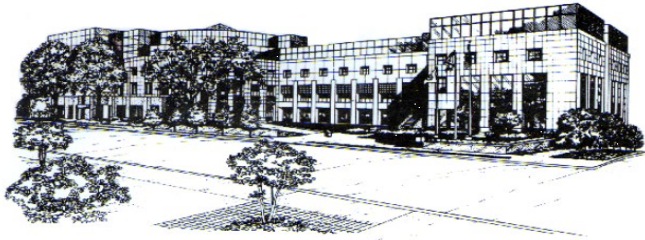


# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA REGULAR MEETING

Tuesday, March 9, 2021  
3:00 p.m.

Leon County Courthouse, Commission Chambers, 5<sup>th</sup> Floor  
301 South Monroe Street Tallahassee, FL 32301



### *COUNTY COMMISSIONERS*

Rick Minor, Chairman  
District 3

Bill Proctor, Vice Chair  
District 1

Carolyn D. Cummings  
At-Large I

Kristin Dozier  
District 5

Jimbo Jackson  
District 2

Nick Maddox  
At-Large II

Brian Welch  
District 4

Vincent S. Long  
County Administrator

Chasity H. O'Steen  
County Attorney

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The Leon County Commission typically holds regular meetings on the second Tuesday of each month and workshops are held on the fourth Tuesday of the month. Regularly scheduled meetings are held at 3:00 p.m. and workshops are held at 1:00 p.m. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission meeting agendas and minutes are available on the County Home Page at: [www.leoncountvfl.gov](http://www.leoncountvfl.gov). The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page, [YouTube](#) channel, [Twitter](#), and the County's [web site](#).

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

In accordance with 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.leoncountvfl.gov/ADA](http://www.leoncountvfl.gov/ADA).

# Board of County Commissioners

Leon County, Florida

## Agenda

Regular Public Meeting

Tuesday, March 9, 2021, 3:00 p.m.

Leon County Courthouse, Commission Chambers, 5th Floor  
1301 S. Monroe Street Tallahassee, Florida 32301

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The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page, [YouTube](#) channel, [Twitter](#) and [web site](#).

Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming meeting may share public comment by using one of the following three options:

- In-person at the meeting; or
- Register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>. Citizens wishing to comment during the meeting must register by 8 p.m. on the day before the meeting to provide County staff sufficient time to provide instructions to citizens for comment during the meeting; or
- Written comments via online submission prior to the meeting using the following link <https://leoncountyfl.gov/PublicComments>. Written comments should be submitted by 8 p.m. on the day before the meeting in order for the written comments to be distributed to the County Commission prior to the meeting. Written comments submitted after the 8 p.m. deadline on the day before the meeting (up until 1 p.m. the day of the meeting) will be provided to the Commissioners but the County cannot guarantee that the Commissioners will have adequate time to review those comments prior to the meeting. All written comments will be added to the official record and posted on the County webpage.

Anyone needing assistance with submitting comments for the official record may contact County Administration via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov) or via phone at 850-606-5300.

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

Face coverings are required to be worn inside the Leon County Courthouse. Capacity inside the chambers is limited to allow adequate room for physical distancing. Overflow space will be set up if needed.

### **INVOCATION & PLEDGE OF ALLEGIANCE**

Invocation and Pledge of Allegiance by Commissioner Bill Proctor.

### **AWARDS AND PRESENTATIONS**

- Coronavirus Disease 2019 (COVID-19) Update  
*(Vincent S. Long, County Administrator and Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County)*



**CONSENT**

1. Minutes: October 27, 2020 Legislative Workshop and December 8, 2020 Regular Meeting  
*(Clerk of Court)*
2. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
3. Commissioner Appointments to the Contractors Licensing Board  
*(County Administrator/ County Administration)*
4. Resolution in Support of Regional Planning Councils  
*(County Administrator/ County Administration)*
5. Status Report on Legal Resources Available to Assist Low-Income Minorities with Resolving Real Property Title Issues and Identifying Options for Developing or Conveying Their Property  
*(County Attorney)*
6. Amendments to the Tallahassee-Leon County Planning Commission Bylaws  
*(County Attorney/ County Administrator/ PLACE/ Planning)*
7. Indemnification Agreement with K and S Food Mart, Inc., for Inland Food Store #386 Site Conditional Closure  
*(County Attorney/ County Administrator/ Public Works)*
8. Status Report on Updates to the Temporary Cold Night Shelter Activation Process Codified in the Comprehensive Emergency Management Plan  
*(County Administrator/ Human Services and Community Partnership/ Emergency Management)*
9. Agreement for Acquisition and Full Compensation in the Eminent Domain Acquisition of Parcel 100, 4526 Maylor Road, for the Maylor Road Accessibility and Drainage Improvement Project  
*(County Administrator/ County Attorney/ Office of Financial Stewardship/ Real Estate)*
10. Florida Department of Environmental Protection Waste Tire Amnesty Event Grant  
*(County Administrator/ Public Works)*
11. Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase 1  
*(County Administrator/ Public Works)*
12. Memorandum of Understanding with the Tallahassee Mountain Bike Association for Maintenance of Trails  
*(County Administrator/ Office of Resource Stewardship/ Parks & Recreation)*

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

13. Status Report on Broadband Access in Rural Communities  
*(County Administrator/ County Administration)*
14. Annual 2020 Tallahassee-Leon County Board of Adjustment and Appeals Report  
*(County Administrator/ Development Support & Environmental Management)*
15. Annual 2020 Supervised Pretrial Release Program Report  
*(County Administrator/ Office of Intervention & Detention Alternatives)*

**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.

*Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming meeting may:*

- *Provide in-person comments during the meeting; or*
- *Submit their written comments prior to the meeting using the following link <https://leoncountyfl.gov/PublicComments>; or*
- *Register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>*

