam Enterprise Plus
 - o Turbonomic
 - o vmware Horizon
 - o MS SQL Datacenter
 - MS Windows Server Enterprise
 - o Oracle
- Must be able to replicate 100% of our workloads between 2 major data centers and run 100% of our workloads at 1 data center with 80% of the response time.
 - o Roundtrip ping time is less than 1 ms average between data centers.
- Leon County uses Cisco switching equipment. Must include the following equipment in the quote.
 - Top of rack switches for both data centers
 - (Quantity 4) Cisco Nexus 2348TQ FEX, 48-port 10 G Base-T, Part Number: N2K-C2348TQ4F forward airflow.
 - NOTE: Separate Cisco SmartNet support will be provided by Leon County;
 however, we still expect the vendor to provide technical support as the network equipment inter-relates to the compute environment.
- Solution must provide easy, modular, and scalable growth of compute environment.
- Allow heterogeneous memory/compute and storage configuration, i.e. some hosts may be high CPU socket/core count @ lower Ghz, others may be low socket/core count @ high Ghz.
- Solution must provide for 5-year data growth (as outlined in the Planning Factors document.
- Solution must provide a 5-year hardware warranty on all products (except Cisco switches), and 5
 year technical support for the entire solution. Licensing and renewals for existing products
 (unless increases are required) do not need to be included.
- Prefer capability for OS/Hardware logs to be configured to write to a separate Syslog server.
- Prefer ability to provide fine detailed hardware diagnostics of issues and actual causes (i.e., congestion with storage, CPU, memory, etc.).
- Prefer low or zero consolidation ratio sacrifice (HCI overhead of hypervisor/storage system).

- Prefer ability to include automation and tenanting of customer provisioning and allow management of their own VM's and datastores without sacrificing security of other tenants.
- Prefer ability for de-duplication, compression, thin provisioning.
- Prefer automatic disk storage tiering (if storage has more than 1 tier.)
- Prefer a single management interface for hardware, software, storage, and vmware.
- Is this a cloud-ready solution? We aspire to be a cloud provider and to be able to migrate workloads to a commercial cloud, and back, if required.
 - o If yes, what commercial clouds do you support?
- Does your solution have the ability to provide fine detailed guest O/S diagnostics of issues and actual causes?
- Is your system a multi-tenant based system using AD integration for RBAC?
 - NOTE: Prefer ability to assign a specific amount of storage to a customer and allow them to create VM, disks and snapshots within that space, unaffected and unseen by other customers.
- Does your solution provide any assistance in calculating chargeback for VM cpu/mem/storage?
 - o NOTE: Something like vmware IT Business Management, Appito, or similar.
- Does your solution provide any assistance in workflow automation
 - o NOTE: Something like vRealize Orchestrator, Open Nebula, or similar.

Approach - Implementation

- Vendor shall provide a proposed project timeline.
 - o NOTE: Assume a Purchase Order available by 12/1/17.
 - NOTE: Installation and migration of first 20 VM's must be completed no later than 2/1/18.
- Vendor shall configure all OS/Hardware logs to write to our Syslog server.
- Vendor shall provide complete inventory listing, cable diagrams, cable labels.
- Vendor shall provide all equipment 100% new, not refurbished.
- Vendor shall include services for successful migration of the first 20 VM migrations of our choice to the new environment.
- Vendor shall provide a dedicated Project Manager for entire project implementation and hold weekly project status meetings (minimum).
- Vendor shall provide the same staff for implementation and engineering.
- Warranty shall start when equipment is installed and validated to be able to accept migrations.
- Prefer at least limited fiber channel support for live server migration to new environment.

Approach - Support

- Vendor shall provide support for storage, network, compute and vmware from single point of contact (one call).
 - o NOTE: Understanding that no one but vmware can fix vmware, we expect the vendor to stay involved directly with all 3rd parties and not require Leon County to play referee.
- Vendor shall provide solution that allows "easy button" upgrades, maintenance, and repair of EVERYTHING (hardware/software/firmware/vmware/storage/etc.).
- Vendor shall provide firmware, software, storage, networking, and vmware upgrades that have been pre-vetted and installable in single step.
- Vendor shall provide a minimum 7-year guarantee of support/patches/service/parts and compatibility with latest vmware hypervisor.
- Vendor shall provide 100% automated diagnosis of hardware/software/OS issues and ordering of replacement parts.
- Vendor shall provide a local (within 20 miles) depot of frequently used spare parts (hard drives, power supplies, etc.) and next day delivery of all other parts (365 days a year), 4 hour emergency part delivery whenever needed including hardware, drives, networking entire provided environment.
- Vendor shall provide dedicated support representatives that understand our environment via diagrams and interaction and advocates on our behalf, including escalation and accounting.
- Vendor shall provide support response times, including call-in on-hold time maximums.
- Vendor shall provide Service Level Agreement with penalties. Problem determination (with qualified staff) should begin within 1 hour, on-site (if needed) within 4 hours, provided 365 days per year.
- Vendor shall allow a minimum of 10 Leon County staff to initiate support calls.
- Support shall be available 24x7x365.
- Prefer 100% U.S. based support.
- Prefer monthly account relationship/review meetings.

Qualifications

- All vendor staff who will work onsite and/or have administrative access must pass FDLE background check and fingerprinting.
 - o NOTE: We support justice information systems, this is an FDLE requirement.
- Vendor team must have at least 3 years of experience in engineering, supporting, and installing vmware server storage solutions.
 - NOTE: Include resumes of staff performing work for this project.

References

Provide 3-5 customer contacts for reference for similar solutions in similar-sized environments regarding performance, technical expertise, etc. Numbers that do not connect to the proper person will be credited a zero for that reference. The County reserves the right to call known references from past experiences, or be references for any companies with which we have traded in the past, whether listed as a reference or not.

<u>Cost</u>

Vendor must provide a 5-year financing plan.



Planning Factors for Leon County

Below are the licenses for our virtual environment and products we run in it that have some sort of restrictions on cores/sockets/vcpus. Please include this information in the engineering of our environment. If your design will require us to purchase additional licenses, please make sure they are included in your total cost. If your design can reduce our license costs or replace incumbents, please provide that as an alternative design and quote.

Oracle

We have 18 cores of Oracle Enterprise on Intel. As we understand Oracle's license agreement, we must run Oracle Enterprise workloads in a dedicated cluster or clusters.

Microsoft SQL Server Enterprise

We have 12 cores of Microsoft SQL Server Enterprise. As we understand Microsoft's license agreement, we can have these in the same cluster as other VMs but must use affinity rules to keep the SQL Server VMs on the licensed host(s) only. We anticipate this living at only the PSC, with disk replication to the RSC for disaster purposes.

Microsoft Windows Server Datacenter

Currently licensed is for 23 - 2 processor servers. With the new license Microsoft rolled out for Server 2016 this will change to 23 - 2 processor 8 core servers, maximum.

Turbonomic

We have 48 sockets of licensing.

Veeam

We currently have 46 sockets of Veeam Availability Suite, Enterprise Edition (vmware).

vmware

- a. Horizon View Standard
 - i. We have 50 licenses
- b. vCenter Server Standard
 - i. 2 licenses
- c. vSphere
 - i. 48 sockets of vSphere Enterprise Plus

Switching

Please specify Cisco Nexus 2348TQ FEX, 48-port 10 G Base-T switches for the top of rack switches. They provide 48 10 G BASE-T host port interfaces to connect to hosts. We will have two at the top of rack in the RSC and PSC datacenters.

These will uplink to our existing Cisco Nexus 2232PP FEX switches which require SFP+ Twinax or SFP+ Fiber modules for uplink.

We expect your support to understand our networking environment when it comes to patching/updates and troubleshooting, and for you to engage with Cisco on our behalf if you believe they are the source of a problem.

Environment

We have two datacenters where this equipment will be housed.

The PSC is a 5-year-old datacenter with redundant AC and Power. The equipment will be placed into an empty APC NetShelter Rack, 48u, 750mm wide by 1200mm deep. We can provide up to three phase power in this rack. 60-70 percent of our workloads will run in this datacenter.

The RSC is a 10-year-old datacenter with redundant AC and power. The equipment will be placed into an empty APC NetShelter SX 600mm Wide x 1070mm Deep enclosure. Dual 220 volt/30 amp power feeds are all that are available to this rack.

SAN Data Growth

Solution must provide for at least 15% yearly growth over five (5) years (just for data growth, does not include additional/new server requirements).

Dell Performance Analysis Collection Kit (DPAC).

A report of a recent DPAC that includes all of our existing virtual servers and some physical servers that we intend to add is provided.

Deduplication/Compression storage

We use a number of systems that we have found for whatever reason do not compress or dedupe successfully.

xxIMAGE – Windows server with 11 TB in use, 20 TB allocated. Server holds scanned image files

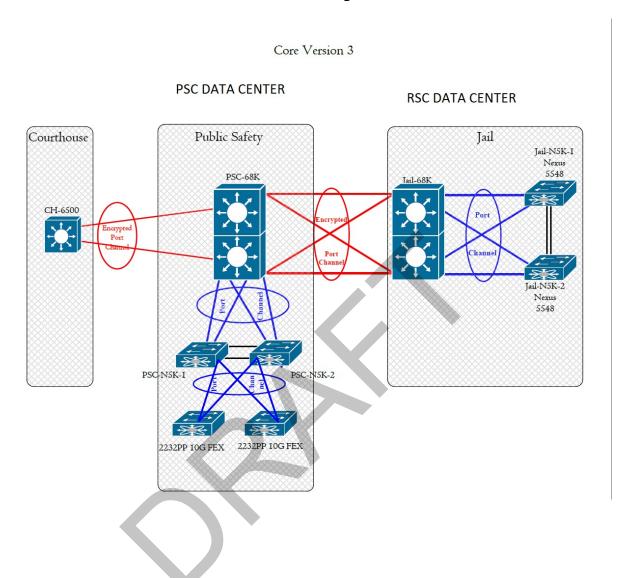
xxMail –Linux Servers, 10 TB in use, 13 TB allocated. By default our mail system encrypts every single e-mail and doesn't duplicate an email within the server.

GIS – Our GIS environment is about 40 TB total. At least 25% of that is pre-generated image files.

Retain – We have a single Linux server with 12 TB total storage, with 9.2 TB in use. Most of the 9.2 TB is already compressed and single-instance storage e-mail.



Basic Network Diagram



Future Growth Scenarios

We are two years into your engineered solution and running around 70% utilization of CPU/Memory and disk. We have upcoming projects and want to budget appropriately for adding these new workloads and expanding the infrastructure environment. Please include quotes for <u>all three scenarios</u>.

These new projects will require additional hardware and will be hosted at one site. No site-to-site replication is required. Your solution will include all necessary components not limited to: hardware, licensing costs for storage or hypervisor, and networking accessories (switches, etc.) if they are part of your initial engineered solution.

<u>Exercise 1</u>: Addition of forty (40) 2 vCPU, 16 GB vRAM, 100 GB Linux virtual machines. These servers will have a high memory and CPU utilization factor (80% each on average) but will not be heavy in disk IO (less than 20 IOPS standard, 70/30 read/write %).

Exercise 2: Addition of one (1) 2 vCPU, 16 GB vRAM, 30 TB Linux virtual machine that will store NON-COMPRESSIBLE, ENCRYPTED files. This server will have 800 IOPS average, 1600 IOPS peak, 70/30 read/write%. This server will have a high memory and CPU utilization factor (80% each on average) and will be heavy in disk IO.

Exercise 3: Doing both Exercise 1 and 2 in parallel.

Deduplication/Compression storage

We use a number of systems that we have found for whatever reason do not compress or dedupe successfully.

AIIMAGE – Windows server with 11 TB in use, 20 TB allocated. Server holds scanned image files

GroupWise –Linux Servers, 10 TB in use, 13 TB allocated. Server names (ending in PO). By default GroupWise encrypts every single e-mail and doesn't duplicate an email within the post office.

GIS – We have a robust GIS environment, about 40 TB total. At least 25% of that is pregenerated image files.

Retain – We have a single Linux server with 12 TB total storage, with 9.2 TB in use. Most of the 9.2 TB is already compressed, and single-instance storage e-mail.

Known additional growth requirements:

We will have many unknown potential growth requirements. The following items are known to be needed.

We need 18 3.0GHZ or higher cores and at least 256GB memory for a dedicated vmware Oracle Cluster. The best scenario is to be able to have 4 hosts, 2 at each data-center (the only requirement is that it be more than 1 host). This cluster will also need 35TB of storage, replicated (storage does not need to be dedicated to Oracle, it can be part of or created from the overall storage environment). This is a new Oracle/RHEL environment running on vmware.

Current Location	IP	CPU	Cores/LPUs	RAM	HDSpace
PSC		Xeon E5-2620 2.00 GHZ	2/4	8	25
PSC		Xeon E5-2420 1.90 GHz	2/12	8	280
RSC		i3 3.10 GHz	4		
RSC		Xeon X5650 2.67 GHz	2/24	32	67
RSC		Xeon E5-2643 3.40 GHz	1/8	20	350
RSC		Xeon E5-2643 3.40 GHz	1/2	12	250
RSC		Xeon X3470 3.00 GHz	2/8	12	1863
RSC		Xeon E5-2407 2.40 GHz	2/4	8	280
RSC		Xeon E5-2620 2.00 GHZ	2/4	8	25
RSC		Xeon E5-2667 3.20 GHz	1/1	32	100
RSC		i7-3770 3.40 GHz	2/8	16	2000
RSC		Xeon E5-2640 2.50 GHz	2/24	16	280
RSC		Xeon X5650 2.67 GHz	2/24	16	136
RSC_DMZ		i7-3770 3.40 GHz	2/8	16	2000

DPAC Summary Report

See separate DPAC Summary Report document. A detailed DPAC document will be provided at the mandatory pre-bid meeting.



List proposal page

RFP - VENDOR CHECKLIST

Enter vendor name here

FEA

ATURES - 15 points		number(s) references
	Y/N	where this is discussed.
CRITICAL FEATURES - 10 of 15 points		
Must provide easy and modular growth of storage.	Υ	Example: 3, 5-10, 57
Must use Intel CPUs.	Υ	Example: 3, 5-10, 57
Must use existing APC racks & power (see Planning Factors document, Environment)		
section.)	Υ	Example: 3, 5-10, 57
All documentation must be readily available online.	Υ	Example: 3, 5-10, 57
Must provide CPU/memory/disk performance minimums (See DPAC document.)	Υ	Example: 3, 5-10, 57
Must leverage our existing license investment, including:	Υ	Example: 3, 5-10, 57
o vmware Enterprise Plus		
Veeam Enterprise Plus		
o Turbonomic		
o vmware Horizon		
MS SQL Datacenter		
MS Windows Server Enterprise		
o Oracle		
Must be able to replicate 100% of our vmware datastores between 2 major data centers.		
Additionally, in a disaster the system should be able to run 100% of our workloads at 1 data		
center with no more than 20% increase in response time.	Υ	Example: 3, 5-10, 57
 NOTE: Roundtrip ping time less than 1 ms average between data centers. 		
 NOTE: Currently none of our data is replicated. 		
Leon County uses Cisco switching equipment. Must include the following equipment in		
the quote.		
 (Quantity 4) Cisco Nexus 2348TQ FEX, 48-port 10 G Base-T, Part Number: N2K- 		
C2348TQ4F forward airflow.	Υ	Example: 3, 5-10, 57
o NOTE: Separate Cisco SmartNet support will be provided by Leon County; however, we		
still expect the vendor to provide technical support as the network equipment inter-relates to		
the compute environment.		
Solution must provide easy, modular, and scalable growth of compute environment.	Υ	Example: 3, 5-10, 57

• Solution must allow heterogeneous memory/compute and storage configuration, i.e. some hosts may be high CPU socket/core count @ lower Ghz, others may be low socket/core count @ high Ghz.	Y	Example: 3, 5-10, 57
 Solution must provide for 5-year data growth (as outlined in the Planning Factors 	•	2,4,11,51613,37
document).	Υ	Example: 3, 5-10, 57
o NOTE: Data growth should not be dependent on data deduplication or compression.		
• Solution must provide a 5-year hardware warranty on all products (except Cisco switches),		
and 5 year technical support for the entire solution. Licensing and renewals for existing	V	Framula: 2 F 10 F7
products (unless increases are required) do not need to be included. PREFERRED FEATURES - 5 of 15 points	Y	Example: 3, 5-10, 57
 Prefer capability for OS/Hardware logs to be configured to write to a separate Syslog 		
server.	Υ	Example: 3, 5-10, 57
 Prefer low or zero consolidation ratio sacrifice (HCI overhead of hypervisor/storage 		, ,
system).	Υ	Example: 3, 5-10, 57
Prefer ability for de-duplication, compression, thin provisioning.	Υ	Example: 3, 5-10, 57
 Prefer automatic disk storage tiering. NOTE: If solution has only 1 tier of storage, answer "Y" here. 	Y	Example: 3, 5-10, 57
Prefer a single management interface for hardware, software, storage, and vmware.	Υ	Example: 3, 5-10, 57
• Is this a cloud-ready solution? We aspire to be a cloud provider and to be able to migrate		
workloads to a commercial cloud, and back, if required.	Υ	Example: 3, 5-10, 57
o If yes, what commercial clouds do you support?		List commercial clouds here
 Does your solution have the ability to provide fine detailed hypervisor and guest O/S 		
diagnostics of issues and actual causes?	Υ	Example: 3, 5-10, 57
 Is your system a multi-tenant based system using AD integration for RBAC? 	Υ	Example: 3, 5-10, 57
Prefer ability to assign a specific amount of storage to a customer and allow them to		
create guests, disks and snapshots within that space, unaffected and unseen by other		
customers.	Υ	Example: 3, 5-10, 57
 Does your solution provide any assistance in calculating chargeback for VM 		
cpu/mem/storage?	Υ	Example: 3, 5-10, 57
o NOTE: Something like vmware IT Business Management, Appito, or similar.		List chargeback solution here
Does your solution provide any workflow automation	Υ	Example: 3, 5-10, 57
NOTE: Something like vRealize Orchestrator, Open Nebula, or similar.		List workflow automation solution

o NOTE: Something like vRealize Orchestrator, Open Nebula, or similar.

here

FEATURES TOTAL POINTS:

APPROACH - IMPLEMENTATION

CRITICAL IMPLEMENTATION APPROAC	H - 11 points
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 Vendor shall provide a proposed 	project timeline.	Υ	Example: 3, 5-10, 57
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o NOTE: Assume a Purchase Order available by 12/1/17.

o NOTE: Installation and migration of first 20 VM's must be completed no later than

2/1/18.

• '	vendor shall configure all OS/Hardware logs to write to our Syslog server, where possible.	Υ	Example: 3, 5-10, 57
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Vendor shall provide complete inventory listing, cable diagrams, cable labels.
 Y Example: 3, 5-10, 57

• Vendor shall provide all equipment 100% new, not refurbished.

• Vendor shall include services for successful migration of the first 20 VM migrations of our choice to the new environment.

• Vendor shall provide a dedicated Project Manager for entire project implementation and hold weekly project status meetings (minimum).

• Vendor shall provide the same staff for implementation and engineering.

• Warranty shall start when equipment is installed and validated to be able to accept migrations.

PREFERRED IMPLEMENTATION APPROACH - 1 point

Prefer at least limited fiber channel support for live server migration to new environment.
 Y Example: 3, 5-10, 57

APPROACH - SUPPORT

CRITICAL SUPPORT APPROACH - 11 points

•	Vendor shall provide support for storage, network, compute and vmware from single
poi	nt of contact (one call).

- o NOTE: Understanding that no one but vmware can fix vmware, we expect the vendor to stay involved directly with all 3rd parties and not require Leon County to play referee.
- Vendor shall provide solution that allows "easy button" upgrades, maintenance, and repair of EVERYTHING (hardware/software/firmware/vmware/storage/etc.).
- Vendor shall provide firmware, software, storage, networking, and vmware upgrades that have been pre-vetted and installable in single step.

Υ	Example: 3, 5-10, 57
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Example: 3, 5-10, 57

Υ

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 Vendor shall provide a minimum 7-year guarantee of support/patches/service/parts and 		
compatibility with latest vmware hypervisor.	Υ	Example: 3, 5-10, 57
 Vendor shall provide 100% automated diagnosis of hardware/software/OS issues and 		
ordering of replacement parts.	Υ	Example: 3, 5-10, 57
 Vendor shall provide a local (within 20 miles) depot of frequently used spare parts (hard 		
drives, power supplies, etc.) and next day delivery of all other parts (365 days a year), 4 hour		
emergency part delivery whenever needed including hardware, drives, networking entire		
provided environment.	Υ	Example: 3, 5-10, 57
Vendor shall provide dedicated support representatives that understand our environment		
via diagrams and interaction and advocates on our behalf, including escalation and accounting.	Y	Example: 3, 5-10, 57
 Vendor shall provide support response times, including call-in on-hold time maximums. 	Υ	Example: 3, 5-10, 57
Vendor shall provide Service Level Agreement with penalties. Problem determination		
(with qualified staff) should begin within 1 hour, on-site (if needed) within 4 hours, provided		
365 days per year.	Υ	Example: 3, 5-10, 57
 Vendor shall allow a minimum of 10 Leon County staff to initiate support calls. 	Υ	Example: 3, 5-10, 57
• Support shall be available 24x7x365.	Υ	Example: 3, 5-10, 57
PREFERRED SUPPORT APPROACH - 2 points		
Prefer 100% U.S. based support.	Υ	Example: 3, 5-10, 57
Prefer monthly account relationship/review meetings.	Υ	Example: 3, 5-10, 57
PROACH TOTAL POINTS:		

QUALIFICATIONS

15 points

 All vendor staff who will work onsite and/or have administrative access must pass FDLE
background check and fingerprinting.

o NOTE: We support justice information systems, this is an FDLE requirement.

• Vendor team must have at least 3 years of experience in engineering, supporting, and installing vmware server storage solutions.

o NOTE: Include resumes of staff performing work for this project.

Example: 3, 5-10, 57 Example: 3, 5-10, 57

QUALIFICATIONS TOTAL POINTS:

REFERENCES

10 points

Provide 3-5 customer contacts for reference for similar solutions in similar-sized environments regarding performance, technical expertise, etc. Numbers that do not connect to the proper person will be credited a zero for that reference. The County reserves the right to call known references from past experiences, or be references for any companies with which we have traded in the past, whether listed as a reference or not.

Y Example: 3, 5-10, 57

REFERENCES TOTAL POINTS:

Vendor must provide a 5-year financing plan.

Cost for system that meets requirements:

Cost for future growth scenario, exercise #1:

Cost for future growth scenario, exercise #2:

Cost for future growth scenario, exercise #3:

Y Example: 3, 5-10, 57

<--Enter cost here

<--Enter cost here

<--Enter cost here

<--Enter cost here

COST TOTAL POINTS:

INTERVIEW:

10 points (BASED ON QUALITY OF INTERVIEW RESPONSES)

Y Example: 3, 5-10, 57

INTERVIEW POINTS:

LOCAL PREFERENCE

5 points

Does the vendor meet local preference eligibility?

Y Example: 3, 5-10, 57

LOCAL PREFERENCE POINTS:

Opening Date: October 2, 2017 at 1:00 PM

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

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

John E. Dailey, Chairman Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Mainline Information Systems, Inc. (Firm Name) BY **Authorized Representative**) Joseph P. Elebash (Printed or Typed Name) 1700 Summit Lake Drive **ADDRESS** RECEIVED CITY, STATE, ZIP Tallahassee, FL 32317 2017 OCT -6 AM 7: 58 E-MAIL ADDRESS TELEPHONE 850-219-5000 PURCHASING DIVISION LEON COUNTY 888-7<u>94-479</u>2 FAX ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE) Initials 22 Addendum #1 dated 9/8/2017 Initials 🔼 Addendum #2 dated 9/15/2017 ORIGINAL Addendum #3 dated 9/28/2017



Board of County Commissioners, Leon County

RFP BC-10-02-17-01 for Compute / Storage Environment Replacement

Due: October 6, 2017 @ 10:00AM

IMPROVE SERVICE. MANAGE COST. REDUCE RISK.



October 6, 2017

Shelly Kelley / Don Tobin Board of County Commissioners, Leon County 1800-3 N. Blair Stone Road Tallahassee, FL 32308

Dear Ms. Kelley and Mr. Tobin:

Please find the Mainline Information Systems, Inc. proposal for Compute / Storage Environment Replacement in response to the Board of County Commissioners, Leon County RFP BC-10-02-17-01. Mainline is an authorized Dell Business Partner in good standing, and has been providing quality products and services with the highest degree of customer service available for nearly thirty years.

In responding to the Leon County RFP requirements, Mainline in partnership with Dell/EMC has derived a solution that addresses your expressed challenges of consolidation and operational efficiency while also offering the most flexible, scalable, and resilient architecture to build from for future needs.

The Mainline, Dell/EMC collaboration also offers superior experience, expertise, innovation, and support through overall length of time in the Data Center business, and leadership in over eighteen Gartner Magic quadrants today, including HCI.

Our proposal consists of a pair of Dell/EMC XC730xds and XC 630 HCl's replicating between Leon County data centers. Collaboratively designed by Mainline, Dell/EMC, Nutanix engineers; and installed and supported by Dell/EMC engineers, our design uses minimal compression ratios to attain the requested storage capacity yet, leaves exponential growth room for Leon County.

Flexible financial consumption packages are also proposed by Dell Financial Services. Making our solution both a collaborative and conclusive offering.

Overview -

Dell XC brings public cloud-like simplicity to Leon County's datacenters, supporting all enterprise
applications, at scale, including virtualized applications, bare-metal services, and container-based
applications. Dell XC platforms are built on web-scale engineering principles: software-defined,
fully distributed with no single point of failure, and built-in self-healing.

Consolidation / Operational Efficiency -

The Dell/EMC XC730xd is designed to consolidate your Compute and Storage environments into
one appliance simplifying tasks related to provisioning, maintenance and upgrading.

- XC is supported by one company, one phone call for your needs
- XC Supports Multiple Hyper Visors, bare metal from one console
- Dell XC provides simple, powerful management spanning across private and public clouds through "Prism". An intuitive interface and comprehensive set of REST APIs enables complex operations to be either automated or accomplished with one-click across the entire stack.
- With consumer-grade simplicity, IT administrators are immediately productive; managing everything from compute, VM operations, storage, data protection and disaster recovery -- across single or multiple sites.
- Dell XC becomes smarter over time with patented machine-learning data-drive algorithms, reducing reliance on everyday administrator intervention.

Scalability-

- Dell XC scales to keep in lockstep with your business needs. This predictable pay-as-you-grow scaling eliminates upfront over-provisioning, idle spare hardware, and painful forklift upgrades.
- Capacity can be added on-demand with a single click and no disruption to production applications.
 Linear scaling yields predictable performance and capacity as resources are added.
- Dell XC has no Maximum cluster size (nodes per cluster). In fact, as the Distributed Storage Fabric scales, the Write I/O continues to be distributed further meaning higher Write performance.
- CPU and I/O capacity grow linearly on demand to service your enterprise applications—by design, your applications get more as they need more.

Business Value -

- Average Payback time = 7.5 months
- 71% less time to manage
- 85% faster to deploy
- 98% Unplanned downtime

Choosing Mainline as your supplier

We believe that Mainline via Dell/EMC are best positioned to deliver your requirements for three primary reasons: we have the most experience designing and installing HCI solutions, we have applied a very aggressive discount for a newly designed HCI Solution, we are committed to professionalism, innovation, and doing the right thing.

Thank you for considering the attached proposal to meet your technology needs. I look forward to



discussing the elements of this proposal with you in detail. Please feel free to contact me for any additional information.

Sincerely,

Воб Pues

Bob Pues

Senior Regional Account Executive Mainline Information Systems, Inc.

Phone: (904) 571-6218

Email: bob.pues@mainline.com



Board of County Commissioners, Leon County

RFP BC-10-02-17-01 for Compute / Storage Environment Replacement

Due Date: October 6, 2017

Prepared For:

Shelly Kelley / Don Tobin Board of County Commissioners, Leon County 1800-3 N. Blair Stone Road Tallahassee, FL 32308

kelleys@leoncountyfl.gov tobind@leoncountyfl.gov Presented By:

Bob Pues Senior Regional Account Executive Mainline Information Systems, Inc. (904) 571-6218

bob.pues@mainline.com

CONFIDENTIAL

PLEASE NOTE: This proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

Mainline: Helping IT Put IT Together

Mainline's Expertise and Experience

With deep experience and expertise, Mainline understands the pressures facing IT executives — the various systems and requirements, as well as the need to reduce costs yet support increasing amounts of data. Mainline has experience working with organizations of all sizes to enhance business performance through technology.

The professionals at Mainline take time to understand each individual business's objectives, exploring the existing infrastructure, client pain points, and expectations as well as focusing on the processes underpinning the organization.

Mainline experts hold more than 800 technical certifications across the entire Mainline solution portfolio — servers, storage, software and services. From the statement of work to implementation and support services, Mainline helps transform core business processes for long-term success. Mainline solution teams are described by clients as reliable, responsive, and knowledgeable.

Portfolio of Solutions

IT Infrastructure

Servers

- Mainframe
- Enterprise Compute
- Power
- Converged Systems
- Hyper-Converged Infr.
- Blades

Services

- Professional IT Staffing
- Managed Services
- Infrastructure Services
- Consulting Services
- Project Management

Software

- Tivoli/StoreOnce
- Information Management
- WebSphere
- Rational
- Cognos
- Lotus
- Security & Risk Mitigation
- Business Intelligence

Solutions

- Business Analytics
- Networking IP, WAN & SAN
- Virtualization
- Business Continuity
- Security & Risk Management

Data Management

- Disk DS, XIV, P4000, 3PAR
- Infrastructure SAN, SVC
- Data Protection Tape, Virtual Tape
- NAS NetApps, nSeries, HDS

Partners

- 10ZiG Technology
- Actifio
- Arrow ECG
- Avere Systems
- Baseline Data Systems, LLC
- BlueAlly
- Brocade
- caTechnologies
- Cisco Systems
- Centrify Corp.
 Code Relief
- De

- EMC
- Fusion-io
- Hitachi Data Systems
- HP
- IBM
- Intel
- Juniper Networks
- Luminx
- NetApp
- NutanixPKWARE
- Procurri

- ProSource Solutions
- Pure Storage
- QLogic
- Red Hat
- RocketSimplivity
- SUSE
- SYNNEX Corporation
- Tech Data
- TxMQ
- Veeam
- VMware



Featured Solutions from Mainline:

Business Analytics

Business analytics solutions allow companies to gather, store, access and analyze corporate data to aid in decision-making. Mainline has joined forces with the top business analytics partners, including IBM, to acquire and deploy the finest analytical solutions on the market today. In addition, Mainline has grown its analytics practice with the acquisition of Software By Design, an industry expert in business analytics solutions. Mainline has expertise in financial performance management, big data, social analytics and mobile analytics – all designed to provide you with a competitive edge.

Storage Optimization and Business Continuity

Ensuring that your data is available and secure during normal working conditions and in time of adversity is critical to your business. To start, Mainline can help you maximize existing storage capacity, improve tiering, consolidate storage hardware and improve performance.

In addition, Mainline offers a variety of business continuity technology and services that include high availability, risk management, planning, emergency equipment replacement, implementation and recovery. We provide services, resources and technology to help businesses prepare for and respond to downtime, whether planned or unplanned.

Services and Support

Mainline has a robust services offering that includes managed services and support, staffing solutions, infrastructure services and consulting services. Our managed services offerings are designed to augment and/or limit the need for IT staff to handle the day-to-day operations of the data center, including the management of hardware and software maintenance and licensing. Using a unique framework, we are able to provide a range of IT managed services to keep your systems, servers, and network infrastructure up and running, and your people and business productive.

Mainline's services team also offers staffing solutions for short- and long-term IT needs. Our highly skilled professionals can help you meet that delivery deadline or consult you on an upcoming project.

Whether you need a consultant to help you identify changes that need to be made; you need professionals to work alongside you on a technology project; or you would like to give the responsibility for your technology to a trusted provider, Mainline can help.

Virtualization

Mainline's team of IT professionals has proven experience implementing large scale virtualization solutions in a broad range of platform, application and vertical environments.



Distinct from other providers, we offer technical expertise and leadership resources in ALL the environments — servers, storage and desktop. We've assembled the widest portfolio of products and services in the industry to make your journey through virtualization a successful reality.

Networking and Security

Mainline has teamed with leading suppliers of networking technology, including Cisco, Brocade and others, to offer complete network solutions. Our networking engineers have expertise in designing and implementing solutions around network systems, data center, availability, branch office and unified communications.

Mainline is one of the few solution providers that can provide an end-to-end, layered security solution one that protects your assets from threats of all sizes and shapes. For your physical security needs, Mainline's video surveillance solution is a high definition camera-based solution that can be networked into your existing IT infrastructure. Mainline's team can integrate everything a system needs to enable secure, anywhere, anytime communications across the business.

Awards

IBM Beacon Award IBM Power Systems Specialty **Elite Certification** IBM System x Specialty Elite HP Virtualization Elite Partner Certification

VMware Desktop Virtualization Partner of the Year CRN's List of Tech Elite 250

IBM BP Excellence Award **IBM Software Value Plus**

Red Hat North American Partner of the Year

IBM Cloud Builder Certification IBM System Storage Specialty **Elite Certification** VMware Technical Achievement

Cisco's Customer Satisfaction **Excellence Distinction**

Award



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Company Overview

Established in 1989, Mainline Information Systems, Inc. is a privately held corporation headquartered in Tallahassee, FL. A true veteran in the IT solutions industry, Mainline's experience, skills, and customer service are unrivaled.

As an information technology solutions and consulting firm with nearly 30 years of experience, Mainline has helped thousands of clients increase the effectiveness of their IT infrastructure by providing cost-effective hardware, software, and services solutions.

With a staff of approximately 500 professionals nationwide, Mainline has the perfect balance of size and responsiveness: national reach that maintains a local touch. We're big enough to meet the needs of global companies, but we're small enough to take the time to get to know our client's IT landscape.

Why Mainline for Data Storage Transformation?

Storage is foundational to Mainline's business, and for more than 25 years we have paved the path to smarter solutions that work in practice, not just in theory. We've delivered the right solutions to our clients utilizing leading storage technologies such as IBM, HP, Dell EMC, Infinidat, Pure Storage, Nimble, NetApp, and other emerging technology vendors. Mainline consultants offer full data transformation services, from assessment through implementation and managed services, saving our clients time and money, and minimizing risk; and we can also position you to navigate your data lake so that your information is easily extractable and actionable for greater business agility.

Using our expertise in various storage options, including CKD, Block, File and Object, Flash, and Cloud Mainline architects a best-of-breed design that satisfies both demand and budget. For example, a solution could provide a global object store that can be used for images, video surveillance, backup and archive, and can be housed on-premise, in the cloud, or both.

Quick-start Data Services offerings:

- Custom Demos
- PoC Management
- Performance Study
- Capacity Study
- Backup Healthcheck
- Integration Design
- Solution Training
- Customer Planning Workshop
- Migration Planning and Assistance

Technical Expertise Related to Dell EMC Nutanix Data Storage Management and Transformation

Our staff includes industry certified architects, engineers, and consultants who know both the technical and business side of networking and the impact to the business of network efficiency and availability. Some of those on staff include:

- Andy Young Data Domain Implementation Engineer
- Joe Germinario Nutanix Sales and Engineer
- Chris Otis EMC Technology Architect, Isilon Solutions Specialist
- James Marcinek EMC VMAX Systems Engineer
- Jennifer Miles EMC Technology Architect, Backup Recovery Systems and Architecture
- Michael Wong Dell EMC Solution Architect, Nutanix Sales Specialist and Engineer
- Peter MacDonald Dell EMC Velocity and Backup Solution Specialist
- Ranier Barthel RSA Systems Engineer
- Scott Buecker EMC Technology Architect, VNX Solutions
- Sean Warren EMC Technology Architect, VNX and Isilon Solutions
- Seth Tollefson EMC Technology Architect, VNX Solutions
- Steve Wick EMC Technology Architect, Isilon Solutions
- TJ Dowling Dell EMC PowerEdge Servers
- William Turner Dell EMC PowerEdge Servers, Software Defined Storage, Nutanix Sales and Engineer
- Chris Tornabene Nutanix Platform Professional

Mainline has built our solid reputation on a track record of putting clients first. Working with companies from across the country and across industries, Mainline understands the subtleties and specific challenges that guide modern IT decisions. We have numerous certified architects across various specialties that will work to understand your requirements and recommend best practices to meet them. This combination of listening and learning means that our IT solutions enable business results. We help your IT dollars go farther, recommending cost effective solutions with higher ROI and shorter payback periods than other value-added resellers.

To support the entire IT lifecycle of our customers, Mainline employs an end-to-end IT services delivery model that results in tailored, optimal IT solutions for business. To begin, Mainline offers technology assessment services, design and build strategy sessions, and implementation advice. Later, after you've selected a strategy, Mainline offers installation, implementation, and training services through OEM approved channels. Mainline even provides build-out services for complex solutions, integrating our hardware, software, and services expertise into complete turn-key solutions. Once these solutions are operational, Mainline again offers advice as well as managed services, including remote or on-site support and administration of new or existing solutions. This end-to-end approach ensures that Mainline is providing the right amount of expertise when and where it's needed.

Technical Solution

Features

Must provide easy and modular growth of storage.

Mainline Response: Addition of storage is a matter of simply adding an additional node, it can be compute heavy, storage heavy, or a combination of the two. The node addition process only requires the administrator to enter the IP addresses, and it is basically one click, capacity is available immediately and there is no mass movement of data. There is also no need to move data off and recreate disk groups or similar as these legacy concepts and complexities do not exist in ADSF. Dell XC Powered by Nutanix is also the only platform to allow expanding of capacity via Storage Only nodes and supports VMs which have larger capacity requirements than a single node can provide. Both are supported out of the box with zero configuration required.

Adding storage only nodes also increases performance, resiliency for the entire cluster, as well as the management stack including PRISM. The main difference with our storage only node is that it is not a member of the hypervisor cluster, and as a result, does not run virtual machines; but it is a fully functional member of the NDFS cluster. A VMWare license is also not required; with our Acropolis Operating System, storage can be presented to VMWare as a datastore.

Must use Intel CPUs.

Mainline Response: Dell XC Powered by Nutanix support a large variety of Intel x86-64 CPU models. A detailed list of presently offered Dell XC platforms and CPUs can be found here:

http://www.dell.com/en-us/work/shop/povw/dell-xc-series

Must use existing APC racks & power (see Planning Factors document, Environment section.)

Mainline Response: Mainline will utilize existing racks and PDU's (provided by customer). By default, Dell XC Powered by Nutanix nodes ship all nodes with NEMA C13 to C14 plug types.

All documentation must be readily available online.

Mainline Response: Dell provides you personalized access to our support portal:

www.portal.nutanix.com

Within the portal you will have access to:

- Documentation
- Software Documentation
- Hardware Replacement Documentation



- Knowledge Base
- Solutions Documentation
- EOL Information
- Field Advisories
- Security Advisories
- Product Notices
- AOS Upgrade Path
- Compatibility Matrix
- Webinar Recordings
- Support and Forums
- Open Cases
- View Cases
- Downloads
- Your Products

My Dashboard is a personalized view within the award-winning Dell/Nutanix Support Portal, available to customers with active Mission Critical or Production Support agreements. It provides an at-a-glance summary of your installed Dell assets and support requests, bringing improved insights and convenience to your Dell XC experience.

Gain insight into:

- Open cases and any escalations
- Locations of all installed Nutanix assets and status of contracts
- Any Pulse diagnostic alerts within the last 48 hours globally
- Current status and past history of component parts dispatches
- Must provide CPU/memory/disk performance minimums (See DPAC document.)

Mainline Response: We sized the solution based on information included in the DPAC documentation.

Must leverage our existing license investment, including:

Mainline Response: Please see specific responses below. Any licenses from third party vendors will need to be provided by the customer.

VMware Enterprise Plus

Mainline Response: The proposed solution adheres to all VMware requirements.

Veaam Enterprise Plus

Mainline Response: Dell XC Powered by Nutanix has a strong ecosystem partnership with Veaam.



Please see below for details on the partnership.

https://www.veeam.com/executive-blog/nutanix-partner-to-transform-hci-market.html

In addition, with support for vStorage API for Data Protection (VADP) and application level consistent snapshots by leveraging Volume Shadow Services (VSS), Nutanix backup and DR capabilities fully integrate with third-party tools, such as Veritas, NetBackup, Veaam, Commvault, and VMware SRM.

Turbonomic

Mainline Response: See https://www.nutanix.com/documents/partners/nutanix-and-turbonomic.pdf for more details.

VMware Horizon

Mainline Response: The Dell XC/Nutanix Virtual Computing Platform is fully validated with VMware Horizon Enterprise/Horizon View. Reference Architectures are available for the Horizon Suite and Horizon View, including our recently released Horizon 6.0 Reference Architecture. VMware Horizon 6.0 with View – Nutanix http://go.nutanix.com/rs/nutanix/images/TG View on Nutanix RA 1.pdf

MS SQL Datacenter

Mainline Response: The Dell XC Powered by Nutanix Hyper converged infrastructure (HCI) has validated reference architectures for wide varieties of Enterprise Tier 1 workloads, including Microsoft SQL, Oracle, SAP, Etc. The Dell XC Powered by Nutanix solution is a flexible platform designed for multiple Enterprise workloads such as Oracle and MS SQL server. Below are more examples based on various workloads which could run on Nutanix.