**GENERAL BUSINESS**

16. Leon County Sheriff's Office Real Time Crime Center Project  
*(County Administrator/ County Administration)*
17. Setting of the FY 2021 Maximum Discretionary Funding Levels for Outside Agencies Including the Community Human Services Partnership  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
18. CESC Inc.-Kearney Center COVID-19 Funding Reallocation  
*(County Administrator/ Human Services and Community Partnership)*
19. Agreement with Marpan Recycling, LLC for Single-Stream Recycling Services  
*(County Administrator/ County Administration/ Office of Resource Stewardship)*
20. Funding Request from the Children's Home Society of Florida Big Bend Region, on behalf of Sabal Palm Elementary Community Partner School  
*(County Administrator/ Office of Financial Stewardship/ Human Services & Community Partnerships)*
21. Five-Year Maintenance Agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc.  
*(County Administrator/ Office of Information Technology)*
22. Full Board Appointment to the Affordable Housing Advisory Committee and a Status Report on the Collaboration between the County and City Affordable Housing Advisory Committees  
*(County Administrator/ County Administration/ Human Services & Community Partnerships)*
23. Full Board Appointment to the Board of Adjustments and Appeals  
*(County Administrator/ County Administration)*

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

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

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- none

**ADJOURN**

*The next workshop meetings of the Board of County Commissioners are tentatively scheduled for  
**Tuesday, March 23, 2020 at 1:00 p.m. & 3:00 p.m.***

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for  
**Tuesday, April 13, 2020 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 contact the Board Secretary  
or visit the County Clerk website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov)**

## PUBLIC NOTICE

### Leon County Board of County Commissioners 2021 Tentative Meeting Schedule

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

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting</b>
<b>January 25</b>	Monday	9:00 a.m.	Board Retreat
<b>January 26</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 16</b>	Tuesday	3:30 p.m.	Regular Board Meeting
<b>March 9</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>March 23</b>	Tuesday	1:00 p.m.	Joint County/City Workshop on Comprehensive Plan Amendments
<b>April 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 13</b>	Tuesday	6:00 p.m.	Joint Transmittal Hearing on the 2021 Cycle Comprehensive Plan Amendments
<b>April 27</b>	Tuesday	9:00 a.m.	Budget Workshop
<b>May 11</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 25</b>	Tuesday		Meeting and/or Workshop (TBD)
<b>June 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>June 8</b>	Tuesday	6:00 p.m.	Joint Adoption Hearing on 2021 Cycle Comprehensive Plan Amendments
<b>June 22</b>	Tuesday	9:00 a.m.	Budget Workshop
<b>July 13</b>	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
<b>July 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 14</b>	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
<b>September 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 28</b>	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
<b>October 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 26</b>	Tuesday		Meeting and/or Workshop (TBD)
<b>November 9</b>	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
<b>December 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting

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

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2021 Tentative Meeting Schedule**

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>January 2021</b>	<b>Friday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<i>Thursday 7 &amp; Friday 8</i>		<i>FAC Advanced County Commissioner I Program Session 5</i>
	<b>Tuesday 12</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 18</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 19	9:00 a.m. <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency Retreat / Workshop – City Commission Chambers</del>
		5:00 p.m.	Leon County Legislative Delegation Meeting Virtual Meeting
	<i>Thursday 21 – Friday 22</i>		<i>FAC Advanced County Commissioner II Program Session 6</i>
	Monday 25	9:00 a.m.	Board Retreat FSU Dodd Hall, Heritage Museum
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First of Two Public Hearings to Consider a Development Agreement Between Leon County and Pepe Silvia Group, LLC
		6:00 p.m.	First & Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 5 of Leon County Code of Laws Entitled “Building and Construction Regulations”
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management” and also Amending Section 10 1.101 Entitled “Definitions” and Section 10-4.303 Entitled “Stormwater Management Design Standards”
<b>February 2021</b>	<i>Thursday 4 &amp; Friday 5</i>		<i>FAC Advanced County Commissioner I Program Session 6</i>
	<del>Tuesday 9</del>	<del>3:00 p.m. Rescheduled to 2/16</del>	<del>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
		<del>6:00 p.m. cancelled</del>	<del>First and Only Public Hearing on the 7th Amendment to the Southwood DRI Development Order</del>
	Tuesday 16	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 16	<b>3:30 p.m.</b>	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing to Consider a Development Agreement Between Leon County and Pepe Silvia Group, LLC
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential-3 (OR-3) to the Single Family Detached Residential (R-2) Zoning District (S.W. corner of Parklawn Ct. and Blountstown St.)
		6:00 p.m.	First and Only Public Hearing to Consider Adopting a Resolution Abolishing the Leon County Health Facilities
		6:00 p.m.	First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee Leon County Comprehensive Plan Capital Improvements Schedule

Month	Day	Time	Meeting Type	
<b>February 2021 (cont.)</b>	Thursday 18	1:00 p.m.	Blueprint Intergovernmental Agency Strategic Plan Workshop City Commission Chambers	
		3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers	
	<i>Thursday 18 – Friday 19</i>		<i>FAC Advanced County Commissioner II Program Session 7</i>	
	<del>Saturday 20 – Wednesday 24</del>	<del>Cancelled - Changed to Virtual Conference 3/8-26</del>	<del>NACO Legislative Conference Washington, D.C.</del>	
<b>March 2021</b>	<i>Thursday 4 &amp; Friday 5</i>		<i>FAC Advanced County Commissioner I Program Session 7</i>	
	<del><b>Monday 8 – Friday 26</b></del>		<del><b><u>NACO 2021 Virtual Legislative Conference</u></b></del>	
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
	Tuesday 16	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers	
	<i>Tuesday 16</i>		<i>FAC Ethics, Public Records &amp; Sunshine Law Course</i>	
	<i>Wednesday 17</i>	7:30 a.m.	<i>FAC Legislative Day Tallahassee, FL</i>	
	<i>Thursday 18 – Friday 19</i>		<i>FAC New Commissioner / Structure &amp; Authority Class and Commissioners Roles &amp; Responsibilities Class</i>	
	<i>Thursday 18 – Friday 19</i>		<i>FAC Advanced County Commissioner II Program Session 8</i>	
	Tuesday 23	1:00 p.m.	Joint County/City Workshop on the 2021 Cycle Comprehensive Plan Amendments	
		3:00 p.m.	Workshop on Affordable Housing Initiatives County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
	<b>April 2021</b>	<i>Thursday 1 &amp; Friday 2</i>		<i>FAC Advanced County Commissioner I Program Session 8</i>
		Thursday 8	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
		Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint County/City Transmittal Hearing on Cycle 2021 Comprehensive Plan Amendments	
Tuesday 20		1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers	
Tuesday 27		9:00 a.m.	Budget Policy Workshop County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
		<b>TBD</b>		Honor Flight Tallahassee
<b>May 2021</b>	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
		<b>6:00 p.m.</b>	<b><u>First and Only Public Hearing to Consider Adopting an Ordinance Amending Leon County's Fertilizer Ordinance</u></b>	
	Tuesday 18	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers	
		<b>Thursday 20</b>	<b>Offices Closed</b>	<b>EMANCIPATON DAY</b>
	Tuesday 25	3:00 p.m.	Meeting and/or Workshop (to be determined) County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
	Thursday 27	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop City Commission Chambers	