- Microsoft SQL <u>http://go.nutanix.com/rs/031-GVQ-112/images/BPG-Microsoft-SQLServer.pdf</u>
- Oracle
 http://go.nutanix.com/rs/nutanix/images/BP-2000 Oracle on Nutanix Best Practices.pd
 http://go.nutanix.com/rs/nutanix/images/Nutanix Tech Note Virtualizing

MS Windows Server Enterprise

Mainline Response: Dell XC Powered by Nutanix is the only HCI solution that supports VMware vSphere, Hyper-V, XenServer, and our own Acropolis Hypervisor (AHV). For guest OS support, Nutanix supports all Windows and Linux operating systems which are supported by the Hypervisor as this is a Hypervisor level feature.

Oracle



Mainline Response: Dell XC Powered by Nutanix is an Oracle Gold Partner and is the leader in running Oracle and Oracle RAC on HCI — with customers in production for over three years now. An Oracle customer, for example, can have a 10-Node Dell XC Enterprise Cloud Platform and create a 2-Node ESXi Cluster for Oracle, a 2 Node ESXi cluster for SQL and a 6-Node ESXi cluster for general server virtualization. The environment still utilizes one Prism Console and one storage fabric, but isolated into multiple ESXi clusters for fencing or caging Oracle licenses. This layout is no different, from a licensing standpoint than using a shared storage platform serving different ESXi clusters.

 Must be able to replicate 100% of our workloads between 2 major data centers and run 100% of our workloads at 1 data center with 80% of the response time

Mainline Response: Mainline's Dell XC/ Nutanix solution is compliant with the above requirements.

Native Nutanix Snapshots

Per-VM or per-volume group snapshots enable instant recovery. Depending on the workload and associated SLAs, customers can tune the snapshot schedule and retention periods to meet the appropriate recovery point objectives. With the intuitive UI snapshot browser, you can perform restore and cloning operations instantly on the local cluster.

Two-Way Mirroring

The ability to mirror VM and volume group replication between multiple sites is necessary in environments where all sites must support active traffic. Consider a two-site example. Site B is the data protection target for selected workloads running on site A. At the same time, site A serves as the target for designated workloads running on site B.

Many-to-One

In a many-to-one or hub-and-spoke architecture, you can replicate workloads running on sites A and B, for example, to a central site C. Centralizing replication to a single site may improve operational efficiency for geographically dispersed environments. Remote and branch offices (ROBO) are a classic many-to-one topology use case.

To the Cloud

With Cloud Connect, customers can now use the public cloud as a destination for backing up their oncluster VMs and volume groups. At this time, Nutanix supports Amazon Web Services (AWS) as the cloud destination. This option is particularly suitable for customers who do not have an offsite location for their backups, or who are currently relying on tapes for storing their backups offsite. Cloud Connect provides customers with backup options for both Hyper-V and ESXi using the same Prism UI.

Backup and Disaster Recovery on Remote Sites

Nutanix allows administrators to set up remote sites and select whether they use those remote sites for simple backup or for both backup and disaster recovery.

Remote sites are a logical construct. Any Acropolis cluster—either physical or based in the cloud—used as the destination for storing snapshots must first be configured as a "remote site" from the perspective of the source cluster. Similarly, on this secondary cluster, you must configure the primary cluster as a "remote site" before snapshots from the secondary cluster start replicating to it.

Configuring the backup option on Nutanix allows an organization to use its remote site as a replication target. This means that you can back up data to this site and retrieve snapshots from it to restore locally, but failover protection (that is, running failover VMs directly from the remote site) is not enabled. Backup supports using multiple hypervisors; as an example, an enterprise might have ESXi in the main data center but use Hyper-V at a remote location. With the backup option configured, the Hyper-V cluster could use storage on the ESXi cluster for backup. Using this method, Nutanix can also back up to Amazon Web Services from Hyper-V or ESXi.

Configuring the disaster recovery option allows you to use the remote site both as a backup target and as a source for dynamic recovery. In this arrangement, failover VMs can run directly from the remote site. Nutanix provides cross-hypervisor disaster recovery between ESXi and AHV clusters. Today, Hyper-V clusters can only provide disaster recovery to other Hyper-V-based clusters.

Native Snapshots: Time Stream

Nutanix native snapshots, which we call Time Stream, provide production-level data protection without sacrificing performance. Nutanix utilizes a redirect-on-write algorithm to dramatically improve system efficiency for snapshots. Native snapshots operate at the VM level, and our crash-consistent snapshot implementation is the same across hypervisors. Implementation varies for application-consistent snapshots due to differences in the hypervisor layer. Nutanix Time Stream can create unlimited local backups and recover data instantly to meet a wide range of data protection requirements

Roundtrip ping time is less than 1 ms average between data centers

Mainline Response: Acknowledged.

Leon County uses Cisco switching equipment. Must include the following equipment in the quote.

Top of rack switches for both data centers

- (Quantity 4) Cisco Nexus 2348TQ FEX, 48-port 10 G Base-T, Part Number: N2K- C2348TQ4F forward airflow.
- NOTE: Separate Cisco SmartNet support will be provided by Leon County; however, we still expect the vendor to provide technical support as the network equipment inter-relates to the compute environment.



Mainline Response: Mainline will respond to the Cisco switching needs with the exact components outlined in this RFP. One notation is that the way the RFP states the requirements mentions that the FEX switches will be connected to other FEX switches and in general this is not a standard practice and won't work as designed. In subsequent questions we submitted, the requirement changed to connect to top of rack and core switches which is standard practice and we modified our response and the configurations to adapt to the restated requirements. Mainline will work with the IT staff to ensure all requirements and implementation issues are addressed which may not have been specifically outlined to ensure the systems function as designed and will fully meet the Leon County IT staff's application needs. Solution must provide easy, modular, and scalable growth of compute environment.

Solution must provide easy, modular, and scalable growth of compute environment.

Mainline Response: Unlike other Hyper-Converged Infrastructure (HCI) solutions on the market today, Dell XC Powered by Nutanix is designed to scale-out from a small three-node cluster to one of limitless size with no interruption to service and no need for disruptive forklift upgrades or data migrations to scale up or down. In fact, a Dell XC cluster has no scalability limits with regard to either storage capacity or node count. Each node in a Dell XC cluster participates in data access and maintaining data resiliency and so each node added to a cluster expands not only compute and storage capacity, but also increases the IOPS capability of the entire cluster, which when combined with data locality - a patented feature unique to Nutanix - allows for a true scale out architecture. Unlike many other HCI solutions, Dell XC nodes in a cluster do not need to be the same type or configuration and new ones can be added to an existing cluster at any time to add whatever is needed (compute and/or storage). This ability to mix node types within the same cluster facilitates a new and simpler approach to life cycle management by also allowing for one to take advantage of newer, faster and more cost effective processing, storage and network communications technologies as they become available overtime, all without needing to discard existing investments, forcing one to manage separate environments for older and newer infrastructure, or requiring time consuming, complex, disruptive and costly data migrations. Nutanix's Distributed Storage Fabric (DSF) is uniquely able to scale out to a limitless size, all while maintaining consistently high performance and without suffering any performance degradation because of the following technologies:

Data Locality

Each node in Dell XC cluster participates in servicing reads and writes of data blocks to the guest VMs that run on the cluster, always maintaining resiliency of data by ensuring a block of data when written is done so on the node where the guest VM is running on while also synchronous replicating that block of data to one or two other nodes before acknowledging that write. However, when a read is requested by a guest VM, the node on which it is running on will always ensure that data is read from locally stored copies of that data and this data locality is maintained even after VM is moved to any other host in the cluster. By ensuring this data locality is maintained, without the data needing to traverse the network data is served to guest VMs with very high transfer rates because they are effectively being transferred at system bus speeds and with the lowest possible latency, instead of wire speeds and not traverse the network where bottlenecks and additional latency can be introduced. It should be noted that Data Locality is unique to Nutanix and is patented, so no other Hyper-Converged Infrastructure solution on the market can provide

this feature. This feature is important because it not only provides predictable and consistently fast data access performance not matter how large the cluster grows to while reducing dependency and introducing latency on/from the networking layer, but also future proofs organizations that adopt the Nutanix platform as newer and faster flash technologies such as NVMe and 3D XPoint processors saturate even the fastest networking technologies and higher memory and CPU core densities allows for more virtual machines to be hosted on a single host needing to access ever more storage data.

<u>Automated On-Demand Tiering</u>

On hybrid systems, where SSDs are combined with HDDs on nodes, data that is cold or becomes cold is stored on slower spinning disks which, while data that is accessed frequently or more than once is moved and stored on faster SSDs. This data movement between hot and cold or performance and capacity tiers, happens automatically and transparently without users' knowledge and ensures that hot and cold data are always stored and accessed from the most appropriate tier, ensuring that data which is frequently used gets the highest priority in terms of IOPS, latency and throughput. A Nutanix cluster's SSD and HDD tiers are cluster-wide with local node's SSD tier always having the highest priority tier for all I/O generated by VMs running on that node, however all of the cluster's SSD resources are made available to all nodes within the cluster. The SSD tier will always offer the highest performance and is a very important thing to manage for hybrid arrays.

Shadow Cloning

The Acropolis Distributed Storage Fabric has a unique feature called 'Shadow Clones', which allows for distributed caching of particular vDisks or VM data which is in a 'multi-reader' scenario and not only ensures great performance for data reads by multiple VMs from a single vDisk. A great example of this is during a VDI deployment many 'linked clones' will be forwarding read requests to a central master or 'Base VM'. In the case of VMware View, this is called the replica disk and is read by all linked clones, and in XenDesktop, this is called the MCS Master VM. This will also work in any scenario which may be a multireader scenario (e.g., deployment servers, repositories, etc.). Data or I/O locality is critical for the highest possible VM performance and a key struct of DSF. With Shadow Clones, DSF will monitor vDisk access trends similar to what it does for data locality. However, in the case there are requests occurring from more than two remote CVMs (as well as the local CVM), and all of the requests are read I/O, the vDisk will be marked as immutable. Once the disk has been marked as immutable, the vDisk can then be cached locally by each CVM making read requests to it (aka Shadow Clones of the base vDisk). This will allow VMs on each node to read the Base VM's vDisk locally. In the case of VDI, this means the replica disk can be cached by each node and all read requests for the base will be served locally. NOTE: The data will only be migrated on a read as to not flood the network and allow for efficient cache utilization. In the case where the Base VM is modified, the Shadow Clones will be dropped and the process will start over.

Allow heterogeneous memory/compute and storage configuration, i.e. some hosts may be high
 CPU socket/core count @ lower Ghz, others may be low socket/core count @ high Ghz.

Mainline Response: Dell XC Powered by Nutanix nodes support a wide variety of CPU (high core/low GHz, low core/high GHz, etc), memory and storage configurations, and also allow mixing of different node types in a cluster. A detailed list of presently offered Nutanix platforms and CPUs can be found here: http://www.dell.com/en-us/work/shop/povw/dell-xc-series

Solution must provide for 5-year data growth (as outlined in the Planning Factors document.

Mainline Response: 5 years of data growth is included in Mainline's pricing, however, as an alternative to buying 5 years of growth up front, Dell XC Powered by Nutanix can offer the ability to scale the infrastructure as data needs increase (pay as you grow model). Addition of storage is a matter of simply adding an additional node, it can be compute heavy, storage heavy or a combination. The node addition process only requires the administrator to enter the IP addresses and it is basically one click, capacity is available immediately and there is no mass movement of data. There is also no need to move data off and recreate disk groups or similar as these legacy concepts & complexities do not exist in ADSF. Nutanix is also the only platform to allow expanding of capacity via Storage Only nodes and supports VMs which have larger capacity requirements than a single node can provide. Both are supported out of the box with zero configuration required. Interestingly, adding storage only nodes also increases performance, resiliency for the entire cluster as well as the management stack including PRISM. The main difference with our storage only node is that it is not a member of the hypervisor cluster and as a result, does not run virtual machines, but it is a fully functional member of the NDFS cluster. You also do not need to license it with a VMWare license, with our Acropolis Operating System, you can present the storage to VMWare as a datastore.

Solution must provide a 5-year hardware warranty on all products (except Cisco switches), and 5-year technical support for the entire solution. Licensing and renewals for existing products (unless increases are required) do not need to be included.

Mainline Response: Mainline is providing 5-year hardware warranty on all hardware except the Cisco switches.

Prefer capability for OS/Hardware logs to be configured to write to a separate Syslog server.

Mainline Response: Dell/Nutanix can be configured to send SYSLOG messages to a remote SYSLOG server. These will be included in our implementation services.

 Prefer ability to provide fine detailed hardware diagnostics of issues and actual causes (i.e., congestion with storage, CPU, memory, etc.).

Mainline Response: The proposed solution includes the Prism management interface which provides detailed diagnostics within a single interface. Nutanix Prism provides central access for administrators to configure, monitor, and manage virtual environments in an efficient and elegant way. Powered by advanced data analytics and heuristics and rich automation, Prism offers unprecedented simplicity by combining several aspects of datacenter management into a single, consumer-grade solution. Using

innovative machine learning technology, Prism can mine large volumes of system data easily and quickly and generate actionable insights for optimizing all aspects of virtual infrastructure management. Prism is a part of every Nutanix deployment and has two core components:

Prism Element

Prism Element is a service built into the platform for every Nutanix cluster deployed. Prism Element provides the ability to fully configure, manage, and monitor Nutanix clusters running any hypervisor.

Prism Central

Because Prism Element only manages the cluster it is part of, each Nutanix cluster in a deployment has a unique Prism Element instance for management. As organizations deploy multiple Nutanix clusters, they want to be able to manage all of them from a single Prism instance, so Nutanix introduced Prism Central. Prism Central offers an organizational view into a distributed Nutanix deployment, with the ability to attach all remote and local Dell XC/Nutanix clusters to a single Prism Central deployment. This global management experience offers a single place to monitor performance, health, and inventory for all Nutanix clusters. Prism Central is available in a standard version included with every Dell XC/Nutanix deployment and as a Pro version that is licensed separately and enables several advanced features.

Nutanix Prism [Control Plane]

The Dell/Nutanix hyper-converged platform marries web-scale capabilities with an intuitive user-centric management experience to simplify every aspect of the IT infrastructure lifecycle. Nutanix Prism provides a single pane of glass to monitor and control one or more Dell XC clusters, with simplified workflows and rich automation for common administrative tasks such as managing resource pools.

Intuitive Administration

Nutanix Prism is a comprehensive management framework that brings powerful control and radical simplicity to the Nutanix web-scale experience. Using Prism, administrators get end-to-end visibility and control of their Dell XC/Nutanix hyper-converged clusters, for easy deployment, maintenance and scaling of infrastructure. Prism includes an elegantly simple, platform-agnostic HTML5 interface and native REST-based API for integration with cloud and datacenter orchestration systems. Integrated workflows covering the gamut of administrative tasks, from deployment, provisioning and scaling to data protection and diagnostics, simplify every aspect of infrastructure management. Administrators can view availability and real-time consumption of all resources in the hyper-converged system at VM granularity, including virtual machines, CPU, memory and storage. Prism also complements virtualization management tools, such as VMware vCenter and Microsoft System Center, Virtual Machine Manager.

Prefer low or zero consolidation ratio sacrifice (HCI overhead of hypervisor/storage system).

Mainline Response: Nutanix Controller VM (CVM) is the only "overhead" per physical node. CVM



recommended configuration is:

- 8 vCPUs
- 32GB memory

There is no other overhead as CVM contains both data plane and control plane components necessary to operate and manage the Dell XC/Nutanix cluster

 Prefer ability to include automation and tenanting of customer provisioning and allow management of their own VM's and datastores without sacrificing security of other tenants.

Mainline Response: Physical segmentation used to be required to provide multi-tenancy and data security. It is now generally accepted that logical segmentation is capable of providing the required levels of security, driving huge efficiencies through consolidation and simplified management. Multi-tenancy can be achieved in a number of ways in a Dell/XC Nutanix environment as described below.

<u>Hypervisor-based multi-tenancy</u>

Multi-tenancy is fundamentally supported within vSphere and Dell XC Powered by Nutanix supports the hypervisor's secure and proven multi-tenancy. Within vSphere (for example), granular roles and permissions enable multiple tenants to view and administer only their own virtual machines and utilize only as much compute, network and storage resources as they have been allowed.

vRealize Suite (formerly vCloud Automation Center) and Microsoft private Azure Pack both extend this to provide a complete multi-tenant portal. Granular access is provided via the Nutanix REST API for individual tenants, which can be utilized by VMware vRealize Suite and Microsoft private Azure pack.

VMware Security Hardening Guides can be followed to further secure the vSphere platform, according to the Council's requirements.

Dell XC Powered by Nutanix supports this by providing the capability to allocate a flexible quota of storage to a 'container', which is represented as a tenant's vSphere datastore. Data security is a fundamental feature of Nutanix (as with all storage platforms), and changes to one area, block or file cannot affect or corrupt any others. Tenants will have no visibility of each other's datastores or virtual machines, or ability to corrupt or otherwise impact them.

Dell XC Powered by Nutanix is designed to provide a scalable multi-tenant platform, and further separation at the hypervisor level is also possible by creating multiple vSphere clusters running on the same underlying Nutanix cluster. If a physical separation is deemed necessary, separate pools of storage could be configured using dedicated disks (self-encrypting models are available), or entirely separate Nutanix clusters could be created – still managed from the same single pane of glass (Prism Central).

It is also worth noting that Microsoft Windows Server offers built-in data encryption using Bitlocker. This can also be utilized within virtual machines by tenants that require data encryption.

Multi-tenancy through network partitioning Utilizing different VLANs for each tenant's virtual machines ensures separation at the network level - this can likely be controlled by the Council's existing network security tools although it should be born in mind that no additional network components are included or required with this proposal.

LUNs presented directly to physical or virtual servers are secured through the use of standard iSCSI IQNs, and optionally with CHAP (Challenge-Handshake Authentication Protocol). These can be provided over multiple VLANs to ensure tenant separation, and IPSec encryption is available.

For additional security for the Nutanix Prism management interface, two-factor authentication can be enabled for users through a combination of a client certificate and/or username /password.

Prefer ability for de-duplication, compression, thin provisioning.

Mainline Response: The Dell XC/Nutanix platform incorporates a wide range of storage optimization technologies that work in concert to make efficient use of available capacity for any workload. These technologies are intelligent and adaptive to workload characteristics, eliminating the need for manual configuration and fine-tuning. It should be noted, that unlike some other Hyper-Converged Infrastructure solutions on the market Today, Dell XC/Nutanix is able to provide the features discussed below for both hybrid (those combining SSDs and HDDs drives) and all-flash systems (those having all drives as SSDs).

The following optimizations are leveraged:

- Compression
- Deduplication
- Erasure Coding
- All storage in a Nutanix Cluster in thin-provisioned by default
- Prefer automatic disk storage tiering (if storage has more than 1 tier.)

Mainline Response: Dell XC Powered by Nutanix supports Auto Tiering in Hybrid deployments. When using a hybrid configuration (SSD & HDD), the Dell XC/Nutanix solution always uses tiered storage with the hot data residing on tier 1 (SSD) and cold data residing on tier 2 (HDD). These two tiers are available across all nodes and to all VMs regardless of which node they are running on.

Prefer a single management interface for hardware, software, storage, and VMware.

Mainline Response: Prism is a management solution from Nutanix that gives administrators an easy way to manage their end-to-end virtual environments. Prism brings unprecedented simplicity by combining several aspects of datacenter management into a single, consumer-grade solution. Prism is powered by advanced machine learning technology to easily and quickly mine large volumes of system data and generate actionable insights for optimizing all aspects of virtual infrastructure management. Prism has been designed ground-up for an uncluttered experience and provides a rich, intuitive user interface to



simplify and streamline common datacenter workflows, eliminating the need to have disparate management solutions for different tasks.

• Is this a cloud-ready solution? We aspire to be a cloud provider and to be able to migrate workloads to a commercial cloud, and back, if required.

Mainline Response: With Nutanix Calm, the solution is completely cloud ready.

Nutanix Calm

Calm provides application automation and lifecycle management for the Nutanix and public clouds, as part of the Nutanix Enterprise Cloud Platform. Calm orchestrates the provisioning, scaling and management of applications across multiple environments to make the entire IT infrastructure more agile and application centric. With Calm, applications are defined via simple blueprints that can be easily created and instantly deployed. IT managers can utilize pre-integrated blueprints or create their own, and then publish them to the Nutanix Marketplace. IT can empower other teams, such as application developers or lines of business, to deploy and manage applications from the Marketplace in a self-service manner —while retaining full control of the infrastructure. Organizations can now fully automate the provisioning of Hybrid Cloud architectures, scaling both multi-tiered and distributed applications across different cloud environments, including AWS. Calm's policy-based governance and reporting show the overall utilization and true cost of your public cloud consumption at a glance so that application provisioning decisions are based on business needs and budget requirements.

If yes, what commercial clouds do you support?

Mainline Response: Nutanix Cloud Connect seamlessly integrates public cloud services, such as Amazon Web Services (AWS) and Microsoft Azure, with Nutanix-powered private cloud environments. Cloud Connect allows Dell XC/Nutanix customers to combine private and public cloud technology into their long-term infrastructure strategy without requiring third-party software or hard to maintain plug-ins. Cloud Connect enables customers to embrace public cloud services by making them a logical extension of their own datacenters.

- Amazon Web Services Cloud (AWS)
- Microsoft Azure
- Google Cloud Platform (GCP)
- Nutanix Xi Cloud
- Does your solution have the ability to provide fine detailed guest O/S diagnostics of issues and actual causes?

Mainline Response: The Dell XC Powered by Nutanix solution is designed to allow customer administrators to be entirely self-sufficient by providing the tools needed by IT departments to proactively identify and remediate any system health issues or imminent shortage of physical resources based on

existing utilization trends. Day-to-day proactive monitoring and metrics for all entities within the hyper converged stack, from physical disks right up to VMs, are presented to system administrators in an easy to digest format via the Nutanix Prism management interface. Prism Cluster Health provides comprehensive monitoring of VMs, nodes and disks in the cluster, proactively flags potential issues and allows visual navigation of issues through grouping and filtering of resources at VM, host and disk levels.

Is your system a multi-tenant based system using AD integration for RBAC?

Mainline Response: Dell XC Powered by Nutanix supports both local authentication and Active Directory/LDAP v3 for RBAC to restrict access. Dell XC Powered by Nutanix supports Active Directory integration and on top of it, provides options to assign roles to AD entities like users, groups and OUs.

Does your solution provide any assistance in calculating chargeback for VM CPU/MEM/Storage?

NOTE: Something like VMware IT Business Management, Appito, or similar.

Mainline Response: Via Prism Analysis and Capacity Planning interfaces, admins can view and report on the utilization metrics and consumption. In addition - the Nutanix Self Service Portal provides showback of the CPU, Memory, and Capacity utilized by each project/department. Additional full chargeback reporting is on the roadmap for the Obelix Release (October 2017).

Does your solution provide any assistance in workflow automation -

NOTE: Something like vRealize Orchestrator, Open Nebula, or similar.

Mainline Response: Nutanix Calm provides assistance with workflow automation

With Calm, applications are defined via simple blueprints that can be easily created and instantly deployed. IT managers can utilize pre-integrated blueprints or create their own, and then publish them to the Nutanix Marketplace. IT can empower other teams, such as application developers or lines of business, to deploy and manage applications from the Marketplace in a self-service manner while retaining full control of the infrastructure.

Approach - Implementation

- Vendor shall provide a proposed project timeline.
- NOTE: Assume a Purchase Order available by 12/1/17.
- NOTE: Installation and migration of first 20 VM's must be completed no later than 2/1/18.

Mainline Response: See attachment A: Mainline Statement of Work.

Vendor shall configure all OS/Hardware logs to write to our Syslog server.

Mainline Response: OS/Hardware log implementation will be included in services.



Vendor shall provide complete inventory listing, cable diagrams, cable labels.

Mainline Response: Customer will receive complete inventory list, cable diagrams, cable labels.

Vendor shall provide all equipment 100% new, not refurbished.

Mainline Response: Mainline certifies that all equipment will be 100% new and not refurbished.

 Vendor shall include services for successful migration of the first 20 VM migrations of our choice to the new environment.

Mainline Response: Mainline Services will assist the Customer with the following scope defined below. High-level tasks include:

- VM migration onto Dell XC platform within single datacenter vSphere to vSphere
- Migration of up to 10TB / 20 VMs is included in scope

Engagement success is contingent on Customer adherence to "Customer Responsibilities" as stated in section 4.1 of this document as well as any applicable restrictions in the product documentation.

• Vendor shall provide a dedicated Project Manager for entire project implementation and hold weekly project status meetings (minimum).

Mainline Response: Mainline will provide a dedicated Project Manager for the entire project implementation and hold, at minimum, weekly status meetings.

Vendor shall provide the same staff for implementation and engineering.

Mainline Response: Mainline will provide the same staff for implementation and engineering.

Warranty shall start when equipment is installed and validated to be able to accept migrations.

Mainline Response: Standard operating procedure states that the warranty period for equipment starts upon delivery of equipment. In the event that we are chosen as a finalist, we are open to discussing an extension.

Prefer at least limited fiber channel support for live server migration to new environment.

Mainline Response: Dell XC Powered by Nutanix does not support a fiber channel card for migration purposes. The solution does provide a live migration through the IP network.

Approach - Support

 Vendor shall provide support for storage, network, compute and VMware from single point of contact (one call).



Mainline Response: Mainline will provide a single point of contact for support ProSupport offers 24x7x365 world-class support to meet our customers' technology needs with a net promoter score consistently in excess of 90. We have support centers in the United States (East & West Coast), Australia, Bangalore, Japan, the Netherlands, and the United Kingdom. These are not outsourced call centers, but are staffed by Nutanix employees. Nutanix provide a single point of support for its hyper-converged platform being proposed, including the infrastructure and hypervisor. If an issue occurs where it is not clear what element of the solution is at fault, Dell will take the first call and will help troubleshoot the issue.

•NOTE: Understanding that no one but VMware can fix VMware, we expect the vendor to stay involved directly with all 3rd parties and not require Leon County to play referee.

Mainline Response: Mainline will remain involved directly with all third parties.

 Vendor shall provide solution that allows "easy button" upgrades, maintenance, and repair of EVERYTHING (hardware/software/firmware/VMware/storage/etc.).

Mainline Response: Unlike other Hyper-Converged Infrastructure solutions on the market today, all of our upgrades (software, firmware and hypervisor) are accomplished through our one-click upgrade mechanism in our PRISM management interface, all of which is done in a fully automated and nondisruptive manner (some upgrades may require reboot of the node). In fact, many of Dell/Nutanix's customer often perform upgrades for software, firmware and the hypervisor during the day, allowing for IT staff to get their evenings and weekends back with regards to infrastructure upgrades. As the name says, it's a "one-click upgrade" for the entire Nutanix cluster. Nutanix one click upgrade automatically indicates when a new NOS version is available and it will auto-download the binaries if the auto-download option is enabled. With a single-click to upgrade all nodes in a cluster, Nutanix uses a highly parallel process and reboot one CVM at a time using a rolling upgrade mechanism. The entire cluster upgrade can be fully monitored by the administrator. During the upgrade process a feature called Autopathing kicksin redirecting VM I/Os on the Hypervisor host to another CVM (Nutanix Controller) on a different hypervisor host. This has several benefits including allowing you to upgrade a CVM without disruption. The CVM AutoPathing prevents performance loss during rolling upgrades minimizing I/O timeout by preemptively redirecting storage traffic to other CVMs. Failover traffic is also automatically load-balanced with the rest of the cluster based on node load. In addition to the also non-disruptive NOS upgrade, the one-click upgrade feature now ensures that the hypervisor (vSphere, HyperV and Acropolis Hypervisor) is also automatically upgraded in a distributed and rolling fashion. Nutanix is solving a huge problem, where either manual intervention or external automation tools are required. Upgrading firmware on servers, controllers, disks and other interfaces is probably one of the major pain points for datacenter administrators. The workflow normally goes as follows: schedule maintenance outage, go to the manufacturer website, download correct firmware, flash firmware via web interface or with a Linux cli tool, reboot server, and then repeat this task for every server in the datacenter that require firmware upgrades. It's complex and lengthy. Because NOS runs in hypervisor user space Nutanix is able to execute complex firmware and hardware upgrade processes across multiple server components without requiring

reboots. Using Nutanix a highly distributed parallel processing the one-click upgrade takes care of firmware upgrade for all disk devices in the cluster with zero impact to virtual machines and workloads. No reboots required, true AlwaysOn! It is not hard to see or predict Nutanix taking care of all other components in the cluster in a foreseeable future.

 Vendor shall provide firmware, software, storage, networking, and VMware upgrades that have been pre-vetted and installable in single step.

Mainline Response: Dell Pro Support for IT (Multi-Vendor Support) will provide firmware, software, storage upgrades in a single step. VMware and Cisco networking will require additional steps.

 Vendor shall provide a minimum 7-year guarantee of support/patches/service/parts and compatibility with latest VMware hypervisor.

Mainline Response: The guarantee of support/patches/service/parts and compatibility will be dependent on VMware providing those over the seven-year period. Leon County must also maintain a current support contract with VMware to ensure latest patches, etc.

 Vendor shall provide 100% automated diagnosis of hardware/software/OS issues and ordering of replacement parts.

Mainline Response: Mainline will provide 100% automated diagnosis of hardware, software and ordering of replacement parts but OS will not be included.

Alerts and Pulse monitoring. An automated alert system sends regular system status reports and alerts when critical system events occur to Dell support. Dell support engineers use information from these notifications to respond to and prevent potential problems, or to quickly resolve problems that are identified. After a hardware component failure is confirmed, Pulse monitoring proactively identifies events such as:

- Disk failure
- Fan failure
- Power supply module failure
- Software crashes
- Temperature issues
- Spares support and integrated logistics planning.
- Vendor shall provide a local (within 20 miles) depot of frequently used spare parts (hard drives, power supplies, etc.) and next day delivery of all other parts (365 days a year), 4-hour emergency part delivery whenever needed including hardware, drives, networking entire provided environment.

Mainline Response: Please refer to Attachment D: Dell Pro Support. 5 Years of Pro Support has been included in our solution. The Pro Support SLA is 4 hours from diagnosis. Parts for Leon County are housed

at the Tallahassee airport.

• Vendor shall provide dedicated support representatives that understand our environment via diagrams and interaction and advocates on our behalf, including escalation and accounting.

Mainline Response:

Technical Account Manager

A Dell/Nutanix Technical Account Manager (TAM) is a designated point of contact who provides ongoing health checks, and advice and guidance on best practices to proactively keep your Dell XC environment operationally healthy. Please see Attachment E: HCI Infrastructure Diagram.

Vendor shall provide support response times, including call-in on-hold time maximums.

Mainline Response: Please refer to Attachment D: Dell Pro Support. The proposed XC solution averages 98% uptime. Is self-healing, calls home, and comes with 24x7x365 support to a senior technician. Average answer time is 2 minutes.

• Vendor shall provide Service Level Agreement with penalties. Problem determination (with qualified staff) should begin within 1 hour, on-site (if needed) within 4 hours, provided 365 days per year.

Mainline Response: We do not currently offer SLA penalties. There are no call backs with Pro Support as a senior technician answers the Line and start diagnostics immediately. Support is 7x24x365.

Vendor shall allow a minimum of 10 Leon County staff to initiate support calls.

Mainline Response: Acknowledged.

Support shall be available 24x7x365.

Mainline Response: Dell Support Models: (Platinum & Platinum Plus)

Production Subscription and Support Program (Platinum)

Dell Production support program is designed for mid-size to large enterprises that operate business-critical 24x7 operations. The Production service plan entitles customers to 24-hour access to support personnel, priority call and case handling, and next business day on-site service. This program is available as a 1-year, 3-year or 5-year package.

Next business day parts delivery.

When on-site hardware service is required, Dell will dispatch authorized service personnel to the customer's site to restore equipment to normal operation. Technicians will arrive on-site between 8AM and 5PM, Monday to Friday, with the exception of local holidays. The call must be dispatched before 3PM

local time to meet this service level. Customers who prefer not to wait for on-site repair may buy a spares kit which includes parts that are considered likely to need replacement.

Software subscription plan.

The customer is entitled to all versions of released software, including bug fixes, patches and major releases issued during the period the support contract is in effect. Note that additional features implemented in new versions may require purchase of an additional license to use the new feature. Customers with a current software subscription will be alerted to new releases and can download them from a location provided by Dell support.

Alerts and Pulse monitoring.

An automated alert system sends regular system status reports and alerts when critical system events occur to Dell support. Dell support engineers use information from these notifications to respond to, and prevent potential problems, or to quickly resolve problems that are identified. After a hardware component failure is confirmed, Dell will dispatch a part and a service technician to remediate the error.

Prefer 100% U.S. based support.

Mainline Response: Support personnel are located in North America.

Prefer monthly account relationship/review meetings.

Mainline Response: Mainline will participate in monthly account review meetings.

Qualifications

- All vendor staff who will work onsite and/or have administrative access must pass FDLE background check and fingerprinting.
- NOTE: We support justice information systems, this is an FDLE requirement.

Mainline Response: Acknowledged.

- Vendor team must have at least 3 years of experience in engineering, supporting, and installing VMware server storage solutions.
- NOTE: Include resumes of staff performing work for this project.

Mainline Response: Mainline's team will have at least 3 years of experience in engineering, supporting, and installing VMware server storage solutions. Resumes will be provided upon award.



References

Provide 3-5 customer contacts for reference for similar solutions in similar-sized environments regarding performance, technical expertise, etc. Numbers that do not connect to the proper person will be credited a zero for that reference The County reserves the right to call known references from past experiences, or be references for any companies with which we have traded in the past, whether listed as a reference or not.

Mainline Response: Mainline is proud to provide the following reference. Each reference includes names, titles, phone numbers, and email address for contacts.

City of Plano, TX	
Chris Edwards	972-941-7505
	cedwards@plano.gov
Services Provided: The City of Plano	standardized on Nutanix/Dell XC for their virtual(ESXi) infrastructure for City

Services Provided: The City of Plano standardized on Nutanix/Dell XC for their virtual(ESXi) infrastructure for City Enterprise Applications and their Police Department including replication to their Emergency Operations Center for Disaster Recovery. This move allowed the City shrink their physical footprint from 11 racks to 2.

Nashville and Davidson County	
Heather Kennie	615-880-3827
100000000000000000000000000000000000000	heather.kennie@nashville.gov
Services Provided: Using Nutanix/Dell XC Nashville Metro Transit Authority (MTA) ap	for the County's primary and backup 911 dispatch centers and for the oplication workload needs.

Henderson County, NC Government	
Chris Staton	828-290-9294
Assistant Director of Information Technology	cstaton@hendersoncountync.org
Services Provided: Using Nutanix/Dell XC for the Cou	nty's virtual environment (replaced legacy Dell SAN system).

Middle Tennessee State University	
Dustin Hampton	615-494-7647
Senior Systems Administrator	dustin.hampton@mtsu.edu
Services Provided: Using Nutanix/Dell XC for MT to replace EMC and NetApp SAN systems on can	'SU's VDI and Oracle environments, and later added more XC nodes npus.

North Carolina Department of Insurance	
Rob Main	919-807-6100
Chief Information Officer	rob.main@ncdoi.gov
Services Provided: Using Nutanix/Dell XC system).	for the Department's virtual environment (replaced legacy Dell SAN

Cost

Vendor must provide a 5-year financing plan.

Mainline Response: Please see Attachment C: Cost and Pricing Detail



Proposal Acceptance and Signature Page

Proposal for

Board of County Commissioners, Leon County

October 6, 2017

Your signature below indicates your acceptance of this Proposal subject to the Leon County terms and conditions in Proposal Number 10-02-17-01, which are hereby incorporated by reference and made a part hereof, except to the extent the Product Code references other terms and conditions. Execution of this Proposal or issuance of a Purchase Order authorizes Mainline to place on order, ship, and invoice the above listed Equipment, Third Party Products and Services, as applicable. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the applicable terms and conditions.

Price is valid for 30 days and subject to applicable taxes. Payment terms are net 30 days. The pricing set forth herein is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Mainline will advise Client in writing, prior to shipment, of any changes in pricing by the manufacturer that would affect this Proposal.

Please return an executed copy of this Proposal Acceptance and Signature Page to me via mail or fax at 888.794.4792. Thank you for your confidence in Mainline.

Board of County Commissioners, Leon County Representative's Authorized Signature	Date
Board of County Commissioners, Leon County Representative's Printed Name and Title	
Mainline Representative's Authorized Signature	Date

Disclosure Statement

Trademarks

IBM, the IBM logo, AIX, AIX 5L, Chipkill, ClusterProven, DB2, Electronic Service Agent, Enterprise Storage Server, ESCON, eServer, FICON, FlashCopy, HACMP, Intellistation, i5/OS, iSeries, Micro-Partitioning, POWER, POWER4+, POWER5, POWER5+, Power Architecture, pSeries, RS/6000, SecureWay, ServicePac, ServiceSuite, SysBack, System p5, Tivoli, TotalStorage, WebSphere, xSeries, z/OS, and zSeries are trademarks or registered trademarks of International Business Machines Corporation in the United States, other countries, or both.

Java and all Java-based Microsoft and Windows are trademarks of Microsoft Corporation. Intel is a registered trademark of Intel Corporation.

Linux is a registered trademark of Linus Torvalds.

UNIX is a registered trademark of The Open Group in the United States and other countries.

Other company, product and service names may be trademarks or service marks of others.



Insurance Certification Form

The following two (2) pages contain the required Insurance Certification Form.



RFP Title: Request for Proposals for Compute/Storage Environment Replacement

Proposal Number: BC-10-02-17-01

Opening Date: October 2, 2017 at 1:00 PM

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 insurances 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?		
	X YES NO		
	Commercial General Indicate Best Rating: A Liability: Indicate Best Financial Classification: XV		
	Business Auto: Indicate Best Rating: Indicate Best Financial Classification:		
1.	Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less that A:VII?	in	
	X YES NO		
	Indicate Best Rating: A Indicate Best Financial Classification: XV		
	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 service agreement?	25	
	X YES NO		
	rance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers w A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.	III	
	•		

RFP Title: Request for Proposals for Compute/Storage Environment Replacement

Proposal Number: BC-10-02-17-01

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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.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

Endorsements to insurance policies will be provided as follows:

<u>Additional insured</u> (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage-General Liability & Automobile Liability

<u>Waiver of Subrogation</u> (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

<u>Thirty days advance written notice of cancellation to County</u> - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:		
Coverage is in place Coverage will be placed	l, withou	t exception X
The condensation of declaration and a constant of the con-		
The undersigned declares under penalty of perjorn	nry that a	all of the above insurer information is true and correct.
Name Joseph P. Elebash	Signatur	
Typed or Printed		
Date <u>10/5/2017</u>	Title _	Chief Financial Officer
		(Company Risk Manager or Manager with Risk Authority)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The following page contains the required Certification Regarding Debarment, Suspension, and Other Responsibility Matters form.



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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 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.

A
Signature
Chief Financial Officer
Title
Mainline Information Systems, Inc.
Contractor/Firm

Immigration Laws Affidavit Certification

The following page contains the required Affidavit Certification regarding Immigration Laws.



RFP Title: Request for Proposals for Compute/Storage Environment Replacement

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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: Mainline Information Systems, Inc.		
Signature:	Title: Chief Financial Officer	-
	KIM GARNER Notary Public - State of Florida	
STATE OF Florida COUNTY OF Leon	Commission & GG 028466 My Comm. Expires Dec 15, 2020 Bonded through National Notary Assn.	KIM GARNI H Notary Public - State of Ferrie
Sworn to and subscribed before me this 5th day of	More, 2017	Commission # Ga die en My Comm Factors for Bonded terroret
Personally known	MOTARY PUBLIC	
OR Produced identification	Notary Public - State of FLORIDA	
(Type of identification)	My commission expires: 12/15/20 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.

Local Vendor Certification

The following page contains the required Local Vendor Certification.



RFP Title: Request for Proposals for Compute/Storage Environment Replacement

Proposal Number: BC-10-02-17-01

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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:

- 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:	
Mainline Information Systems, Inc.	
Current Local Address:	Phone:
1700 Summit Lake Drive	850-219-5000
Tallahassee, FL 32317	Fax:
	888-794-4792
If the above address has been for less than six months, pl	ease provide the prior address.
Length of time at this address: 17 years	
Home Office Address:	Phone:
1700 Summit Lake Drive	850-219-5000
Tallahassee, FL 32317	Fax:
	888-794-4792
A	10/5/2017
Signature of Authorized Representative	Date
STATE OF Florida	
COUNTY OF Leon	
The foregoing instrument was acknowledged before me t	this 5th day of October ,20 17
By Joseph P. Elebash	of Manling
(Name of officer or agent, title of officer or agent)	(Name of corporation acknowledging)
(State or place of incorporation)	half of the corporation. He/she is personally known to me
or has produced	as identification.
	Atum Warner
Return Completed form with supporting	Signature of Notary
documents to:	KIM Garner
Leon County Purchasing Division	Print, Type or Tamp Name of Notary
1800-3 N. Blair Stone Road	Title or Rank
Tallahassee, Florida 32308	<u>66028466</u>
	Serial Number, If Any
KIM GARNER	

Drug Free Workplace Form

The following page contains the required Drug Free Workplace Form.



RFP Title: Request for Proposals for Compute/Storage Environment Replacement

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DRUG-FREE WORKPLACE FORM

	The	undersigned	vendor in	accordance with	Florida Statute	287.087	hereby	certifies that:
--	-----	-------------	-----------	-----------------	-----------------	---------	--------	-----------------

Mainline Information Systems, Inc.		
	(Name of Business)	

- 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.
- 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 response/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 response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
- 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 that this firm complies fully with the above requirements.