Month	Day	Time	Meeting Type
<b>May 2021 (cont.)</b>	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	<b>Monday 31</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
<b>June 2021</b>	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Joint County/City Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments
	Tuesday 15	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 22	9:00 a.m.	Budget Workshop County Courthouse, 5th Floor Commission Chambers
	<i>Tuesday 29 - Friday July 2</i>		<i>FAC Annual Conference &amp; Educational Exposition Orange County; Orlando, FL</i>
	<b>July 2021</b>	<b>Monday 5</b>	<b>Offices Closed</b>
	Tuesday 13	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 15	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	<i>Friday 16 - Monday 19</i>		<i>NACo Annual Conference Travis County / Austin, Texas</i>
	<b>Tuesday 27</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday – Saturday TBD</i>		<i>National Urban League Annual Conference</i>
<b>August 2021</b>	<i>Friday 13 - Sunday 15</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
<b>September 2021</b>	<b>Monday 6</b>	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21*
	<b><u>Tuesday 21- Wednesday 22</u></b>		<b><u>FAC Innovation &amp; Policy Conference Palm Beach County</u></b>
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Thursday 23	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 20/21*
	Wednesday – Sunday <b>TBD</b>	<i>typically mid- September</i>	<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
<b>*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings</b>			
<b>October 2021</b>	<i>Sunday 3 – Wednesday 6</i>		<i>ICMA Annual Conference Multnomah County - Portland, Oregon</i>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – City Commission Chambers

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>October 2021 (cont.)</b>	Tuesday 26		Meeting and/or Workshop (to be determined) County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2021</b>	Tuesday 9	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 16	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	<u>Wednesday - 17</u> <u>Friday 19</u>		<u><b>FAC Legislative Conference</b></u> <u><b>Walton County</b></u>
	<b>Thursday 25</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 27</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
<b>December 2021</b>	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	<b>Friday 24</b>	<b>Offices Closed</b>	<b>CHRISTMAS EVE</b>
	<b>Friday 31</b>	<b>Offices Closed</b>	<b>NEW YEAR'S EVE</b>
<b>January 2022</b>	<b>Tuesday 11</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 17</b>		<b>MARTIN LUTHER KING, JR. DAY</b>

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

[leoncountyfl.gov/committees](http://leoncountyfl.gov/committees)

### **CURRENT VACANCIES**

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

Board of County Commissioners (2 appointments)

Seats available for the following categories:

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

#### **Animal Classification Committee**

Board of County Commissioners (1 appointment) – Licensed Veterinarian

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

Board of County Commissioners (2 appointments)

#### **Contractors Licensing & Examination Board**

Commissioner - District IV: Welch, Brian (1 appointment)

#### **Public Safety Coordinating Council**

BOCC Chairman: Rick Minor (2 appointments)

Seats available in the following category:

- k. Representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms.

### **UPCOMING VACANCIES**

#### **MARCH 31, 2021**

#### **Contractors Licensing & Examination Board**

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner - District III: Rick Minor (1 appointment)

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

#### **APRIL 30, 2021**

#### **Tallahassee Sports Council**

Board of County Commissioners (2 appointments)

#### **Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee**

Board of County Commissioners (2 appointments)

Chambers of Commerce (3 appointments)

#### **Value Adjustment Board**

Board of County Commissioners (1 appointment)

**JUNE 30, 2021**

**Architectural Review Board**

Board of County Commissioners (3 appointments)

**CareerSource Capital Region Board**

Board of County Commissioners (2 appointments)

**Planning Commission**

Board of County Commissioners (1 appointment)

**JULY 31, 2021**

**Code Enforcement Board**

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner - District III: Rick Minor (1 appointment)

Commissioner - District IV: Brian Welch (1 appointment)

Commissioner - District V: Kristin Dozier (1 appointment)

**Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

**Water Resources Committee**

Commissioner - District V: Kristin Dozier (1 appointment)

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

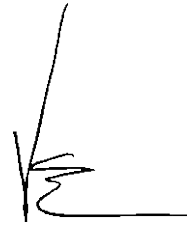
## Agenda Item #1

March 9, 2021

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

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

**Title:** Minutes: October 27, 2020 Legislative Workshop; December 8, 2020 Regular Meeting



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Kimberly M. Wilder, Finance Director, Clerk of Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Beryl Wood, Clerk to the Board

### Statement of Issue:

This item seeks Board review and approval of the following minutes: October 27, 2020 Legislative Workshop and December 8, 2020 Regular Meeting.

### Fiscal Impact:

This item has no fiscal impact.

### Staff Recommendation:

Option #1: Approve the minutes of October 27, 2020 Legislative Workshop and December 8, 2020 Regular Meeting.

### Attachments:

1. October 27, 2020 Legislative Workshop minutes
2. December 8, 2020 Regular Meeting minutes



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
WORKSHOP  
2021 State & Federal  
Legislative Priorities  
October 27, 2020**

The Leon County Board of County Commissioners met for a Workshop on the 2021 State & Federal Legislative Priorities on Tuesday, October 27, 2020 at 3:00 p.m.

Present were Chairman Bryan Desloge, Vice-Chairman Rick Minor and Commissioners Mary Ann Lindley, Nick Maddox, Jimbo Jackson, Bill Proctor, and Kristen Dozier. Also present were County Administrator Vincent Long, County Attorney Chasity O'Steen and Clerk to the Board Beryl H. Wood.

Facilitator(s): Andrew Johnson, Assistant to the County Administrator  
Nicki Paden, County Administrator Office, Management Analyst  
Jeff Sharkey and Taylor Biehl, Capitol Alliance Group  
Sarah Vilms and Victoria Cram, Squire Patton Boggs

County Administrator Long introduced the workshop and presented Andrew Johnson to make staff's presentation.