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10/5/2017			
Date			

RFP Vendor Checklist

The following 5 pages contain the required RFP Vendor Checklist.



RFP - VENDOR CHECKLIST

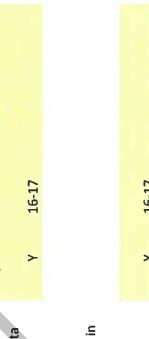
Mainline Information Systems, Inc.

FFATURES - 15 moints		rist proposal page
		number(s) references
	N/A	where this is discussed.
CRITICAL FEATURES - 10 of 15 points		
 Must provide easy and modular growth of storage. 	>	13

13	13	14
	13-14	14-16
> >	> >	> >
	Environment	ocument.)

13	13	14
	13-14	14-16
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	13-14	14-16			16-17
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Must use section.)All docum
Must use existing APC racks & power (see Planning Factors document, E ion.) All documentation must be readily available online.
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Must use Intel CPUs.

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- Must leverage our existing license investment, including:
 - vmware Enterprise Plus
 - Veeam Enterprise Plus
 - Turbonomic
 - vmware Horizon
- MS SQL Datacenter
- MS Windows Server Enterprise
- Oracle
- Must be able to replicate 100% of our vmware datastores between 2 major data ce Additionally, in a disaster the system should be able to run 100% of our workloads at 1 center with no more than 20% increase in response time.
- o NOTE: Roundtrip ping time less than 1 ms average between data centers.
 - o NOTE: Currently none of our data is replicated.
- Leon County uses Cisco switching equipment. Must include the following equipment in the quote.
- o (Quantity 4) Cisco Nexus 2348TQ FEX, 48-port 10 G Base-T, Part Number: N2K-C2348TQ4F forward airflow.

o NOTE: Separate Cisco SmartNet support will be provided by Leon County; however, we still expect the vendor to provide technical support as the network equipment inter-relates to the compute environment.

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must provide
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Solution n

 Solution must allow heterogeneous memory/compute and storage configuration, i.e.
some hosts may be high CPU socket/core count @ lower Ghz, others may be low socket/core
count @ high Ghz.

Solution must provide for 5-year data growth (as outlined in the Planning Factors document). o NOTE: Data growth-should not be dependent on data deduplication or compression.

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\bullet $\Box\Box\Box\Box\Box\Box\Box\Box\Box\Box\Box$	(εξχεπτ Χισχο σωιτχηεσ), ανδ 5 ψεαρ τεχηνιχαλ συππορτ φορ τηε εντιρε σολυτιον.	Λιχενσινγ ανδ ρενεωαλσ φορ εξιστινγ προδυχτσ (υνλεσσ ινχρεασεσ αρε ρεθυιρεδ) δο	νοτ νεεδ το βε ινχλυδεδ.

PREFERRED FEATURES - 5 of 15 points

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- Prefer low or zero consolidation ratio sacrifice (HCI overhead of hypervisor/storage system).
- Prefer ability for de-duplication, compression, thin provisioning.
 - Prefer automatic disk storage tiering.
- NOTE: If solution has only 1 tier of storage, answer "Y" here.
- Prefer a single management interface for hardware, software, storage, and vmware.
- Is this a cloud-ready solution? We aspire to be a cloud provider and to be able to migrate workloads to a commercial cloud, and back, if required.
- o If yes, what commercial clouds do you support?

18-19	19-20	20	20	20-21	21-22 23	23-24	24	Amazon Web Services Cloud (AWS), Microsoft Azure, Google Cloud Platform (GCP), Nutanix Xi Cloud
>	>	>	>	>	>>>	*	>	

diagnostics of issues and actual causes?	٧ 24-25	
 Is your system a multi-tenant based system using AD integration for RBAC? 	^	25
 Prefer ability to assign a specific amount of storage to a customer and allow them to 		
create guests, disks and snapshots within that space, unaffected and unseen by other		
customers.	>	25
 Does your solution provide any assistance in calculating chargeback for VM 		
cpu/mem/storage?	*	25
o IVOTE: Something like Vinware II business (Management, Appito, of Similar.	Prism A	Prism Analysis
 Does your solution provide any workflow automation 	*	25
o NOTE: Something like vRealize Orchestrator, Open Nebula, or similar.	Nutanix Calm	Calm
FEATURES TOTAL POINTS:		

APPROACH - IMPLEMENTATION

CRITICAL IMPLEMENTATION APPROACH - 11 points

- Vendor shall provide a proposed project timeline.
- NOTE: Assume a Purchase Order available by 12/1/17.
- NOTE: Installation and migration of first 20 VM's must be completed no later than

2/1/18.

- Vendor shall configure all OS/Hardware logs to write to our Syslog server, where possible.
- Vendor shall provide all equipment 100% new, not refurbished

Vendor shall provide complete inventory listing, cable diagrams, cable labels.

- Vendor shall include services for successful migration of the first 20 VM migrations of our choice to the new environment.
 - Vendor shall provide a dedicated Project Manager for entire project implementation and hold weekly project status meetings (minimum).
- Vendor shall provide the same staff for implementation and engineering.
- Warranty shall start when equipment is installed and validated to be able to accept migrations.

PREFERRED IMPLEMENTATION APPROACH - 1 point

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> Prefer at least limited fiber channel support for live server migration to new environment.

26

APPROACH - SUPPORT

CRITICAL SUPPORT APPROACH - 11 points

> Vendor shall provide support for storage, network, compute and vmware from single point of contact (one call).

26-27

- NOTE: Understanding that no one but vmware can fix vmware, we expect the vendor to stay involved directly with all 3rd parties and not require Leon County to play referee.
- Vendor shall provide solution that allows "easy button" upgrades, maintenance, and repair of EVERYTHING (hardware/software/firmware/vmware/storage/etc.)
- Vendor shall provide firmware, software, storage, networking, and vmware upgrades that have been pre-vetted and installable in single step.

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- Vendor shall provide a minimum 7-year guarantee of support/patches/service/parts and compatibility with latest vmware hypervisor.
- Vendor shall provide 100% automated diagnosis of hardware/software/OS issues and ordering of replacement parts.
- υσεδ σπαρε παρτσ (ηαρδ δρισεσ, ποωερ συππλιεσ, ετχ.) ανδ νεξτ δαψ δελισερψ οφ αλλ οτηερ παρτσ (365 δαψσ α ψεαρ), 4 ηουρ εμεργενχψ παρτ δελιπερψ ωηξνεπερ νεεδεδ • 🗆 🗆 🗅 🗅 🗅 🗅 🗅 ξενδορ σηαλλ προσιδε α λοχαλ (ωιτηιν 20 μιλεσ) δεποτ οφ φρεθυεντλψ ινχλυδινγ ηαρδωαρε, δριπεσ, νετωορκινγ εντιρε προπιδεδ ενσιρονμεντ.
- Vendor shall provide dedicated support representatives that understand our environment via diagrams and interaction and advocates on our behalf, including escalation and accounting.
- Vendor shall provide support response times, including call-in on-hold time maximums.
- (with qualified staff) should begin within 1 hour, on-site (if needed) within 4 hours, provided Vendor shall provide Service Level Agreement with penalties. Problem determination 365 days per year.
- Vendor shall allow a minimum of 10 Leon County staff to initiate support calls.
- Support shall be available 24x7x365.

Prefer monthly account relationship/review meetings.			30
UALIFICATIONS			
oints All vendor staff who will work onsite and/or have administrative access must pass FDLE	;		
oackground check and fingerprinting. o NOTE: We support justice information systems, this is an FDLE requirement.	>		30
 Vendor team must have at least 3 years of experience in engineering, supporting, and installing vmware server storage solutions. 	>		30
o NOTE: Include resumes of staff performing work for this project.	z		30
Provide 3-5 customer contacts for reference for similar solutions in similar-sized environments regarding performance, technical expertise, etc. Numbers that do not connect to the proper			
references from past experiences, or be references for any companies with which we have traded in the past, whether listed as a reference or not.			
EEBENCES TOTAL BOINTS.	>	31-32	
20 points (final cost point calculation is based on totals of all responses provided.)			
Vendor must provide a 5-year financing plan.	>	81-91	
	\$1,295,115	<enter cost="" here<="" td=""><td></td></enter>	
	\$42,286	<enter cost="" here<="" td=""><td></td></enter>	
Cost for future growth scenario, exercise #2:	\$31,771	<enter cost="" here<="" td=""><td></td></enter>	
Cost for future growth scenario, exercise #3:	\$74,057	<enter cost="" here<="" td=""><td></td></enter>	

	Y Example: 3, 5-10, 57	Y 42-43	
COST TOTAL POINTS:	INTERVIEW: 10 points (BASED ON QUALITY OF INTERVIEW RESPONSES) INTERVIEW POINTS:	LOCAL PREFERENCE 5 points Does the vendor meet local preference eligibility? LOCAL PREFERENCE POINTS:	

Attachment A: Mainline Statement of Work

The following 8 pages contain Mainline's proposed Statement of Work for the execution of this project.





RFP # BC-10-02-17-01

Creation Date: 10/04/2017 Revision Date: 10/04/2017

Prepared For:

Leon County Board of County Commissioners 301 S. Monroe St.

Tallahassee, FL 32301

MSA #: MIS-S051215-LCBCC MSR#: 38870-09292017

Rev. #: 004a

Presented By:

Bob Pues

Sr. Regional Account Executive

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Prepared By:

Bruce Leslie

SE Regional Services Advocate

(850) 219-5263

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CONFIDENTIAL

PLEASE NOTE: This Statement of Work contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

IMPROVE SERVICE. MANAGE COST. REDUCE RISK.



Statement of Work

Purpose

The purpose of this Statement of Work ("SOW") is to define the roles and responsibilities of both parties, and the scope of this engagement. This SOW is by and between Leon County Board of County Commissioners ("CLIENT") and Mainline Information Systems, Inc. ("MAINLINE"), and is subject to the terms and conditions of the Leon County Proposal Number 10-02-17-01 ("Agreement"). MAINLINE's ability to perform the Services and the pricing contained herein are contingent upon CLIENT complying with the additional provisions set forth at http://mainline.com/sow, which are incorporated herein by reference and made a part hereof.

Management

MAINLINE will assign a Project Manager ("PM") for the duration of this engagement. The MAINLINE PM will work remotely with CLIENT's designated Point of Contact ("POC") to setup the project with MAINLINE, to include engaging the resource(s) for the CLIENT POC. The PM will work with CLIENT to establish a framework for communications and reporting related to procedural and contractual activities; limited to any documentation or deliverables listed in this SOW and any changes to scope requiring a Project Change Request ("PCR"). The MAINLINE PM will serve as an escalation point for both parties to report any issues that could impact successful delivery of this SOW.

For a description of MAINLINE's escalation and change control process related to this SOW, please visit http://mainline.com/sow.

Scope

Activity 1: Kick-off

Prior to the onset of services and scheduling of resources, MAINLINE will conduct a planning call with the CLIENT to review the following:

- Pre-requisites are in place
- Discuss resource availability
- Discuss project timeline and order of task completion
- Additional requirements as necessary

At the completion of the planning call, the PM will provide a Project Timeline, overview of the tasks to be performed at each, and/or a checklist of any outstanding pre-requisites to complete.

This activity will be considered complete upon delivery of the Project Timeline to CLIENT.

Activity 2: Cisco Switch - Basic Implementation (Site 1)

MAINLINE will perform the following tasks to successfully complete this activity:

- Install Cisco Nexus Switches
 - o Physically install into CLIENT-supplied racks
 - o Connect power
 - o Basic Configuration
 - Configure switch name
 - Configure Management IP Address



- Configure time zone
- Configure Admin Account password
- Upgrade Firmware (if applicable)
- o Document configuration
- o Provide knowledge transfer
- Provide to CLIENT general administration GUI knowledge transfer throughout configuration process
- Review final configurations, installation and knowledge transfer with CLIENT point-of-contact

This activity will be considered complete upon delivery of the Configuration Document to CLIENT.

Activity 3: Cisco Switch - Basic Implementation (Site 2)

MAINLINE will perform the following tasks to successfully complete this activity:

- Install Cisco Nexus Switches
 - o Physically install into CLIENT-supplied racks
 - o Connect power
 - o Basic Configuration
 - Configure switch name
 - Configure Management IP Address
 - Configure time zone
 - Configure Admin Account password
 - o Upgrade Firmware (if applicable)
 - o Document configuration
 - o Provide knowledge transfer
- Provide to CLIENT general administration GUI knowledge transfer throughout configuration process
- Review final configurations, installation and knowledge transfer with CLIENT point-of-contact

This activity will be considered complete upon delivery of the Configuration Document to CLIENT.

Activity 4: CLIENT VM Migration (Quantity 20)

* Note: In addition to Activities 2 and 3 above, the implementation services associated with implementing the hardware environment, vSphere, and logical network configuration must be complete prior to commencing this Activity.

MAINLINE will perform the following tasks to successfully complete this activity:

- Work with CLIENT to identify VMs to migration from legacy to new environment.
- vMotion migration between legacy CLIENT environment and new CLIENT environment.
- MAINLINE understands CLIENT requirement to complete the migration of twenty (20) existing CLIENT VMs prior to February 1, 2018. In order to meet this requirement, MAINLINE must be able to commence Activity 4 no later than January 15, 2018.

This activity will be considered complete upon demonstration of twenty (20) CLIENT VMs functioning in the new environment.



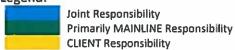
Preliminary Timeline

Per Solicitation requirements, MAINLINE is including this preliminary timeline. <u>Please note</u> that this timeline will be modified during Activity 1.

Based upon MAINLINE's previous experience, the work as scoped is expected to complete in approximately eight (8) to nine (9) weeks, with no gaps or delays unless otherwise noted in the Scope section of this SOW. This schedule is highly dependent upon CLIENT fulfilling responsibilities as identified herein. In the graphic below, assume "week 1" starts on December 4, 2017.

Week 1 12/4	Week 2 12/11	Week 3 12/18	Week 4 12/25	Week 5 1/1	Week 6	Week 7 1/15	Week 8 1/22	Week 9 1/29
Kick-off	/		22,23			-1		-,,
	Imp	lement Hardwar	e					
				Configure E	nvironment*			
						Legacy VM Migration		ion

Legend:



* Note: Base implementation services are included in "Implement Hardware". Site-specific configuration ("Configure Environment) is a CLIENT responsibility.

CLIENT Responsibilities

In addition to any CLIENT responsibilities identified in the Agreement, CLIENT will:

- Configure vSphere as necessary to support migration of twenty (20) existing CLIENT VMs into the new environment.
- Configure VMware vCenter as necessary to support migration of twenty (20) existing CLIENT VMs into the new environment.
- Configure Layer-3 connectivity between new and legacy CLIENT VMware environments to support vMotion between environments.
- Configuring Cisco Nexus Switches beyond basic configuration services.
- Designate a person as the point-of-contact who will be the focal point for MAINLINE communications
 relative to this project and will have the authority to act on behalf of CLIENT in all matters regarding this
 project.
- Provide an environmentally safe working environment, commensurate with the number of on-site MAINLINE consultants. This work area will include: Computer workstations, Software/tools, Network access, Internet access, Telephones, Desks, Other general office equipment (as provided to their own staff) as and when needed to facilitate project completion by MAINLINE personnel, Printing and reproduction facilities for project staff while working on CLIENT premises
- Prior to making facilities, software, hardware, networks or other similar resources available to MAINLINE, CLIENT will promptly obtain any licenses or approvals necessary for MAINLINE or its subcontractors to use, access and modify such resources to the extent necessary for MAINLINE to perform the Services, including the development of any Materials. MAINLINE will be relieved of its obligations to the extent CLIENT'S failure to promptly obtain such licenses or approvals adversely affects MAINLINE's ability to perform its obligations.



- CLIENT will be responsible for the content of any database, system or server, the selection and
 implementation of control on its access and use, backup and recovery of the security of the stored data
 on same. This security will also include any procedures necessary to safeguard the integrity and security
 of software and data used in the Services from access by unauthorized personnel.
- Provide all building and system access items, such as user ids and passwords, and access badges in a timely manner
- Provide and install site cable plant. MAINLINE resources will connect cables to newly-installed equipment, but will not implement new cabling.
- Provide access to CLIENT staff familiar with all project requirements and the use of all included systems.
- Provide VPN access to MAINLINE staff for any remote work contemplated under this SOW. If CLIENT
 does not provide VPN access and other remote access to the environment is required, CLIENT will be
 required to execute a PCR to account for additional time necessary to complete SOW tasks.

Failure of CLIENT to provide for any of the preceding requirements may invoke the Change Control Procedure, and may result in additional time or cost requirements. CLIENT shall be liable for any delays to the delivery schedule specified in this SOW caused by the CLIENT, its vendor(s), or resulting from CLIENT's failure to fulfill any of its obligations. MAINLINE may charge CLIENT for any additional charges or losses incurred by MAINLINE as a result of such delays. MAINLINE may adjust the affected delivery schedule accordingly.

Pre-requisites and Assumptions

Pre-requisites

The following pre-requisites must be resolved prior to the MAINLINE delivery of the services described herein:

- Sufficient rack space, cooling, and electrical capacity is available for each rack to support the equipment to be integrated.
- Layer-3 connectivity between new and legacy CLIENT VMware environments to support vMotion between environments.

Assumptions

MAINLINE's ability to perform the Services described herein is contingent upon CLIENT's compliance with the following assumptions:

- Assumes implementation services will be performed over contiguous calendar weeks(1).
- MAINLINE personnel are granted timely remote system access as necessary to perform tasks.
- Replies to all requests to CLIENT for information or decisions will be received within two (2) business
 days.
- Prompt CLIENT validation of upgraded environment.
- Assumes CLIENT vSphere environment is configured to support migration of existing CLIENT VMs into the new environment as requested in CLIENT RFP.
- Assumes CLIENT vCenter version is compatible with the version of vSphere on Nutanix nodes
- Remote VPN access to CLIENT systems required to perform Services herein. If VPN access is not provided, CLIENT will be required to execute a PCR to account for additional time necessary to complete SOW tasks.
- All necessary hardware is onsite and satisfies all environmental requirements prior to MAINLINE technical personnel's arrival.
- All hardware and software related to this engagement are at current or supported maintenance levels.



MAINLINE reserves the right to amend this SOW, including activities, tasks and price in the event any of these assumptions prove to be untrue.

(1) CLIENT may suspend delivery of services no more than two (2) times (each not to exceed two (2) weeks) throughout the duration of this project.

In the event CLIENT suspends or otherwise places delivery of services on hold:

- 1. MAINLINE will invoice CLIENT for all services delivered up to the date of work suspension.
- 2. MAINLINE will generate a PCR to CLIENT which addresses schedule and cost impacts.
- 3. MAINLINE will work with CLIENT to reschedule services once PCR is negotiated and executed.

Deliverables

This project is scoped to include one review cycle for each document delivered. Delivery of the initial version of a document to the CLIENT will be marked as "Draft". A review call will be set up for MAINLINE and the CLIENT to review and identify changes or edits. At the end of the review call a final version of the item incorporating the requested changes will be delivered and marked "Version 1". Changes requested by the CLIENT after delivery of Version 1 will require a PCR to the project.

Activity	Document	Format
1	Project Overview or Timeline	MS Word, Excel or PowerPoint document via email
2	Configuration Summary Document	MS Word, Excel or PowerPoint document via email
3	Configuration Summary Document	MS Word, Excel or PowerPoint document via email
4	Virtual Machine Migration Document	MS Word, Excel or PowerPoint document via email

Documents will be considered accepted by the CLIENT when the Version 1 document is delivered to the CLIENT by the MAINLINE PM. The outline and content of the documents to be provided for each activity will follow MAINLINE's standard, consistent with past experience and industry practices. Changes to the outline or requested content may require a PCR.

Completion Criteria

Services as described in this SOW will be considered complete when the first of the following occurs:

- The tasks/deliverables/responsibilities specified above are provided, or
- The SOW has expired, or
- The project is terminated under the applicable provisions of the Agreement.

MAINLINE will issue a Completion Report when the Services described herein, or in any subsequent PCR, have concluded and any of the completion criteria, if included in this SOW, has been met. Final invoicing and close-out of the project will occur five (5) business days after the Completion Report has been delivered unless CLIENT notifies MAINLINE, in writing, of any concerns associated with the close-out of the project.



Pricing and Terms

38870-09292017

This is a fixed fee SOW. Pricing for the services described herein are included in the MAINLINE response to Leon County Solicitation BC-10-02-17091.

- Travel and living expenses for up to two (2) trips are included in the total above.
- MAINLINE understands CLIENT requirement to complete the migration of twenty (20) existing CLIENT VMs prior to February 1, 2018. In order to meet this requirement, MAINLINE must be able to commence Activity 4 no later than January 15, 2018. Any suspension of services by CLIENT will place the February 1, 2018 deadline in jeopardy.
- Unless otherwise mutually agreed, work is assumed to be performed during standard business hours (Monday Friday, 8:00 AM 5:00 PM) CLIENT local time.
- In the event CLIENT delays or suspends services, payments will be due as follows:
- Two (2) business week notice or more, MAINLINE will invoice for the current month of services and delay remaining milestone payments until the project recommences.
- Less than two (2) business week notice, MAINLINE will invoice for the current month and one half of next month of services, and delay remaining milestone payments until the project recommences.
- Rescheduling fees will apply.
- Note: In the event work at any CLIENT site must be rescheduled within ten (10) business days of the scheduled date, MAINLINE will impose a rescheduling fee of \$500.00 (plus any additional T&L expenses) per instance ("Rescheduling Fee").
- The estimated start date for this effort will be mutually agreed to between MAINLINE and CLIENT and based on resource availability.
- CLIENT agrees and acknowledges that MAINLINE may subcontract a service, or any part of it, MAINLINE provides to CLIENT, to subcontractors selected by MAINLINE.
- This SOW expires six (6) months after date of CLIENT signature unless a PCR is executed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]



Approvals

RFP # BC-10-02-17-01

38870-09292017

This SOW is subject to the terms and conditions of the Agreement. Both parties warrant and represent that they have authority to execute this SOW on behalf of their company and bind them to the obligations.

Price is valid for 60 days and subject to applicable taxes. Scheduling a start date of services perform resources will commence within 14 days of all contracts and PO (if applicable) being signed by CLIENT.

MAINLINE records indicate CLIENT is PO driven Please return a copy of your PO along with this signed SOW.

IN WITNESS HEREOF, CLIENT and MAINLINE have caused this SOW to be executed by their duly authorized signatures.

Leon County B	oard of County Commissioners	MAINLINE INFORMATION SYSTEMS, INC.
BY:		BY:
	(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)
NAME:		NAME:
	(PRINTED)	(PRINTED)
TITLE:		TITLE:
DATE:		DATE:
Please Return	Entire Document (All Pages) to:	
Services Contra	acts Administrator	
MAINLINE INFO	DRMATION SYSTEMS, INC.	Email: Services@Mainline.com
1700 Summit L	ake Drive	Website: www.mainline.com
Tallahassee, FL	32317	

Attachment B: Dell SOW for XC Cluster Installation

The following 2 pages contain Dell's SOW for XC Cluster Installation.





Scope of Services

Dell XC Series Cluster Deployment

The Scope of This Service

This service provides for the onsite implementation of a single XC Series cluster ("Solution") consisting of a minimum of 3 nodes up to a maximum of 8 nodes, as set forth more specifically in this Scope of Services (the "Service" or "Services"). This Service includes the following

- Planning and project management for standard XC Series cluster deployment
- Installation and configuration of a Dell XC Series cluster

At the conclusion of this Service, Dell will conduct a brief Supported Product orientation session and provide documentation of the implementation

The key Service steps include

Project initiation:

- Review the site environmental and technical readiness requirements
- Confirm readiness review and installation dates and highlight dependencies on complete Customer site readiness and product ship dates to meet the planned installation schedule
- Ensure that the Customer reviews, accepts, and abides by the terms and conditions of this Service

Solutioning:

- Discuss XC Series cluster basic functionality and best practices
- 2. Define/confirm that the configuration meets the minimum hardware and software requirements for the environment
- Create a valid implementation plan based on the Customer's hardware and software configuration
- 4 Document all required IP addressing, DNS, NTP and email alerting
- 5 Determine virtualization management console requirements and location (vCenter or SCVMM)
- 6 Document configuration for new Dell switches, or discuss network requirements for existing switches

Integration of XC Series cluster:

- Unpack XC Series appliances and inspect all hardware prior to installation
- Install and configure new Dell switches if the switches are isolated from the customer network at time of deployment
- If needed, remove any components (such as: power supplies and drives) to reduce the overall weight.
- Mount the XC Series appliances into the rack.
- Reinstall any components that were removed from the product
- Install and route power cables to the XC Series appliances.
- Connect the Customer-provided cables to the XC Series appliances (such as network, keyboard, mouse, and video).
- Power on the product and verify basic functionality ensuring that there are no fault indicators



- Initialize cluster and assign all IP addresses
- Confirm that the Nutanix OS (NOS) level is at the approved version; update as necessary.
- Create single storage container and datastore
- Install hypervisor management server, or import cluster nodes into existing management console
- Use appropriate tools to verify cluster configuration and operation

Orientation and Closeout:

- Instruct customer that Nutanix licensing should be obtained by customer from Nutanix portal (Note: Licenses other than the starter license will not be applied as part of the deployment)
- Technician and Project Manager will provide solution/documentation overview and close project per the Service Description.

Excluded Services

- Acquisition and installation of Nutanix licenses (other than starter license)
- De-installation or re-installation of product(s) or application(s)
- Any integration with any non-Dell branded hardware
- Data migration must be purchased separately
- Installation or testing of VMs or other workloads
- Installation of OS patches or updates to major build releases; Dell will only install major build versions of the hypervisor or Windows OS
- Configuration or troubleshooting of any networking / VLAN issues on customer network
- Any Ethernet activities other than that specified in this Service Description
- Performance tuning
- Configuring of any OS beyond what is stated in this Service Description
- Product training must be purchased separately
- Any activities other than those specifically noted in this Service Description

Service specific Customer responsibilities

- Locate OS certificates and register them online in order to generate the appropriate license keys
- Provide all applicable licenses for vSphere, vCenter and Microsoft Windows, as applicable
- Load any patches or updates that may have been released subsequently after this Service is complete
- Ensure that any customer supplied network switches meet the configuration and capabilities specified
- Any network configuration for switches attached to the customer's existing network



Attachment C: Cost and Pricing Detail

The following 27 pages contain Mainline's Cost and Pricing Detail for the hardware and services provided.



Cisco Nexus 2348TQ (MIS-12211-1-1)

Product Code	Product Name	Qty	<u>Unit Sales</u>	Extended Sales
N2K-C2348TQ	Nexus 2000, 10GT FEX; 48x1/10T; 6x40G QSFP	4	\$8,700.00	\$34,800.00
CON-SNT-	SNTC-8X5XNBD Nexus 2000, 10GT FEX; 48x100/1/10T;	4	N/C	N/C
C2348TQ	6x40			
CAB-C13-C14-	2M Pwr Cord Jumper C13- C14 Conn Length	8	N/C	N/C
2M				
N2348TQ-BA-	Reverse airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	4	N/C	N/C
BUN				
CON-SNT-	SNTC-8X5XNBD Reverse airflow pack	4	\$307.13	\$1,228.52
2348TQBA				
CVR-QSFP-	QSFP to SFP10G adapter	8	\$253.75	\$2,030.00
SFP10G=	•			
SFP-10G-SR=	Cisco 10Gbase-Sr SFP Mod	16	\$721.38	\$11,542.08
			_	



Dell XC 630 (6 Nodes) (MIS-12211-1-2)

Product Code
210-AEIFProduct NameQtyUnit SalesExtended Sales210-AEIFDell XC630 for ESXi6\$34,628.57\$207,771.42

Grand Total \$207,771.42

Configuration Details:

Description 210-AEIF Dell XC630 for ESXi 321-BBQW Info C31 Raid configuration for XC630 10 hdd 329-BDMQ XC630-10 350-BBGP XC630 Label 619-AHSV Nutanix OS for KVM, factory installed 400-AOHB 64GB SSDR SATA-DOM 461-AAED PE Server FIPS TPM 1.2v2 CC 329-BCZI PowerEdge R630 Motherboard MLK 379-BBVO Custom Licensing 321-BBKM Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots 338-BJCR Intel Xeon E5-2643 v4 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2400MHz6	Quantity 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
338-BJCS Intel Xeon E5-2643 v4 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2400MHz	6
370-ACPH 2400MT/s RDIMMs	6
370-AAIP Performance Optimized 540-BBBB Intel X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	6
450-ADWS Dual, Hot-plug, Redundant Power Supply (1+1), 750W 770-BBBC ReadyRails Sliding Rails Without Cable Management 385-BBHO iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	6 6 6
340-AOKM XC630 Shipping 325-BCLJ XC630 Bezel	6
405-AAJU HBA330 12Gb SAS Controller, Minicard	6
330-BBCL Internal Dual SD Module	6
385-BBLI 16GB SD Card For IDSDM	6
631-AACK No Systems Documentation, No OpenManage DVD Kit	6
332-1286 US Order	6
370-ABWE DIMM Blanks for System with 2 Processors	6
412-AAEF 160W Heatsink for PowerEdge R630	6
412-AAEF 160W Heatsink for PowerEdge R630	6



^{**}Shipping and Taxes not included in Total*

802-1103 Dell Hardware Limited Warranty Plus On Site Service Extended Year	6
802-1104 Dell Hardware Limited Warranty Plus On Site Service Year	6
802-1124 Mission Critical Package: 4-Hour 7x24 On-Site Service Emergency Dispatch, 4 Year Extended	6
802-1125 Mission Critical Package: 4-Hour 7x24 On-Site Service Emergency Dispatch, Initial Year	6
802-1138 ProSupport: 7x24 HW / SW Tech Support and Assist 5 Year	6
989-3439 Thank you choosing Dell ProSupport. For tech support, http://www.dell.com/support or call 1-800- 945-3355	6
370-ACNS 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width 400-AMUC 2TB 7.2K RPM NLSAS 512n 2.5in Hot-plug Hard Drive 400-AQNF 3.84TB Solid State Drive SAS Read Intensive 512e 2.5in Hot-plug Drive, PM1633a	48 48 112
540-BBHY Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low 470-AAGP Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	6 12
492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power North America	12
802-1080 ProSupport for Multivendor SW, Webscale SW, 5 Year 809-6894 ProDeploy Dell Storage XC Series Appliance - Deployme 809-6895 ProDeploy Dell Storage XC Series Appliance - Verification	6 6
634-BCZU Nutanix Pro Edition for Dell X C, Custom3 634-BDBD Nutanix Pro Edition for Dell X C, Custom2 634-BDCG Nutanix Pro Edition for Dell X C, Custom1 634-BDBZ Nutanix 5Y SW Maintenance for Dell XC, Custom3 634-BDBM Nutanix 5Y SW Maintenance for Dell XC, Custom2 634-BCZX Nutanix 5Y SW Maintenance for Dell XC, Custom1 379-BCUR XC Standard order	36 54 18 6 42 48 6



Dell Primary XC730xd (11 Nodes) (MIS-12211-1-3)

 Product Code
 Product Name
 Qty
 Unit Sales
 Extended Sales

 210-AEIS
 Dell XC730xd for ESXi
 11
 \$45,942.86
 \$505,371.46

Grand Total \$505,371.46

Configuration Details:

Description 210-AEIS Dell XC730xd for ESXi	Quantit
321-BBQQ Info C21 Raid configuration for XC730xd	11
329-BDMN XC730xd-12	11
350-BBGM XC730xd Label	11
619-AHSV Nutanix OS for KVM, factory installed	11
400-AOHB 64GB SSDR SATA-DOM	11
461-AAED PE Server FIPS TPM 1.2v2 CC	11
329-BCZK PE R730/xd Motherboard MLK	11
379-BBVO Custom Licensing	11
350-BBEU Chassis with up to 12, 3.5" Hard Drives	11
338-BJDK Intel Xeon E5-2695 v4 2.1GHz,45M Cache,9.60GT/s	11
QPI,Turbo,HT,18C/36T (120W) Max Mem 2400MHz	
338-BJDY Intel Xeon E5-2695 v4 2.1GHz,45M Cache,9.60GT/s	11
QPI,Turbo,HT,18C/36T (120W) Max Mem 2400MHz	11
370-ACPH 2400MT/s RDIMMs	11
370-AAIP Performance Optimized	11
540-BBBB Intel X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet,	11
Network Daughter Card	11
450-ADWM Dual, Hot-plug, Redundant Power Supply (1+1),1100W	/11
770-BBBQ ReadyRails Sliding Rails Without Cable Manage Arm	11
385-BBHO iDRAC8 Enterprise, integrated Dell Remote Access	11
Controller, Enterprise	11
340-AOKT Dell XC730XD Shipping	11
350-BBEJ Bezel	11
330-BBCO R730/xd PCIe Riser 2, Center	11
330-BBCR R730/xd PCIe Riser 1, Right	11
405-AAJU HBA330 12Gb SAS Controller, Minicard	11
330-BBCL Internal Dual SD Module	11
385-BBLI 16GB SD Card For IDSDM	11
370-ABWE DIMM Blanks for System with 2 Processors	11
374-BBHM Standard Heatsink for PowerEdge R730/R730xd	* .
	11
374-BBHM Standard Heatsink for PowerEdge R730/R730xd 332-1286 US Order	11
	11
975-9876 ProSupport for Multivendor SW, Webscale SW, 5 Year	11
802-4301 Dell Hardware Limited Warranty Plus On Site Service— Initial year	-11
micial year	



^{*}Shipping and Taxes not included in Total*

802-4302 Dell Hardware Limited Warranty Plus On Site Service Extended Year	11
802-4349 Mission Critical Package: 4-Hour 7x24 On-Site Service With Emergency Dispatch, Initial Year	11
802-4363 Mission Critical Package: 4-Hour 7x24 On-Site Service With Emergency Dispatch, 4 Year Extended	11
802-4364 ProSupport: 7x24 HW / SW Tech Support and Assist	11
989-3439 Thank you choosing Dell ProSupport. For tech support, Visit http://www.dell.com/support or call 1-800- 945-3355	11
370-ACNS 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	176
400-AIUD 6TB 7.2K RPM NLSAS 512e 3.5in Hot-plug Hard Drive	88
400-AQCT 1.92TB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive, 3.5in HyB CARR, SM863a	44
540-BBHY Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Prof	11
470-AAGP Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper	
Twinax Direct Attach Cable, 3 Meter	
492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	22
809-6894 ProDeploy Dell Storage XC Series Appliance - Deploy	11
809-6895 ProDeploy Dell Storage XC Series Appliance - Deploy	11
Verification · •	rı
634-BCZU Nutanix Pro Edition for Dell X C, Custom3	99
634-BDBD Nutanix Pro Edition for Dell X C, Custom2	55
634-BDCG Nutanix Pro Edition for Dell X C, Custom1	66
634-BDBZ Nutanix 5Y SW Maintenance for Dell XC, Custom3	33
634-BDBM Nutanix 5Y SW Maintenance for Dell XC, Custom2	22
634-BCZX Nutanix 5Y SW Maintenance for Dell XC, Custom1	44
379-BCUR XC Standard order	11



Dell DR XC730xd (11 Nodes) (MIS-12211-1-4)

Product Code
210-AEISProduct NameQtyUnit SalesExtended Sales210-AEISDell XC730xd for ESXi11\$45,942.86\$505,371.46

Grand Total \$505,371.46

Configuration Details:

Description 210-AEIS Dell XC730xd for ESXi 321-BBQQ Info C21 Raid configuration for XC730xd 329-BDMN XC730xd-12 350-BBGM XC730xd Label 619-AHSV Nutanix OS for KVM, factory installed 400-AOHB 64GB SSDR SATA-DOM 461-AAED PE Server FIPS TPM 1.2v2 CC 329-BCZK PE R730/xd Motherboard MLK 379-BBVO Custom Licensing 350-BBEU Chassis with up to 12, 3.5" Hard Drives 338-BJDK Intel Xeon E5-2695 v4 2.1GHz,45M Cache,9.60GT/s	Quantity 11 11 11 11 11 11 11 11 11 11 11
QPI,Turbo,HT,18C/36T (120W) Max Mem 2400MHz	
338-BJDY Intel Xeon E5-2695 v4 2.1GHz,45M Cache,9.60GT/s QPI,Turbo,HT,18C/36T (120W) Max Mem 2400MHz	11
370-ACPH 2400MT/s RDIMMs	11
370-AAIP Performance Optimized	11
540-BBBB Intel X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	11
450-ADWM Dual, Hot-plug, Redundant Power Supply (1+1),1100V	V11
770-BBBQ ReadyRails Sliding Rails Without Cable Manage Arm	11
385-BBHO iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	11
340-AOKT Dell XC730XD Shipping	11
350-BBEJ Bezel	11
330-BBCO R730/xd PCle Riser 2, Center	11
330-BBCR R730/xd PCIe Riser 1, Right	11
405-AAJU HBA330 12Gb SAS Controller, Minicard	
330-BBCL Internal Dual SD Module	11
	11
385-BBLI 16GB SD Card For IDSDM	11
370-ABWE DIMM Blanks for System with 2 Processors	11
374-BBHM Standard Heatsink for PowerEdge R730/R730xd	11
374-BBHM Standard Heatsink for PowerEdge R730/R730xd	11
332-1286 US Order	11
975-9876 ProSupport for Multivendor SW, Webscale SW, 5 Year	11
802-4301 Dell Hardware Limited Warranty Plus On Site Service	_11
Initial year	



^{*}Shipping and Taxes not included in total*

802-4302 Dell Hardware Limited Warranty Plus On Site Service	11
Extended Year 802-4349 Mission Critical Package: 4-Hour 7x24 On-Site Service	11
With Emergency Dispatch, Initial Year	' '
802-4363 Mission Critical Package: 4-Hour 7x24 On-Site Service	11
With Emergency Dispatch, 4 Year Extended	
802-4364 ProSupport: 7x24 HW / SW Tech Support and Assist	11
5 Year	
989-3439 Thank you choosing Dell ProSupport. For tech support,	11
Visit http://www.dell.com/support or call 1-800- 945-3355 370-ACNS 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	176
400-AIUD 6TB 7.2K RPM NLSAS 512e 3.5in Hot-plug Hard Drive	88
400-AQCT 1.92TB Solid State Drive SATA Mix Use MLC 6Gbps	44
2.5in Hot-plug Drive, 3.5in HYB CARR, SM863a	-1-1
540-BBHY Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Prof	11
470-AAGP Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper	
Twinax Direct Attach Cable, 3 Meter	
492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power	22
Cord, North America	
809-6894 ProDeploy Dell Storage XC Series Appliance - Deploy	11
809-6895 ProDeploy Dell Storage XC Series Appliance - Deploy	11
Verification	
634-BCZU Nutanix Pro Edition for Dell X C, Custom3	99
634-BDBD Nutanix Pro Edition for Dell X C, Custom2	55
634-BDCG Nutanix Pro Edition for Dell X C, Custom1	66
634-BDBZ Nutanix 5Y SW Maintenance for Dell XC, Custom3	33
634-BDBM Nutanix 5Y SW Maintenance for Dell XC, Custom2 634-BCZX Nutanix 5Y SW Maintenance for Dell XC, Custom1	22
379-BCUR XC Standard order	11
3/7-DCUK AC Stalldard Older	1.1



Mainline Services (See SOW) (MIS-12211-1-5)

Product Code
PRO-INSTALL-Product NameQtyUnit SalesExtended SalesPRO-INSTALL-Cisco Switch installation and VM Migration (See SOW)1\$27,000.00\$27,000.00

Grand Total \$27,000.00



Solution Selection

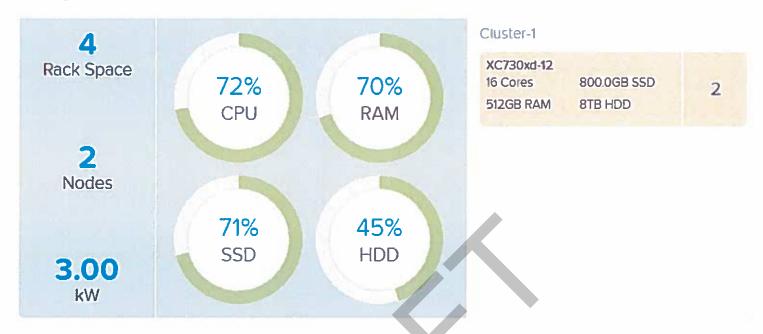
As this proposal offers multiple solutions, please select the solution(s) which best meet your needs:

Quote#	Quote Name	Price
MIS-12211-1-1	Cisco Nexus 2348TQ	\$49,600.60
MIS-12211-1-2	Dell XC 630 (6 Nodes)	\$207,771.42
MIS-12211-1-3	Dell Primary XC730xd (11 Nodes)	\$505,371.46
MIS-12211-1-4	Dell DR XC730xd (11 Nodes)	\$505,371.46
MIS-12211-1-5	Mainline Services (See SOW)	<u>\$27,000.00</u>
		\$1,295,114.94



Future Scenario 1

This scenario will be 2 nodes of Dell XC730XD-12, with 512GB of Ram each, 2 - 2.1 8GHz - 8 Core each Broadwell E5-2620v4 processors, with 7.5TB usable disk space. These nodes can easily be joined to the existing cluster and utilized for the below exercise.



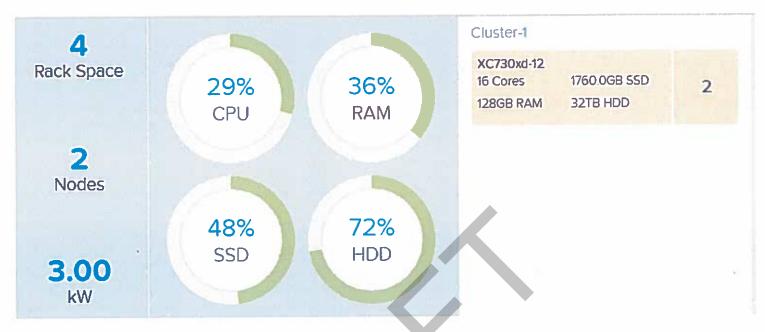
Exercise 1:

Addition of forty (40) 2 vCPU, 16 GB vRAM, 100 GB Linux virtual machines. These servers will have a high memory and CPU utilization factor (80% each on average) but will not be heavy in disk IO (less than 20 IOPS standard, 70/30 read/write %).

Cost: \$42,285.72

Future Scenario 2

This scenario will be 2 nodes of Dell XC730XD-12, with 128GB of Ram each, 2 - 2.1 8GHz - 8 Core each Broadwell E5-2620v4 processors, with 30 TB usable disk space. These nodes can easily be joined to the existing cluster and utilized for the below exercise.



Exercise 2:

Addition of one (1) 2 vCPU, 16 GB vRAM, 30 TB Linux virtual machine that will store NONCOMPRESSIBL E, ENCRYPTED files. This server will have

800 IOPS average, 1600 IOPS peak, 70/30 read/write% This server will have a high memory and CPU utilizati on factor (80% each on average) and will be heavy in disk IO.

Price: \$31,771.42

Future Scenario 3

Combination of Exercise 1 and Exercise 2.

Price: \$74,057.14

Exercise 1 - Quote#: 3000018121031.1 (MIS-12211-1-6)

Product Code 210-AEIS	Product Name Dell XC730xd for ESXi	Qty 2	<u>Unit Sales</u> \$21,142.86	Extended Sales \$42,285.72
	Grand Total		=	\$42,285.72
Detailed Confi	g-			
210-AEIS Dell X	C730xd for ESXi	2		
	C21 Raid configuration for XC730xd	2		
329-BDMN XC73		2		
350-BBGM XC73	uxd Label nix OS for KVM, factory installed	2 2		
	SSDR SATA-DOM	2		
	rver FIPS TPM 1.2v2 CC	2		
	30/xd Motherboard MLK	2 2		
379-BBVO Custo				
	is with up to 12, 3.5" Hard Drives	2		
	Xeon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s 8C/16T (85W) Max Mem 2133MHz			
QFI, Turbo, HT,	0C/101 (03W) Max MeIII 2133MI12	2		
338-BJEJ Intel >	Keon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s			
QPI,Turbo,HT,	8C/16T (85W) Max Mem 2133MHz			
370 ACDU 34006	AT (c PDIAMe	2		
370-ACPH 2400/	mance Optimized	2 2		
	X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet,	2		
Network Daugh				
_		2		
	Hot-plug, Redundant Power Supply (1+1), 1100W	2		
	Rails Sliding Rails Without Cable Management Arm E8 Enterprise, integrated Dell Remote Access	2		
Controller, Ent				
controller, Em	матризс	2		
	CC730XD Shipping	2		
350-BBEJ Bezel	() 25 21 22 23	2		
	/xd PCle Riser 2, Center	2		
	xd PCIe Riser 1, Right 30 12Gb SAS Controller, Minicard	2 2		
	al Dual SD Module	2		
385-BBLI 16GB S	SD Card For IDSDM	2		
	Blanks for System with 2 Processors	2		
	lard Heatsink for PowerEdge R730/R730xd	2		
374-88HM Stand 332-1286 US Ore	lard Heatsink for PowerEdge R730/R730xd	2		
	oport for Multivendor SW, Webscale SW, 3 Year	2		
	ardware Limited Warranty Plus On Site Service Initia			
Year		-		



2

802-4302 Dell Hardware Limited Warranty Plus On Site Service Extended Year	
	2
802-4348 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended	
802-4349 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	2
802-4350 ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	
989-3439 Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	2
370-ACNS 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width 400-ALPB 2TB 7.2K RPM NLSAS 512n 3.5in Hot-plug Hard Drive	3 8
400-AQCL 480GB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive, 3.5in HYB CARR, SM863a	8
540-BBHY Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile 470-AAGP Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	2
492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	4
809-6894 ProDeploy Dell Storage XC Series Appliance - Deployment 809-6895 ProDeploy Dell Storage XC Series Appliance - Deployment Verification	2
634-BCZU Nutanix Pro Edition for Dell X C, Custom3 634-BDBD Nutanix Pro Edition for Dell X C, Custom2 634-BDCG Nutanix Pro Edition for Dell X C, Custom1 634-BDBL Nutanix 3Y SW Maintenance for Dell XC, Custom2 634-BCZV Nutanix 3Y SW Maintenance for Dell XC, Custom1 379-BCUR XC Standard order	2 2 2 2 2 2 2



Exercise 2 - Quote#: 3000018121292.1 (MIS-12211-1-7)

Product Code 210-AEIS Product Name Oty Unit Sales 531,771.42

Grand Total Street Sales 531,771.42

Detailed Configuration-

210-AEIS Dell XC730xd for ESXi 321-BBQQ Info C21 Raid configuration for XC730xd 329-BDMN XC730xd-12 350-BBGM XC730xd Label 619-AHSV Nutanix OS for KVM, factory installed 400-AOHB 64GB SSDR SATA-DOM 461-AAED PE Server FIPS TPM 1.2v2 CC 329-BCZK PE R730/xd Motherboard MLK 379-BBVO Custom Licensing 350-BBEU Chassis with up to 12, 3.5" Hard Drives 338-BJCZ Intel Xeon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 2133MHz	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
338-BJEJ Intel Xeon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 2133MHz	2
370-ACPH 2400MT/s RDIMMs 370-AAIP Performance Optimized 540-BBBB Intel X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	2 2
450-ADWM Dual, Hot-plug, Redundant Power Supply (1+1), 1100W 770-BBBQ ReadyRails Sliding Rails Without Cable Management Arm 385-BBHO iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	2 2 2
340-AOKT Dell XC730XD Shipping	2 2
350-8BEJ Bezel	2
330-BBCO R730/xd PCIe Riser 2, Center	2
330-BBCR R730/xd PCle Riser 1, Right	2
405-AAJU HBA330 12Gb SAS Controller, Minicard	2
330-BBCL Internal Dual SD Module	2
385-BBLI 16GB SD Card For IDSDM	2
370-ABWE DIMM Blanks for System with 2 Processors	2
374-BBHM Standard Heatsink for PowerEdge R730/R730xd 374-BBHM Standard Heatsink for PowerEdge R730/R730xd	2
332-1286 US Order	2
975-9874 ProSupport for Multivendor SW, Webscale SW, 3 Year	22
802-4301 Dell Hardware Limited Warranty Plus On Site Service Initial	_

Year 2 802-4302 Dell Hardware Limited Warranty Plus On Site Service Extended Year 2 802-4348 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended 2 802-4349 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year 802-4350 ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year 2 989-3439 Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800-945-3355 2 370-ACNX 16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width 16 400-ALOV 4TB 7.2K RPM NLSAS 512n 3.5in Hot-plug Hard Drive 400-AQCO 960GB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive, 3.5in HYB CARR, SM863a 540-BBHY Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile 470-AAGP Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter 492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America 809-6894 ProDeploy Dell Storage XC Series Appliance - Deployment 809-6895 ProDeploy Dell Storage XC Series Appliance - Deployment Verification 2 634-BCZU Nutanix Pro Edition for Dell X C, Custom3 6 634-BDBD Nutanix Pro Edition for Dell X C, Custom2 12 634-BDCG Nutanix Pro Edition for Dell X C, Custom1 4 634-BCZV Nutanix 3Y SW Maintenance for Dell XC, Custom1 2 379-BCUR XC Standard order

XC730xd Exercise 3 Combined Exercise 1 & 2 (MIS-12211-1-8)

Product Code 210-AEIS Product Name
Dell XC730xd for ESXi

Qty 1 **Unit Sales** \$74,057.40 Extended Sales \$74,057.40

Grand Total

\$74,057.40



Solution Selection

As this proposal offers multiple solutions, please select the solution(s) which best meet your needs:

Quote #	Quote Name	Price
☐ MIS-12211-1-6	XC730xd Quote#: 3000018121031.1 (Exercise 1)	\$42,285.72
☐ MIS-12211-1-7	XC730xd Quote#: 3000018121292.1 (Exercise 2)	\$31,771.42
☐ MIS-12211-1-8		\$74,057.14
G		







October 6, 2017

Board of County Commissioners Leon County, Florida

Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308
Proposal Number: BC-10-02-17-01
Request for Proposals for Compute/Storage Environment Replacement

We are pleased to provide a response for the above referenced RFP for **Board of County Commissioners Leon County**, Florida.

When many organizations examine their TCO (total cost of ownership) for technology, they discover their habits may be costing them - the burden of maintaining older technology, reporting losses due to "upside-down" asset values, mid-life upgrades and productivity losses from downtime.

Dell Financial Services (DFS) has lease and financing options to help you free up capital, meet your equipment replacement goals and shift costs between capital and expense budgets. Your DFS financial specialist can find the right solution based upon your specific technology and budget needs.

We appreciate this opportunity and look forward to discussing this in further detail. Should you have any questions or need clarifications, please do not hesitate to contact me at (813) 215-8009.

Sincerely,

Michael Cone

Dell Financial Services L.L.C. Account Executive Michael.Cone@dell.com



Dell Financial Services Overview

DFS is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. Information technology, its acquisition, management and disposition, is an emerging challenge that requires state of the art tools for successful administration. DFS in its mission to relate directly to the customer and the customer's individual needs is ready, willing and capable of assisting Leon County with the acquisition of information technology.

Over the past twenty years, DFS has originated over \$70 billion in leases, an unprecedented performance in the leasing industry. A direct result of this success is DFS' ability to structure the contractual leasing relationship in a fashion that is mutually satisfactory to the parties. DFS looks forward to meeting with you and establishing a leasing program, tailored around your specific needs.

DFS has grown by contributing to the success of our customers. By accessing Dell's online business model, we're able to offer complete technology acquisition and management solutions, featuring:

Helping your company get the technology it needs and expand acquisition opportunities within current budget allocations — that's our mission at DFS. You'll find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you're on a regular rotation program, unsure of your long-term plans or seeking an affordable method of financing equipment ownership. Founded with Dell customers in mind, DFS delivers a unique focus on the complete customer experience. At DFS we're with you every step of the way — from dedicated sales team introductions to an easy end-of-term process.

Here are just a few ways we are working to make your financing experience easier:

- Dedicated Sales Team. No phone queue to dial in. You have direct access to your DFS sales team members, from your DFS field executive to your end-of-lease coordinator.
- DFS Online Services. Dell customers can access DFS Online Services from their Premier portal, allowing virtually anytime access to critical information and an easy way to handle routine tasks to make asset management and your end-of-lease process more efficient.



The Lease vs. Own Decision

Conservation of capital

Leasing allows a company to conserve capital for investment in its business rather than in the infrastructure.

Payment flexibility

Provides payment flexibility tailored to specific cash flow or budgetary requirements.

Operational flexibility

Maximize your IT investments by matching your lease term to the useful life of the asset in your organization's environment.

Residual value risk

Help reduce the risk of ownership, liability and cost usually associated with asset disposal and remarketing.

Proper equipment disposal

The requirement to properly dispose of surplus equipment, both for ethical and regulatory reasons, places the responsibility on the legal owner for its proper disposal.

No Escrow

DFS does not utilize escrow accounts for any of their lease options. Leasing with DFS alleviates concerns of sudden non-funding due to changes in the global economy that are out of your control. DFS guarantees payment to your vendors as long as your credit has no substantial changes and all documents have been received by DFS.



Lease Program Overview

DFS' leasing programs offer flexible end-of lease options designed to suit each entity's unique needs. Lease terms are generally from 24 through 48 months and are tailored to match the essential useful life of the leased equipment to the lease term. Lease payments can be billed monthly, quarterly, semi-annually or annual, in advance.

Master Lease Program

For large-scale acquisitions (in excess of \$250,000 in leased equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.

Deteller	100		
Rotation Programs	Ideal for	Term	Advantages
Dell Flex	Customers on a Technology rotation	Exercise the option to purchase the products at XX% (desktops and notebooks) or XX% (printers and servers) of the equipment's original value	It allows you to migrate to the latest technology prior to the end of the lease term through a simple, streamlined process. It provides your organization with an integrated asset disposal mechanism. This may eliminate property bidding which has an associated cost. It provides you with a hedge against technology obsolescence.
Fair Market Value (FMV)	program	At the end of the lease term, return to upgrade on a new lease or purchase the equipment for its then current Fair Market Value.	Maximizes useful life of equipment. Helps reduce IT costs by ensuring regular equipment upgrades on a new lease. Deferred payment option may apply for qualified customers.
Ownership Programs	Ideal for	Term	Advantages
Tax Exempt Lease Purchase (TELP)	Customers planning to keep their equipment but	Purchase leased equipment at end of the lease term for \$1.	The TELP is only available to states and their political subdivisions (most public K-12 and Higher Education institutions generally qualify). Equipment may qualify for standard depreciation schedule (consult your tax advisor). Deferred payment option may apply for qualified customers.
\$1 Buyout	desire a lease financing solution	Purchase leased equipment at end of the lease term for \$1.	Offers end-of-lease ownership option with cost-effective solution for cash flow management Equipment may qualify for standard depreciation schedule (consult your tax advisor) Deferred payment option may apply for qualified customers.



Online Tools

At DFS, we know that acquiring Dell equipment is just one element of your extensive asset management program. So we have created DFS Online Services, the web-based asset management system that places access to information regarding your leased assets right at your fingertips.

With DFS Online Services, qualified customers will be able to search for contract and asset data, request location and cost center changes, accept lease schedules online and much more. Just access DFS Online Services through your Dell Premier site and you will be on your way to achieving greater control over your Dell leased assets program.

Review and Manage Your Contracts. We've given you one place to view your assets. You can search by contracts, contract number, commencement date or termination date. If you need more information, you can sort by a variety of fields, from equipment cost to payment amount to payment schedules. Most importantly, all information is available for download in either CSV or XML formats for easy import into your current asset management program.

Streamline End-of-Lease Tasks. No more phone calls when it comes to end-of-lease requests.2 Packing slips, buyout quotes, early termination quotes and renewal/extension quotes can now be obtained online. Your request will be reviewed by our service representatives and posted on the Requested End-of-Lease Documents page.

Immediately Access Your Documents. Eliminate the paper chase. With DFS Online Services, the documents associated with your lease agreements are now online. Think of it as an online filing system. Through our Online Schedule Acceptance feature, you can access your lease schedules. Reviewing and accepting lease schedules has never been easier.

Generate Custom Reports. Perhaps the most important feature of DFS Online Services is your ability to create various reports and download them for later review and use.

- Active Asset Report an overview of your assets by contract number or by date
- Disposed Asset Report contract level detail on assets received by DFS and removed from our billing cycle
- Received Asset Report confirm assets returned at the end of the lease
- Custom Report build your own report from the wide range of lease asset fields

Reports are available for download and will be accessible for a period of seven days. You can check the status of your online requests easily by referring to the dashboard on the home page.

For your convenience, we have an online DFSOS tutorial: http://dfsos.us.dell.com/dfsosdemo/tutorial/setup_html.htm

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End of Lease

DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. This is why DFS has incorporated direct customer feedback into our end-of-lease approach to deliver the best customer experience possible. Our relationship with Dell aligns our approach to technology refresh with your interest in taking advantage of the technological and financial benefits of replacing equipment on a timely basis. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Following are some of the valuable benefits to our end-of-lease program.

No Lengthy Automatic Renewal Periods - Automatic lease renewals of 6 and 12 months can put a kink in the total cost of ownership savings you hoped to gain from leasing. Under our MLA, the automatic renewal period is simply month-to-month at the end-of-term until you are ready to make your decision to refresh, renew or purchase your existing leased assets.

End-of-Lease Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

DFSOS - DFSOS helps reduce the time and costs associated with the lease process and it is user-friendly. This web-enabled tool will help you generate leased asset reports and end-of-lease requests. As a special feature, Dell customers can access DFSOS from their Premier portal, allowing anytime access to critical information and an easy way to handle routine tasks to make asset management and your end-of-lease process more efficient.





Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing. The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS (the Lessor) and Board of County Commissioners Leon County, Florida (the Lessee). Therefore, the terms and conditions of a mutually beneficial and duly executed DFS Lease Agreement shall take precedence over any other terms and conditions.



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Lease Quote

Definitions

Lessor:

Dell Financial Services L.L.C. and/or its successors and assigns

Lessee:

Board of County Commissioners Leon County, Florida

Lease Structure: DFS has provided a lease quote for a 60 month Lease Purchase Lease, quoted with annual payment options, in advance. Please see the following lease quote for

details on pricing and end of lease options.

Pricing Table

					Term Option	60 TELP
					Payments:	Annual
					Consolidation	Monthly
					Payments Due:	Advance
A 100 - 0.00 - 0.00	· · · · · · · · · · · · · · · · · · ·			15	Interim Rent	None
	Summary Product			100 S 1 5 1		5
Quote Number	Description	Product Price	Quantity	Extended Price	Rate Factor	Payments
N/A	Dell XC, Cisco Switches, Mainline Services	\$1,295 114.94	1	\$1,295,114.94	0.21566	\$279,304.49
	TOTALS			\$1,295,114.94		\$279,304.49



- Lease rates are quoted by Dell Financial Services, L.L.C. and are valid in the U.S. only.
- DFS has provided a blended lease factor for the equipment and some warranties and
 installation. Non-hardware items such as shipping costs, property or sales/use taxes, and nontied peripheral items may be assigned a soft cost lease rate factor.
- Lease rates are also based upon the configuration and specification of the supplied equipment specified in the RFP, and DFS reserves the right to revise pricing in the event of any change in the configuration or equipment specification or reduction in asset values as determined by DFS.
- Lease rates are quoted assuming annual payments in advance without Pro Rata rent based on a 30-day month from the acceptance date to the commencement date.
- Lease rates assume monthly consolidation1 of invoices with one schedule per month.
- The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever.

End of Lease Options

Tax-Exempt Lease Purchase (\$1 BUYOUT LEASE OPTION) Option available to lessee upon completion of the base lease term is as follows:

Exercise the option to purchase the products for \$1.00.

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¹Commencement date is normally defined as the first or 15th day of the month following a designated consolidation period. The consolidation period is normally defined as a 30-day period. However, as business requirements of the company are determined, consolidation periods and commencement dates can be negotiated in the Master Lease Agreement.

Acceptance Date (as defined in the DFS Master Lease Agreement): Unless Lessor receives written notification of any defects in the Products, Lessor shall conclusively deem the Products accepted by Lessee on the earlier of (a) the date Lessor receives a Certificate of Acceptance from Lessee or (b) the fifth business day following the delivery date (either (a) or (b) above being the "Acceptance Date"); provided, however, that Lessee's acceptance pursuant to clause (a) or (b) is subject to any right of return provided by Seller.

^{*} Pro rata Rent/Interest is calculated from the acceptance date, as defined in the Master Lease Agreement, until the commencement date of the lease, and is based upon a prorated amount of the Rent.



Other Terms and Conditions

Taxes:

If Leon County provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under the Fair Market Value or 10% Purchase Option Lease structures, Leon County must reimburse DFS for that tax expense in connection with the Leon County's lease.

Purchase order:

The Purchase Order will be made out to Dell Financial Services, 1 Dell Way Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

Insurance:

The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

Appropriation covenant:

The Lease shall contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

Documentation:

Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

Proposal validity/approvals:

This is a proposal based upon market conditions and is valid for 90 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation

Attachment D: Dell Pro Support

The following 10 pages contain the Dell Pro Support Service Description.





Service Description

Dell ProSupport for IT

1. TERMS & CONDITIONS OVERVIEW

This Service Description ("Service Description") is made between the customer ("you" or "Customer") and the Dell entity identified on Customer's invoice for the purchase of this Service (as defined below). By purchasing this Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts. This Service is provided in connection with Customer's separate signed master services agreement with Dell or, in the absence of such agreement, Dell's Customer Master Services Agreement ("CMSA"), which can be obtained at www.Dell.com/ServiceContracts and is incorporated by reference in its entirety herein.

2. SERVICE OVERVIEW

Dell is pleased to provide Dell ProSupport for IT (the "Service(s)") for select server, storage, desktop and notebook systems and printers ("Supported Product(s)" as defined below) in accordance with this Service Description. In addition to the features below, this Service provides technical support options (telephone, Internet, etc.) and service parts and related labor services to repair and/or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) ("Qualified Incidents(s)").

This Service includes:

- Direct telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays)* to Dell's
 global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- On-site dispatch of technician and/or service parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on a Supported Product.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- Access to online support forums twenty-four (24) hours each day, seven (7) days each week (including holidays).
- Access to Global Command Centers, which help manage critical situations in Customer environments, monitor all onsite "mission critical" labor dispatches and provide proactive crisis management coordination and communication during events such as natural disasters.
- Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation and status of incidents within the scope of this Service.
- Dell International Services Program. This program provides service and support options when travelling with your Dell business-class laptop outside of your home country. Additional terms and conditions apply; please see www.Dell.com/ISP for more details.
- OpenManage™ CD subscription service, which helps to ensure that the latest versions of Dell OpenManage Systems
 Management software will be sent to customer location or made available for Internet download by Customer.

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¹ The URL <u>www.Dell.com/ServiceContracts</u> links Customer to Dell's global service contract webpage from where Customer will select their geographic region, preferred language (If applicable) and the appropriate business segment from which they purchased the Service (e.g. Large Enterprise, Small & Medium Business or Public Sector). Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative or technical support for assistance with obtaining service contracts. United States-based Customers may obtain the CMSA directly from <u>www.Dell.com/CMSA</u>.



Supported Products: This Service is available on select Dell PowerEdge™, PowerVault™, PowerConnect™, Dell Equal Logic™, Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Precision™, Latitude™ and Vostro™ computer systems and select Dell printers which are in a standard configuration ("Supported Products"). The Supported Product covered under this Service Description is identified on Customer's Dell invoice; however Software & Peripheral products purchased through the Dell Software & Peripheral store are not covered by this Service Description. A separate service contract must be purchased by Customer for each Supported Product (for instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own). Each Supported Product will be tagged with a serial number (the "Service Tag"). Additional products may be covered by this Service Description or added to the Supported Products list depending on region, location, or language. Please contact your Dell sales representative for more detailed information.

3. SUPPORT PROCEDURES

Methods of Contacting Dell for Service

- A. Self-Dispatch Support Programs: For Customers enrolled in Warranty Parts Direct, Fast-Track Dispatch, or Dell Online Self Dispatch (DOSD), Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region.
- B. Deli ProSupport Web site, Chat, and Email Support available at www.Support.Dell.com
- C. Telephone Support Requests: Available twenty-four (24) hours each day, seven (7) days each week (including holidays. Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for details.

Step One: Call for Assistance

For telephone support requests, contact your Regional Dell ProSupport support center to speak to a technical support analyst. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts.

- Call from a location which includes physical access to the Supported Product.
- Provide the Service Tag number and other information as requested by the analyst. The analyst will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Step Two: Assist with Telephone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- The analyst will work with you through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch of a service technician is necessary, the analyst will provide additional instructions.



Severity Levels and Dell Response for Products purchased with "Mission Critical" Service: Customers calling Dell with a Qualified Incident may designate the severity level of the incident and associated conditions using the below chart.

Severity	Condition	Dell Response	Customer Role
1	Complete loss of critical business function, requiring immediate response.	Emergency dispatch in parallel with immediate telephone troubleshooting; quick Escalation Manager intervention.	Provide twenty-four (24) hours/day by seven (7)days/week allocations of appropriate staff/resources in support, Site-based senior management informed and engaged.
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7)days/week resource allocation not available to support Dell response	Immediate telephone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch after telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts, Site-based senior management informed and engaged.
3	Minimal business impact	Troubleshooting by telephone, parts/labor dispatched after telephone troubleshooting and diagnosis, and case status as mulually agreed.	Provide point-of-contact information for case and respond to Dell requests within 24 hours.

Severity Levels and Dell Response for Products purchased without "Mission Critical" Service: Customers calling in may designate the severity level of the incident and associated condition using the below chart.

Severity	Condition	Deli Response	Customer Role
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7)days/week resource allocation not available to support Dell response	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact. Parts/labor dispatch after telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact	Troubleshooting by telephone, parts/labor dispatched after telephone troubleshooting and diagnosis, and case status as mutually agreed.	Provide point-of-contact information for case and respond to Dell requests within 24 hours.

4. SERVICE PARTS

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement; such parts are designated as Customer Self Replaceable ("CSR"). If during the diagnosis, the Dell analyst determines that a Qualified Incident can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer, CSR parts fall into two categories:

- Optional CSR parts These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an onsite technician to replace the parts. Please contact a technical support analyst for more details regarding, which Optional CSR parts and which service response levels qualify for onsite installation at no additional fee.
- Mandatory CSR parts Dell does not automatically provide an onsite technician for the installation of Mandatory CSR parts, however, Dell ProSupport customers who require assistance with the installation of Mandatory CSR parts may request and receive onsite assistance at no additional fee.

The freight method used to ship the CSR part is based on the level of service purchased by the Customer.

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- Service parts for customers with "Next Business Day" response times will be shipped via a next-business day freight method.
- Service parts for customers with "Return for Repair" service options will be shipped via ground freight service.

Once the Dell analyst has determined whether it is necessary to replace a part or return the system, you will be informed of the next steps to take. Depending on the service level that was purchased, the following On-Site or Return for Repair procedures shall apply.

5. ON-SITE SERVICE OPTIONS

On-site response options vary depending on the type of service purchased and whether "Mission Critical" enhanced service was purchased with Dell ProSupport for IT. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a Qualified Incident.

If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

A. Dell ProSupport for IT On-Site Response WITH Mission Critical Enhanced Service

This Service when purchased in conjunction with "Mission Critical" enhanced service provides faster response times Dell may initiate a critical situation ("Crit Sit") process for severity level one (1) issues and issue emergency dispatches when required.²

On-Site Response Levels Available for Purchase with Mission Critical Enhanced Service

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
2-Hour On-Site Response with 6-Hour Repair Service*	Technician should arrive on-site within 2 hours after completion of telephone-based troubleshooting and often repairs the hardware within 6 hours of dispatch.	 Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined two (2) hour response locations. Available on select models of Supported Products. Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.
4-Hour On-Site Service *	Technician should arrive on-site within 4 hours after completion of telephone-based troubleshooting.	 Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined four (4) hour response locations. Available on select models of Supported Products. Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.

² Emergency Dispatch for Mission Critical Severity Level 1 issues: Supported Products with both a Deli ProSupport for IT and Dell ProSupport Mission Critical contract with two (2) hour or four (4) hour on-site response will have an on-site technician dispatched, if necessary, in parallel with phone-based troubleshooting. Following completion of problem determination the analyst will determine if the issue requires parts to be dispatched.



8-Hour On-Site Service *	Technician should arrive on-site within 8 hours after completion of phone-based	٠	Available seven (7) days each week, twenty-four (24) hours each day - including holidays.	
	troubleshooting.		Available within defined eight (8) hour response locations.	
			Available only on select models of Supported Products.	
		•	Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.	

B. Dell ProSupport for IT On-Site Response WITHOUT Mission Critical

Standard On-Site Response Levels Available for Purchase

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
4-Hour On-Site Service *	Technician should arrive on-site within 4 hours after completion of telephone-based troubleshooting.	 Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined four (4) hour response locations. Available only on select models of Supported Products.
Next Business Day On-Sile Response Service *	Following telephone-based troubleshooting and diagnosis, a technician can be dispatched to arrive onsite the next business day.	Available five (5) days each week, ten (10) hours each day excluding holidays. Limited to locations not offering 4 hour response. Calls received by Dell expert center after 5:00 PM** local Customer time (Monday - Friday) and/or dispatches submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location. Available only on select models of Supported Products.
Outside Continental United States ("OCONUS") Customers *	Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on location and part availability.	Limited to Dell-approved (US only) OCONUS Customers. Availability limited to select systems and locations. See www.Deli.com/Fed/International for details. Federal Customers should consult OCONUS Service Locations in Customer's applicable separately signed agreement with Dell
Printer On-Site Whole Unit Exchanges*	At Customer request, a technician can often be dispatched to arrive on-site the next business day after the arrival of a printer whole unit exchange.	Available five (5) days each week, ten (10) hours each day excluding holidays. Available only on select models of Supported Products. Not available to OCONUS Customers

C. For all other on-site response service options:

Following completion of remote troubleshooting, diagnosis and problem determination, a Dell analyst will determine if the issue requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.



6. COLLABORATIVE SUPPORT

If a problem arises with certain third-party products commonly utilized in conjunction with Customer's Supported Product, Dell will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES. Customer agrees to indemnify and hold Dell harmless for any claims related to those third-party products for which Customer has sought collaborative support to be coordinated through Dell.

View current Collaborative Support partners at www.Dell.com/CollaborativeSupport. Please note that partners may change at any time without notice to Customers.

7. SOFTWARE TROUBLESHOOTING

Dell ProSupport for IT includes Dell OEM software troubleshooting with Collaborative Support (as set forth above) for select Dell OEM applications, operating systems, and firmware on Supported Products (the "Covered Software Products") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include end-user Client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Certain Server applications such as Microsoft Small Business Server solution are also supported. Please contact a Dell technical support analyst for an updated list of Covered Software Products.

Limits on Dell OEM Software Troubleshooting Service. Dell does not warrant that any particular question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that Dell may be unable to resolve questions of this sort, and Customer understands and accepts that Customer is required to make independent arrangements with the publisher of the software at issue for resolution of such questions.

8. DELL PROACTIVE SYSTEMS MANAGEMENT

Dell ProSupport customers are eligible for the duration of their Dell ProSupport service contract to use Dell Proactive Systems Management software tools, which may be pre-installed on their Supported Products or available for download at www.Dell.com/Proactive. Available features and functionality differ by Supported Product and Customer's location. Dell Proactive Systems Management software tools are licensed to Customer in accordance with the software license terms accompanying the software. However, in the absence of separate terms accompanying the software, the following license terms apply to Customer's use of Dell Proactive Systems Management software tools (referred to as the "Software" for purposes of this section),

Dell hereby grants you a personal, non-exclusive license to use and to access the Software provided by Dell hereunder during the term of the Service solely as necessary for you to enjoy the benefit of the Services as stated in the applicable Service Description. Unless expressly authorized in writing by Dell, you may not copy, modify, create a derivative work, collective work or compilation of the Software, or reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof; may not license, sell, assign, sublicense or otherwise transfer or encumber the Software; may not use the Software in a managed services arrangement; and may not use the Software in excess of the authorized licensed seats of concurrent users, sites or other criteria specified in the applicable Service Description. In addition, you may not access the Software to monitor its availability, performance or functionality, or for any other benchmarking or competitive purposes.

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You further agree not to use the Software to: (i) altempt to use or gain unauthorized access to Dell or any third party's networks or equipment; (ii) permit other individuals or entities to use or copy the Services; (iii) attempt to probe, scan or test the vulnerability of a system, account or network of Dell or any of its customers or suppliers; (iv) interfere, or any attempt to interfere, with service to any user, host or network; (v) engage in any fraudulent activity of any nature; (vi) transmit unsolicited bulk or commercial messages or any similar messages; (vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions); or (viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Service.

9. DELL EQUALLOGIC SOFTWARE UPDATES

Dell ProSupport for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager and the Host Integration Toolkit (for the service period indicated on the invoice).

Patches and Bug Fixes. Dell will periodically release patches and bug fixes to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

New Versions. New versions or releases of the applicable Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

Dell EqualLogic Support Renewal Rates: http://www.dell.com/ProSupport/EQLpricelist

10. DELL | EMC CORE SOFTWARE UPDATES

Dell ProSupport for IT includes the following software updates for core Dell | EMC software such as Navisphere® Manager, Navisphere Manager Express (AX series only), Access Logix[™] (CX series only), PowerPath®, and SnapView Express (AX series only) (for the service period indicated on the invoice):

Patches and Bug Fixes. Dell will periodically make software patches and minor bug fixes available, which reflect minor changes made by EMC to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

New Versions. All new versions or releases of the applicable Enterprise Storage Software generally made available by EMC at no additional charge to other licensees for Enterprise Storage Software that is covered by an EMC warranty or under an annual maintenance contract between EMC and the licensee. These generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

May require additional purchase. Dell | EMC Core Software Updates may require the purchase of a separate Dell On-site Installation or Proactive Maintenance Service as directed by Dell in order to keep the Supported Product(s) eligible for this Service.

Renewal. Customer may be entitled to renew for additional periods and/or purchase additional Dell | EMC Core Software Updates depending on the available options then in effect and in accordance with Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. Dell may change its rates, terms, and conditions for providing support at any time.

Dell | EMC Support Renewal Rates: http://www.dell.com/ProSupport/EMCpricelist

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11. DELL PROSUPPORT FOR IT DOES NOT INCLUDE THE FOLLOWING:

- A. Activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration or any activities or services not expressly described in this Service Description.
- B. Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and covers or support thereon.
- C. Direct third party product support or support of versions not currently supported by the manufacturer, vendor or partner.
- D. Support for equipment damaged by act of God (such as but not limited to, lightening, flooding, tornado, earthquakes and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- E. Spyware/virus removal or data backup services.
- F. Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- G. Scripting, programming, database design/implementation, Web development or recompiled kernels.

H. Hardware Coverage Limitations:

- SATA hard drives in PowerEdge™, PowerEdge SC™ and PowerVault™ systems carry the lesser of either a 1year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped.
- Portable computer batteries carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell computer with which the battery is shipped.
- PERC5 or PERC 6 battery may provide up to 72 hours of controller cache memory backup power when new.
 Under the 1-year limited hardware warranty, Dell warrants that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.
- Projector lamps carry a 90-day limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated
 on your packing slip. Monitors purchased with a system are covered by the system limited hardware warranty.
- Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.

Additional hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty, your invoice or contact a Dell technical support analyst for more details. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. After your Dell ProSupport service contract period expires, subsequent Qualified Incidents will be serviced pursuant to the Dell Basic Hardware Service contract available at www.Dell.com/ServiceContracts.

12. CUSTOMER RESPONSIBILITIES

- A. Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.
- B. Cooperate with Telephone Analyst and On-site Technician. Customer agrees to cooperate with and follow the instructions given by Dell telephone analyst and its on-site technicians. Experience shows that most system problems and errors can be corrected over the telephone as a result of close cooperation between our Customers and the assisting analyst or technician.
- C. Supported Releases. Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or as specified on www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Delt in order to keep the Support System(s) eligible for this Service.

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- D. Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.
- E. On-Site Obligations. Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at NO cost to Dell), if the system does not already include these items.

13. CUSTOMER DATA BACKUP RESPONSIBILITIES

Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.

14. IMPORTANT ADDITIONAL INFORMATION

- A. Assignment. Dell may assign this Service and/or Service Description to qualified third-party service providers.
- B. Whole Unit Replacement. If the analyst determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the Dell technician, unless Customer has purchased Keep Your Hard Drive for the affected system in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective unit to the Dell technician as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.
- C. Cancellation. Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- · Customer fails to pay the total price for this Service in accordance with the invoice terms;
- · Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not by varied by agreement. IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL

D. Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

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- E. Parts Stocked. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the ProSupport system is not available from a Dell facility near the customer's location and must be transferred from another facility, it will be shipped using overnight delivery. Two (2) hour and four (4) hour parts locations stock "mission critical" components of the system, as determined by Dell. A mission critical component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive two (2) hour or four (4) hour parts, Customer must be located within the coverage area determined by Dell.
- F. Support Limitations. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.
- G. Service Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing repairs.
- H. Optional/Point of Need Services. Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description and the Dell Customer Master Services Agreement available at www.Dell.com/ServiceContracts.
- Term and Renewal. Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the
 expiration of the service term, Customer may be entitled to extend the term depending on available options then in
 effect and in accordance with Dell's then-current procedures.
 - In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.
- J. Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply. Notwithstanding the foregoing provisions, Service for Dell EqualLogic products is not transferrable. Customers wishing to transfer ownership of Dell EqualLogic products should advise any potential transferee to contact Dell at equal-customer-service@dell.com to discuss possible transfer of license, warranty and/or service for the Supported Product(s). Additional terms, conditions and fees may apply to any such transfer, and Dell may, in its sole discretion, refuse to allow any such transfer for any reason or no reason.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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^{*} Availability may vary by region/location – please contact your Dell sales or support representative for additional details.

^{**} For a technician to arrive Next Business Day, service calls must be received the Dell expert centre before local dispatch cut off times, Dispatch cut off times can vary by country and range between 3:30 and 5:00 pm local Customer time (Monday through Friday) and/or dispatches made after local cut-off time may require an additional business day for service technician to arrive at Customer's location.

Attachment E: HCI Infrastructure Diagram

The following page contains the HCI Infrastructure Diagram.





Leon County Board of County Commissioners - RFP BC-10-02-17-01 Compute Storage Replacement Revised 10-25

Proposal Number: MIS-12211-1

Prepared For:

Shelly Kelley Leon County Board of County Commissioners 301 S. Monroe St Management Information Systems Tallahassee, FL 32301 (850) 606-5300 Date: 10/25/2017

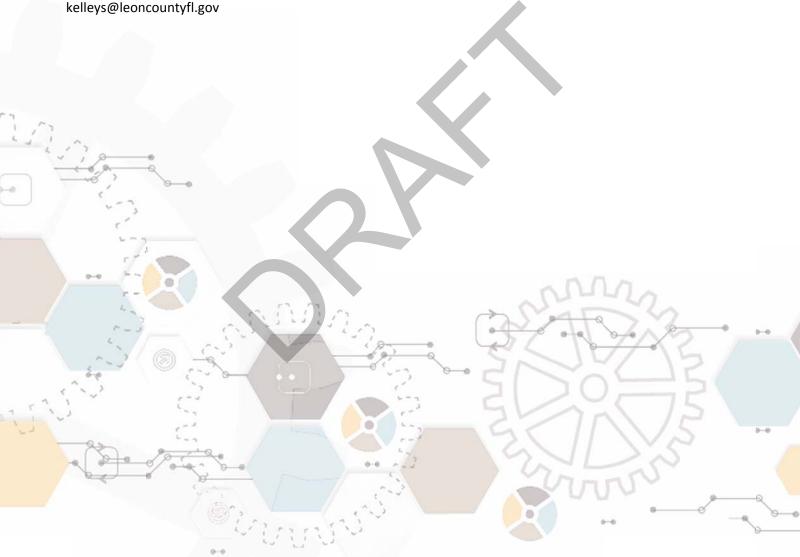
Prepared By:

Bob Pues

Senior Regional Account Executive Mainline Information Systems, Inc.

(904) 571-6218

bob.pues@mainline.com



CONFIDENTIAL

PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.