Mr. Johnson shared that the workshop is held annually to offer the Board an opportunity to develop its priorities for the upcoming legislative session. He indicated that the lobbying teams would provide the Board a synopsis of the upcoming state and federal legislative sessions. He shared along with himself that Ms. Paden would then provide an overview of ten legislative appropriation requests, fifteen projects for potential grant funding, five state-level legislative policy issues, and four federal policy issues proposed for the 2021 state and federal legislative sessions including the second session of the 117<sup>th</sup> Congress.

The State Legislative Policy issues for the consideration by the Commissioners are:

- Protection of the State Workforce
- Local Option High Impact Tourist Development Tax
- Removal of Racially Restrictive Covenants from Recording Documents
- Tobacco 21
- Amtrak Passenger Rail Restoration
- Public Safety on College and University Campuses
- Support Florida Association of Counties Legislative Programs

Four new State Policy Issues have been introduced:

- County Health Department Structure
  - Support Legislation requiring a study to review and identify recommendations for establishing an independent statewide public health agency.
- Monument to Confederate Soldiers from Leon County at the Florida Capitol Complex
  - Support legislation requiring the relocation of the Confederate monument that is currently located at the State of Florida Capitol Complex.
- Establish Florida's Emancipation Day as a State Holiday
  - Support legislation establishing May 20<sup>th</sup>, Florida's Emancipation Day, as a state holiday.

- Medicaid Expansion
  - Support the expansion of the Medicaid program in Florida to provide coverage eligibility for adults under the age of 65 with incomes up to 138% of federal poverty guidelines.

**Table 1: Proposed 2021 Legislative Funding Requests**

Request	Amount Request	Project Phase
Backup Generator – Secondary Special Needs Shelter	\$150,000	Capital/Fixed Assets
Backup Generators – Branch Libraries and Community Centers	\$500,000	Capital/Fixed Assets
Leon Works Expo and Junior Apprenticeship	\$50,000	Program Funding
Historic Amtrak Station Repairs and Renovation	\$500,000	Construction
Old Plank Road Drainage Project	\$400,000	Construction
Baum Road Drainage Project	\$375,000	Construction
Fords Arm/Timberlane Tributary Restoration	\$250,000	Construction
Fred George Wetland Restoration	\$300,000	Construction

Dr. Jeffrey Sharkey, Capital Alliance Group, stated that there have been two main issues that the Governor’s office has been concerned with: COVID and the 2020 Presidential Election. Governor DeSantis’s plan for reopening has led to many businesses reopening. He shared COVID-19 numbers have been rising in parts of the state, but the Governor has not indicated if the state will go back to Phase 2 in the future. The Constitutional Amendments that are trending well at the moment include the \$15 minimum wage and the Open Primary Elections.

Commissioner Lindley asked about the financial requirements of the County Health Department Structure. County Administrator Long stated that the need for a designated county health department has been highlighted through this pandemic. There are models in other states that can be useful when determining the structure of county level health departments.

Commissioner Lindley asked if the county would have a referendum on the High Impact Tourism Tax. Andy Johnson stated that the vote needed would be a super majority.

Commissioner Proctor noted that the County Administrator did not need to apologize for the idea of a county level health department. Given the situation, health entities are needed. He asked if the Governor will introduce a penalization of protest bill when session starts.

- Mr. Sharkey has noted that Governor DeSantis has been very outspoken on this issue. Commissioner Proctor stated that the County should have a resolution that rejects the penalization of protesting.

Commissioner Proctor noted that it would be useful to research the need for a parking garage around the Historic Amtrak Station. Additionally, the Board has strongly agreed with the idea of a State Emancipation Day.

Commissioner Minor asked about the 1 to 1 local funding sources listed in the first table. Commissioner Dozier thanked staff for the report. She raised a question regarding the Leon Works program and funding for apprenticeships.

- Mr. Sharkey stated that there are different areas in the budget for training and apprenticeships.
- Commissioner Dozier clarified that she was asking on how to build on the Leon Works program.
- Mr. Sharkey stated that the County works with an association that provides many funding sources.

Commissioner Dozier asked about the Southern Rail Commission in connection to the Amtrak Station and whether the County will follow the state's direction. The state has not joined the Commission and, if the state would, it would be a step forward in passenger train transportation.

She asked County Administrator Long if adding language that would protect the state workforce would be allowed.

- County Administrator Long stated that it would not be a problem. The Board is aware that the State Agencies are not all equal in terms of process. Table 2 is not a list of legislative projects, rather in-progress projects.

Commissioner Dozier suggested pulling Orchid Pond as it was vetoed before and cannot receive funding for a year.

- Mr. Johnson stated that the project has been moved from Table 1 to Table 2.

Commissioner Dozier noted that the Taskforce will ask the Legislature to consider amending statutes to change the construction schedule. She asked if Mr. Sharkey or Mr. Biehl have seen any comment on that amendment and to add a line of agreement on the policy issue. Mr. Sharkey stated that the current Senate President has this issue as one of his priorities, however they will need to see if the new President will continue to identify this issue as a priority.

*Commissioner Dozier moved, seconded by Commissioner Proctor, to create an agenda item for the December meeting. The motion carried 7-0.*

Commissioner Proctor noted that the Board should pursue the idea of payment in lieu of money it does not receive from the state.

Andy Johnson began his presentation on federal Legislative Policy Issues:

- Federal COVID-19 Relief for Counties
  - Support federal COVID-19 relief legislation that includes flexible funding for county governments that can be used to address lost revenue and support critical local response efforts to the COVID-19 pandemic.
- Establish Juneteenth as a Federal Holiday
  - Support legislation establishing Juneteenth (June 19<sup>th</sup>) as a federal holiday.
- Amtrak Passenger Rail Restoration
- Foreign Trade Zone Application
- Support National Association of Counties (NACo) Legislative Program

Sarah Vilms, Squire Patton Boggs, stated that House Speaker Nancy Pelosi and Treasury Secretary Steve Mnuchin have been the main negotiators for the COVID relief bills. Support bills that were put in place in March expired in September. Senate President Mitch McConnell advised the White House not to come to an agreement prior to the election.

Vicky Cram, Squire Patton Boggs, spoke on what Speaker Pelosi has pushed for in the relief bill regarding state and local governments. After the CARES Act was passed, small jurisdictions

worked with Congress to create a more equitable stimulus bill. The Heroes Act formula is most likely to be in the bill instead of the formula proposed in the SMART Act.

Ms. Vilms spoke on the lame duck session that will occur after the election but before the termination of the 116<sup>th</sup> Congress. The four issues that will be brought up will be the election results, the COVID relief bill, a tax extenders bill, and a bill coming from Senate and House Committees.