Cisco Nexus 2348TQ (MIS-12211-1-1)

Product Code	Product Name	<u>Qty</u>	Unit Sales	Extended Sales
N2K-C2348TQ	Nexus 2000, 10GT FEX; 48x1/10T; 6x40G QSFP	4	\$8,700.00	\$34,800.00
CON-SNT-	SNTC-8X5XNBD Nexus 2000, 10GT FEX; 48x100/1/10T;	4	N/C	N/C
C2348TQ	6x40			
CAB-C13-C14-	2M Pwr Cord Jumper C13- C14 Conn Length	8	N/C	N/C
2M				
N2348TQ-BA-	Reverse airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	4	N/C	N/C
BUN				
CON-SNT-	SNTC-8X5XNBD Reverse airflow pack	4	\$307.13	\$1,228.52
2348TQBA				
CVR-QSFP-	QSFP to SFP10G adapter	8	\$253.75	\$2,030.00
SFP10G=				
SFP-10G-SR=	Cisco 10Gbase-Sr SFP Mod	16	\$721.38	\$11,542.08

Grand Total \$49,600.60



Dell Quote#: 3000018850277.1 (MIS-12211-1-2) Dell XC630 x 2 -- SQL Servers - Main Site

Product Code
210-AEIFProduct Name
Dell XC630 for ESXiQty
2Unit Sales
\$34,523.81Extended Sales
\$69,047.62Grand Total

210-AEIF	Dell XC630 for ESXi	2
321-BBQW		2
	Info C31 Raid configuration for XC630 10 hdd	
329-BDMQ	XC630-10	2
350-BBGP	XC630 Label	2
619-AHSS	Nutanix OS for ESXi 6.0, factory installed	2
400-AOHB	64GB SSDR SATA-DOM	2
461-AAED	PE Server FIPS TPM 1.2v2 CC	2
329-BCZI	PowerEdge R630 Motherboard MLK	2
379-BBVO	Custom Licensing	2
321-BBKM	Chassis with up to 10, 2.5" Hard Drives, 3 PCle Slots	2
338-BJCR	Intel Xeon E5-2643 v4 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T	2
338-BJCS	(135W) Max Mem 2400MHz Intel Xeon E5-2643 v4 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2400MHz	2
370-ACPH	2400MT/s RDIMMs	2
370-AAIP	Performance Optimized	2
540-BBBB	Intel X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	2
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	2
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	2
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	2
340-AOKM	XC630 Shipping	2
325-BCLJ	XC630 Bezel	2
405-AAJU	HBA330 12Gb SAS Controller, Minicard	2



330-BBCL	Internal Dual SD Module	2
385-BBLI	16GB SD Card For IDSDM	2
631-AACK	No Systems Documentation, No OpenManage DVD Kit	2
332-1286	US Order	2
370-ABWE	DIMM Blanks for System with 2 Processors	2
412-AAEF	160W Heatsink for PowerEdge R630	2
412-AAEF	160W Heatsink for PowerEdge R630	2
802-1103	Dell Hardware Limited Warranty Plus On Site Service Extended Year	2
802-1104	Dell Hardware Limited Warranty Plus On Site Service Initial Year	2
802-1124	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended	2
802-1125	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	2
802-1138	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	2
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	2
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	32
400-AMUC	2TB 7.2K RPM NLSAS 512n 2.5in Hot-plug Hard Drive	16
400-AQCW	1.92TB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive, SM863a	4
540-BBHY	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	2
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	4
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	4
802-1080	ProSupport for Multivendor SW, Webscale SW, 5 Year	2
809-6894	ProDeploy Dell Storage XC Series Appliance - Deployment	2



809-6895	ProDeploy Dell Storage XC Series Appliance - Deployment Verification	2
634-BCZU	Nutanix Pro Edition for Dell X C, Custom3	12
634-BDBZ	Nutanix 5Y SW Maintenance for Dell XC, Custom3	2
634-BDBM	Nutanix 5Y SW Maintenance for Dell XC, Custom2	4
634-BDCG	Nutanix Pro Edition for Dell X C, Custom1	16
634-BCZX	Nutanix 5Y SW Maintenance for Dell XC, Custom1	16
379-BCUR	XC Standard order	2



Dell Quote#: 3000018819681.1 (MIS-12211-1-3) Dell XC730xd x 16 -- Main compute nodes - 8 at each site

Product Code Product Name Unit Sales Extended Sales Qty 210-AEIS Dell XC730xd for ESXi 16 \$39,523.81 \$632,380.96 **Grand Total** \$632,380.96 210-AEIS Dell XC730xd for ESXi 16 321-BBQQ Info C21 Raid configuration for XC730xd 16 329-BDMN XC730xd-12 16 350-BBGM 16 XC730xd Label 619-AHSS Nutanix OS for ESXi 6.0, factory installed 16 400-AOHB 64GB SSDR SATA-DOM 16 461-AAED PE Server FIPS TPM 1.2v2 CC 16 329-BC7K PE R730/xd Motherboard MLK 16 379-BBVO **Custom Licensing** 16 350-BBEU Chassis with up to 12, 3.5" Hard Drives 16 338-BJCX Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) 16 Max Mem 2133MHz 338-BJDG Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) 16 Max Mem 2133MHz 370-ACPH 2400MT/s RDIMMs 16 370-AAIP Performance Optimized 16 540-BBBB Intel X520 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter 16 Card 450-ADWM Dual, Hot-plug, Redundant Power Supply (1+1), 1100W 16 770-BBBR ReadyRails Sliding Rails With Cable Management Arm 16



385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	16
340-AOKT	Dell XC730XD Shipping	16
350-BBEJ	Bezel	16
330-BBCO	R730/xd PCle Riser 2, Center	16
330-BBCR	R730/xd PCle Riser 1, Right	16
405-AAJU	HBA330 12Gb SAS Controller, Minicard	16
330-BBCL	Internal Dual SD Module	16
385-BBLI	16GB SD Card For IDSDM	16
370-ABWE	DIMM Blanks for System with 2 Processors	16
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	16
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	16
332-1286	US Order	16
975-9876	ProSupport for Multivendor SW, Webscale SW, 5 Year	16
802-4301	Dell Hardware Limited Warranty Plus On Site Service Initial Year	16
802-4302	Dell Hardware Limited Warranty Plus On Site Service Extended Year	16
802-4349	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	16
802-4363	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended	16
802-4364	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	16
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	16
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	256
400-AMPP	8TB 7.2K RPM NLSAS 512e 3.5in Hot-plug Hard Drive, PI	112
400-AQCT	1.92TB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive, 3.5in HYB CARR, SM863a	64



540-BBHY	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	16
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	32
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	32
809-6894	ProDeploy Dell Storage XC Series Appliance - Deployment	16
809-6895	ProDeploy Dell Storage XC Series Appliance - Deployment Verification	16
634-BCZU	Nutanix Pro Edition for Dell X C, Custom3	112
379-BCUR	XC Standard order	16
634-BDBD	Nutanix Pro Edition for Dell X C, Custom2	128
634-BDBZ	Nutanix 5Y SW Maintenance for Dell XC, Custom3	32
634-BDBM	Nutanix 5Y SW Maintenance for Dell XC, Custom2	32
634-BCZX	Nutanix 5Y SW Maintenance for Dell XC, Custom1	48



Dell Quote#: 3000018849995.1 (MIS-12211-1-4) Dell XC730xd x 4 -- Storage heavy nodes - 2 at each site

Product Code 210-AEIT	Product Name Dell XC730xd for KVM	<u>Qty</u> 4	<u>Unit Sales</u> \$26,309.52	Extended Sales \$105,238.08
	Grand Total		=	\$105,238.08
210-AEIT	Dell XC730xd for KVM			4
321-BBQQ	Info C21 Raid configuration for XC730xd			4
329-BDMO	XC730xd-12C			4
350-BBGM	XC730xd Label			4
619-AHSV	Nutanix OS for KVM, factory installed			4
400-AGXG	64GB SSDR SATA-DOM			4
461-AAED	PE Server FIPS TPM 1.2v2 CC			4
329-BCZK	PE R730/xd Motherboard MLK			4
379-BBVO	Custom Licensing			4
350-BBEU	Chassis with up to 12, 3.5" Hard Drives			4
338-BJCZ	Intel Xeon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s	QPI,Turbo,HT	.8C/16T (85W)	4
Max Mem 213		, , ,	(5511)	
338-BJEJ	Intel Xeon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s	OPI Turbo HT	8C/16T (85W)	4
Max Mem 213		211,141,50,111	,007 101 (0011)	
370-ACPH	2400MT/s RDIMMs			4
370-AAIP	Performance Optimized			4
540-BBBB	Intel X520 DP 10Gb DA/SFP+, + I350 DP 10	3b Ethernet, Ne	etwork Daughte	r 4
	Caru			
450-ADWM	Dual, Hot-plug, Redundant Power Supply	(1+1), 1100W		4
770-BBBR	ReadyRails Sliding Rails With Cable Manag	jement Arm		4



385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	4
340-AOKT	Dell XC730XD Shipping	4
350-BBEJ	Bezel	4
330-BBCO	R730/xd PCle Riser 2, Center	4
330-BBCR	R730/xd PCle Riser 1, Right	4
405-AAJU	HBA330 12Gb SAS Controller, Minicard	4
330-BBCL	Internal Dual SD Module	4
385-BBLI	16GB SD Card For IDSDM	4
370-ABWE	DIMM Blanks for System with 2 Processors	4
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	4
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	4
332-1286	US Order	4
975-9876	ProSupport for Multivendor SW, Webscale SW, 5 Year	4
802-4301	Dell Hardware Limited Warranty Plus On Site Service Initial Year	4
802-4302	Dell Hardware Limited Warranty Plus On Site Service Extended Year	4
802-4349	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	4
802-4363	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended	4
802-4364	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	4
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	4
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	16
400-AIUD	6TB 7.2K RPM NLSAS 512e 3.5in Hot-plug Hard Drive	32
400-AQCT	1.92TB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive,3.5in HYB CARR, SM863a	16



406-BBCQ	Intel Ethernet X540 DP 10GBASE-T Server Adapter	4
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	8
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	8
809-6894	ProDeploy Dell Storage XC Series Appliance - Deployment	4
809-6895	ProDeploy Dell Storage XC Series Appliance - Deployment Verification	4
379-BCUR	XC Standard order	4
634-BCZX	Nutanix 5Y SW Maintenance for Dell XC, Custom1	8
634-BCZU	Nutanix Pro Edition for Dell X C, Custom3	20
634-BDCG	Nutanix Pro Edition for Dell X C, Custom1	24
634-BDBM	Nutanix 5Y SW Maintenance for Dell XC, Custom2	28



Dell Quote: 3000018809891.1 (MIS-12211-1-5) Dell PowerEdge R740 x 2 -- Oracle standalone servers - Main site

Product Code 210-AKXJ	Product Name PowerEdge R740 Server	<u>Qty</u> 2	<u>Unit Sales</u> \$16,337.50	<u>Extended Sales</u> \$32,675.00
	Grand Total		=	\$32,675.00
210-AKXJ	PowerEdge R740 Server			2
329-BDKH	PowerEdge R740/R740XD Motherboard			2
461-AADZ	No Trusted Platform Module			2
321-BCSJ	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for	or 1CPU Config	guration	2
340-BLKS	PowerEdge R740 Shipping			2
343-BBFU	PowerEdge R740 Shipping Material			2
338-BLML DDR4-2666	Intel Xeon Gold 6144 3.5G,8C/16T,10.4GT/s 2UPI,	24M Cache, Tur	bo,HT (150W)	2
374-BBBX	No Additional Processor			2
370-ADPF	Blank for 1CPU Configuration			2
412-AAIR	Standard 2U Heatsink			2
332-1286	US Order			2
370-ADNU	2666MT/s RDIMMs			2
370-AAIP	Performance Optimized			2
780-BCDS	Unconfigured RAID			2
405-AANQ	PERC H740P RAID Controller, 8Gb NV Cach	ne, Minicard		2
619-ABVR	No Operating System			2
421-5736	No Media Required			2
379-BCQV	iDRAC Group Manager, Enabled			2
379-BCSG	iDRAC, Legacy Password			2



330-BBGZ	Riser Config 1, 4 x8 slots	2
540-BBUL	Broadcom 57412 2 Port 10Gb SFP+ + 5720 2 Port 1Gb Base- T, rNDC	2
385-BBLQ	IDSDM and Combo Card Reader with 16GB VFlash SD	2
385-BBCF	Redundant SD Cards Enabled	2
385-BBKG	16GB microSDHC/SDXC Card	2
385-BBKG	16GB microSDHC/SDXC Card	2
429-ABBJ	No Internal Optical Drive	2
384-BBQB	4 Standard Fans for R740/740XD	2
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	2
325-BCHU	PowerEdge 2U Standard Bezel	2
350-BBKG	Dell EMC Luggage Tag	2
350-BBJV	No Quick Sync	2
750-AABF	Power Saving Dell Active Power Controller	2
770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	2
631-AACK	No Systems Documentation, No OpenManage DVD Kit	2
813-9119	Dell Hardware Limited Warranty Plus On-Site Service	2
813-9123	ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	2
813-9124	ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	2
813-9132	ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years	2
975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	2
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	2
804-6750	ProDeploy Plus Dell Server R Series 1U/2U - Deployment	2
804-6751	ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	2



812-4005	ProDeploy Plus Training Credits 300 Redeem at www.LearnDell.com Expires 1Yr from Order Date	2
370-ADNF	32GB RDIMM, 2666MT/s, Dual Rank	16
400-ASEG	120GB SSD SATA Boot 6Gbps 512n 2.5in Hot-plug Drive, 1 DWPD, 219 TBW	4
385-BBKT	iDRAC9,Enterprise	2
528-BBSC	OpenManage Essentials, Server Configuration Management	2
540-BBVI	Broadcom 57412 Dual Port 10Gb, SFP+, PCIe Adapter, Low Profile	2
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	4
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	4



Mainline Services -- See SOW (MIS-12211-1-6)

Product CodeProduct NameQtyUnit SalesExtended SalesPRO-INSTALL-Cisco Switch installation and VM Migration (See SOW)1\$49,500ARRAY2

Grand Total \$49,500



Solution Proposal Overview

Quote #	Quote Name	Price
MIS-12211-1-1	Cisco Nexus 2348TQ	\$49,600.60
MIS-12211-1-2	Quote#: 3000018850277.1 XC630 x 2	\$69,047.62
MIS-12211-1-3	Quote#: 3000018819681.1 XC730xd x 16	\$632,380.96
MIS-12211-1-4	Quote#: 3000018849995.1 XC730xd x 4	\$105,238.08
MIS-12211-1-5	Quote: 3000018809891.1 PowerEdge R740 x 2	\$32,675.00
MIS-12211-1-6	Mainline Services (See SOW)	<u>\$49,500.00</u>
		\$938,442.26



Proposal Acceptance and Signature Page

Proposal for

Leon County Board of County Commissioners 10/25/2017

Proposal Number: MIS-12211-1	
PO#:	
Client's signature below indicates acceptance of this offer subject to the Mainline T available at mainline.com/about/terms-conditions-sale , which is incorporated here made a part hereof, except as otherwise agreed to by the parties. Execution of this to place on order, ship, and invoice any equipment, third party products and/or ser proposal. Orders are non-cancellable unless otherwise stated in this proposal . Clien costs; Mainline retains risk of loss and title to equipment until delivery. When applishipping costs in this proposal, as well as on Client invoice. Expedited shipping requincurring additional shipping fees.	ein by this reference and proposal authorizes Mainline vices identified in this nt is responsible for shipping cable, Mainline will state
Price is valid for 30 days and subject to applicable taxes. Payment terms are net 30 the proposal is based upon the applicable manufacturer's current pricing matrix an charges and/or credits. Mainline will advise Client in writing prior to shipment of a manufacturer that would affect this proposal.	d the application of all
For hardware maintenance renewals, the inventory presented in this proposal is be maintenance contract and information provided by Client. Client is responsible for presented is all inclusive of the current installed environment and that applicable supported levels. Only the inventory presented will be covered for hardware mainstated in the proposal.	ensuring that the inventory oftware is updated to current
SKU Services descriptions are available at <u>mainline.com/about/mainline-service-w</u>	ork-orders .
Please return an executed copy of this entire Proposal, including the Proposal Acce via email to Customer.Care@mainline.com . Thank you for your confidence in Main	
Leon County Board of County Commissioners Representative's Authorized Signature/Title	Date
Leon County Board of County Commissioners Representative's Print Name/Title	
Mainline Information Systems Representative's Authorized Signature/Title	Date







EFFECTIVE DATE: November 1, 2017 MASTER LEASE AGREEMENT NO. 583970-36910

LESSOR: DELL FINANCIAL SERVICES L.L.C.

Mailing Address: ONE DELL WAY Round Rock, TX 78682 LESSEE: BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA

Principal Address: 301 S MONROE ST STE 401 TALLAHASSEE, FL 32301 Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

- (a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.
- (b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date

4. RENT; TAXES; PAYMENT OBLIGATION.

- The rental payment amount ("Rent") and the payment period for (a) each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due. Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.
- (b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.
- (c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

Attachment 5

option under the Lease, Lessee will (a) remove Patoprophietally 4data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for nonappropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

- (a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;
- (b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;
- (c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;
- (d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;
- (e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;
- (f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;
- (g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;
- (h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

to diminish during the applicable Lease Term. Plagerbilliots WALL be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

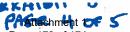
PAAttachment 125 5

- (i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.
- WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.
- (a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.
- (b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.
- (c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.
- (d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

- (a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;
- (b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;
- (c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;
- (d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or
- (e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is



contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

- (a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:
- (i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;
- (ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");
- (iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or
- (iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.
- (b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss canged 150eby by 4the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

- (a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.
- (b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.
- (c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.
- 21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN LEON, FLORIDA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT

TO A TRIAL BY JURY.

22. MISCELLANEOUS.

- (a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.
- (b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.
- (c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.
- (d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.
- (e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.
- (f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.
- (g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.
- (h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".
- (i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.
- (j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

PAttachment 104 5

any hearing, trial or proceeding of any kind with agepte to a Mocument, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.
Board of County Commissioners, Leon County, Florida "Lessee"
BY:
NAME:
TITLE:
DATE:
Dell Financial Services L.L.C. "Lessor"
BY:
NAME:
TITLE:
DATE:



October 25, 2017

Board of County Commissioners Leon County, Florida
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308
Proposal Number: BC-10-02-17-01
Request for Proposals for Compute/Storage Environment Replacement

We are pleased to provide a response for the above referenced RFP for Board of County Commissioners Leon County, Florida.

When many organizations examine their TCO (total cost of ownership) for technology, they discover their habits may be costing them - the burden of maintaining older technology, reporting losses due to "upside-down" asset values, mid-life upgrades and productivity losses from downtime.

Dell Financial Services (DFS) has lease and financing options to help you free up capital, meet your equipment replacement goals and shift costs between capital and expense budgets. Your DFS financial specialist can find the right solution based upon your specific technology and budget needs.

We appreciate this opportunity and look forward to discussing this in further detail. Should you have any questions or need clarifications, please do not hesitate to contact me at (813) 215-8009.

Sincerely,

Michael Cone
Dell Financial Services L.L.C.
Account Executive
Michael.Cone@dell.com



Dell Financial Services Overview

DFS is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. Information technology, its acquisition, management and disposition, is an emerging challenge that requires state of the art tools for successful administration. DFS in its mission to relate directly to the customer and the customer's individual needs is ready, willing and capable of assisting Leon County with the acquisition of information technology.

Over the past twenty years, DFS has originated over \$70 billion in leases, an unprecedented performance in the leasing industry. A direct result of this success is DFS' ability to structure the contractual leasing relationship in a fashion that is mutually satisfactory to the parties. DFS looks forward to meeting with you and establishing a leasing program, tailored around your specific needs.

DFS has grown by contributing to the success of our customers. By accessing Dell's online business model, we're able to offer complete technology acquisition and management solutions, featuring:

Helping your company get the technology it needs and expand acquisition opportunities within current budget allocations — that's our mission at DFS. You'll find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you're on a regular rotation program, unsure of your long-term plans or seeking an affordable method of financing equipment ownership. Founded with Dell customers in mind, DFS delivers a unique focus on the complete customer experience. At DFS we're with you every step of the way — from dedicated sales team introductions to an easy end-of-term process.

Here are just a few ways we are working to make your financing experience easier:

- Dedicated Sales Team. No phone queue to dial in. You have direct access to your DFS sales team members, from your DFS field executive to your end-of-lease coordinator.
- DFS Online Services. Dell customers can access DFS Online Services from their Premier
 portal, allowing virtually anytime access to critical information and an easy way to handle
 routine tasks to make asset management and your end-of-lease process more efficient.



The Lease vs. Own Decision

Conservation of capital

Leasing allows a company to conserve capital for investment in its business rather than in the infrastructure.

Payment flexibility

Provides payment flexibility tailored to specific cash flow or budgetary requirements.

Operational flexibility

Maximize your IT investments by matching your lease term to the useful life of the asset in your organization's environment.

Residual value risk

Help reduce the risk of ownership, liability and cost usually associated with asset disposal and remarketing.

Proper equipment disposal

The requirement to properly dispose of surplus equipment, both for ethical and regulatory reasons, places the responsibility on the legal owner for its proper disposal.

No Escrow

DFS does not utilize escrow accounts for any of their lease options. Leasing with DFS alleviates concerns of sudden non-funding due to changes in the global economy that are out of your control. DFS guarantees payment to your vendors as long as your credit has no substantial changes and all documents have been received by DFS.



Lease Program Overview

DFS' leasing programs offer flexible end-of lease options designed to suit each entity's unique needs. Lease terms are generally from 24 through 48 months and are tailored to match the essential useful life of the leased equipment to the lease term. Lease payments can be billed monthly, quarterly, semi-annually or annual, in advance.

Master Lease Program

For large-scale acquisitions (in excess of \$250,000 in leased equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.

Rotation Programs	Ideal for	Term	Advantages
Dell Flex	Customers on a Technology rotation	Exercise the option to purchase the products at XX% (desktops and notebooks) or XX% (printers and servers) of the equipment's original value	It allows you to migrate to the latest technology prior to the end of the lease term through a simple, streamlined process. It provides your organization with an integrated asset disposal mechanism. This may eliminate property bidding which has an associated cost. It provides you with a hedge against technology obsolescence.
Fair Market Value (FMV)	program	At the end of the lease term, return to upgrade on a new lease or purchase the equipment for its then current Fair Market Value.	Maximizes useful life of equipment. Helps reduce IT costs by ensuring regular equipment upgrades on a new lease. Deferred payment option may apply for qualified customers.
Ownership Programs	Ideal for	Term	Advantages
	Customers planning to keep their		
Tax Exempt Lease Purchase (TELP)	planning to	Purchase leased equipment at end of the lease term for \$1.	The TELP is only available to states and their political subdivisions (most public K-12 and Higher Education institutions generally qualify). Equipment may qualify for standard depreciation schedule (consult your tax advisor) Deferred payment option may apply for qualified customers.



Online Tools

At DFS, we know that acquiring Dell equipment is just one element of your extensive asset management program. So we have created DFS Online Services, the web-based asset management system that places access to information regarding your leased assets right at your fingertips.

With DFS Online Services, qualified customers will be able to search for contract and asset data, request location and cost center changes, accept lease schedules online and much more. Just access DFS Online Services through your Dell Premier site and you will be on your way to achieving greater control over your Dell leased assets program.

Review and Manage Your Contracts. We've given you one place to view your assets. You can search by contracts, contract number, commencement date or termination date. If you need more information, you can sort by a variety of fields, from equipment cost to payment amount to payment schedules. Most importantly, all information is available for download in either CSV or XML formats for easy import into your current asset management program.

Streamline End-of-Lease Tasks. No more phone calls when it comes to end-of-lease requests.2 Packing slips, buyout quotes, early termination quotes and renewal/extension quotes can now be obtained online. Your request will be reviewed by our service representatives and posted on the Requested End-of-Lease Documents page.

Immediately Access Your Documents. Eliminate the paper chase. With DFS Online Services, the documents associated with your lease agreements are now online. Think of it as an online filing system. Through our Online Schedule Acceptance feature, you can access your lease schedules. Reviewing and accepting lease schedules has never been easier.

Generate Custom Reports. Perhaps the most important feature of DFS Online Services is your ability to create various reports and download them for later review and use.

- Active Asset Report an overview of your assets by contract number or by date
- Disposed Asset Report contract level detail on assets received by DFS and removed from our billing cycle
- Received Asset Report confirm assets returned at the end of the lease
- Custom Report build your own report from the wide range of lease asset fields

Reports are available for download and will be accessible for a period of seven days. You can check the status of your online requests easily by referring to the dashboard on the home page.

For your convenience, we have an online DFSOS tutorial:

http://dfsos.us.dell.com/dfsosdemo/tutorial/setup_html.htm

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End of Lease

DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. This is why DFS has incorporated direct customer feedback into our end-of-lease approach to deliver the best customer experience possible. Our relationship with Dell aligns our approach to technology refresh with your interest in taking advantage of the technological and financial benefits of replacing equipment on a timely basis. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Following are some of the valuable benefits to our end-of-lease program.

No Lengthy Automatic Renewal Periods - Automatic lease renewals of 6 and 12 months can put a kink in the total cost of ownership savings you hoped to gain from leasing. Under our MLA, the automatic renewal period is simply month-to-month at the end-of-term until you are ready to make your decision to refresh, renew or purchase your existing leased assets.

End-of-Lease Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

DFSOS - DFSOS helps reduce the time and costs associated with the lease process and it is user-friendly. This web-enabled tool will help you generate leased asset reports and end-of-lease requests. As a special feature, Dell customers can access DFSOS from their Premier portal, allowing anytime access to critical information and an easy way to handle routine tasks to make asset management and your end-of-lease process more efficient.



Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing. The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS (the Lessor) and Board of County Commissioners Leon County, Florida (the Lessee). Therefore, the terms and conditions of a mutually beneficial and duly executed DFS Lease Agreement shall take precedence over any other terms and conditions.



Lease Quote

Definitions

Lessor:

Dell Financial Services L.L.C. and/or its successors and assigns

Lessee:

Board of County Commissioners Leon County, Florida

Lease Structure: DFS has provided a lease quote for a 60 month Lease Purchase Lease, quoted with annual payment options, in advance. Please see the following lease quote for

details on pricing and end of lease options.

Pricing Table

					Term Option	60 TELP
					Payments:	Annual
					Consolidation:	Monthly
					Payments Due:	Advance
					Interim Rent:	None
Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
N/A	Dell XC, Cisco Switches, Mainline Services	\$ 938,442.26	1	\$ 938,442.26	0.21566	\$202,384.46
	TOTALS			\$938,442.26		\$202,384.4

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- Lease rates are quoted by Dell Financial Services, L.L.C. and are valid in the U.S. only.
- DFS has provided a blended lease factor for the equipment and some warranties and installation. Non-hardware items such as shipping costs, property or sales/use taxes, and nontied peripheral items may be assigned a soft cost lease rate factor.
- Lease rates are also based upon the configuration and specification of the supplied equipment specified in the RFP, and DFS reserves the right to revise pricing in the event of any change in the configuration or equipment specification or reduction in asset values as determined by DFS.
- Lease rates are quoted assuming annual payments in advance without Pro Rata rent based on a 30-day month from the acceptance date to the commencement date.
- Lease rates assume monthly consolidation1 of invoices with one schedule per month.
- The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever.

End of Lease Options

Tax-Exempt Lease Purchase (\$1 BUYOUT LEASE OPTION) Option available to lessee upon completion of the base lease term is as follows:

Exercise the option to purchase the products for \$1.00.

¹Commencement date is normally defined as the first or 15th day of the month following a designated consolidation period. The consolidation period is normally defined as a 30-day period. However, as business requirements of the company are determined, consolidation periods and commencement dates can be negotiated in the Master Lease Agreement.

Acceptance Date (as defined in the DFS Master Lease Agreement): Unless Lessor receives written notification of any defects in the Products, Lessor shall conclusively deem the Products accepted by Lessee on the earlier of (a) the date Lessor receives a Certificate of Acceptance from Lessee or (b) the fifth business day following the delivery date (either (a) or (b) above being the "Acceptance Date"); provided, however, that Lessee's acceptance pursuant to clause (a) or (b) is subject to any right of return provided by Seller.

^{*} Pro rata Rent/Interest is calculated from the acceptance date, as defined in the Master Lease Agreement, until the commencement date of the lease, and is based upon a prorated amount of the Rent.



Other Terms and Conditions

Taxes: If Leon County provides the appropriate tax exemption certificates

to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under the Fair

Market Value or 10% Purchase Option Lease structures, Leon County must reimburse DFS for that tax expense in connection

with the Leon County's lease.

Purchase order: The Purchase Order will be made out to Dell Financial Services,

1 Dell Way Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO

destination.

Insurance: The risk of loss on the Equipment is borne solely by the Lessee.

Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first

loss pavee; and, (iii) workmen's compensation insurance.

Appropriation

covenant: Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may

be paid and Lessee will not give priority or parity in the application

The Lease shall contain an appropriation of funds clause. The

of funds to any functionally similar equipment.

Documentation: Duly executed Agreement and other appropriate documents,

including, opinions of counsel, UCC financing statements, audited

financials and such other documentation as is reasonably

requested by Lessor.

Proposal validity/approvals:

This is a proposal based upon market conditions and is valid for

90 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually

acceptable documentation.

LEON COUNTY PURCHASING DIVISION BID TABULATION SHEET

BC-10-06-18-01

Bid Title: Compute/Storage Environment Replacement		Opening Date: Friday	Opening Date: Friday, October 6, 2017 at 10:00 AM		
Item/Vendor	CDWG	Mainline Information	Blue Ally		
Manual Signature	Yes	ves	ves		
Addendums	Ves	lyes	yes		
Exel Check List	. Yes	'yes	yes		
Insurance	yes	yes	Ves		
Certificate Debarment	VES	1/es	yes		
Affidavit of Immigration	yes	<i>yes</i>	N/S		
Tie Bid	/	/	/		
Drug Free Work Place	yes	yes			
Cost Proposal	yes .	Yes	yes		
No Bid:					
Γabulated By:		Joanne Je	nninge		

LEON COUNTY PURCHASING DIVISION BID TABULATION SHEET

BC-10-06-18-01

Bid Title: Compute/Storage Environment Replacement		Opening Date: Friday, October 6, 2017 at 10:00 AM		
item/Vendor	Corus 360			
Manual Signature	ves			
Addendums	'yes			
Exel Check List	'yes			
Insurance	ves			
Certificate Debarment	<i>yes</i>			
Affidavit of Immigration	ves			
Tie Bid	/			
Drug Free Work Place	yes			
Cost Proposal	yes			
No Bid:				
abulated By:		Joanne Jenninge		

Minutes

RFP: BC-10-02-17-01

Compute/Storage Environment Replacement

10/27/17

Attendees: Committee members: Michelle Taylor, Pat Curtis, Alan Russell. (No other attendees).

The committee meeting started at 3:15pm.

- The committee members discussed the two vendor's responses that were selected for an interview.
- At 3:45 PM, interview points were collected from each member for the interviews.
- Key points were considered:
 - o Licensing 2 pts max
 - o Project Management 2 pts max
 - Scalability 2 pts max
 - Support/Upgrades 2 pts max
 - Modified Solution 2 pts max

For a total of 10 interview points total max.

The meeting concluded at 3:50 PM. Final points are shown below:

Features
Approach-
Implementation
Approach-Support
Qualifications
References
Cost

CDW-G

Local Preference Interview

Max	PC	AR	MT	Total
15	10.5	10.5	10.5	31.5
12	11	10	11	32
13	11.5	10	11.5	33
15	15	15	15	45
10	10	10	10	30
20	9.6	9.6	9.6	28.74
5	3	3	3	9
10	3	2	2	7
100	73.58	70.08	72.58	216.24

72.08

Mainline

Interview

Features
ApproachImplementation
Approach-Support
Qualifications
References
Cost
Local Preference

Max	PC	AR	MT	Total
15	12	14	11.5	37.5
12	8	8	8	24
13	10	10	10	30
15	5	5	14	24
10	5	10	5	20
20	17.43	17.43	17.43	52.29
5	5	5	5	15
10	10	10	10	30
100	72.43	79.43	80.93	232.79

77.60

Blue Ally/Datrium

Features
ApproachImplementation
Approach-Support
Qualifications
References
Cost
Local Preference
Interview

Max	PC	AR	MT	Total
15	13.5	12	12.5	38
12	10	9	10	29
13	12	11	12.5	35.5
15	10	10	10	30
10	5	5	5	15
20	12.8	12.8	12.8	38.49
5	0	0	0	0
10	n/a	n/a	n/a	0
100	63.33	59.83	62.83	185.99

62.00

Corus

Features
ApproachImplementation
Approach-Support
Qualifications
References
Cost
Local Preference
Interview

Max	PC	AR	MT	Total
15	1	1	1	3
12	8	8	8	24
13	7	7	7	21
15	15	15	15	45
10	5	5	5	15
20	15	15	15	45
5	0	0	0	0
10	n/a	n/a	n/a	0
100	51	51	51	153

51.00

Leon County Board of County Commissioners

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W.A. Thiele, County Attorney

Title: Comprehensive Plan Amendment to Clarify Voting Procedures

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney		
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE)		
Lead Staff/ Project Team:	Cherie Bryant, Planning Director Artie White, Principal Planner Jessica Icerman, Assistant County Attorney		

Statement of Issue:

This agenda item seeks the Board's approval to initiate a Comprehensive Plan Amendment to clarify the voting procedures for voting on amendments to the Tallahassee-Leon County 2030 Comprehensive Plan.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option # 1: Direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1 (Attachment #1).

Title: Comprehensive Plan Amendment to Clarify Voting Procedures

November 14, 2017

Page 2

Report and Discussion

Background:

During the Board's February 7, 2017 meeting, several Commissioners requested clarification on the voting procedures for amendments to the Comprehensive Plan. The County Attorney opined that, as to map amendments concerning property located entirely within the City limits, only City Commission votes were necessary for adoption. The County Commission vote as to property located entirely within the City limits was deemed to be ceremonial. Therefore, during the 2017 Comprehensive Plan Amendment Cycle the Board refrained from voting on certain amendments concerning property located entirely within the City.

Historically, the City and County have held joint meetings to discuss proposed amendments. There has been a difference of opinion between City and County officials concerning the effect of votes of the City and County Commission regarding certain Comprehensive Plan amendments. Where an amendment solely affects property within unincorporated Leon County, the County Attorney has deemed only the vote of the County Commission as necessary and, where an amendment solely affects property within the City limits, only the vote of the City Commission is necessary. In contrast to the County Attorney's position, the City Attorney asserted that both Commissions were required to vote on Comprehensive Plan amendments.

County and City staff have reviewed the historic voting procedures and determined that an amendment to the Comprehensive Plan is necessary to clarify and provide certainty to the Comprehensive Plan amendment procedures. Should the Board wish resolve this matter by clarifying the amendment procedures in the Comprehensive Plan, this item describes the process to modify the Comprehensive Plan and provides a draft text amendment for the Board's consideration.

The application window for the 2018 Comprehensive Plan Amendment Cycle ran from April 2017 through September 2017. Since this application would be outside of the application window, Board approval of the request to initiate the amendment is required. Should the Board direct staff to initiate the proposed text amendment, the amendment may be incorporated into the 2018 Cycle.

Analysis:

County and City staff jointly drafted a proposed text amendment to the Comprehensive Plan to amend Objective 1.8 and Policy 1.8.1 of the Intergovernmental Coordination Element (Attachment #1).

If adopted, the proposed text amendment would amend Objective 1.8 [I] to read:

Provide a comprehensive plan amendment procedure consistent with state statute.

Additionally, if adopted, the proposed text amendment would amend Policy 1.8.1 [I] to read:

Title: Comprehensive Plan Amendment to Clarify Voting Procedures

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Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- (1) An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

In effect, the proposed text amendment clarifies that all amendments to the Comprehensive Plan must be approved by both the County and City except for map amendments affecting land located solely within the County or City and existing text provisions that are applicable only to the County or City, for which approval is solely required by the respective entity.

The proposed amendment would also eliminate the two cycles per year limitation, thereby allowing the Board and City Commission to dictate the number of amendment cycles to adjust for community needs. This change was requested by the City in response to a few requests over the past several years to initiate amendments outside of the single annual cycle. If adopted, it would allow either the Board or the City Commission to initiate an amendment to the Comprehensive Plan at any point during the year in cases where the applicant demonstrates time sensitivity. Out of cycle amendments have occurred in the past by scheduling the required public hearings to coincide with regular Board or City Commission meetings. This change is not intended to encourage amendments throughout the year, as significant staff time and advertising savings are recognized through the annual process. The annual process also allows for a longer period of public outreach and involvement. Rather, this change is intended to give the Board and City Commission flexibility to initiate changes in response to unexpected situations. If the Board supports this change, staff will bring back an item with recommendations for processing future amendments outside of the cycle prior to the formal adoption of this proposed amendment to the Comprehensive Plan. The analysis will include a review of the fee schedule in order to accommodate additional advertising costs for amendments taken out of cycle.

The City Commission may also consider submitting an application to amend the Comprehensive Plan in the same manner as proposed herein, however, City action is not required for the County to submit the application for the proposed amendment.

This agenda item would not adopt the proposed amendment. Approval of staff's recommendation would simply direct staff to incorporate this text amendment into the 2018 Comprehensive Plan Amendment Cycle. The proposed amendment would come back before the County and City for approval.

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Options:

- 1. Direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1 (Attachment #1).
- 2. Do not direct staff to submit an application to amend the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.8 and Policy 1.8.1.
- 3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Proposed Comprehensive Plan Amendment to Objective 1.8 [I] and Policy 1.8.1 [I].

Proposed Amendment to Objective 1.8 [I] and Policy 1.8.1 [I]

COMPREHENSIVE PLAN AMENDMENT PROCESS

Objective 1.8: [I]

Develop Provide a joint comprehensive plan amendment procedure that is consistent with state statute.

Policy 1.8.1: [I]

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

Amendments to the Joint Comprehensive Plan shall be effective only upon approval by both the Tallahassee City Commission and the Leon County Board of County Commissioners except as set forth below:

- (1) An amendment to the Future Land Use Map which concerns property located entirely within the Tallahassee city limits, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to the City of Tallahassee, shall be effective upon approval solely by the Tallahassee City Commission.
- (2) An amendment to the Future Land Use Map which concerns property located entirely within unincorporated Leon County, or an amendment to an existing provision of the Comprehensive Plan which is designated as specific to Leon County, shall be effective upon approval solely by the Leon County Board of County Commissioners.

Leon County Board of County Commissioners

Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Initiation of Text Amendment to the Rural Land Use Category in the

Comprehensive Plan

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cherie Bryant, Director, Tallahassee-Leon County Planning Artie White, Principal Planner, Comprehensive Planning and Urban Design

Statement of Issue:

This agenda item presents a privately initiated text amendment to the Tallahassee-Leon County Comprehensive Plan intended to allow wood chipping and natural resource reclamation sites in the Rural/Agriculture land use category as a conditional use. The proposed language is assumed to be for the applicant's (Jimmie Crowder Excavating and Land Clearing, Inc.) property located on Tower Road. The current materials processing activities are not, and have never been, permitted on the subject site and are not associated with the permitted sand mining operation.

The proposed activity is in conflict with the intent of the Rural zoning district and allowable uses for the Rural Future Land Use Category. Further, the proposed text amendment includes a level of detail and specificity that results in site-specific criteria and allowable uses which contradicts the intent of the Comprehensive Plan. Therefore, staff does not recommend initiating a comprehensive plan amendment for the proposed text amendment application for the 2018 Comprehensive Plan Amendment Cycle.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Do not initiate a comprehensive plan amendment for the proposed text

amendment application for the 2018 Comprehensive Plan Amendment Cycle.

Report and Discussion

Background:

The application window for the 2018 Comprehensive Plan Amendment Cycle ran from April 2017 through September 2017. During this time, the Tallahassee-Leon County Planning Department received an application (Attachment #1) from Jimmie Crowder Excavating and Land Clearing, Inc. for a privately initiated text amendment to the Rural/Agriculture land use category (Policy 2.2.1:[L]) in the Land Use Element of the Comprehensive Plan.

Application procedures for Comprehensive Plan amendments state:

Text Amendments submitted by entities other than a department of Leon County or City of Tallahassee government or the Planning Commission must be reviewed by the City or County Commission and receive a supporting vote from either two City Commissioners or three County Commissioners in order to be processed as a proposed amendment.

Analysis:

In 1987, Leon County approved a permit for a sand mining operation at Jimmy Crowder Excavating and Land Clearing, Inc.'s Tower Road site (subject site). It was customary at that time to reclaim (fill) mining areas with construction and demolition (C&D) material and the subject site had an existing Department of Environmental Regulation (DER) permit for C&D disposal which expired on April 2, 1995.

On January 9, 2001, Leon County re-permitted the site as a sand mine (borrow pit) with potential reclamation of the site by filling with C&D materials. On December 17, 2003, DSEM received a letter (Attachment #2) from William Rollins, Jim Stidham & Associates, Inc., requesting a permit extension for the subject site. In that letter, Mr. William Rollins stated: "This facility is currently acting as a borrow pit where no C&D debris is being placed." This extension was approved. The current Leon County sand mining permit for the site will expire February 18, 2018. The subject site is no longer a permitted C&D facility through the State of Florida's Department of Environmental Protection (successor agency to the DER).

DSEM began receiving noise complaints from a residential subdivision adjacent to the subject site in April 2017. Upon investigation, it was determined that materials processing activities were occurring on the site. More specifically, a significant amount of land clearing debris (trees and related material) had been deposited on the site and was being shredded using a large wood chipper. Staff contacted the property owner regarding the site's current operations and existing permits. Several meetings, including one on-site, were held with the owner and their engineer throughout the month of May.

At these meetings, the property owner and engineer indicated that the shredded material was being loaded in trucks and transported to bio-mass energy facilities in Georgia. At that time, staff informed the property owner that the current materials processing activity was not permitted under the existing mining permit nor was it allowed within the Rural zoning district. To

Title: Initiation of Text Amendment to the Rural Land Use Category in the Comprehensive Plan November 14, 2017

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accommodate the property owner and mitigate the disruption of the business, staff agreed to allow the existing materials already on the site to be processed. Following the final meeting on May 30th, the site ceased operation. A sign was placed at the main gate directing traffic to Crowder's permitted C&D facilities on Aenon Church Rd. and Tram Rd.

The current materials processing activities are not, and have never been, permitted on the subject site and are not associated with the reclamation of the site's sand mining operation. In addition, these activities are not, and never have been, permitted under the Rural Future Land Use Map (FLUM) designation or Rural zoning district. The Rural land use designation and Rural zoning district have historically allowed sand mining and reclamation of mines as a special exception use and continue to do so today.

The proposed activity is in conflict with the district intent and allowable uses for the Rural Future Land Use Category and implementing zoning district. Due to adverse off-site impacts, including air and noise pollution, the materials processing activity proposed by the applicant is only allowed under the Industrial FLUM designation and related Industrial zoning district.

The proposed text amendment submitted by Jimmie Crowder Excavating and Land Clearing, Inc. is intended to allow wood chipping and natural resource reclamation sites in the Rural/Agriculture land use category as a conditional use. For materials processing to be allowed at subject site, the privately initiated amendment proposes that the use must meet the following conditions:

- Said use is located only on property previously used as a sand mine/C&D [construction and demolition debris] landfill.
- Said use is located in the northwest quadrant of the County, in an area bounded by Gadsden County on at least one side, and bordered by the Urban Service Area (USA) on one side.
- Said use is located on a parcel no less than 50 acres in size and has historically been a permitted sand mine for at least 20 years with an operating permit through the local government.
- Said uses shall obtain an operating permit from the County which limits the hours of grinding operations from 9am to 4pm, requires adequate aesthetic buffering, and shall not create audible noise off premises which exceed 70 dB [decibels].

According to Chapter 163.3177, Florida Statutes, "the comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements." The statute also states, "The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations." The proposed text amendment to the rural land use category includes a level of detail and specificity that goes beyond providing meaningful guidelines, but instead results in site-specific criteria and allowable uses.