Ms. Cram reported on the outlook for the next Congressional session. The future will be determined by the Presidential election. There is a possibility that the Senate will flip blue. There will be an infrastructure bill, specifically a recovery bill after COVID. A post-election analysis will be given to Andrew Johnson that discusses the budget.

Commissioner Proctor thanked Mr. Johnson for being the liaison for the County. He discussed the importance to keep boots on the ground in Washington D.C.

Commissioner Dozier also thanked the staff. She said that many of these issues should be raised again after the election. She stated there have been many changes due to the pandemic such as broadband in the rural areas.

Commissioner Dozier asked Squire Patton Boggs if it would be noteworthy if the Board supports a bill that NACo has a slightly different perspective such as with decriminalization or declassification of cannabis and expungement (clearing of the criminal record). She also commented on the Opportunity Zone and Empowerment Zone. She inquired about looking at those differences and whether taking such a stance would have meaning with federal policies.

County Administrator Long stated it would generally align to apply with the NACo platform. He pointed out this was a good time to highlight opportunities to actively reach out.

Ms. Vilms shared by added a letter of support from the Board to Congress on whether the County supports a bill that NACo doesn't support is a value and would help strengthen the meaning.

Ms. Cram also added that the way they have worked this in the past with Andy Johnson is that they are flexible if there is an issue the county supports, they jump on it. She stated they are happy to support and it doesn't have to be in your agenda.

Mr. Johnson shared there are times when issues may arise that aren't in NACo's platform, and you can bring up issues at any time to be addressed and can provide a resolution or letter of support.

Commissioner Minor championed the 3% raise for State employees, \$325,000 Appropriation for African-American Heritage Preservation Network, and the CARES ACT as some of the noted successes. Commissioner Minor noted the statement that housing is a part of infrastructure resonated with him. He thanked the staff for its hard work.

- Commissioner Dozier suggested adding a report for apprenticeship program funding, Leon Works, Amtrak Passenger Rail Restoration with the Southern Rail Commission, and the State workforce protections as friendly amendments. Commissioner Minor and Commissioner Proctor approved the friendly amendments.

*Commissioner Minor moved, seconded by Commissioner Proctor, to approve Option 1: Approve the 2021 state and federal legislative priorities with an amendment by Commissioner Dozier adding a report for apprenticeship program funding, Leon Works, Amtrak Passenger Rail Restoration with the Southern Rail Commission, and the State workforce protections as friendly amendments. The motion carried 7-0.*

*Commissioner Dozier moved, seconded by Commissioner Minor, to bring back reports on three primary issues: Opportunity Zone, Empowerment Zone, and Minority Leaders Bill on Cannabis from Congress to be discussed during the December Board meeting or at the County Administrator's discretion before the year concludes. The motion carried 7-0.*

**ADJOURN:**

There being no further business to come before the Board, the workshop was adjourned at 5:03p.m.

**LEON COUNTY, FLORIDA**

ATTEST:

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

Rick Minor, Chair  
Board of County Commissioners

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

Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
December 8, 2020**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Rick Minor presiding. Present were Vice-Chairman Bill Proctor and Commissioners Nick Maddox, Brian Welch, Kristin Dozier, Carolyn Cummings, and Jimbo Jackson. Also present were County Administrator Vincent Long, County Attorney Chasity O'Steen, and Clerk to the Board Beryl H. Wood.

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation and Pledge of Allegiance was provided by Commissioner Proctor.

**AWARDS AND PRESENTATIONS**

- **Proclamation recognizing the retirement of Dr. Gary Ostrander, Vice President for Research at Florida State University**
  - Commissioner Dozier recognized Dr. Gary Ostrander for his work. She commended him for his dedication to FSU and Leon County.
  - Dr. Ostrander thanked the Board for the acknowledgement.
  - Chairman Minor stated that Dr. Ostrander had a profound impact on him.
  
- **Update on the Coronavirus Disease 2019 (COVID-19) Pandemic**
  - County Administrator Vincent Long provided a brief overview of the County's COVID-19 mitigation efforts and the state distribution plan of the COVID-19 vaccine.
  - Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County, reported that the Department of Health is collaborating with local partners to establish a plan to distribute the vaccine. They are working closely with Leon County Emergency services. The first phase will target residents of long-term care centers and the highest risk health care workers. When it is time to expand the vaccine distribution, the plan will be revised. Plans will be developed to target the underserved populations, such as the homeless. If the County is responsible for mass-vaccination, drive through and curbside services will be considered.
  - She shared the Leon County Health Department plans to engage with the public through state and federal departments. The vaccination plan continues to be revised. The plan can be seen online. She noted that we all have a personal responsibility to stop the spread of the virus. If not, the population and economy will suffer. She thanked the Board for the efforts to share this message.
    - Commissioner Jackson applauded Mrs. Blackburn and her staff for their work for the County and the colleges.
    - Commissioner Dozier agreed with Commissioner Jackson's remarks. She also remarked that the additional funding from CARES will be able to help the Health Department's efforts. She asked if the County will see higher numbers due to the holidays and should the population stay home during the upcoming holiday season.
  - Ms. Blackburn stated that it is correct that people should not travel during the holiday season. She believes that there may be an upward trend due to Thanksgiving.



- Commissioner Dozier asked if there was any way the Board could support contact tracers. Ms. Blackburn stated that having contract tracing associated with the university, it is helpful to have students participate.
- Commissioner Dozier stated that if a spike does occur, there may be a need to call a special meeting. Chairman Minor agreed with her remarks and stated that he will call a special meeting in that case.
- Commissioner Welch asked about an uptick in suicides. He noted that the mental health of County residents is equally as important.
- Ms. Blackburn confirmed that the County has sufficient testing capacity and that the Bragg Testing Site can keep up with the demand. She also confirmed the suicide numbers are at the highest since 2012 and confirmed that the Health Department is examining the recent data.
- Chairman Minor stated that according to a former FDA chairman the COVID numbers will increase and are projected at 3,000 deaths per day in January. He encouraged everyone to be succinct in their deliberation during the Board meeting and to keep the health and safety of everyone in mind.