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A cursory GIS (geographic information systems) analysis of the criteria indicates that only six parcels meet the locational criteria included in the proposed text amendment. Of the six parcels, none appear to meet the previous use and permit criteria. Therefore, the preliminary analysis of the proposed text indicates that it would likely not apply to any property in Leon County. The intent of the proposed language is assumed to be for the applicant's property located on Tower Road; however, the applicant's property does not seem to meet the locational criteria included in the proposed amendment of being bound by Gadsden County on one side and the Urban Service Area on the other side of the parcel.

Additionally, the proposed text amendment would allow noise impacts offsite up to 70 decibels. A residential neighborhood is adjacent to the applicant's property. If the proposed amendment is approved and applied to the applicant's property, residents of the neighborhood would continue to be exposed to sound impacts up to 70 decibels from the adjacent site between 9:00 am to 4:00 pm. Therefore, staff does not recommend initiating a comprehensive plan amendment for the proposed text amendment application for the 2018 Comprehensive Plan Amendment Cycle.

In accordance with the application procedures, the support of at least three Commissioners can direct staff to initiate a comprehensive plan amendment for the proposed text amendment. As a result, the proposed amendment would be incorporated into the amendment cycle and would go through the public process along with other proposed amendments and would come back to the Board for final adoption in a Public Hearing.

Options:

- 1. Do not initiate a comprehensive plan amendment for the proposed text amendment application for the 2018 Comprehensive Plan Amendment Cycle.
- 2. Accept the proposed text amendment application and direct staff to initiate a comprehensive plan amendment for the 2018 Comprehensive Plan Amendment Cycle (Supporting votes from at least three Commissioners are needed to initiate the proposed amendment).
- 3. Board direction.

Recommendation:

Option #1.

Attachments:

- 1. Application from Jimmie Crowder Excavating and Land Clearing, Inc. for a privately initiated text amendment to the Rural/Agriculture land use category.
- 2. December 17, 2003, from William Rollins, Jim Stidham & Associates, Inc., requesting a permit extension for the subject site.



Application for Amending the Text of the Comprehensive Plan



Including changes to maps other than the Future Land Use Map

Text Amendments submitted by entities other than a department of Leon County or City of Tallahassee government or the Planning Commission must be reviewed by the City or County Commission and receive a supporting vote from either two City Commissioners or three County Commissioners in order to be processed as a proposed amendment.

Please contact the Planning Department prior to the pre-application deadline of September 13, 2017 to discuss this process.		
Applicant Name: Jimmie Crowder Excavating and Land Clearing, Inc.	台	10
Address: 901 Geddie Rd., Tallahassee, FL 32301	2	CENT
	T :>	
Telephone: 850-576-7176	0.2	
E-mail Address:	. ~	
Goals, Objectives, Policy Numbers or figures to be amended:		
REQUIRED ATTACHMENTS		
Attachment 1: A strikethrough/underline version of any requested text changes.		
Attachment 2: Amended version of any requested changes to maps or figures.		
Attachment 3: Statement of the problem that is to be addressed by the requested amendment and anticipated positive effects of the request on the community.		
APPLICATION FEES		
City of Tallahassee: \$500 Leon County (Unincorporated Areas): \$500		
APPLICATION DEADLINE: Friday, September 30, 2016 at 5:00 PM (EST)		
Received by the Tallahassee-Leon County Planning Department on the 13th day of September, 2017 The M. Holgan Staff Signature Signature of Applicant		
Crowder Exc	avert	ing and
Land Clean	ha .	Tne

Statement of Problem Addressed by the Requested Amendment:

The current parcel (25-36-20-403-0000) is located within a Rural zoning designation and has been operating under a Leon County Environmental Management Permit (87-2048 and then LEM 00-0129) since June 10th, 1992. This permit was recently extended through February 18th, 2018. Due to the recent comprehensive plan amendments to the Rural zoning designation, this facility can no longer operate as it has over the past 20 years and will be forced to cease operations. It is the intent of this request for text amendment to the Comprehensive Plan to create an approved use for this and like facilities to continue operation with certain requirements that must be met. The proposed facility must meet the conditions set forth in the proposed text amendment as well obtain an operating permit from the local governing body. This operating permit will set forth buffering requirements, operating time limitations, as well as maximum sound limits at the property limits. In addition, this facility's geographic location within Leon County is situated in such a way that it allows for storage/disposal of storm debris after cleanup from major storm events.

Policy 2.2.1: [L]

RURAL/AGRICULTURE (REV. Eff. 8/17/92; REV. Eff. 7/26/06; REV. Eff. 12/24/10; REV. Eff. 7/6/15)

INTENT

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations.

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area.

To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

ALLOWABLE USES, DENSITIES, AND INTENSITIES

1) Residential

The Rural category shall allow for single family residential uses at a maximum density of one (1) dwelling

unit per ten (10) gross acres.

2) Non-residential

Agriculture, silviculture, and other natural resource based activities shall comprise the primary non-residential uses within the Rural category.

Consistent with Florida's Right to Farm Act, bona-fide agricultural uses, on land classified as agricultural land by the Leon County Property Appraiser, shall not be subject to a non-residential intensity limitation.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

Wood chipping and natural resources reclamation sites shall be an allowable, conditional use, provided that:

- a) Said use is located only on property previously used as a sand mine/C&D landfill; and
- b) Said use is located in the northwest quadrant of the County, in an area bounded by Gadsden County on at least one side, and bordered by the Urban Service Area (USA) on one side; and
- Said use is located on a parcel no less than 50 acres in size and has historically been a permitted sand mine for at least

- 20 years with an operating permit through the local government; and
- d) Said uses shall obtain an operating permit from the County which limits the hours of grinding operations from 9 am to 4 pm, requires adequate aesthetic buffering, and shall not create audible noise off premises which exceed 70 dB.

3) Community and Recreational Facilities

Community services, light infrastructure, and recreational uses may be permitted provided they are compatible with the natural and rural surroundings. Facilities associated with

these uses may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre.

Active recreational uses not functionally related to or supportive of agriculture, silviculture, natural resource based, or ecotourism activities, including, but not limited to golf courses, drag strips, and racetracks for motorized vehicles, are prohibited.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

SPECIAL CONDITIONS

The following special conditions shall apply to the Rural future land use category:

 Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses. Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.

- 2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.
- 3. Non-residential development shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural residential development from offsite impacts of non-residential development. Design standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.
- 4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

Policy 2.2.2: [L]

URBAN FRINGE* (Rev. Eff. 8/17/92; Rev. Eff. 7/26/06; Rev. Eff. 4/10/09; Rev. Eff. 12/24/10; Rev. Eff. 12/15/11)

The Urban Fringe category is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area, and in recognition of the significant area already mapped as Urban Fringe, no additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community. Conversions to the Woodville Rural Community designation shall be consistent with the Transfer of Development Units provision in Policy 4.2.5: [C].

Conventional subdivision of land in the Urban Fringe may be permitted at a density of up to one unit per three acres. To promote a mix of residential areas and perpetually protected open space and agricultural lands, Conservation Subdivision

I. Land Use

developments are allowed and encouraged. Conservation Subdivision design in Urban Fringe may be permitted at a density of up to one unit per three gross acres with units clustered on no more than 50% of the site. Conservation Subdivisions must also permanently set aside at least 50% of the total site as open space and restrict development to the least environmentally sensitive and otherwise significant portions of the land.



JIM STIDHAM & ASSOCIATES, INC.

Mail: P.O. Box 3547, Tallahassee, FL 32315-3547

December 17, 2003

Leon County Board of County Commissioners
Director of Environmental Management
Department of Growth and Environmental Management
3401 West Tharpe Street
Tallahassee, Florida 32303



Attn: Environmental Review Officer

RE: Extension of Environmental Permit

Jimmie Crowder Excavating and Land Clearing, Inc.,

Tower Road Borrow Pit

Dear Sir:

The Tower Road C&D Disposal Facility is currently permitted with Environmental Management Permit LEM #00-129, which expires on January 9, 2004. On behalf of Jimmie Crowder Excavating and Land Clearing, Inc., I am requesting an extension of this permit for the maximum allotted period of 36 months.

The Tower Road C&D Disposal Facility is located on Tower Road off of Capital Circle Road in Tallahassee, Florida (see attached site location map). This facility is currently acting as a borrow pit where no C&D debris is being placed. The relevant details of this permit are that until project completion all stormwater will be retained on site. The present estimate is that the life of this site may be as much as 30 years before final excavation and restoration is complete.

Please feel free to contact me with any questions or need for further information for the Tower Road C&D Disposal Facility.

Sincerely,

Jim Stidham & Associates, Inc.

William G. Rollins, P.G

Principal

Leon County Board of County Commissioners

Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider an Administrative Amendment to

the Southwood Development of Regional Impact Development Order

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Mgt. Planner, Development Services

Statement of Issue:

This agenda item seeks approval of a proposed Administrative Amendment to the Southwood Development of Regional Impact Development Order to allow for assisted living facilities in the development consistent with the traffic mitigation previously provided by the developer for Phase 2A. This amendment requires approval of both the City and County Commissions due to the project having an integrated Development Order.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and approve a proposed Administrative

Amendment to the Southwood Development of Regional Impact Development

Order (Attachment #1).

Title: First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order

November 14, 2017

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Report and Discussion

Background:

Southwood is a 3,222 acre mixed-use development located in the southeast area of the City of Tallahassee and Leon County. Due to the size and scope of the Southwood development, it is a Development of Regional Impact (DRI), pursuant to Florida Statutes Chapter 380. The DRI Development Order (DO) for Southwood was adopted by the City and County in 1999. The DO defines the plan of development of the Southwood DRI and requires the developer to fund a number of infrastructure improvements. The entire site is zoned Planned Unit Development (PUD), which implements the entitlements of the DRI and establishes the standards for development of each component of the DRI.

In 2011, Chapter 380.06, Florida Statutes, was amended to allow administrative amendments to approved DRIs. As defined by Florida Statutes, administrative amendments are minor in nature and therefore do not impact a proposed development's previously reviewed and mitigated offsite impacts. Prior to 2011 any proposed change to an approved DRI required an exhaustive and time consuming process which included review by the Regional Planning Council and multiple state agencies, as well as, the local government(s) with regulatory approval for the DRI. Because the Southwood DRI has an integrated DO, the proposed administrative amendment will require approval by both the County Commission and the Tallahassee City Commission.

Analysis:

Presently, the developer of the Southwood DRI is pursuing an administrative amendment to the Southwood DO (Attachment #1). The following changes are proposed to the Southwood DO:

- Amend the phasing program to allow for Phase 2A entitlements to be used within the various pods identified in Phase 2B within Exhibit B-2.
- Amend the conversion allowance within the DO to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.

Phase 2A allows for up to 2,945 dwelling units, up to 1,323,000 gross square feet of non-residential building area, and up to 170 hotel rooms. The majority of this square footage is split equally between commercial and industrial uses, while the remaining is set aside for educational facilities and office uses. The St. Joe Company has previously mitigated impacts for the Phase 2A development program; no additional concurrency mitigation is required for that component of the project. The developer has already developed the majority of the acreage designated within Phase 2A but has some entitlements remaining. Therefore, St. Joe is requesting a revision to the phasing program to allow them to utilize the remaining Phase 2A entitlements on pods that are identified in the Phase 2B program of the DRI. Since these remaining entitlements have already been accounted for, no additional mitigation would be required.

Title: First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order

November 14, 2017

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The Southwood PUD will not be amended as part of this request. The PUD will continue to determine allowable land uses and development standards for each of the pods impacted by the proposed amendment. The amendment also seeks to revise the timing schedule for development of the referenced pods. The pods included in the amendment are identified in Attachment #2. One pod (Pod MUEI-1 "Conley Elementary School") is already built out and will not be impacted by the proposed amendment. Two other pods (Pods TC-1 and TC-2 "Town Center") contain significant existing development and will not be impacted by the proposed amendment.

Phase 2B contains entitlements for approximately 3,785,000 gross square feet of non-residential building area, with a majority of the square footage allocated to industrial uses and the remaining associated with office and commercial uses. However, should the St. Joe Company proceed with the development of entitlements associated with Phase 2B, then an updated master transportation analysis shall be required in order to address concurrency for these future land uses.

Land use conversion allowances are frequently utilized within DRIs, to allow for greater flexibility. Allowable land uses identified within a DRI can evolve, and new uses emerge as a result of market trends or technological advances. Technological advancements and new uses can also affect transportation impact analysis. The existing conversion factors do not currently address assisted living and continuing care facilities. The proposed amendment would allow updated land use conversion factors for calculating trips for assisted living and continuing care facilities. As noted previously, a detailed master transportation analysis prior to the commencement of Phase 2B entitlements will still be required in the DO. In addition, the Apalachee Regional Planning Council encourages St. Joe to consider new mobility opportunities, such as more transit stops and bicycle sharing, which could provide increased access across residential and commercial/office uses (Attachment #3). These mobility suggestions could be implemented during the site plan review process for various components of the DRI.

Neither of the proposed changes will increase external trips beyond what has been mitigated as the result of the previously approved Substantial Deviation, nor would they reduce the open space requirement. As stated previously, the proposed amendment does not change the land use designations of the DRI, nor will it affect the PUD. As a result, the proposed modification can be completed as an administrative process per Section 380.06(19)(e)2.k, Florida Statutes. This section of State law stipulates that changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the DRI can be reviewed as administrative amendments. Neither this section of State law nor the Leon County Land Development Code specifically requires the County to conduct a public hearing to consider such an amendment; however, the City's Land Development Code does require a public hearing for the requested amendment. As the result of an integrated Development Order and to ensure a coordinated and consistent review of the proposed amendment, staff has brought this item for public hearing as well.

The Southwood Administrative Amendment has been reviewed by the Planning Department and was found consistent with the Comprehensive Plan (Attachment #4). The proposed amendment was presented to the Planning Commission on August 2, 2017 at a regularly scheduled Public

Title: First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order

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Hearing. The Planning Commission determined that the amendment was consistent with the Comprehensive Plan and recommended approval as presented. The City Commission passed the administrative amendment unanimously at their Public Hearing for this item for October 25, 2017. The Florida Department of Economic Opportunity (DEO) determined that the minor amendment does not create the likelihood of any additional regional impacts as enumerated in Chapter 380.06(19)(e)2.a-l, Florida Statutes (Attachment #5).

The notice of Public Hearing was timely published (Attachment #6).

Options:

- 1. Conduct the first and only Public Hearing and approve a proposed administrative amendment to the Southwood Development of Regional Impact Development Order (Attachment #1).
- 2. Conduct the first and only Public Hearing and do not approve an administrative amendment to the Southwood Development of Regional Impact Development Order.
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Letter from Mr. Abraham Prado and Proposed Administrative Amendment
- 2. Map showing pods of DRI affected by proposed amendment
- 3. Letter from the Apalachee Regional Planning Council
- 4. Tallahassee-Leon County Planning Department Memorandum
- 5. Letter from the Florida Department of Economic Opportunity
- 6. Newspaper Advertisement in the Tallahassee Democrat



August 7, 2017

Mr. Ryan Guffey, AICP, CTP
Concurrency Management Planner
Development Services Division
Department of Development Support and Environmental Management
Renaissance Center, 2nd Floor
435 North Macomb Street
Tallahassee, Florida 32301-1019

Re: Southwood Development of Regional Impact (DRI), Leon County, Florida

Dear Mr. Guffey:

On behalf of The St. Joe Company, we kindly request that the submitted Administrative Amendment to the Southwood DRI be placed on the agenda for consideration by the Board of County Commissioner. If you have any questions or need additional information please let us know. I can be reached at 850-402-5148.

Respectfully,

Abraham A Prado

Director Development - The St. Joe Company

SOUTHWOOD DRI

ADMINISTRATIVE AMENDMENT JUNE 2017

Submitted by

The St. Joe Company 3251 Hemingway Blvd Tallahassee, Florida 32311

June 2017



June 15, 2017

Mr. Keith Burnsed City of Tallahassee Growth Management 435 North Macomb Street Tallahassee, Florida, 32301

Re: Southwood Development of Regional Impact (DRI), Leon County, Florida

Dear Mr. Burnsed:

On behalf of The St. Joe Company, please find attached an application for a proposed amendment to the Southwood DRI. This application is being submitted to you pursuant to Section 380.06(19)(e)2.k, Florida Statutes (F.S.) that states that changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the project do not require the filing of a notice of proposed change but require an application to the local government to amend the development order in accordance with the local government's procedures for amendment of a development order.

The two proposed changes include revisions to the phasing program to allow for Phase 2a entitlements to be used within the various parcels currently identified as Phase 2b within Exhibit B-2 and a modification to the conversion allowance within the Development Order to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI. Neither of these two proposed changes increase external trips beyond what was previously calculated during the review of Substantial Deviation No. 1 as part of NOPC-6 or reduce the open space requirement. Additional detail and information is included in the attached application.

If you have any questions or need additional information please let us know. I can be reached at 850-402-5148.

Respectfully,

Abraham A Prado

Director Development - The St. Joe Company

Enclosures (1)

1. Applicant (name, address, phone)

The Applicant (Developer) is:

The St. Joe Company 133 Watersound Parkway Watersound, Florida 32461 (850) 231-6400 Fax (850) 231-6595

2. Authorized Agent (name, address, phone)

The Authorized Agent for the Developer is:

Abraham Prado Director - Development 3251 Hemingway Blvd Tallahassee, Florida 32311

3. Location (City, County, Township/Range/Section) of approved DRI and proposed change.

The location of the approved Southwood DRI and the proposed changes is Sections 2, 3, 9, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 28 and 29, Township 1 South, Range 1 East, partially within the City of Tallahassee and partially within unincorporated Leon County, Florida.

4. Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval. Indicate such changes on the project master plan, supplementing with other detailed maps, as appropriate.

This minor amendment is intended to accomplish two changes to the approved Southwood DRI (Project) as described below:

A. Revise the EXHIBIT B-2 "SOUTHWOOD DRI PHASING PROGRAM". The Developer proposes to revise the phasing program to allow for Phase 2a entitlements to be used within the various parcels currently identified as Phase 2b within Exhibit B-2. The change would not grant the additional entitlements identified as Phase 2b in Exhibit B-1 to the Development Order but rather allow for already mitigated entitlements within Phase 2a to be allocated to these various parcels to facilitate

development of these parcels. Development of the Phase 2b entitlements will continue to require an updated transportation analysis. A proposed revised Exhibit B-2 is included as part of Exhibit "A".

- B. Modify the conversion allowance for Assisted Living/Continuing Care Facilities. The Developer proposes to modify the conversion allowance within the Development Order to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.
- 5. List all dates and resolution numbers (or other appropriate identification numbers of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government. Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?

City of Tallahassee

NOPC No. 1 – Adopted by City Commission on January 26, 2000

NOPC No. 2 - Adopted by City Commission on November 21, 2000

Integrated Development Order (adopted by City Commission on October 10, 2001) – Adopted a restated and integrated development order and approved NOPC No. 3

NOPC No. 4 – Adopted by City Commission on February 26, 2003

NOPC No. 5 - Adopted by City Commission on November 23, 2004

Integrated Development Order (adopted by City Commission on August 31, 2005) -- Adopted a restated and integrated development order and approved NOPC No. 6/Substantial Deviation No. 1

NOPC No. 7 - Adopted by City Commission on January 25, 2012

Leon County

NOPC No. 1 – Adopted by County Commission on February 8, 2000

NOPC No. 2 - Adopted by City Commission on December 12, 2000

Integrated Development Order (adopted by County Commission on October 30, 2001) -- Adopted a restated and integrated development order and approved NOPC No. 3

NOPC No. 4 – Adopted by County Commission on January 27, 2004

NOPC No. 5 - Adopted by County Commission on December 14, 2004

Integrated Development Order (adopted by County Commission on September 13, 2005)
-- Adopted a restated and integrated development order and approved NOPC No.
6/Substantial Deviation No. 1

NOPC No. 7 - Adopted by County Commission on July 10, 2012

There has been no change in local government jurisdiction for any portion of the development since the last DRI development order was issued.

6. Does the proposed change result in a change to the build-out date or any phasing date of the project? If so, indicate the proposed new build-out or phasing date.

The proposed amendment does not change any build-out or phasing date. Phase 2b will still need to be entitled in the future and require a traffic analysis at that time.

7. Will the proposed change require an amendment to the local government comprehensive plan?

No.

8. An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.

No changes are proposed to the Master Development Plan.

- 9. Include the precise language that is being proposed to be deleted or added as an amendment to the development order. This language should address and quantify:
- a. All proposed specific changes to the nature, phasing, and build-out date of the development; to development order conditions and requirements; to commitments and representations in the Application for Development Approval; to the acreage attributable to each described proposed change of land use; open space; areas for preservation; green belts; to structures or to other improvements including locations, square footage, number of units; and other major characteristics or components of the proposed change;
- b. An updated legal description of the property, if any project acreage is/has been added or deleted to the previously approved plan of development;
- c. A proposed amended development order deadline for commencing physical development of the proposed changes, if applicable;
- d. A proposed amended development order termination date that reasonably reflects the time requirement to complete the development;

- e. A proposed amended development order date until which the local government agrees that the changes to the DRI shall not be subject to downzoning, unit density reduction, or intensity reduction, if applicable; and
- f. Proposed amended development order specifications for the annual report, including the date of submission, contents, and parties to whom the report is submitted.

The language to be added or deleted to the development orders is included in draft development orders included in Exhibit "A".

Exhibit "A"

APPROVAL OF THE CITY COMMISSION OF
THE CITY OF TALLAHASSEE, FLORIDA, OF
NOTHFIGATION-OF-PROPOSED-CHANGE-NO.-7MINOR AMENDMENT FILED BY
THE ST. JOE COMPANY, F/K/A ST. JOE TOWNS & RESORTS, L.P. F/K/A ST.
JOE/ARVIDA COMPANY, L.P., RESTATING AND APPROVING
AMENDMENTS TO THE DEVELOPMENT OF REGIONAL IMPACT
DEVELOPMENT ORDER, AS AMENDED, FOR THE
SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT

INTEGRATED DEVELOPMENT ORDER, 1999-20172

WHEREAS, the Southwood Development of Regional Impact (DRI) is a proposed mixed use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS, on November 7, 1994, the City adopted an Urban Services Agreement with The St. Joe Company ("St. Joe") to provide guidelines concerning future utilities and public services; and

WHEREAS, in 1995, the City of Tallahassee (City) and Leon County (County) adopted the Southeast Sector Plan (SESP) as a critical area plan within the Tallahassee-Leon County Comprehensive Plan for the purpose of encouraging well-planned, high-quality development within the southeastern portion of the community in keeping with the City's and the County's commitment to promote the Southern Strategy; and

WHEREAS, in 1995, the City adopted the Southeast Sector Overlay (Ordinance No. 95-O-0029, as amended) to provide guidelines and standards for future development in the area subject to the SESP; and

WHEREAS, the Southwood DRI is located within the area subject to the SESP and is adjacent to and surrounds the Capital Circle Office Center (CCOC) DRI being developed by the Florida Department of Management Services (DMS) as State office buildings; and

WHEREAS, in October, 1997, the Governor established the Southwood Coordinated Planning Effort (SCOPE) Committee, which consists of representatives of the City, County, DMS, Department of Community Affairs (DCA), Florida State University, Florida Agricultural and Mechanical University, Tallahassee Community College, Leon County School Board, and St. Joe; and

WHEREAS, the purpose of the SCOPE process was to ensure coordination of the planning and future development of the Southwood DRI and the CCOC; and

WHEREAS, on April 28, 1999, the City approved the original development order for Southwood; and

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WHEREAS, the City has previously considered and approved six-seven (67) notifications of proposed change to the original development order, which have been formally memorialized in the Integrated Development Order, 1999-20052012, passed and approved by the City Commission on August 31, 2005January 25, 2012; and

WHEREAS, on July 26, 2010 The St. Joe Company (the "Developer") filed Notice of Proposed Change No.-7 (NOPC 7) an Administrative Amendment to the Southwood DRI, which is to be located on certain real property more specifically described in Exhibit A-1, attached and incorporated herein by reference ("DRI Property"); and

Commented [PA1]: Need to insert date of submission

WHEREAS, The St. Joe Company is the owner of the DRI Property and authorized to file the NOPC-7administrative amendment and obtain an amended development order for the DRI Property which shall be set forth in the form of this Integrated Development Order (hereinafter referred to as "Development Order"); and

WHEREAS, the Developer has provided complete copies of the NOPC-7<u>Administrative</u>
<u>Amendment</u> and all information for sufficiency to the City. County. DCA, Apalachee Regional Planning Council (ARPC), and other DRI-review agencies; and

WHEREAS, the Southwood DRI is consistent with the SESP and all other provisions in the Tallahassee-Leon County Comprehensive Plan as amended; and

WHEREAS, the City has duly noticed and held on January 25, 2012 a public hearing on NOPC-7the Administrative Amendment as required by Section 380.06, F.S., and afforded the public and all affected parties an opportunity to be heard and present evidence.

Commented [PA2]: To be updated

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. Findings of Fact and Conclusions of Law. The City makes the following findings of fact and reaches the following conclusions of law regarding this Development Order for the Southwood DRI:

A. Findings of Fact.

- 1. The above recitals are true and correct, and are incorporated herein by reference.
- On July 1, 1998, the Developer filed an ADA for the Southwood DRI with the City and County, pursuant to the provisions of Section 380.06, F.S., and the ADA is incorporated into this Development Order by this reference.

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- The Developer supplemented the ADA with the following information which is incorporated into the ADA and this Development Order by this reference:
 - Sufficiency Response (dated October 5, 1998).
 - Supplemental Affordable Housing Analysis (dated November 12, 1998).
 - Supplemental Transportation Analysis and Mitigation Proposal (dated January 22, 1999).
 - d. Second Supplemental Affordable Housing Analysis (dated January 22, 1999).
 - Second Supplemental Transportation Analysis and Mitigation Proposal (dated February 10, 1999).
 - f. Supplemental Land Use Table (dated March 1999).
 - g. Preliminary Natural Features Inventory (dated January 1999, as supplemented on March 29, 1999 and April 2, 1999).
 - h. Preliminary Environmental Impact Analysis (dated January 1999).
- The ADA was reviewed as required by Chapter 380, F.S., and the City's land development regulations.
- The City held a public hearing on April 28, 1999, considered the ADA and addressed each of the criteria set forth in Sections 380.06(14) and (15), F.S.
- The City determined at the public hearing that all legal requirements of notice and
 publication as required by Section 380.06(11), F.S., as well as local procedural
 requirements, for the issuance of the original development order have been met or
 have occurred.
- The City has received and considered the report and recommendations of the ARPC.
- 8. The Southwood DRI is not in an Area of Critical State Concern.

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- The City has subsequently received applications for six-seven (67) amendments to the original development order in the form of Notices of Proposed Change.
- All of the Notices of Proposed Change were duly approved in accordance with law.
- 11. On July 26, 2010, the Developer filed Notice of Proposed Change No. 7 (NOPC-7) an Administrative Amendment to the Southwood DRI with the City and County, pursuant to the provisions of Section 380.06(19)(e)2.k, F.S., and NOPC-7the Administrative Amendment is incorporated into this Development Order by this reference.

Commented [PA3]: Need to update

- 12.— The City has received and considered the report and recommendations of the
 ARPC dated December-13, 2010.
- The City held a public hearing on January 25, 2012 considered NOPC-7the <u>Administrative Amendment</u>, and addressed each of the criteria set forth in Sections 380.06(14) and (15)(19)(e)2, F.S.

Commented [PA4]: Need to update

14. The City determined at the public hearing that all legal requirements of notice and publication as required by Section 380.06(11), F.S., as well as local procedural requirements, for the issuance of this Development Order have been met or have occurred.

B. Conclusions of Law

- The City Commission is the governing body having jurisdiction over that portion
 of the DRI Property described in Exhibit A-2. The City Commission has
 authority to review and approve NOPC-7the Administrative Amendment,
 pursuant to Chapter 380, F.S., and is authorized and empowered to issue this
 Development Order.
- The Southwood DRI, as approved herein, is consistent with the State Comprehensive Plan.
- The Southwood DRI is consistent with the Tallahassee-Leon County
 Comprehensive Plan as amended and the City's land development regulations.
 All subsequent submittals pursuant to this Development Order shall also be
 consistent with the Comprehensive Plan.

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- The Southwood DRI is consistent with the Apalachee Strategic Regional Policy Plan as adopted in Chapter 29L-5, F.A.C.
- The Southwood DRI is consistent with the ARPC Regional Report and Recommendations issued pursuant to Section 380.06, F.S., on December 13, 2010.
- The provisions of this Development Order shall not be construed as a waiver of or exception to any local ordinance, state or federal law or regulation.
- The impacts of the Southwood DRI, as conditioned by this Development Order, are adequately addressed pursuant to the requirements of Chapter 380, F.S.
- To the extent that the ADA is inconsistent with the terms and conditions of this Development Order, this Development Order shall prevail.
- NOPC 7-The Administrative Amendment does not constitute a substantial deviation from the Development Order adopted by the City Commission on April 28, 1999, as subsequently amended, and is approved subject to the conditions set forth in this Development Order.

Section 2. Development Identification

- A. The development shall be known as: Southwood.
- B. The legal description of the Southwood DRI is attached hereto and made part hereof as Exhibit A-1. That property is owned by The St. Joe Company.
- C. The Developer of Southwood is The St. Joe Company, f/k/a St. Joe Towns & Resorts, L.P. f/k/a St. Joe/Arvida Company, L.P.
- D. The authorized agents for the Developer are Abraham Prado, 3251 Hemingway Blvd, Tallahassee, Florida 32311; and Jorge Gonzalez Bridget Precise, 133 South WaterSound | Parkway, WaterSound, Florida 32413.
- E. The Southwood DRI shall consist of 3,322 acres as follows:
 - 2,194,117 square feet of office uses;
 - 799,502 square feet of commercial uses;

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- 2,728,381 square feet of industrial uses;
- 4. 4,770 residential units;
- 5. 403,000 GSF of educational/institutional uses; and
- 1,387 acres of recreation and open space areas.

Uses shall be located within the Project as set forth in this Development Order, including Exhibit "B" and Exhibit "C".

The Developer shall allocate a minimum 160,000 GSF of Phase 1 Commercial and Office, exclusive of the conversion rights provided in the next paragraph, combined for Town Center with the amount of each land use from the minimum allocation constituting no more than 60 percent of the total and no less than 40 percent of the total.

The Developer may convert up to 31,000 GSF of Commercial to up to 63,000 GSF Institutional at a rate of 203 GSF Institutional for 100 GSF Commercial with no more than 23,000 GSF of total Institutional for day care and the remaining square footage for church, synagogue or mosque. Any conversion must be reported in the next required Annual Report.

The Developer may convert various uses to up to 500 beds of Assisted Living/Continuing Care Facilities. Multifamily Residential to Assisted Living may be converted at a rate of 1 DU Multifamily 2.7 beds Assisted Living. Commercial to Assisted Living may be converted at a rate of 1,000 SF Commercial for 23.6 beds Assisted Living. Office to Assisted living may be converted at a rate of 1,000 SF Office for 7.3 beds Assisted Living. Any conversion must be reported in the next required Annual Report.

F. Development of the Southwood DRI shall occur in three (3) phases as described in Exhibit B. Prior to the commencement of <u>development of the Phase 2b entitlements</u>, an updated transportation analysis that addresses the cumulative impacts of Phase 1 and Phase 2a shall be provided by the Developer to the review agencies as a substantial deviation for review of transportation only. Traffic mitigation necessary to serve the project at buildout of <u>the Phase 2b entitlements</u> shall be determined on the basis of state, regional and local government requirements then in effect and shall be incorporated into this Development Order by amendment.

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- G. The development shall proceed, and shall be located substantially as depicted in the Master Development Plan attached hereto and made part hereto as Exhibit C. The exact sizes of buildings or improvements, their utilization and their location shall be determined consistent with applicable land development regulations.
- H. Subsequent to approval of this Development Order, the following final development orders, and/or permits shall be applied for by the Developer:
 - Amendment to the Planned Unit Development (PUD) Concept Plan (as set forth in Subsection 10.3.E of the Zoning, Site Plan, and Subdivision Regulations); and

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- PUD Final Development Plans (Preliminary Plat/Final Plat, and/or Limited Partition, and/or Type A Site Plan, and/or Type B Site Plan, and/or Type C Site Plan as set forth in Articles XXI and XXII of the Zoning, Site Plan, and Subdivision Regulations); and
- Environmental Management Permit(s) (as set forth in Article 2 of the Environmental Management Ordinance); and
- 4. Building Permit(s) (as set forth in the Building Code).

The foregoing list is not intended to waive or eliminate any rights, procedures or exemptions that may be available to the Developer under federal, state or local law.

- Master planning and development of the other property owned by St. Joe within the area subject to the SESP shall be consistent with the SESP, as it may be amended from time to time.
- Section 3. Development Approval, The development of the Southwood DRI, as described in this Development Order, is hereby approved subject to the following conditions, stipulations, and requirements:

A. Specific Conditions

- 1. Air Quality
 - a. To reduce dust emissions, land clearing shall be scheduled immediately ahead of construction activities and only on the land needed for construction. A water sprinkling program shall be initiated over areas that are excavated, and vegetative cover shall be re-established and maintained once construction is complete.
 - b. Prior to the start of any construction for the Phase 2b entitlements, the Developer shall update the air quality analysis in conjunction with the transportation analysis required by Section 3.A.14 of this Development Order.
- Natural Features Inventory/Environmental Impact Analysis

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- a. The Natural Features Inventory (NFI) shall be approved by the City's Director of Growth Management prior to PUD Concept Plan submittal or any other request for development activity. The Environmental Impact Analysis (EIA) with finalized mitigation and preservation area boundaries, wetland and listed species Habitat Restoration and Management Plan must be approved prior to approval of the PUD Concept Plan, and shall be consistent with the 22% open space/greenway areas as specified in the Comprehensive Plan and Section 3.A.19 below.
- b. The Developer shall cause that property south of Tram Road which is used for stormwater management purposes to be encumbered with a perpetual stormwater easement to assure its perpetual use for stormwater management purposes consistent with the approved Stormwater Facilities Master Plan. The easement shall be granted within 30 days after approval of the permit(s) necessary for the use of such areas for stormwater management purposes.
- c. The placement of any roads or infrastructure within preservation areas will require variances from the Environmental Management Ordinance and shall be consistent with the Comprehensive Plan. Impacts to wetlands shall be mitigated in accordance with state (FDEP) and federal (USACOE) guidelines, the Comprehensive Plan, and the land development regulations.

3. Wetlands/Floodplains

- No development will occur prior to the submittal, review, and approval of the Stormwater Facilities Master Plan (SFMP).
- b. Any development within wetlands and floodplains shall be consistent with the local comprehensive plan, Environmental Management Ordinance (EMO), the approved SFMP and all applicable federal and state laws. No development shall occur within wetlands or floodplains except as permitted by local, state, and federal regulations.
- c. Any increases in the flood volume or stage shall be allowed only if the EIA and the SFMP determine that the beneficial functioning of the wetland hydrocycle and associated vegetative components are preserved or enhanced.

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- Wetlands shall be protected through conservation easements granted to the City or its designee or the County or its designee, as the case may be.
- Pursuant to section 380.06(5)(c), F.S., the Developer has elected to be bound by the rules adopted pursuant to chapters 373 and 403, F.S., that are in effect at the time this Development Order is issued.

4. Vegetation and Wildlife

- a. As described in the ADA and the preliminary EIA, the Developer shall mitigate for the impacts to listed species habitat through protection and restoration of on-site and off-site habitat as follows:
- (1) On-site: The Developer shall provide appropriate use restrictions on approximately 470 acres of the DRI Property (not including use restrictions on the out-of-bounds areas of the golf course described in Section 4.a.1.(c) below and use restrictions on passive recreation areas that are consistent with the Habitat Restoration and Management Plan described in Section 4.b. below) to mitigate for impacts to listed species habitat as follows:
 - (a) Shepherd Branch Mitigation Area. Prior to commencing any development south of Main Street, the Developer will cause a conservation easement to be granted in favor of the City, or its designce, on the 180 acre parcel described in the preliminary EIA to provide for the long-term protection and management of the parcel as habitat for gopher tortoise (Gopherus polyphemus) and commensal species, Southeastern American kestrel (Falco sparverius paulus), Sherman's fox squirrels (Sciurus niger shermani), bent golden aster (pityopsis flexuosa), and listed wetland-dependent species.
 - (b) Wetlands. The Developer shall cause a conservation easement(s) to be granted in favor of the County or its designee or the City or its designee, as the case may be, on approximately 230 acres of wetlands to provide habitat for wetland-dependent listed species and to mitigate for wetland impacts. The wetlands subject to this paragraph are generally described in the preliminary EIA. The conservation easement(s) shall be executed and recorded prior to the issuance of the Environmental Management Permit for the area which has wetlands to be conserved pursuant to this subsection.

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- (c) Other Uplands. As described in the preliminary EIA, in addition to that area described in Section 4.a.1.(a) above, a minimum of 60 acres of existing pine/oak/hickory canopy and pasture in the vicinity of the Central Park Preserve, the Eastern Preserve, and the Western Preserve as well as, a minimum of 45 acres located within the out-of-bounds area of the golf course shall be protected through appropriate use restrictions and managed for Southeastern American kestrel and Sherman's fox squirrel habitat. The Habitat Restoration and Management Plan, which shall be approved by the City prior to development, shall incorporate techniques for the protection and management of Sherman's fox squirrel habitat in the out-of-bounds area of the golf course.
- (2) Off-site: Prior to undertaking any development, the Developer will cause St. Joe to take one of the following actions to ensure the long-term protection and management of the 264 acre +/- parcel more fully described in the preliminary EIA as habitat for gopher tortoise and commensal species, Southeastern American kestrel, Sherman's fox squirrel and bent golden aster:
 - (a) Convey the site to the U.S. Forest Service for incorporation into the adjacent Apalachicola National Forest; or
 - (b) Convey the site or grant a conservation easement on the site to the City or its designee.
 - In either event, the conveyance will include appropriate use and transfer restrictions on the property to assure perpetual use of the property for habitat mitigation purposes.
- b. A preliminary Habitat Restoration and Management Plan for the designated mitigation areas was included in the preliminary EIA which has been incorporated herein by reference. A final Habitat Restoration and Management Plan must be submitted with the EIA and approved by the City Growth Management Department and the County Growth and Environmental Management Department. At a minimum, the final Habitat Restoration and Management Plan shall include the mitigation discussed in the preliminary EIA and the following:

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- The identification of mitigation -areas of the size and quality required by state and local agencies as mitigation for impacts to listed species.
- (2) Long term habitat management -and protection.
- (3) The identification of individuals or agencies responsible for the implementation of habitat restoration and long term habitat management.
- (4) The source of any financial endowment necessary for the restoration and management of the required mitigation areas in perpetuity.
- (5) Grant of conservation easements to the County or its designee or the City or its designee, as the case may be.
- (6) Implementation of prescribed burn programs where appropriate.
- (7) Thinning plantation pines where appropriate.
- (8) Installation and maintenance of kestrel nest boxes in appropriate habitats.
- (9) Invasive-exotic vegetation management.
- (10) Canopy and understory vegetation management of existing forests where necessary.
- (11) Posted signs designating areas as protected zones with use restrictions.
- Habitat enhancement, restoration and management must commence prior to the initiation of development activity. Development will be consistent with the provisions of the EIA and the Habitat Restoration and Management Plan.
- d. Mitigation of development impact to gopher tortoise habitat, as described in section 4.a. above, will include a 1:1 (acre for acre) ratio, meaning that for every acre of gopher tortoises habitat impacted an acre of equal environmental habitat value is set aside in preservation to be restored, enhanced or maintained in such a manner which would allow for the relocation of individuals which otherwise would have been directly impacted by development activity.

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- e. In accomplishing the mitigation described in Section 4.a. above, relocation, rather than taking of individual gopher tortoises, shall be required. Relocation permits from the Fish and Wildlife Conservation Commission (FWCC) shall be required. Site specific listed species surveys must be performed immediately prior to the initiation of development activity. If individual gopher tortoises are encountered, relocation in accordance with FWCC provisions shall be required. If active Southeastern American kestrel or Sherman's fox squirrel nest sites are encountered, relocation or removal of nests may occur only outside of their respective nesting seasons and consistent with the Habitat Restoration and Management Plan.
- f. In addition to the protection and management of bent golden aster in the onsite and offsite mitigation areas described in Section 4.a. above, bent golden aster habitat shall be incorporated into proposed development projects through perimeter buffers, landscape areas, rights-of-way, and other suitable nondevelopment area.
- g. Upon the City's approval of the EIA described above, the mitigation described in this section shall be deemed to provide a "net benefit" to the listed species whose habitat is impacted by the Southwood DRI.

5. <u>Historical and Archaeological Sites</u>

- a. The ADA identified sixty-six (66) cultural resource sites within the boundaries of the Project. Based upon the findings and recommendations from the Phase I and Phase II site assessments conducted at the direction of the Developer, the Division of Historic Resources (DHR) concurred that five (5) sites LE 1458; LE 1497; LE 1490; LE 2182 (portion); LE 2192 are significant and an additional seventeen (17) sites are potentially significant. The location and status of all of the cultural resource sites within the boundaries of the project is graphically depicted on Exhibit D-1. Letters from DHR concurring in the findings and recommendations in the site assessment reports are included as Exhibits D-2A and D-2B.
- Boundary delineations for two (2) of the significant sites, LE 1458 and LE 2182, have been completed. DHR has concurred in these boundary delineations.