### **CONSENT**

*Commissioner Proctor moved, seconded by Commissioner Dozier, to approve the Consent Agenda with exception of items 3, 13 and 21.*

*The motion carried 7-0.*

**1. Minutes: June 16, 2020 Regular Meeting; June 23, 2020 Special Meeting; and September 15, 2020 Regular Meeting**

*The Board approved Option 1: Approve the minutes of June 16, 2020 Regular Meeting; June 23, 2020 Special Meeting; and September 15, 2020 Regular Meeting.*

**2. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for December 8, 2020 and pre-approve the payment of bills and vouchers for the period of December 9, 2020 through January 25, 2021.*

**3. Additions to Leon County's 2021 State and Federal Legislative Priorities - PULLED**

**4. Commissioner Appointments to the Library Advisory Board**

*The Board approved Option 1: Ratify individual Commissioner appointments of citizens to the Library Advisory Board:*

- a. Commissioner Dozier reappoints Lorri Mon for a two-year term ending December 31, 2022.*
- b. Commissioner Maddox reappoints Vivian Wilson for a two-year term ending December 31, 2022.*
- c. Commissioner Proctor appoints Richard Junnier for a two-year term ending December 31, 2022.*

**5. CareerSource Capital Region Agreements**

*The Board approved Option 1: Approve the CareerSource Interlocal Agreement between Gadsden, Leon, and Wakulla Counties and CareerSource Capital Region through June 30, 2025 (Attachment # 1).*

*Option 2: Authorize the extension of the Library Partnership Memorandum of Understanding Agreement and Summer Youth Training Program Agreement with CareerSource Capital Region through June 30, 2025 to align with the CareerSource Interlocal Agreement (Attachments #2 & #3).*

**6. Enabling Resolution to Reauthorize the County Animal Classification Committee**

*The Board approved Option 1: Adopt the proposed Enabling Resolution to reauthorize the County Animal Classification Committee (Attachment #1).*

**7. 2021 Citizen Engagement Series, Club of Honest Citizens, and Village Square Events**

*The Board approved Option 1: Approve the continued relationship with the Village Square and Club of Honest Citizens program, and authorize the County Administrator to execute an agreement, in a form approved by the County Attorney.*

*Option 2: Approve the tentative schedule of events for the 2021 Citizen Engagement Series, Club of Honest Citizens, and Village Square events.*

**8. Evaluation of Crime in the Area of Adult Entertainment Stores**

*The Board approved Option 1: Accept status report follow-up evaluating crime in the area of adult entertainment stores and take no further action.*

**9. Update on Guidelines for Policy Debates on Social Media**

This item provides an update on general guidelines for policy debates on social media in relation to Florida's Government-in-the-Sunshine and Public Records Laws.

*The Board approved Option 1: Accept update on guidelines for policy debates on social media and authorize staff to prepare proposed revisions to Board Policy No. 96-4.*

**10. Resolution Authorizing the Housing Finance Authority of Leon County to Issue Multifamily Housing Revenue Bonds for Additional Phases of the Orange Avenue Apartments Redevelopment Project**

*The Board approved Option 1: Approve the Resolution authorizing the Housing Finance Authority of Leon County to issue \$17,000,000 Multifamily Housing Revenue Bonds for Magnolia Family II (Attachment #1).*

*Option 2: Approve the Resolution authorizing the Housing Finance Authority of Leon County to issue \$13,500,000 Multifamily Housing Revenue Bonds for Magnolia Senior (Attachment #2).*

**11. Hurricane Housing Recovery Program Funding Agreement**

*The Board approved Option 1: Approve the Agreement with Florida Housing Finance Corporation to accept Hurricane Housing Recovery Program funds and authorize the County Administrator to execute (Attachment #1).*

*Option 2: Approve the associated Resolution and Budget Amendment Request (Attachment #2) to realize \$108,000 in Hurricane Recovery Program funds into the FY 2020-2021 budget.*

*Option 3: Approve the proposed amendments to Leon County's Housing Assistance Plans for FYs 2018-2020 and associated Resolution (Attachment #3) and FYs 2021-2023 and associated Resolution (Attachment #4).*

**12. 2022 National Endowment of the Arts "The Big Read" Grant Proposal**

*The Board approved Option 1: Authorize the submission of the 2022 National Endowment of the Arts "The Big Read" grant proposal (Attachment #1).*

**13. Review of Leon County Stormwater Management Facilities - PULLED**

**14. Authorization to Negotiate Architecture, Engineering, Landscape Architecture, and Related Services Continuing Supply Agreements with Multiple Firms**

*The Board approved Option 1: Authorize staff to negotiate agreements for Architecture, Engineering, Landscape Architecture, and Related Services Continuing Supply (Attachment #1) and authorize the County Administrator to execute the agreements subject to legal review by the County Attorney.*

**15. Approval of the Plat for Bradfordville Road Commercial Subdivision**

*The Board approved Option 1: Approve the plat for Bradfordville Road Commercial Subdivision for recording in the Public Record (Attachment #1).*

**16. Review of County's Ability to Host, Promote, and Support Fishing Tournaments on Lake Talquin**

*The Board approved Option 1: Accept the status report on Fishing Tournaments on Lake Talquin.*

**STATUS REPORTS: (THESE ITEMS ARE INCLUDED UNDER CONSENT).**

**17. Annual FY 2020 Commissioner Discussion Items Status Report**

*The Board approved Option 1: Accept the Final FY 2020 Commissioner Discussion Items Status Report (Attachment #1).*

**18. Annual FY 2020 Tangible Personal Property Status Report**

*The Board approved Option 1: Accept the FY 2020 Tangible Personal Property Status Report.*

**19. Annual Sidewalk Program Implementation Status Report**

*The Board approved Option 1: Accept the FY 2020 annual status report on the Sidewalk Program implementation (Attachment #1).*

*Option 2: Direct staff to include the following sidewalks in the Approved Sidewalk List for community enhancements:*

- a. Tier 1: Edenfield Road - Mahan Drive to Miccosukee Road; and Shelfer Road-Crossway Road to Capital Circle SW.*

*b. Tier 3: Lakeshore Drive - City limits to Mays Road; Lakeshore Drive -Litchfield Road to Meridian Road; Faulk Drive - Monroe Street to Sanders Drive; Longview Drive - Monroe Street to Faulk Drive; and Mission Road -3299 Connector Drive to Elder Lane.*

**20. Annual Street Lighting Program Status Report**

*The Board approved Option 1: Accept the FY 2020 status report on the Street Lighting Program.*

**21. Annual Leon County Water Quality Monitoring Status Report - PULLED**

**22. Annual Sustainability Program Status Report and Proposed Revisions to Policy No. 12-1, “Green Fleet Policy”**

Option 1: Accept the annual status report on the County Sustainability Program.

Option 2: Adopt the proposed revisions to Policy No. 12-1, “Green Fleet Policy” (Attachment #1)

**CONSENT ITEMS PULLED FOR DISCUSSION**

**3. Additions to Leon County’s 2021 State and Federal Legislative Priorities**

Item pulled from Consent by Commissioner Minor.

Commissioner Minor reflected on the report including the need for a needs assessment for the Suncoast Connector before design begins, and that the report does include a “no build” option.

Commissioner Dozier reflected on potential legislation during the 2021 Florida Legislative Session related to the M-CORES program. She expressed concern regarding the construction schedule required by statute for the new transportation corridors in the M-CORES program, which may impact other local and regional projects in the FDOT 5-year work program. She confirmed with the County Administrator that, if any bills are filed for the 2021 Legislative Session modifying the M-CORES program, additional analysis would be brought back to the Board in January.

*Commissioner Proctor moved, seconded by Commissioner Dozier, to approve Option 1: Approve the addition of the following policy priorities in the County’s 2021 State and Federal Legislative Priorities:*

- a. Support the recommendations of the Multi-use Corridors of Regional Economic Significance (M-CORES) Suncoast Connector Task Force;*
- b. Support state and federal programs and funding opportunities that support local apprenticeships;*
- c. Support legislation that enhances local economic development efforts through the federal Opportunity Zone and Empowerment Zone programs; and*
- d. Support the Marijuana Opportunity Reinvestment and Expungement Act or similar federal legislation.*

*The motion carried 7-0.*

### **13. Review of Leon County Stormwater Management Facilities**

The following citizen provided an in-person comment:

- Terry Ryan, 2538 Stonegate Drive, Tallahassee Sewage Advocacy Group, commended the report but expressed that it was missing how the stormwater facilities were doing and if they were working. He noted a relationship between nitrogen levels in Lake Munson and Wakulla Springs that is a concern, but not addressed in the report. He also spoke in support on a moratorium on fertilizer use in the summer months.

The following citizens provided virtual comments:

- Max Epstein, 1001 San Luis Road, provided a virtual comment in support of the County's passive stormwater management practices including using wetland and other Low Impact Development techniques, and in support of mandatory low impact development strategies as best management practices for all instances, which will save money. He also spoke in support of prohibiting fertilizer use in the summer months.
- Danielle Irwin, 3185 Ferns Glen Drive, provided a virtual comment on the interconnectivity between stormwater facilities and natural water bodies and the importance of proper management, and in support of mandatory low impact development strategies to reduce stormwater for County projects and City projects. She also spoke in support of developing a comprehensive watershed management plan with the County and the City.

Item pulled from Consent by Commissioner Dozier

Commissioner Dozier commended the County for implementing stormwater management regulations that exceed those of the State. She expressed a need for a holistic approach for water issues. She commended the report but reflected on the need for an agenda item to explore innovative ideas for the maintenance and testing of commercial and residential stormwater retention ponds, and the involvement of the Water Resources Committee on the project.

Commissioner Proctor reflected on the maintenance of City stormwater ponds in the inner-city and requested an update on the five ponds that are affected by stormwater (Frenchtown Pond, Bond Community Pond and Lake Anita Davis are the constructed ponds; Silver Lake and University Park Pond are the "natural ponds").

Commissioner Dozier shared that Commissioner Proctor's comments may be more germane to item #21.

*Commissioner Dozier moved, seconded by Commissioner Welch, to approve Option #1 as amended: Accept the Status Report on Leon County Stormwater Management Facilities and requested an agenda item to include a review of other counties' maintenance schedules, testing, metrics for commercial and residential stormwater ponds, including their intergovernmental coordination with cities, and seek input from the Water Resources Committee to identify innovative strategies for stormwater management.*  
The motion carried 7-0.

## 21. **Annual Leon County Water Quality Monitoring Status Report**

County Administrator Long introduced this item that seeks Board acceptance of the 2020 Status Report on the Leon County Water Quality Monitoring Program. The Monitoring Program demonstrates Leon County's efforts as a responsible environmental steward of our natural resources and environmental beauty.

Commissioner Dozier pulled this item. She commended the report and reflected on the need for a joint watershed management plan with the City and County, and perhaps a regional plan. The concept for a watershed plan and working with the city is important to address more issues. She noted water is a City and County issue.

Public Comment:

- Terry Ryan, 2538 Stonegate Drive, Tallahassee Sewage Advocacy Group, commended the report and reflected on the Group's GIS map project and the high levels of e-coli in some local creeks.

The following citizens provided virtual comments:

- Max Epstein, 1001 San Luis Road, provided a virtual comment in support of a joint city/county watershed management plan and in support of testing stormwater retention ponds and low impact development strategies.
- Danielle Irwin, 3185 Ferns Glen Dr., provided a virtual comment in support of low impact development strategies to reduce stormwater concerns and developing a joint County-City watershed management plan.

Commissioner Proctor reflected on the City water retention ponds that collect trash and expressed the need to take care of the water in the five urban ponds in the historically minority neighborhoods.

Commissioner Cummings stated her support of the issues brought up by Commissioners Proctor and Dozier and stated her support of the motion if it includes Commissioner Proctor's concerns.

Commissioner Dozier accepted the amendment to the motion.

*Commissioner Dozier moved, seconded by Commissioner Cummings, to approve Option 1 as amended: Accept the Status Report on the Leon County Water Quality Monitoring Program and requested staff bring back an agenda item that explores options for a comprehensive watershed management plan that addresses both quality and quantity, in collaboration with the City and counties in the region, to include an analysis of the ponds in historically minority neighborhoods.  
The motion carried 7-0.*

### **Citizens to be Heard on Non-Agendaed Items**

3-minute limit per speaker; there will not be any discussion by the Commission. citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming meeting may:

- provide in-person comments during the meeting; or



- *submit their written comments prior to the meeting using the following link <https://leoncountyfl.gov/publiccomments>; or*
- *register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>*

The following citizen comments were received via online submission:

- Feng Ji, 2555 Carthage Lane, submitted two online comments in support of reducing the limit on indoor capacity of restaurants/bars and gyms and encouraging restaurant delivery and curbside pick-up.
- Kate White, 24072 Lanier Street, submitted an online comment in support of businesses abiding by the County mask mandate requiring face covering be worn indoors in public places.
- Michael McLaughlin, 100 Cadiz Street, Apt. 205, submitted an online comment in support of the equitable distribution of wealth, affordable housing and accessible mental health resources instead of a North Monroe Street taskforce to combat homelessness in that area.