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- Consistent with the other provisions of this Development Order and all
 applicable state, regional and local regulations, development may be
 undertaken on those sites not identified on Exhibit D-1 as significant or
 potentially significant.
- d. Prior to Planned Unit Development final development plan approval, the Developer shall conduct a Phase II site assessment for each potentially significant site within the boundaries of the PUD final development plan and provide a report of the findings and recommendations from that assessment to DHR. Sites which are not determined to be significant or potentially significant may be developed consistent with the terms of this Development Order. Prior to any development which would result in subsurface disturbance or soil compaction on a site determined to be significant, impacts shall be mitigated through one of, or a combination of, the following techniques, as approved by DHR:
 - (1) Preservation or avoidance: (i) locating development away from the site in order to avoid impacts to the site; (ii) incorporation of the site into the designated open space/greenway areas; or (iii) protection of the site through deed restriction, conservation easement or other mechanism authorized in Rule 9J-2.043, F.A.C., which prohibits development impacts to the site;
- (2) Pre-development data recovery and documentation: development of all or a portion of the site after recovery and documentation of data from the site through a Phase III site assessment program developed in consultation with DHR.
- e. Construction monitoring shall be required during the clearing, grubbing, and stripping of the site during the initial construction activities. If additional potential cultural resource sites, deposits or features are located during construction, the Developer shall cease construction within 50 feet of the site, deposit or feature until a professional archaeological expert has been contacted and an assessment of the regional significance of the site has been made in coordination with DHR.

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f. The Annual Report required by Section 3.A.23. of this Development Order shall include information regarding the disposition of each potentially significant site identified on Exhibit D-1. The Annual Report shall also include a revised Exhibit D-1 which depicts the current status of each cultural resource site and the location of any additional significant or potentially significant site identified during the preceding year.

g. <u>Cemeteries:</u>

- (1) The Developer shall ensure that access remains available to the cemetery located on the out-parcel surrounded by LSF-7. To the maximum extent feasible, the existing vegetation surrounding the cemetery shall be retained to buffer the cemetery from the development in LSF-7.
- (2) The Developer shall cause a conservation easement to be placed on the cemetery site located within MUEI-3. This site is depicted on Exhibit D-1 as LE 2192, and DHR concurred in the boundary delineation for the site in the letter attached as Exhibit D-2B. The site may be incorporated into the site plan for the adjacent educational uses so long as it is fenced or otherwise protected to prevent disturbance. The Developer shall ensure that access to the cemetery is available to the family and descendants of the persons buried therein.
- (3) The site plan for LSF-10 shall guarantee the protection of the cemetery on the grounds of the existing Southwood main house.
- (4) If additional cemetery or burial sites are identified on the DRI Property during development, such sites will be protected consistent with procedures in paragraph e. above.

6. Hazardous Materials and Hazardous Waste

a. No development which alone or cumulatively is known or likely to involve onsite hazardous material usage in amounts equal to or exceeding the amounts set forth in Rule 9J-2.044(5)(a)1.or 2., F.A.C., shall be allowed within the DRI Property without an amendment to this Development Order pursuant to the procedures set forth in Section 380.06, F.S.

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- b. The following conditions shall apply to commercial or industrial uses within the DRI Property which are known or likely to involve onsite hazardous material usage in amounts less than the amounts set forth in Rule 9J-2.044(5)(a)1., F.A.C.:
- (1) The Developer shall implement conditions or operational restrictions so as to permit no activities which involve hazardous materials and/or waste to occur unless precautions are taken to preclude the release of hazardous materials or hazardous waste into the environment.
- (2) The Developer shall encourage future industrial and commercial users to notify their employees of the presence of any hazardous materials in the work place, the correct use and disposal of such materials, and the potential health impacts of such materials.
- (3) The Annual Report required by Section 3.A.23 of this Development Order shall include a summary of those commercial and industrial users with onsite use, production or storage of hazardous materials, the quantity of materials used or stored and a description of the precautions taken by such users to preclude the release of hazardous materials or hazardous waste into the environment.
- c. All uses in the project shall be subject to applicable local, state and federal regulations for use, production, storage, handling and transport of hazardous materials. The Developer shall provide notice of this requirement to purchasers of industrial and commercial property within the project. The Developer shall not be responsible for the action or inaction of any future owner or tenant after providing such notice.

Stormwater Management

- a. No development shall occur prior to the submittal, review and approval of the SFMP. The SFMP must be approved in accordance with paragraph b. prior to the approval of the PUD Concept Plan for the DRI property by the City and County Commissions.
- b. The Scope of Work for the SFMP is attached hereto and made part hereof as Exhibit E. City and County staff shall complete their review of the SFMP within 60 days of the submittal of the SFMP intended for final review. The City Commission and the Board of County Commissioners

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shall approve, approve with conditions, or deny the SFMP at their next available meeting, or within 30 days, whichever is sooner. The Developer shall make any changes to the Master Development Plan which may be required for approval of the SFMP. The SFMP is not a permit and approval does not vest the development or otherwise entitle the phases of the development to environmental permits. The SFMP shall be used in conjunction with applicable local, state and federal regulations as the basis for City review of design, permitting, and construction of individual management facilities within the Southwood development.

- c. Modifications of the approved SFMP necessitated by a change to the Master Development Plan or to accommodate specific site development shall require approval of the City Commission and the Board of County Commissioners prior to development within an area affected by such modifications. The City Commission and the Board of County Commissioners shall establish standards for modifications which shall be deemed "minor" and which will be reviewed and approved by the City Manager and County Administrator or their designees.
- d. Stormwater shall be managed as provided in the approved SFMP. The Developer shall incorporate any future changes to the land uses shown on the Master Development Plan into the approved SFMP.
- e. The stormwater system shall be designed to retain floating oils, grease and debris pursuant to applicable federal, state and local regulatory requirements. Drainage ponds and other stormwater management facilities shall be designed, permitted, and constructed in accordance with the requirements of the EMO.
- f. The owner of the particular stormwater facility shall provide preventative and restorative maintenance for each stormwater facility on a schedule that shall assure proper functioning of such facility. The maintenance schedule shall be submitted as part of permit applications to the Florida Department of Environmental Protection, the City and the County.
- g. No fencing shall be required around drainage ponds or stormwater management facilities. No man-made slopes shall be steeper than a 4:1 ratio for stormwater management facilities without fencing.

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8. Water Supply

- a. The project is expected to use up to 1.68 million gallons per day (mgd) of potable water, and up to 1.06 mgd of non-potable water. Potable water shall be provided by the City.
- b. If concurrency cannot be demonstrated for potable water through those means described in the ADA or this Development Order, the Developer must file a notification of proposed change and comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.
- c. The Developer shall use appropriate water conservation techniques, including the use of xeriscaping and plant species with low water demand in landscaping, and water saving toilets and showers.
- d. Upon request of the City, the Developer shall cause to be donated to the City at no cost to the City such sites for City water wells, pump and lift stations as mutually agreed by the City and the Developer based on the City's system-wide standards.
- e. Upon request of the City, the Developer shall cause to be donated to the City at no cost to the City one elevated water tank site mutually agreed upon by the Developer and the City. The site is currently near MUEI-I at a location approximately 3,500 feet east of Capital Circle and approximately 2,000 feet south of St. Augustine Road. The City may erect signs (the size, appearance and location of which must be approved by the Developer) indicating the future construction of the elevated tank.

The Developer shall have the right to approve the color, style, and aesthetic design of the elevated water tank, with any difference in cost between standard City water tanks and the Developer-approved design to be paid by the Developer; the location of ingress and egress to the site; the type of landscaping and fencing on the site; and the timing and staging of construction on the site.

f. The City and Developer have concluded discussions regarding the reuse of wastewater effluent for irrigating all or part of the development and regarding an easement for an effluent force main from the T.P. Smith Treatment Plant to the Southeast Farm, which discussions have resulted in the execution of that certain Reuse Agreement dated February 13, 2002.

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The Developer shall cause the dedication, at no cost to the City, of a site not to exceed 4 acres for the City to construct water reuse facilities. The site shall be located south of Tram Road immediately to the southwest of Community Park.

g. The Developer may utilize irrigation wells, approved by the Northwest Florida Water Management District, and operated by the Developer for all areas throughout Southwood, except for those areas served by reuse facilities and the golf course. New wells may only be installed for the purpose of recharging lakes, provided the Developer coordinates with the Water Utilities Division prior to such installation.

9. Wastewater

- a. The project is expected to generate an average of 1.68 mgd, with a peak hour demand of 3.54 mgd. Wastewater service shall be provided by the City.
- b. If concurrency cannot be demonstrated for wastewater through those means described in the ADA or this Development Order, the Developer must file a notification of proposed change and comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.
- c. Continued use and maintenance of the privately-maintained wastewater treatment system serving the main house in LSF-10 and its ancillary buildings, and the existing structures in MUOC-1, is allowed. The existing uses served by septic tanks shall connect to the City system when service becomes available within 1,000 feet. New septic tanks within the DRI shall be prohibited, except as indicated in the Urban Services Agreement.
- d. Within 30 days after a utilities master plan for the project is approved, the City and the Developer will enter into a Letter of Agreement (letter of understanding) in a standard form used by the City for the installation of on-site water lines and on-site sewer lines. This Agreement will outline the process for payment of rebates, in compliance with City Code and the Urban Services Agreement approved by the City Commission on November 7, 1994 for those improvements, if applicable. The Letter of Agreement is considered subordinate to this Development Order.

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e. In compliance with the Urban Services Agreement, the City, within ninety (90) days of acceptance of facilities by the City, shall establish a refunding account to reimburse the Developer in accordance with Section 25-139 and 25-141 of the Code of the City of Tallahassee in effect in 1994 for the installation of on-site water lines and on-site sewer lines.

10. Solid Waste

- The Developer shall comply with state and local governmental standards for the collection of solid waste and recyclables for facilities that it owns within the DRI Property.
- b. If concurrency cannot be demonstrated for solid waste through those means described in the ADA or this Development Order, the Developer shall file a notification of proposed change and comply with the provisions of Section 380.06(19), F.S., and the Comprehensive Plan.

11. Energy

- The Developer shall ensure that energy efficient lighting, appliances, and heating and cooling equipment are installed in all buildings consistent with applicable building codes.
- Energy efficient building materials which meet or exceed State of Florida and local energy conservation regulations shall be used in construction consistent with applicable building codes.
- c. Energy efficient features shall be used in window design, and provisions shall be made for structural shading, such as overhangs, consistent with applicable building codes.
- Existing shade trees shall be protected to the greatest extent possible and new shade trees shall be planted after construction.
- All structures shall comply with energy consumption performance guidelines as required by Section 255.256, F.S.
- The Developer shall assist builders with architectural energy conservation measures.

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- g. The Developer shall coordinate on an on-going basis with the City Electric Department to reduce peak demand electricity through the use of demand side management.
- h. The City shall provide electric service throughout the project. All electric distribution service provided by the City shall be underground and at the expense of the City. Installation of electrical service shall be coordinated with the Developer so as to minimize any disturbance to the property or the use thereof by the Developer and/or subsequent purchasers. The Developer shall cause a 3.92 net buildable acre site in MUEI-4 to be dedicated for an electrical substation at a location mutually acceptable to the City and the Developer. This site shall meet the requirements for the provision of one of the three substation sites required by the Urban Services Agreement. Transmission line access to this substation shall be via a 100 foot wide right of way provided by the Developer in agreement with the City.
- i. The Developer will provide at no cost to the City a 100 foot right of way for an overhead transmission line or in the event the transmission line is to be underground, in compliance with paragraph h of this section, the Developer shall provide a 40 foot wide right-of-way, at a location mutually agreeable to the City and the Developer. Such right-of-way shall be suitable for construction, operation and maintenance of electrical transmission lines that will connect the proposed substation in MUEI-4 with a future substation located northeast from MUEI-4 east of Southwood Plantation Road. Right-of-way alignment shall be identified in the PUD documentation and shall be deeded upon written request from the City.
- j. The Developer has requested the relocation of an electrical transmission line presently located within City owned right of way in the northwestern quadrant of the DRI Property. The City has agreed to the concept of the relocation, with the understanding that all cost of such relocation will be at the expense of the Developer. The City and the Developer will enter into an agreement to outline the controlling factors associated with the relocation of the transmission line, design, right-of- way width and location, construction schedule, and payment schedule.
- k. The substations referred to in this section shall be landscaped, at the City's expense, for purposes of buffering to ensure compatibility with present and future land uses on the adjacent lands. The landscape design will be mutually acceptable to the City and the Developer. All substation

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landscaping will be installed and reasonably maintained by locating vegetation, such that buffering does not obstruct entry to any such substation site or the ability to repair, maintain and operate the substation or utilization of easements or rights of way.

- The Developer has indicated a desire for a modification to City of
 Tallahassee Electric Department typical transmission line construction and
 design standards. The Developer will be responsible for any and all cost
 difference between installation standards and the requested modifications.
 The Developer will be required to pay the cost difference between an
 overhead installation and an underground installation of transmission lines.
 In the future, when further installation of the Electric Transmission System
 is required and the Developer desires the same modification, the concept of
 the cost differential will also continue.
- m. The Developer has indicated a preference for a different street lighting design standard in the proposed development. The City, although in general agreement with the concept, is doing so with the understanding that the Developer will be responsible for any and all cost difference between applicable installation standards and the requested design standard, including materials, labor, and future operation and maintenance costs. These cost differences shall be payable on an annual basis, in advance, in an amount based on the applicable value of the cost difference. In addition, the Developer agrees to stock any spare parts for the requested design standard which is different than that currently used by the City. This requirement will be transferrable to any subsequent landowners or tenants of the development as long as special street lighting remains in effect.

12. Natural Gas

In compliance with the Urban Services Agreement approved by the City Commission in November 1994, the City natural gas service shall be made available, at the expense of the City, throughout the development of Southwood. Installation of the gas system shall be coordinated so as to minimize any disturbance to the development or the use thereof by the Developer and/or subsequent purchasers of the DRI Property or portions thereof. In exchange, the Developer shall utilize City natural gas to the maximum extent possible for all properties under its direct control and shall actively encourage the use of gas by all subsequent purchasers of the DRI Property or portions thereof.

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13. Utility Easements

The Developer shall cause the grant of necessary easements for the placement of potable water, reuse water, sewer, electricity and natural gas facilities and underground and surface stormwater within the project area. The size, location and number of easements necessary for the safe operation and maintenance of such public facilities shall be mutually agreed to by the City and the Developer and shall be provided at no cost to the City.

14. Transportation

a. As projected, there will be an estimated 9,943 total vehicle trips (4,953 enter trips/4,990 exit trips) during the PM peak hour at the completion of Phase 2a based on a 5% credit for the transportation demand management (TDM) strategies set forth in this specific condition. Including adjustments for internal capture, CCOC trip interaction and pass-by credits, there will be 6,428 net external vehicle trips (3,042 enter trips/3,384 exit trips) at Phase 2a buildout.

The transportation requirements contained in Subsections (b), (c), (d), (e) and (f) as set forth in the original development order, as amended through NOPC 5, have either been completed, performed, deleted, are no longer applicable or have been revised and restated in this Development Order.

b. The internal improvements for Merchants Row Boulevard from Capital Circle SE to Paul Russell Extension, Southwood Plantation Road/Biltmore Avenue from its current terminus to Apalachee Parkway (aligned with Sutor Road), Four Oaks Boulevard and Esplanade Way from their current termini to Orange Avenue Extension, Orange Avenue Extension from Capital Circle SE to SouthWood Plantation Road/Biltmore Avenue, Shumard Oak Boulevard from Capital Circle to Merchants Row Extension and South Chase Boulevard from Capital Circle SE to Tram Road (as shown on the Master Development Plan [Exhibit C]) are to be under construction in accordance with Exhibit G of this Development Order. Prior to issuance of a building permit for any building, the remaining onsite roads needed to serve that development shall be completed as prescribed under Section 9-63 of the City's Land Development Code.

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c. The Developer agrees to pay a pro rata share contribution of \$14,999,290, to mitigate for impacts to the roadway segments of Phase 2a. The Developer has paid \$10,313,308 of this pro rata share contribution therefore the remaining pro rata share contribution is \$4,685,982.

The remaining pro rata share contribution shall be "pipelined" toward the capital improvement project(s) identified in the Significant Benefit Memorandum of Agreement executed by the City of Tallahassee, Leon County and the Florida Department of Transportation.

The remaining pro rata share contribution shall be made by the Developer in accordance with the schedule set forth in Exhibit H of this Development Order.

d. If the Developer does not make the pro rata share contributions in accordance with the terms and conditions of this subsection, then all development shall cease, and a new traffic analysis shall be completed at the Developer's expense and the Developer shall file a notification of proposed change and comply with the provisions of section 380.06(19), F.S.

As part of the Annual Report required by Section 3.A.23., the Developer will report on the status of the pro rata share contribution set forth in this subsection.

- e. The Developer and City acknowledge the execution of that certain Joint Planning Agreement dated January 25, 2005 and agree that the terms and conditions of such Agreement are incorporated into this Development Order.
- f. Connections to Capital Circle shall be consistent with the Southeast Sector Plan Capital Circle Access Points as identified in Figure 10.B of the Southeast Sector Plan.
- g. All on-site transportation construction shall meet design and construction standards approved by the City. All off-site transportation construction shall meet all standards or specifications of the applicable government entity assuming responsibility for maintenance and operation thereof.

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- Vehicular access to the off-site road network shall be limited to the approximate locations depicted on the Master Development Plan (Exhibit C).
- i. Transportation Demand Management (TDM) Strategies:
- (1) The Developer shall locate and construct bus stops and shelters in cooperation with Taltran or some other transportation provider. The Developer shall construct bus stops and shelters at such time bus service becomes available. The Developer will designate a site for a satellite transfer facility consisting of no more than five (5) bus shelters on no more than one (1) acre in the vicinity of the intersection of Shumard Oak Boulevard and the North-South Road so it will be accessible to Town Center, the CCOC and schools located in MUEI-2 and MUEI-3. The design and architectural vernacular for the bus stops, bus shelters and satellite transfer facility shall be compatible with the architectural vernacular for Southwood and must be approved by the Developer prior to construction.
- (2) The Developer shall provide bike lanes and sidewalks consistent with the City's Sidewalk and Street Paving Policy. The Developer shall provide separate dedicated pathways within the DRI Property which provide for interconnection as well as bicycle racks or storage facilities. There shall be showers and locker facilities within each building of more than 7,500 square feet, except that buildings with no shared restroom facilities that are designed for individual tenants with no more than 7,500 square feet for each tenant and with individual entry/exit points for those tenants shall not be required to provide shower or locker facilities, provided said buildings are not greater than 15,000 square feet. Any building that is greater than 15,000 square feet or any tenant with greater than 7,500 square feet shall be required to provide showers and locker facilities no matter the design of the building.
- (3) The Developer shall provide a transportation coordinator whose responsibilities include providing information to commercial, office and industrial users and the coordination of staggered work hours, ride-sharing, transit, walking, bicycling, telecommuting, flextime and other programs to reduce dependence on single-occupancy vehicles. The Developer shall have sole authority to determine the person who will serve as transportation coordinator and all terms and conditions of employment, but shall notify the City, County ARPC, and DOT of the designation. The Annual Report

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required by Section 3.A.23. shall include information regarding the effectiveness of these TDM strategies. The Developer shall consult with Commuter Services of North Florida or the designated Regional Transportation Demand Service Provider to review the effectiveness of TDM strategies and to assist in the preparation of information in the Annual Report regarding the effectiveness of TDM strategies.

(4) In furtherance of Mass Transit Policy 2.1.3 of the Tallahassee-Leon County Comprehensive Plan, the Developer shall require commercial, industrial and office users to provide preferential parking facilities for highoccupancy vehicles with said parking facilities located closest to planned buildings. Parking spaces reserved for visitors and the handicapped shall be located closest to planned buildings or clusters.

(5) Community Design,

- (a) Those areas located within one-half mile of Town Center (TC-1 and TC-2) and within one-half mile of the Neighborhood Village Center (NVC-1) are designated as Pedestrian Primary Areas in which pedestrian and bicycle travel is encouraged over other means of mobility. In addition, the Developer shall explore the feasibility of designating those areas within a certain distance of schools as Pedestrian Primary Areas. The Developer shall provide an update on this matter in the Annual Report.
- (b) Consistent with other purposes of the Southeast Sector Plan, the PUD(s) and site plans for development within the Pedestrian Primary Areas shall maximize bicycle and pedestrian accessibility, encourage walk-to shopping and employment, utilize vehicular alternatives to the single-occupancy vehicle, maximize internal capture of shopping and business trips and promote compact development through the following architectural and design standards:
 - Concentration of higher-density residential development in these areas;
 - (ii) Collocation of residential and commercial/office uses in Town Center;

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- (iii) Reduced setbacks for residential and nonresidential development;
- (iv) Narrow streets;
- On-street parking and parking to the side or rear of buildings and lots;
- (vi) Shared parking facilities;
- (vii) Reduced parking standards for nonresidential development;
- (viii) Rear access to residential units from alleys;
- (ix) Sidewalks or their equivalent on both sides of all roads in these areas;
- (x) Traffic calming. The Developer agrees to explore options that include but are not limited to roadway geometric and pavement design, as well as neighborhood traffic circulation networks that will make traffic calming measure unnecessary. However, whenever this is deemed unavoidable, traffic calming measures consistent with the most current state-of-the-art practice, and in consultation with the City, shall already be in place prior to the City accepting the streets for maintenance.
- (c) Consistent with other purposes of the Southeast Sector Plan and to the maximum extent feasible, the PUD(s) and site plans for other areas of the Project shall encourage compact development and alternatives to single-occupancy vehicle transportation through the following design standards:
 - Increased interconnection between residential and nonresidential development;
 - Extensive bicycle and pedestrian facilities and amenities, including on-street facilities and an integrated network of trails throughout the Project.

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- (iii) Corner-lot commercial uses within residential areas as allowed by the Southeast Sector Plan.
- (d) The PUD(s) shall also include standards for street and building design, landscaping, signage, stormwater management facility design, public utility location and the design and protection of natural areas. The Southeast Sector Plan shall guide the development and review of these standards.
- (e) The Developer shall work with the Department of Management Services (DMS), developer of the Capital Circle Office Center DRI adjacent to the DRI Property, in order to bring about a resumption of shuttle bus service, with or without fares, as a shared cost public transportation service from the Southeast Sector Planning Area to such other locations as will promote non-automobile vehicular travel to and from these two projects. Such other locations shall include activity centers where transfers can be made to Taltran service and may include downtown, Koger Center, and Governor's Square Mall. The Developer's transportation mitigation obligations under this Development Order may be reviewed for potential adjustments in light of such service upon request of the Developer as provided by section 380.06, F.S.
- j. Phase 2b Transportation. Prior to the commencement of <u>development of</u> Phase 2b <u>entitlements</u>, an updated transportation analysis that addresses the cumulative impacts of Phase 1, Phase 2a, and Phase 2b shall be provided by the Developer to the review agencies as a substantial deviation for review of transportation only. Traffic mitigation necessary to serve the project at buildout of <u>the Phase 2b entitlements</u> shall be determined on the basis of state, regional and local government requirements then in effect and shall be incorporated in this Development Order by amendment.
- k. Development of the Florida State University Developmental Research Charter School on MUEI 2 shall not exceed 234,200 GSF. Development of John Paul II Catholic High School on MUEI 3 shall not exceed 79,000 GSF. Development of the K-8 public school on MUEI 3 shall not exceed 90,000 GSF. Ancillary athletic fields may be developed on both sites.

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15. Initial Development Stages

In furtherance of Policy LU 10.1.1(D)(2) of the Comprehensive Plan, the initial development within Phase 1 is encouraged to occur in those areas proximate to the CCOC.

16. Housing

- a. During regional review, an unmet need for 48 very low income units (VLI) (18 in Phase 1 and 30 in Phase 2) was determined based on the development program in the Application for Development Approval and Sufficiency Response. Subsequent to regional review, the Developer revised the development program by moving MUOC-3 to Phase 2 and reducing the school on MUEI-2 from 225,000 SF to 200,000 SF. A revised housing analysis submitted on January 22, 1999, determined an unmet need for 43 VLI units all in Phase 2. Based on these analyses, the Department of Community Affairs and Apalachee Regional Planning Council determined that the project will not cause a regionally significant impact on affordable housing.
- b. Housing Policy 1.2.4 of the Tallahassee-Leon County Comprehensive Plan does not require any affordable housing mitigation or contribution by the Developer for this project. However, the City has determined that some level of affordable housing mitigation is appropriate for this project and has requested that the Developer provide a mechanism to support the creation of additional affordable housing opportunities. The Developer has offered to provide voluntary affordable housing assistance subject to the terms of this condition and with cooperation of the City and County.
- c. The Developer has paid the total sum of \$150,000.00 into escrow which constituted prepayment of the voluntary housing assistance fee for the first 1,000 single family residential units constructed and developed on the DRI Property. The Developer shall pay these monies as directed by the local government(s) on or before December 31, 2005.
- After the first 1,000 units have received a certificate of occupancy, a
 voluntary fee of \$160.00 per single family residential unit constructed and
 developed for sale on the DRI property shall be paid by the Developer.
 Such payments shall be based on the number of certificates of occupancy

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received on a calendar year basis and shall be paid by the Developer, in arrears, at the time of filing of the Annual Report. The Developer shall pay these monies as directed by the local government(s).

- e. The fees from subsections c. and d. shall be used for programs which encourage affordable housing in proximity to the project. The program(s) may include but need not be limited to:
- (1) The acquisition of land;
- A program for down payment assistance to Low Income or Very Low Income homebuyers;
- (3) Prepayment of points for LI or VLI homebuyers;
- (4) The rehabilitation of existing LI or VLI housing; or
- (5) Construction of new LI or VLI housing by private Developers or not-forprofit housing agencies.
- f. An affordable housing supply inventory was conducted by the Developer in accordance with the East Central Florida Regional Planning Council Flousing Demand, Supply and Need Methodology for Assessing the Affordable Housing Impact of Developments of Regional Impact, April, 1996, and was accepted in the regional report. This inventory identified the following supply within a 10-mile/20 minute housing accessibility area:

500 Very Low Income Units

561 Low Income Units

253 Middle Income Units

g. The Developer proposed to develop on-site housing to augment the existing supply of affordable housing. When a residential unit is constructed on-site and is within the affordable housing cost range, the existing supply identified in the affordable housing supply inventory shall be increased by 1.5 units in accordance with Rule 9J-2.048(8)(c)1., F.A.C. Each year in the Annual Report required by Section 3.A.23., the Developer shall report the number of units constructed and sold or offered for rent within the DRI Property, during the preceding 12 months and cumulatively, within the housing cost ranges utilized in the regional report.

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h. The following demand ratios shall be used to determine when nonresidential development on the DRI Property creates a demand for affordable housing:

1,000 square feet Retail/Commercial (298 very low inc	ome units
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0.338 low income units 0.114 middle income units

1,000 square feet Office 0.031 very low income units

0.510 low income units 0.774 middle income units

1,000 square feet Industrial 0.010 very low income units

0.122 low income units 0.222 middle income units

1 acre Educational/Institutional 0.021 very low income units

0.277 low income units 0.437 middle income units

1 18-hole Golf Course

(club house, pro shop, snack bar) 5 low incom

10 very low income units 5 low income units 3 middle income units

Examples:

200,000 square feet Retail will require: 60 very low income units

68 low income units
23 middle income units

200,000 square feet Office will require: 6 very low income units

102 low income units 155 middle income units

i. If, at the conclusion of a phase, the nonresidential development constructed during that phase creates a demand for affordable housing at the demand ratios provided by paragraph h., which demand is in excess of the available supply inventory as provided by paragraphs f. and g., the Developer may mitigate for such unmet need by making a payment to the escrow account identified in paragraph c. based on the payment schedule in paragraph j.

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- j. The initial payment of \$150,000.00 shall constitute prepayment of voluntary mitigation for the 43-unit unmet need of very low income housing projected for Phase 2. All additional funds from the Developer's voluntary housing assistance fee shall constitute a credit against any additional unmet need for affordable housing pursuant to Rule 9J-2.048, F.A.C., at a rate of \$3,542.00 for very low income units, \$2,416.00 for low income units and \$1,063.00 for middle income units.
- k. This condition shall govern affordable housing impacts and mitigation for the project for purposes of the local comprehensive plan and DCA's Adequate Housing Uniform Standard Rule through Phase 2.

17. Recreation

- a. The Developer shall cause the 62 acre +/ Community Park to be dedicated to the City for active recreation uses upon request of the City. This area shall be counted toward St. Joe's obligation under the Urban Services Agreement on an acre-for-acre basis. The City will use its best efforts to negotiate an agreement on shared-use facilities with schools located on MUEI-2 and MUEI-3, but the Community Park dedication shall not be contingent upon execution of such an agreement.
- b. The 62 acre +/ parcel shall be contiguous and, except for an existing stormwater management facility on the site, shall be exclusive of all easements and stormwater facilities for nonpark drainage.
- c. Paragraph b. is not intended to preclude the construction of joint stormwater management facilities for park and nonpark drainage on the site with the City's approval so long as such facilities are designed, constructed and located so as not to interfere with the active recreation use of the site. The Developer shall be responsible for any incremental design, construction, operation or maintenance costs of the joint facilities associated with nonpark drainage. If the Developer and the City are unable to agree on the concept or location of the joint stormwater management facilities, paragraph b. shall apply and nonpark drainage shall be accommodated outside of the 62-acre site in the adjacent open space buffer along Tram Road or other locations consistent with the approved SFMP and SESP.
- d. The remainder of St. Joe's obligation under the Urban Services Agreement to dedicate land for active recreation may be satisfied by offering to

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dedicate approximately 71 contiguous acres to the City for active recreation in conjunction with development of the remaining portion of the Southwood landholding in the Southeast Sector Planning area.

- e. In addition to active recreation area dedicated to the City and described in paragraph a., the project will include a daily-fee golf course, active recreation uses along the western edge of Central Park lake, tot lots and neighborhood recreation areas, and the passive recreation parks and other areas described as "open space" in the ADA and depicted on ADA Figure 26.1
- f. The Developer shall include neighborhood parks within approximately 2 mile of all residential areas of the DRI. Implementing PUDs and site plan | shall require the homeowner association(s) to be responsible for the ongoing maintenance of these parks. (For the purposes of using the 2 mile radius to locate sites, recreation facilities on school sites may be counted as neighborhood parks.)

18. Public Facilities

a. The Developer shall cause the dedication, at no cost to the City, of a 15-acre net buildable acre site to serve as a multi-faceted operational facility for public works and utilities in the vicinity of Southwood. The site shall be located south of Tram Road adjacent to the western boundary of the existing City spray field, and shall be dedicated upon written request and after construction funds for on-site development are included in the City's Five (5) Year Capital Improvements Budget. The Developer shall not be responsible for funding or providing other assistance for construction, operation or maintenance of such facility or for mitigation of any on-site or off-site impacts from such facility. The facility shall be buffered with landscaping mutually agreed upon by the City and the Developer at the City's expense.

Although the location has been generally agreed to, no Environmental and/or Zoning evaluation for the suitability of development of the property has been performed. The City will accept the responsibility for performing and evaluating the required environmental analysis. If during such evaluation the site is determined to be constrained by Environmental features, and/or Zoning issues, the Developer agrees to provide an alternate site, of equal size, mutually agreeable to the City.

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- b. Upon request of the City, the Developer shall cause to be donated to the City a site which contains a minimum 2.47 buildable acres at a location mutually agreed upon by the Developer and the City, to construct a multiuse public safety facility. The facility will house Fire Department personnel and apparatus, law enforcement offices, and space for emergency medical services, if they choose to have a unit at the facility. The Developer shall not be responsible for funding or providing other assistance for construction, operation or maintenance of such facility or for any mitigation for impacts from its development. The design and architectural vernacular for such facility shall be compatible with the architectural vernacular for Southwood. This site shall be located near the proposed Town Center in MUEI-4.
- The Developer shall reserve for dedication to the Leon County School C. Board a 40-acre site in MUEI-3 for an elementary or middle school and all of MUEI-1 for an elementary school, provided that the school board may elect instead to construct a pre-K-8 facility on either or both sites. Each site shall be transferred and dedicated to the Leon County School Board upon written request after construction funds for such school have been included in the school board's five year capital improvements program. The Developer shall not be responsible for financing the construction, operation or maintenance of such schools or any mitigation of impacts from the development of such schools. However, the Developer shall make water, sewer, roads, electrical and telecommunications infrastructure available at the property line of each site with the school board paying its pro rata share of costs for shared stormwater management. The design and architectural vernacular for the two schools shall be jointly determined by representatives of the school board, Tallahassee-Leon County Planning Department, and the Developer and shall be compatible with the architectural vernacular for Southwood. All schools shall be designed to a pedestrian scale and with safe, integrated access to the surrounding residential areas to promote walkability. School facilities shall be designed, sited and constructed to serve both the schools and the general public after hours and on weekends.
- d. Unless the County and the Leon County School Board agree to collocate a shared-use facility on school board lands in MUEI-1 or MUEI-3 to provide library services to both the general public and the public schools in Southwood, the Developer shall cause up to 2.5 acres in MUEI-4 to be dedicated to Leon County for establishment of a branch public library.

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Such dedication shall take place upon written request from the County after construction funds for such branch public library have been included in the County's Five-Year Capital Improvements Budget.

19. Open Space/Greenway Corridors

- a. The open space/greenway system (totaling 22% of the project area) required by the SESP is identified in Figure 26.1. The exact delineation of each portion of the open space/greenway system, based on field verification, shall be through the PUD Final Development Plan.
- b. The open space/greenway system may be privately owned and managed or be dedicated to the public by conveyance to the City or its designee. The Developer shall cause a conservation easement for preservation areas to be granted to the City or its designee. Paved trails shall not be allowed in preservation areas.
- c. The open space/greenway system shall be protected by easements. The Developer shall cause a conservation easement for each portion of the open space/greenway system to be granted no later than 30 days after approval of the PUD Final Development Plan for lands including that portion of the open space/greenway system.
- d. The Developer shall have management plans for the open space/greenway system approved by the City to protect the values for which these areas were designated. A management plan for each portion of the open space/greenway system shall be submitted for approval in conjunction with the application for the PUD Final Development Plan for lands including that portion of the open space/greenway system.
- e. As part of the management plan(s) for the open space/greenway corridor, the Developer shall ensure that a continuous trail is available from the northeast corner of the development to the southwest area of the development. This trail will connect to the Lafayette Heritage Trail to the north and to the St. Marks Trail to the south when and if those trails are extended to the DRI Property. The corridor should generally run from the northeast corner of the development to the North Park, then follow the drainage to Central Park and then to the Community Park. The general location of the trail network within the project is depicted on ADA Figure 26.1. The public shall have access to the trail in perpetuity. The Developer shall complete construction of the trail on or before December 31, 2010.

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f. Southwood shall comply with all applicable Tallahassee Environmental Management Regulations. Such regulations require certain minimum urban forest and landscaping requirements. Since Southwood has provided for a total open space/greenway system of 32% (which is 10% greater than what is required in the Southeast Sector Plan as well as the original Development Order) and has otherwise protected all conservation and preservation areas within the DRI Property, the Southwood DRI has hereby satisfied all urban forest and landscaping requirements of the Tallahassee Environmental Management Regulations for residential subdivisions with densities greater than four units per acre. For all other types of development, the Southwood DRI is hereby determined to have satisfied: (1) the 10% urban forest requirement set forth in the EMO; and (2) all landscaping requirements for the Town Center and Neighborhood Village Commercial districts. Development within all of the other districts on the DRI Property will be required to comply with the landscaping requirements set forth in the EMO. When non-residential subdivisions are proposed in the MUOC and MUI land use districts, a portion of said landscaping requirements may be provided in common area (outside of the individual lots) at the time a subdivision is reviewed and approved. Within these land use districts, all on-site landscaping requirements outlined in the EMO (e.g. vehicular use area landscape island requirements, vehicular use area lot perimeter landscaping requirements, etc.) must be met on each individual lot. However, the additional landscaping (above and beyond what is required on each individual site in order to meet the minimum 30% landscaping requirement for the overall subdivision) may be provided in common area.

20. Canopy Road Protection/Old St. Augustine Road

- a. The Developer shall dedicate a 200-foot-wide corridor centered on the centerline of Old St. Augustine Road between Capital Circle Southeast and the Urban Services Area boundary. Title to each portion of the dedicated corridor shall be transferred to the City upon adoption of an ordinance of voluntary annexation for such portion of the corridor. The Developer shall cause additional lands adjacent to the 200-foot-wide corridor to be preserved as set forth in the ADA for the purpose of protecting the canopy. Such additional lands may be dedicated to the City at the Developer's option.
- b. The area within the canopy road corridor may be used by the City for roadway and associated drainage and underground utility purposes only. Walking, jogging or bicycle pathways may be constructed but shall be

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restricted to a 70-foot-wide corridor from the centerline of Old St. Augustine Road, unless the pathways can be located within the additional lands adjacent to the 200-foot wide corridor to be preserved as set forth in the ADA for the purpose of protecting the canopy, and such location would be less intrusive to, or afford better protection of the canopy. If it is necessary to relocate fences, the City shall so relocate the fences at its own expense. No parking areas, pulloffs or driveways to adjacent uses are to be constructed within the corridor except as provided in the Southeast Sector Plan. Where pathways must be located outside the 70-foot-wide corridor in order to protect significant trees in the canopy, the Developer will grant variances to the City or County. To the extent possible, pathways constructed pursuant to a variance will be within a 100-foot-wide corridor centered on the centerline of Old St. Augustine Road.

- c. There shall be no overhead utility lines placed within the canopy road corridor which is parallel to Old St. Augustine Road except for utility lines in place on November 7, 1994, and utility lines required to serve outparcels adjacent to the roadway. Roadway lighting shall be provided by the City in such a way as to minimize damage to the tree canopy, including underground circuits where appropriate.
- d. One new north-south arterial roadway crossing of Old St. Augustine Road may be located between one-quarter and one-half mile west of Southwood Plantation Road. The location for the crossing shall be selected to minimize tree removal, especially canopy-quality oak trees. This north-south arterial shall be designed to facilitate north-south movement crossing Old St. Augustine; however, turning movements onto Old St. Augustine from this north-south arterial shall be restricted so as to minimize and limit the addition of traffic onto Old St. Augustine Road. Following the construction of the new north-south arterial roadway, and to further limit traffic impacts generated by the project on Old St. Augustine Road, the Developer will:
- (1) Request approval to realign the existing Southwood Plantation Road in LDR-3 so that it will connect with the new north-south arterial and, upon completion of such realignment, petition for abandonment of Southwood Plantation Road from the connection with the new north-south arterial roadway south to Old St. Augustine Road; and

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- (2) Request abandonment of the portion of existing Southwood Plantation Road on the east side of North Lake Park, from the proposed Orange Avenue extension south to the beginning point of the new north-south arterial.
- e. There shall be one new local street cut to provide access to property in LDR-1 on the north side of Old St. Augustine Road as provided in the Southeast Sector Plan. The location of said street shall be selected to minimize tree removal, especially canopy-quality oak trees.

21. Employment

The Developer shall coordinate future industrial, office and commercial users with local agencies which match underskilled or limited-opportunity individuals with the job market, and shall advertise available positions in appropriate places within low income areas.

22. Incorporation of SDA

The Developer shall submit eight (8) copies of the final SDA as approved by the City Commission to the Tallahassee-Leon County Planning Department. The Developer shall also submit one (1) copy to the ARPC and one (1) copy to DCA within 30 days of the effective date of this Development Order.

23. Annual Report

The Developer, or as applicable its grantees, lessees, successors or assigns, shall prepare and submit, or cause to be prepared and submitted, an Annual Report to the City Growth Management Department, the County Growth and Environmental Management Department, ARPC, DCA, Florida Department of Environmental Protection, Florida Department of Transportation, Northwest Florida Water Management District, Fish and Wildlife Conservation Commission, or successors to such agencies as determined by law, on April 1st of each year until the year after buildout of the entire project. The Annual Report shall include, at a minimum, a complete response to each question in the form provided by the Department of Community Affairs. The Annual Report shall also update the Developer's five year schedule of capital improvements that are needed for subsequent development; and affordable housing monitoring. Failure to file an Annual Report in a timely manner may result in the temporary suspension of this Development Order.

In addition, the Developer shall include the following information in each Annual Report: name or number of each plat receiving final approval during the preceding

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12 months with identification of those located in a "Pedestrian Primary Area" as designated in the PUD Concept Plan; name of each pod wholly or partially contained in each final plat; acreage of each residential land use category in each final plat; number of dwelling units of each residential land use category in each final plat; attained density for each residential land use category included within each final plat; cumulative acreage of each residential land use category included in a final plat; cumulative dwelling units of each residential land use category included in a final plat; and cumulative attained density for each residential land use category included in a final plat.

24. Recordation

- a. The Developer shall, within thirty (30) days of the effective date of this Development Order, record notice of the adoption of this Development Order in accordance with Sections 28.222 and 380.06(15)(f), F.S., with the Clerk of the Circuit Court of Leon County, Florida. Recordation of such notice shall not constitute or provide actual or constructive notice of lien, cloud or encumbrance of the DRI Property. The Developer shall record notice of any subsequent approved modifications to this Development Order in the same manner.
- A copy of this notice shall be forwarded to the City's Director of Growth Management within seven (7) days of its being recorded.
- c. The notice shall specify that this Development Order runs with the land and is binding on the Developer, its agents, lessees, successors, or assigns. Any contract or agreement for sale of those interest by the Developer for all or any part of the property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thereon:

THE PROPERTY DESCRIBED HEREIN IS PART OF THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF THE ST. JOE COMPANY. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF THE REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE

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DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE CITY OF TALLAHASSEE AND THE LEON COUNTY GROWTH MANAGEMENT DEPARTMENTS, OR AT THE OFFICE OF THE DEPARTMENT OF COMMUNITY AFFAIRS IN TALLAHASSEE, FLORIDA.

25. Impact Fee Credits.

This Development Order shall not preclude the City from requiring the payment of impact fees and/or other fees for development or construction within the Southwood DRI so long as such fees are assessed in accordance with a duly adopted ordinance and so long as such fees are charged for the same activities within the other incorporated areas of the City. Credits for contributions from the Developer for land for a public facility, or construction, expansion, or contribution of funds for land acquisition or construction or expansion of a public facility required by this Development Order to meet the same need that the impact fee would address shall be granted to the Developer on a dollar for dollar basis. Impact fee credits shall not be available to the Developer for right of way, engineering, construction and other costs for internal roads.

26. Community Development District.

The Developer has indicated it intends to petition the Florida Land and Water Adjudicatory Commission to form one or more Community Development Districts (CDDs) within the Project pursuant to Chapter 190, F.S. Any CDD established within the Southwood DRI may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain infrastructure, projects, systems and facilities as set forth in Section 190.012(1), F.S., including but not limited to any transportation improvement set forth in this Development Order, whether on site or off site. With respect to the provision of such infrastructure, projects, systems and facilities, the City agrees that the establishment of one or more CDDs meets the criteria set forth in Section 190.005(I)(e), F.S. If the Developer is required by this Development Order to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, F.S., then the CDD independently may satisfy such obligations. To the extent that any such obligation under this Development Order is deemed by the City to have been met or performed by the CDD, then such obligation shall be deemed to be satisfied and the Developer shall no longer be subject to such obligation.

B. <u>General Conditions</u>. This Development Order shall be subject to the following general conditions:

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- 1. The project buildout date for all development is December 31, 2027. The DRI termination and DRI Development Order expiration dates are also established as December 31, 2027. Neither the City nor County shall subject the development to down-zoning, unit density reduction, or intensity reduction until December 31, 2027, unless the Developer consents to such a change or it can be demonstrated that substantial changes in the conditions underlying approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly essential to the public health, safety or welfare.
- This Development Order runs with the land and is binding on the Developer, its agents, lessees, successors, or assigns.
- Physical development of the area embraced by the SDA shall conform to all standards and procedural provisions of applicable local government comprehensive plans, land development regulations and codes.
- All construction shall conform to all applicable covenants and restrictions running with the land not in conflict with the Comprehensive Plan, this Development Order, and other local restrictions.
- The local official responsible for monitoring the DRI for the City shall be the
 Director of Growth Management or his or her designee. Monitoring shall be
 accomplished through review of the subsequent development permits, the Annual
 Report, and on-site observations.
- 6. Physical development as defined by Section 380.04, F.S., shall commence within two (2) years of the effective date of this Development Order or this Development Order shall expire. If at any time, development ceases for a period of three (3) consecutive years, then this Development Order shall expire. However, these time periods shall be tolled during the period of any appeal pursuant to Section 380.07, F.S.
- No change shall be made to this Development Order or to the approved land uses
 unless the City has approved and authorized said change. Further review pursuant
 to Chapter 380, F.S., may be required if a change in the project occurs which
 constitutes a substantial deviation as defined in Section 380.06(19), F.S.
- All development on the property described in Exhibit A-1 shall be consistent with the ADA and the conditions and restrictions in this Development Order. Nothing herein shall prohibit or restrict the City or County from adopting new or modifying

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existing land development regulations and make same applicable to the Southwood DRI provided that these regulations do not adversely affect the density or intensity of development allowed within the DRI.

- The Developer may assign any of its obligations under this Development Order to a community development district to the extent allowed by law.
- 10. In the event that the Developer, its lessees, agents, successors, or assigns violates any of the conditions of this Development Order or otherwise fails to act in substantial compliance with this Development Order (hereinafter referred to as "Violator"), the City shall stay the effectiveness of this Development Order as to the DRI, tract, or portion of the tract, in which the violative activity or conduct has occurred. All further development permits, approvals and services for development in the said tract or portion of the tract shall be withheld upon passage of any appropriate resolution by the City, adopted in accordance with this section, upon a finding that such violation has occurred. The Violator shall be given written notice by the City that states:
 - a. The nature of the purported violation, and
 - A statement to the effect that unless the violation is cured within 15 days of b. said notice, the local government of jurisdiction shall hold a public hearing to consider the matter within 30 days of the date of said notice. In the event the violation is not curable in 15 days, the Violator's diligent, good faith efforts to cure the violation within a reasonable period shall obviate the need to hold a public hearing and this Development Order shall remain in full force and effect unless the Violator does not diligently pursue the curative action to completion within a reasonable time, in which event the City shall give 15 days notice to the Violator of its intention to stay the effectiveness of this Development Order and withhold further development permits, approvals and services as to the tract or portion of the tract in which the violation has occurred until the violation is cured. For purposes of this section, the word tract shall be defined to mean any area of development identified on the Southwood Master Plan, Exhibit C. In addition, the phrase portion of a tract means a division of a tract into more than one ownership or use as created by deed, plat, or lease.
- If development cannot occur as set forth in the Master Development Plan the Developer must file a notification of proposed change and comply with the provisions of section 380.06(19), F.S.

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Section 4. Severability.

It is declared to be the intent of the City that if any section, subsection, sentence, clause, or provision of this Development Order is held to be unconstitutional, inoperative, or void, such holdings of invalidity shall not affect remaining portions of this Development Order and it shall be construed to have been the legislative intent to pass this Development Order without such unconstitutional, inoperative, or void part herein, and the remainder after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Development Order or any provisions thereof shall be held inapplicable to any person, group or persons, property, kind of property, circumstances or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. Effective Date.

This Development Order, as restated and amended, shall take effect as provided by law and shall supersede and replace all prior development orders adopted pursuant to Section 380.06, F.S. If this Development Order is appealed pursuant to Section 380.07, F.S., the effectiveness of this Development Order shall be stayed until such time as all appeals have been withdrawn or finally resolved. The City Clerk shall send copies of this Development Order, within seven (7) calendar days of the date of approval, to DCA, the ARPC, and the Developer.

Section 6. Land Use and Environmental Dispute Resolution

Under the Florida Land Use and Environmental Dispute Resolution Act, Sec. 70.51, F.S. (Act), if the owner believes this Development Order is unreasonable or unfairly burdens the use of its land it may file a request for relief pursuant to City Commission Policy No. 414CP for Special Master Proceedings. Before the owner may seek relief under the Act, any appellate proceedings available under the City's Land Development Code must be exhausted. A request for relief under the Act must be filed within 30 days after the conclusion of the appellate proceedings or the expiration of 4 months. A copy of Policy No. 414CP is available at the City Attorney's Office, 2nd Floor, City Hall, 300 S. Adams Street, Tallahassee, FL 32301.

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	Originally Passed and Approved by the Ci Revisions Passed and Approved by the Ci	ty Commission on August 31, 2005. Ly Commission on January 25, 2012	Commented [PAS]: Need to update	1
		CITY OF TALLAHASSEE		
1		By:		
	ATTEST:	APPROVED AS TO FORM:		
ı	By:	By: Lewis E. ShelleyJames R. English City Attorney		

EXHIBIT B-1
SOUTHWOOD DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1999 - 2010) Phase 2a (2005 - 2027)		(2005 - 2027)	Phase 2b (2020 - 2027)		PROJECT TOTAL		
DRI LAND USES	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF
Residential(1)	F							
Single Family	455	1,048 DU	489	1,026 DU		Ť.	944	2,074 DU
Multi-Family	96	777 DU	274	1,919 DU			370	2,696 DU
SUBTOTAL	551	1,825 DU	763	2,945 DU			1,314	4,770 DU
Commercial (Wholesale, Retail and Service) (2)	149	287,000 GSF	<u>191</u>	500,000 GSF	197	12,502 GSF	537	799,502 GSF
Office (2)	120	500,000 GSF	191	150,000 GSF	197	1,544,117 GSF	508	2,194,117 GSF
Hotel (2)			191	170 rooms	197		388	170 rooms
Industrial			55	500,000 GSF	138	2,228,381 GSF	193	2,728,381 GSF
Educational/Institutional								
Educational	148	230,000 GSF		173,000 GSF	29		177	403,000 GSF
Institutional (3)								
SUBTOTAL		230,000 GSF						403,000 GSF
Recreation and Open Space								
Central Park (4)	125	f					125	
Community Park (5)	215						215	
North Park			36				36	
Golf Course & Clubhouse	214	ľ					214	
Other Open Space and Buffers (6)	772		25				797	
SUBTOTAL	1326		61				1.387	
TOTALS	2145		983		194		3,322	

Notes:

- 1. Single-family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
- Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods
 were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
- 3. Up to 31,000 GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space, at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
- 4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
- 5. Community Park includes 62 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.1.
- Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.

EXHIBIT B-2 SOUTHWOOD DRI PHASING PROGRAM

PHASE 1

if variation LSF-6 Large Lot Residential 14 LSF-8 Large Lot Residential 27 LSF-9 Large Lot Residential 53 LSF-10 Large Lot Residential 101 SUBTOTAL 195 LDR-6 Low Density Residential 23 Low Density Residential LDR-10 53 LDR-11 Low Density Residential 23 LDR-12 Low Density Residential 27 LDR-13a Low Density Residential 11 LDR-14 Low Density Residential 7 LDR-15 Low Density Residential 46 LDR-16 Low Density Residential 32 SUBTOTAL 222 MDR-6a Med. Density Residential 8 MDR-7 Med. Density Residential 24 MDR-8 Med. Density Residential 15 MDR-9 Med. Density Residential 5 MDR-12 Med. Density Residential 23 SUBTOTAL 75 TC-I Town Center(Mixed Use) 59 TC-2 Town Center(Mixed Use) 32 SUBTOTAL 91 MUOC-2 Office/Commercial 33 MUOC-4 Office/Commercial 22 MUOC-6 Office/Commercial 29 MUOC-7 Office/Commercial SUBTOTAL 88 MUEI-2 Educational/Institutional 53 MUEI-3 Educational/Institutional³ 86 MUEI-4 Educational/Institutional SUBTOTAL 148 REC Community Park 62 REC Central Park/Comm. Ctr. 22 REC Golf Course 214 SUBTOTAL 298 DEVELOPED

Notes:

1. Prior to commencement of Phase 2b, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantial deviation for review of transportation impacts only.

OPEN SPACE

TOTAL

- Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final suvey and platting.
- 3. Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.

1,117

1.028

2,145

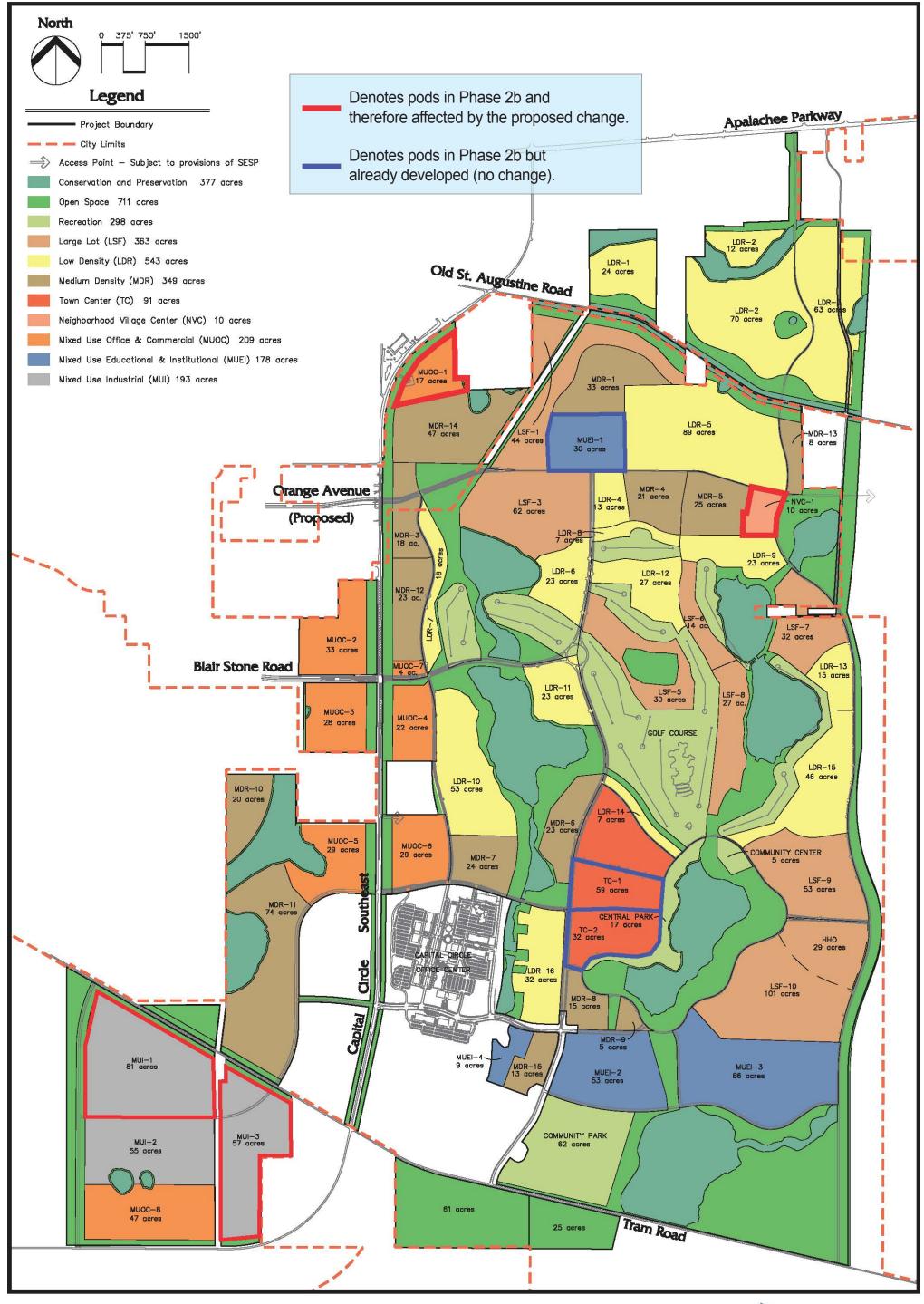
3. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.

PHASE 2a

1700	Non Justin	Vei:22402.
LSF-1	Large Lot Residential	44
LSF-3	Large Lot Residential	62
LSF-5	Large Lot Residential	30
LSF-7	Large Lot Residential	32
<u> </u>	SUBTOTAL	168
LDR-1	Low Density Residential	24
LDR-2	Low Density Residential	82
LDR-3	Low Density Residential	63
LDR-4	Low Density Residential	13
LDR-5	Low Density Residential	89
LDR-7	Low Density Residential	16
LDR-8	Low Density Residential	7
LDR-9	Low Density Residential	23
LDR-136	Low Density Residential	4
	SUBTOTAL	321
MDR-1	Med. Density Residential	33
MDR-3	Med. Density Residential	18
MDR-4	Med. Density Residential	21
MDR+5	Med. Density Residential	25
MDR-6b	Med. Density Residential	15
MDR-10	Med. Density Residential	20
MDR-11	Mcd. Density Residential	74
MDR-13	Med. Density Residential	8
MDR-14 MDR-15	Med. Density Residential	47
MDK-13	Med. Density Residential SUBTOTAL	13 274
	SOBIOTAL	274
TC-1*	Town Center(Mixed Use)	16
TC-2*	A	268 2
10-2	Town Center(Mixed Use) SUBTOTAL	16 32
	SOBIOTAL	34
MUOC-3	Office/Commercial	28
MUOC-5	Office/Commercial	
MUOC-8	Office/Commercial	29 47
111000-0	SUBTOTAL	104
	300.0112	- 204
MUI-2	Research & Development	55
101100000000000000000000000000000000000	SUBTOTAL	55
MUEI-23	Educational/Institutional	53
MUEI-3 ³	Educational/Institutional	86
and the same of	SUBTOTAL	139
	SOUTOTAL	137
PARK	North Park (Open Space)	36
escontanes (il	SUBTOTAL	36
	DEVELOPED45	922
	OPEN SPACE	61
	TOTAL	983

PHASE 261

1,5000	(II/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Acin Mer
TC-1 ⁴	Town Center(Mixed Use)	16
TC-2*	Town Center(Mixed Use) SUBTOTAL	16 32
NVC-1	Neighborhood Village Center SUBTOTAL	(0 10
MUOC-1	Office/Commercial SUBTOTAL	17 17
MUI-1 MUI-3	Research & Development Research & Development SUBTOTAL	81 57 138
MUEI-1	Educational/Institutional SUBTOTAL	29 29
	DEVELOPED'	194 194







July 5, 2017

PLACE
Growth Management Department
435 N Macomb Street
Tallahassee, Florida

To the Tallahassee-Leon Planning Department:

Upon review of the Administrative Change to the Southwood DRI Development Order, Apalachee Regional Planning Council finds that the proposed change creates no new impacts to facilities of regional importance.

As a technical assistance suggestion, St. Joe corporation is encouraged to consider new mobility opportunities that can provide increased access across residential and commercial/office units. Some facilities may include electric trams, bicycle sharing, and protected street crossings.

Sincerely,

Richard Fetchick, Regional Planner



MEMORANDUM

TO: Keith Burnsed, Development Administrator

City of Tallahassee Growth Management Department

FROM: Mary Jean Yarbrough, Senior Planner

Tallahassee-Leon County Planning Department

THROUGH: Russell Snyder, Administrator, Land Use Division

Tallahassee-Leon County Planning Department

DATE: July 14, 2017

SUBJECT: Consistency Review—Southwood Administrative Amendment

Southwood Minor Amendment

Southwood is a 3,322-acre mixed-use development located in the southeast area of the City of Tallahassee. Due to the size and scope of the Southwood development, it is a development of regional impact (DRI), pursuant to Florida Statutes, Chapter 380. The DRI development order (D.O.) for Southwood was adopted by the City of Tallahassee in 1999. This D.O. defines the plan of development of the Southwood DRI. In addition, the Southwood D.O. requires the developer to fund a number of infrastructure improvements.

Presently, the developer of the Southwood DRI is pursuing an administrative (minor) amendment to the Southwood DRI D.O. This change proposes the following changes to the Southwood D.O.

- Amend the phasing program to allow for Phase 2A entitlements to be used within the various parcels currently identified in 2B within Exhibit B-2.
- Amend the conversion allowance within the D.O. to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Staff finds the above described minor amendment to the integrated Development Order for the Southwood Development of Regional Impact consistent with Objective 10.1 [L] - Southeast Sector Plan and its implementing policies of the currently adopted Comprehensive Plan. However, with regards to the proposed change to the phasing program to allow for certain entitlements to be used within various parcels, any future changes (primarily to add residential uses) to the Mixed Use Industrial components within the PUD will be considered a major change and be required to go through the notice of proposed change (NOPC) process to the DRI.

Rick Scott



Cissy Proctor EXECUTIVE DIRECTOR

October 19, 2017

Abraham A. Prado, Director – Development The St. Joe Company 3251 Hemingway Boulevard Tallahassee, FL 32311

Re: Southwood Development of Regional Impact (DRI)

Proposed Change Pursuant to Section 380.06(19)(e)2.m., Florida Statutes

Dear Mr. Prado:

You have asked the Department of Economic Opportunity (DEO) for a determination of whether proposed changes to the Southwood DRI development order may be reviewed and adopted as non-substantial amendments without the need for filing a notification of proposed change (NOPC) pursuant to section 380.06(19)(e)2., Florida Statutes (F.S.). Your request includes a copy of a letter from the Apalachee Regional Planning Council stating that the proposed changes will not create new impacts to facilities of regional importance.

The proposed changes to the development order are:

- 1. Amend development order Exhibit B-2, Southwood Phasing Schedule, to add a footnote 6 to authorize uses approved in Phase 2a to be developed in Phase 2b. The buildout date for both phases is 2027. You advise that all impacts for Phase 2a development entitlements have been mitigated.
- 2. Amend development order Section 2.F. and Section 3.A.1.b. to require an updated traffic analysis and updated air quality analysis prior to commencement of development of Phase 2b <u>entitlements</u>, instead of requiring the updated analyses at the commencement of development of Phase 2b.
- 3. Amend development order Section 2.E. to add an unnumbered paragraph authorizing the developer to convert Multi-Family Residential, Commercial, and Office uses to up to 500 beds of Assisted Living/Continuing Care Facilities, establishing the conversion rates, and requiring that conversions be reported in the next required annual report. This particular proposed change is supported by a transportation analysis that confirms that the conversions, if they occur, will not result in additional peak hour trips on the regional road system. The traffic

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | www.floridajobs.org www.twitter.com/FLDEO | www.facebook.com/FLDEO

Attachment #5
Page 2 of 2
Abraham A. Prado
October 19, 2017
Page 2 of 2

analysis was accepted by the City of Tallahassee (City) in its review of the development order application.

Pursuant to section 380.06(10)(e)2.m., F.S., we have concluded that the proposed changes are similar in nature, impact, or character to the changes enumerated in sections 380.06(19)(e)2.a-l and that they do not create the likelihood of any additional regional impacts. The City may consider reviewing the proposed development order amendments pursuant to section 380.06(19)(e)2.m., F.S., without the applicant filing an NOPC. If the City approves the proposed amendments, a copy of the amended development order must be rendered to DEO as required by section 380.07, F.S.

Thank you for the opportunity to review these proposed changes. If you have any questions or concerns, please contact Sherry Spiers, Regional Planning Administrator, Bureau of Community Planning, by email at Sherry.Spiers2@deo.myflorida.com or by telephone at (850) 717-8499.

Sincerely,

James D. Stansbury, Chief

Bureau of Community Planning and Growth

JDS/ss

cc: Cherie Bryant, Director, Tallahassee-Leon County Planning Department

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, November 14, 2017, 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 a request for approval of an administrative amendment to the Southwood Development of Regional Impact (DRI) which the applicant asserts does not create a substantial deviation to the approved DRI, and to determine whether the proposed changes require further DRI review, as set forth in Chapter 380.06(19), Florida Statutes.

The applicant is requesting an amendment that is intended to accomplish two changes to the approved Southwood DRI. First, the applicant proposes to revise the Exhibit B-2 "Southwood DRI Phasing Program" to allow for Phase 2a entitlements to be used within the various parcels currently identified as Phase 2b within Exhibit B-2. The change would not grant the additional entitlements identified as Phase 2b in Exhibit B-1 to the DO, but rather would allow for already mitigated entitlements within Phase 2a to be allocated to these various parcels to facilitate development of these parcels. Development of the Phase 2b entitlements will continue to require an updated transportation analysis. Second, the applicant proposes to modify the conversion allowance for Assisted Living/Continuing Care Facilities. The applicant proposes to modify the conversion allowance within the DO to provide conversion factors and limits for assisted living and continuing care facilities developed within the DRI.

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 the proposed Southwood DRI Administrative Amendment 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 750 Tallahassee, Florida 32301

Advertise: October 30, 2017

Leon County Board of County Commissioners

Notes for Agenda Item #17

Leon County Board of County Commissioners

Agenda Item #17

November 14, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W. A. Thiele, County Attorney

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 4

(Animals) of the Code of Laws of Leon County, Florida

Review and Approval:	Vincent S. Long, County Administrator Herbert W. A. Thiele, County Attorney	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief of Emergency Medical Services	
Lead Staff/ Project Team:	Cara Aldridge, Director of Animal Control LaShawn Riggans, Assistant County Attorney	

Statement of Issue:

This agenda item requests the Board conduct the first and only public hearing amending Chapter 4 (Animals) of the Leon County Code of Laws related to the creation of an Animal Abuser Registry and to require the attended tethering of animals, with exceptions.

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 Ordinance amending Chapter 4 (Animals) of the Leon County Code of Laws (Attachment #1).

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 4 (Animals) of the Code of Laws of Leon County, Florida.

November 14, 2017

Page 2

Report and Discussion

Background:

At the July 11, 2017 meeting, the Board directed staff to draft an ordinance amendment for the creation and use of a County-wide Animal Abuser Registry with the City and to draft an ordinance amendment to require attended animal tethering, with exceptions. The purpose of this public hearing is to consider the ordinance amendments to effectuate the Board's direction.

Analysis:

Attachment #1 includes proposed amendments to the County's Animal Control Ordinance to address the creation of an Animal Abuser Registry and to require attended animal tethering (with exceptions). In summary:

Animal Abuser Registry: The Animal Abuser Registry serves as a method to increase awareness of animal abuse crimes. The registry facilitates the identification of offenders by entities and individuals offering animals for adoption or purchase so that they can make an informed decision regarding the transfer of animal ownership. To be placed on the registry, an individual must be convicted of an animal abuse offense as outlined in the ordinance. The registry will be posted on-line and maintained by the Clerk of the Circuit Court.

Unattended tethering: Under the County's current ordinance an animal may be tethered continuously from six months of age until the end of its life as long as the tethering restrictions are met and the animal is provided adequate food, water and shelter. The ordinance amendment provides for attended tethering with exceptions for hunting dogs, working dogs and other specific instances such as when the animal is at training, grooming, or boarding facility, in a shelter or at a veterinary office.

Modifying the County's ordinance to include these terms will result in improved quality of life of domestic animals and eliminate or reduce issues related to animal and public safety. The notice of Public Hearing was timely published in accordance with Florida Statutes (Attachment #2).

Options:

- 1. Conduct the first and only public hearing and adopt the Ordinance amending Chapter 4 (Animals) of the Leon County Code of Laws (Attachment #1).
- 2. Conduct the first and only public hearing and do not adopt the Ordinance amending Chapter 4 (Animals) of the Leon County Code of Laws (Attachment #1).
- 3. Board direction.

Recommendation:

Option #1.

Attachments:

- 1. Proposed Ordinance
- 2. Notice of Public Hearing

1	ORDINANCE NO. 17
2	
3	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF
4	LEON COUNTY, FLORIDA, AMENDING CHAPTER 4, ARTICLE II OF
5	THE LEON COUNTY CODE OF LAWS ENTITLED "ANIMAL
6	CONTROL," DIVISION 1. – GENERALLY; AMENDING SECTION 4-26,
7	DEFINITIONS; AMENDING SECTION 4-29, ENFORCEMENT
8	GENERALLY, PENALTIES; AMENDING SECTION 4-37, HUMANE
9	CARE REQUIRED; ADDING A NEW DIVISION TO BE ENTITLED
10	"ANIMAL ABUSER REGISTRY"; PROVIDING FOR CONFLICTS;
11	PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
12	DATE.
13	BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON
14 15	COUNTY, FLORIDA, that:
15 16	SECTION 1. Chapter 4, Article II, Division 1, of the Code of Laws of Leon County,
17	Florida, is hereby amended to read as follows:
18	
19	ARTICLE II. ANIMAL CONTROL
20 21	DIVISION 1. GENERALLY
22	21/10/01/1/ 02/12/12/2
23	Sec. 4-26 Definitions.
24 25 26	The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
27	***
28 29 30	Attended Tethering shall mean the confinement of an animal to a stationary or inanimate object as a means of confinement or restraint when the owner is outside and within visible range of the animal.
31	***
32 33 34	Running Stride shall mean the ability to run or trot in a forward motion with ease and efficiency of movement and without obstruction to provide exercise during the course of confinement.
35	***
36	Sec. 4-29 Enforcement generally; penalties.
37	***

- 1 (h) A mandatory court appearance does not have the option of paying the fine instead of appearing in court and shall be required for any of the following:
- Third and subsequent violations of this article, except as provided in section 4-29(g) (4), (5), (6), and (7).
- 5 (2) Third and subsequent violations which result in the destruction or loss of personal property.
- 7 (3) Second and subsequent violations which result in the unprovoked biting, wounding, or attacking of a domestic animal or person.
- 9 (4) Second or subsequent violations of sections 4-37, and 4-38 and 4-201.
- 10 (5) Violations of section 4-39.

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- Second and subsequent violation of any provision pertaining to dangerous or aggressive animals which does not result in injury to a person or domestic animal.
- Violation of any provision pertaining to dangerous or aggressive animals which results in injury to a person or domestic animal.
 - (i) Minimum civil penalties for violations of the article not otherwise listed above are as follows:

Code Section	Description of Violation	1st Violation	2nd Violation	3rd Violation and thereafter
4-34	Obstructing enforcement	\$50.00	\$100.00	\$250.00
4-35	Running at large	\$50.00	\$100.00	\$250.00
4-35	Running at large with the destruction or loss of personal property	\$100.00	\$250.00	\$500.00 and a mandatory court appearance.
4-35	Running at large with the unprovoked, biting, wounding or attacking of a domestic animal or person	\$450.00 (person) \$250.00 (animal)	\$500.00 thereafter and mandatory court appearance.	

4-36	Public nuisance prohibited	\$50.00	\$100.00	\$250.00
4-37	Humane care required	\$250.00	Thereafter \$500.00 and mandatory court appearance	
4-38	Animals in motor vehicles	\$250.00	Thereafter \$500.00 and mandatory court appearance	
4-39	Exploitation of animals prohibited	\$500.00 and mandatory court appearance		
4-40	Repeated invalid complaints	\$50.00	\$100.00	\$250.00
4-43	Removal of animal waste	\$50.00	\$100.00	\$250.00
4-44	Number of animals, acreage restrictions/excess animals habitats	\$50.00	\$100.00	\$250.00
4-45	Permit required for multiple pets	\$50.00	\$100.00	\$250.00
4-46	Prohibition on feeding feral animals	\$50.00	\$100.00	\$250.00
4-47	Dogs and cats offered for sale; health requirements	\$50.00	\$100.00	\$250.00
4-76	Rabies vaccination required	\$50.00	\$100.00	\$250.00

4-77	Animal bites	\$50.00	\$100.00	\$250.00
4-78	Potential rabies carriers	\$50.00	\$100.00	\$250.00
4-96 to 4-103	Violations which does not result in injury to a person or domestic animal	\$250.00	\$500.00 thereafter and mandatory court appearance.	
4-96 to 4-103	Violations which results in injury to a person or domestic animal.	\$500.00 and mandatory court appearance.		
4-201	Animal Abuser Registry	\$250.00	Thereafter \$500.00 and mandatory court appearance	

2 Sec. 4-37. - Humane care required.

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- (a) No owner shall fail to provide his or her animal with sufficient and wholesome food, proper shelter and protection from the weather at all times, veterinary care when needed to prevent suffering, sufficient exercise space, and humane care and treatment, including clean, sanitary, safe, humane conditions. The owner of an animal shall provide clean water for the animal in a sufficient quantity to maintain the animal in a healthy condition. Water shall be provided at all times in a stable container which is sized appropriately for the animal's species and breed. Animals kept outdoors shall be in a secure enclosure to include a fenced yard, kennel or run and the animal shall be provided with proper shelter within such enclosed area. The enclosure shall be large enough for each animal to achieve a running stride. It shall include a shaded area, either by natural or artificial means that is large enough to shade all animals in the enclosure without crowding throughout the day.
- No person shall overload, overwork, torture, or torment, deprive of necessary sustenance, beat, mutilate or inhumanely kill, or otherwise abuse any animal or cause or permit the same to be done.
- No person shall abandon any animal by forsaking the animal entirely or by neglecting or refusing to provide or perform the legal obligations for care and support of the animal.

- Any person who, as the operator of a motor vehicle, strikes a domesticated animal, should immediately report such incident to any law enforcement agency or to the division of animal control.
- Tethering. No person shall tether an animal to a stationary or inanimate object as a means of confinement or restraint unless such person is outside with the animal and the animal is at all times visible to such person. No person shall under any circumstances tether any animal in a manner that is injurious to the animal's health, safety and well-being. Proper and humane tethering includes, but is not limited to the following:
 - (1) Collars used to attach an animal should be comfortable and properly fitted. The use of choker collar or chain is prohibited.
 - (2) The tether shall not extend over an object or edge in such a manner that could result in strangulation of or injury to the animal. The length of the tether must be a minimum of six feet, or at least three times the length of the animal measured from the animal's nose to the base of its tail, whichever is greater, unless the tether is being used to secure the animal to the bed of an open vehicle or pick-up truck. The tether must have a swivel at both ends to prevent entanglement. Restraints should allow the animal to move about and lie down comfortably. Pulley, running line, or trolley systems must be at least 15 feet in length and less than seven feet above the ground.
 - (3) Tethering of an animal is prohibited during severe weather events and natural disasters such as flood, fires, tornadoes, hurricanes or blizzard.
 - (4) No animal shall be confined to a vacant or abandoned structure or vacant property.
 - (5) The weight or gauge of any tether or chain shall not be more than one-eighth of the animal's weight. Logging chains and vehicle tow chains are prohibited. No person shall add any weight to an animal collar, harness, chain or tether.
 - (6) The animal tethered must be at least six months of age. Puppies and kittens shall not be tethered.
 - (7) The animal tethered must not be sick or injured.

- 30 (f) Exceptions: Attended tethering is required except under the following circumstances:
 - (1) When actively engaging in conduct that is directly related to the business of shepherding or herding cattle or livestock or related to the business of cultivating agricultural products, as long as the restraint is reasonably necessary for the safety of the dog/animal.
 - (2) When participating in lawful activities such as hunting with a valid license issued by this state, or sporting events, field obedience training, field or water training, law enforcement training, veterinary treatment and or the pursuit of working or competing in these legal endeavors.
- When the animal is restrained in compliance with the requirements of a camping or recreational area.

(4) When the animal is restrained temporarily at a training facility, grooming facility, 1 commercial boarding facility, animal shelter or veterinary facility. 2 When using the dog at a dog training or performance event, including but not 3 (5) limited to, field trials and obedience trials where tethering does not occur for a 4 period exceeding seven (7) consecutive days. 5 When being cared for as part of a rescue operation during a natural or man-made 6 (6) disaster or during a state of emergency. 7 After taking possession of a stray and having notified Animal Control. (7) 8 9 (8) When being transported in a vehicle. (f)(g) Any person who commits any of the following acts shall be in violation of this section: 10 Baiting, breeding, training, transporting, selling, owning, possessing, or using any (1) 11 wild or domestic animal for the purpose of animal fighting or baiting; 12 Betting or wagering any money or other valuable consideration on the fighting or (2) 13 baiting of animals; 14 (3) Attending the fighting or baiting of animals; 15 (4) Owning, possessing, or selling equipment for the purpose of animal fighting or 16 baiting; 17 (5) Providing or allowing property for use in the housing, training, transport, fighting 18 or baiting of animals. 19 *** 20 21 **SECTION 2.** Chapter 4, Article II, of the Code of Laws of Leon County, Florida, is hereby amended by adding a Division 5, entitled, Animal Abuser Registry, which is to read as 22 23 follows: 24 DIVISION 5. – ANIMAL ABUSER REGISTRY Sec. 4-201. - Definitions. 25 The following words, terms and phrases, when used in this division, shall have the 26 meanings ascribed to them in this section, except where the context clearly indicates a different 27 meaning: 28 29 Abuser shall mean any persons 18 years of age, including a juvenile tried as an adult, who have been adjudicated guilty or convicted of a criminal animal abuse offense in Leon County 30 Florida. 31 Animal Abuse Offense shall mean conviction of one or more of the following offenses: 32 33 **(1)** Cruelty to animals under Section 828.12 Florida Statues (2) Fighting or baiting animals under Section 828.122 Florida Statues 34

(3) Killing a dog or cat with the intent to sell or give away its pelt under Section 1 2 828.123, Florida Statutes 3 (4) Killing or aggravated abuse of horse or cattle under Section 828.125, Florida Statutes 4 5 (5) Sexual activities involving animals under Section 828.126, Florida Statutes 6 (6) Confinement of animals without sufficient food, water, or exercise or abandonment of animals under Section 828.13, Florida Statutes. 7 8 Animal Abuser Registry shall mean the on-line or publicly available registry established by this ordinance for listing an Abuser. 9 10 Conviction shall mean a determination of guilt, with regards to one or more of the applicable Animal Abuse Offenses, as the result of a trial or the entry of a plea of guilty or nolo 11 contendere, regardless of whether adjudication is withheld. 12 Pet Dealer shall mean any person, firm partnership, corporation, or other association 13 which, in the ordinary course of business, engages in the sale, exchange, adoption or transfer of 14 ownership of animals. 15 Registrant shall mean a person who has committed specified crimes against animals 16 qualifying them to be listed on the Animal Abuse Registry. 17 Sec. 4-202. – Animal Abuser Registry. 18 Leon County shall post a publicly accessible, on-line Animal Abuser Registry. The 19 Animal Abuser Registry shall be maintained by the County or its agent, shall be listed on 20 the County website and may contain links to other Animal Abuser Registries to be used 21 as an informational resource by Pet Dealers. The County may promulgate internal 22 policies and procedures from time to time, necessary for the implementation or 23 amendment of the Animal Abuser Registry. 24 The Animal Abuser Registry shall include a photograph of the convicted Abuser, the 25 Abuser's full legal name, address, date of birth, offenses convicted of, conviction date, 26 date the listing will expire from the Animal Abuser Registry, a photograph taken of the 27 convicted Abuser as part of the booking process and any other identifying data necessary 28 to properly identify the Abuser and to exclude innocent Persons. 29 30 The Animal Abuser Registry shall not include the Abuser's social security (1) number, driver license number, or any other state or federal identification number. 31 The Animal Abuser Registry shall not include records that are protected under 32 (2) Florida Statute 119.071. 33 The Animal Abuser Registry shall contain the required information about each particular 34 Abuser, for a period of five (5) years following his or her release from incarceration or, if 35 not incarcerated, from the date of the judgment of conviction. 36

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(d)

The County will make every effort to ensure that the information contained in the Animal

Abuser Registry is accurate and complete. However, the County may rely on other sources for the information. As a result, the County makes no express or implied

- guarantee concerning the accuracy or completeness of any of the data in the Animal
 Abuser Registry.
- 1 It shall be the responsibility of the Registrant to initiate removal of his or her name or correct any other information listed in the Animal Abuser Registry by providing verified documentation to the Director of Leon County Animal Control if the Registrant believes their information contained in the Animal Abuser Registry is in error.
- 8 (2) In order to appeal inclusion on the Animal Abuser Registry, the Registrant shall
 9 provide the Director of Leon County Animal Control with verified documentation
 10 of the record of the offense that has been sealed or expunged or of the successful
 11 appeal of conviction.
- 12 (3) The Director of Leon County Animal Control shall review the information within
 13 thirty (30) days of receipt and shall render a decision in writing on whether the
 14 information listed on the Animal Abuser Registry shall be removed or revised.
 - (4) If the Director of Leon County Animal Control determines the Registrant or related information should not be listed on the Animal Abuser Registry, the information for that individual shall be removed from the Animal Abuser Registry within ten (10) business days following notification.
- 19 (e) Every Registrant shall provide updated information within ten (10) business days of any
 20 change in residential address and/or upon any official name change. Failure of the
 21 Registrant to provide updated information may result in the issuance of a citation in
 22 accordance with Section 4-29 of this ordinance.
- 23 (f) A Person who has been determined by a court to be unfit to have custody of animals
 24 pursuant to Section 828.073, Florida Statues, shall also be bound by the determinations of
 25 the court if that determination was made pursuant to the same underlying facts resulting
 26 in the criminal conviction that requires them to be listed in the Animal Abuser Registry.
- 27 (g) Pet Dealers located within Leon County are strongly encouraged to consult the Animal
 28 Abuser Registry before transferring, selling or otherwise conveying ownership of an
 29 animal to determine if the prospective owner is listed on the Animal Abuser Registry. If
 30 the prospective owner is listed on the Animal Abuser Registry, Pet Dealers should
 31 exercise caution when evaluating whether to transfer, sell or otherwise convey an animal
 32 to an Abuser, and may voluntarily decline to transfer, sell or otherwise convey the animal
 33 to the Abuser.
- 34 <u>Sec. 4-203 4-215. Reserved.</u>

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- 35 **SECTION 3. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.
- 38 <u>SECTION 4.</u> Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such

1	portion or words shall be deemed a separate	and independent provision and such holding shall
2	not affect the validity of the remaining portion	s thereof.
3	•	
4	SECTION 5. Effective date. This Or	dinance shall have effect upon becoming law.
5		
6	DULY PASSED AND ADOPTED B	Y the Board of County Commissioners of Leon
7	County, Florida this day of	, 2017.
8		
9		LEON COUNTY, FLORIDA
10		
11		_
12		By: John Daily, Chairman
13		
14		Board of County Commissioners
15	ATTECTED DV.	
16	ATTESTED BY:	
17	GWEN MARSHALL,	MDTD OLLED
18 19	CLERK OF THE CIRCUIT COURT AND COLEON COUNTY, FLORIDA	JWIP I KULLEK
20	LEON COUNTT, PLONIDA	
21		
22	By:	
23	Бу	
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25	APPROVED AS TO FORM:	
26	COUNTY ATTORNEY'S OFFICE	
27	LEON COUNTY, FLORIDA	
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30	By:	
31	HERBERT W.A. THIELE, ESQ.	
32	COUNTY ATTORNEY	
22		

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, November 14, 2017, 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 4, ARTICLE II OF THE LEON COUNTY CODE OF LAWS ENTITLED "ANIMAL CONTROL," DIVISION 1. – GENERALLY; AMENDING SECTION 4-26, DEFINITIONS; AMENDING SECTION 4-29, ENFORCEMENT GENERALLY, PENALTIES; AMENDING SECTION 4-37, HUMANE CARE REQUIRED; ADDING A NEW DIVISION TO BE ENTITLED "ANIMAL ABUSER REGISTRY"; 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 750 Tallahassee, Florida 32301

Advertise: November 4, 2017