The following citizens provided in-person comments:

- Terry Ryan, 2538 Stonegate Drive, Tallahassee Sewage Advocacy Group, commended the report, but apologized for not including the southside issues in a recent article about the City's transparency and sewage issues. He spoke in support of exploring pump station infiltration issues in the southside, in addition to the westside and northside. He also supported on a moratorium on fertilizer use in the summer months.

## **GENERAL BUSINESS**

### **23. Supervisor of Elections Voting Operations Center Update and Long-Term Space Options**

County Administrator Long introduced this item. He stated based on the financial analysis presented herein and the County's efforts to ensure this space continues to meet the needs of the Elections Office, this item seeks Board consideration of several long-term options related to the Supervisor of Elections Voting Operations Center space. This item recommends the purchase of the existing leased space located at 2990-1 Apalachee Parkway (located at the Countryside Plaza Shopping Center).

Commissioner Maddox stated his support of Option 1.

Commissioner Proctor commended the Supervisor of Election for his high standards and efficiency during the recent election. He confirmed with the County Administrator that there is an additional 15,000 sq. ft. included with the purchase. He reflected that the Children's Services Council could potentially be a tenant.

Commissioner Dozier commended the Supervisor of Elections and stated her support of Option 1.

Commissioner Welch commended the Supervisor of Elections.

*Commissioner Maddox moved, seconded by Commissioner Jackson, for the approval of Option 1: Authorize the County Administrator to negotiate for the purchase of the building housing the Voting Operations Center in accordance with the Board's Real Estate Policy and solicit bids through the County's Financial Advisor to finance the acquisition of the building and roof replacement.*

The motion carried 7-0.

**24. Leon CARES Program Budgets and Projected Expenditures and Acceptance of Additional Coronavirus Relief Funds**

County Administrator Long introduced this item. He stated this item provides a report of the projected budget and expenditures of all Leon CARES assistance programs through the end of the current calendar year and seeks Board approval to reallocate projected Leon CARES program balances to existing Leon CARES programs and partnerships to continue the provision of critical public health and support services to residents most in need. In addition, this item recommends the acceptance of additional Florida Housing Finance Corporation Coronavirus Relief Funds to support the payment of individual rent and utility assistance to County residents impacted by COVID-19.

The following Citizen Comments were received via online submission:

- Deborah Novak, 2126 Mission Road, Oakwood Reserve Apartments, in support of CARES individual assistance payments being made directly to the landlord instead of the tenant.
- Linda Bell, 6344 Bird Dog Point, submitted an online comment in support of CARES funding for small businesses.

The following citizens provided virtual comments:

- Max Epstein, 1001 San Luis Road, provided a virtual and online comment in support of the small business assistance.
- Deborah Novak, Oakwood Reserve Apartments, provided a virtual comment expressing concern about the tenants receiving the assistance and not paying the landlord.
- Commissioner Proctor expressed that this item should have been workshopped and expressed that the FQHC's should receive more (\$1M) and the Dept. of Health should receive less, and that the \$11M should be split 50/50.
- Commissioner Maddox stated his support of Commissioner Proctor's request but expressed that he would like to hear from the other Commissioners.
- Commissioner Dozier reflected that although the County did not have a workshop, staff had done an outstanding job, and that the Board had previously made several changes in the allocations.
- Commissioner Cummings reflected on the correspondence she had received from some local nonprofits and asked the County Administrator why the nonprofits were excluded.
  - County Administrator Long stated that to date the County has provided two separate grant programs to nonprofits, that have ended, and have been under subscribed. While the individual assistance and small business assistance programs have been oversubscribed.
- Commissioner Welch confirmed the numbers on individuals and business that have been assisted and stated his support of the motion.
- Commissioner Jackson stated his support of the motion.
- Commissioner Proctor confirmed with the County Administrator that citizens will not have to reapply and that the applications already in the cue will exhaust the funds, so no new applications will be accepted at this time.

*Commissioner Dozier moved, seconded by Commissioner Maddox, for the approval of Option 1: Approve the reallocation of \$4.26 million in remaining Leon CARES program balances as follows:*

- a. Florida Department of Health Leon County: \$2.011 million*
- b. Federally Qualified Health Clinics (FQHCs): \$715,000*

- c. Homelessness Support: \$1,330,000
- d. Mental Health: \$102,000
- e. Food Insecurity: \$60,000
- f. Childcare Support: \$40,000

*Option 2: Approve the attached Resolution and Budget amendment realizing \$11.0 million in State grant funding to provide:*

- a. *\$4.4 million for Leon CARES Individual Assistance, including administrative costs.*
- b. *\$6.6 million for Leon CARES Small Business Assistance, including administrative costs.*

The motion carried 7-0.

**25. Use of County Parks During COVID-19 and the County's Sponsorship of Visitor-Generating Community and Athletic Events**

County Administrator Long introduced this item. It provides a status report on the current COVID-19 restrictions related to the use of County parks and amenities through the fall months and seeks the Board's guidance on County Tourism sponsored community and athletic events for FY 2021 as we continue to mitigate the spread of the virus.

The following Citizen Comment was received via online submission:

- Elizabeth Emmanuel, 300 South Call Street, Tallahassee Downtown Improvement Authority, submitted an online comment in opposition to deferring a decision until February for Spring events.

The following citizen provided virtual comments:

- Elizabeth Emmanuel, 300 South Call Street, Tallahassee Downtown Improvement Authority, provided a virtual comment in support of smaller events with COVID safe procedures and expressed the hardship delaying the vote would cause on the event organizers.

Commissioner Maddox moved Options 1 and 2 and expressed that the Tallahassee Sports Council and the Tourist Development Council (TDC) supports delaying until February. He stated he understood the importance of community and athletic events for the County.

Commissioner Dozier reflected on the planning of the Spring events and the possible hardship to the event planners if the County does not decide on sponsorship until February. She confirmed with the County Administrator that applications that were received for the TDC grants included a required COVID plan and included a 75-day cancellation.

County Administrator Long clarified that the events could still take place, but the question is if the County would sponsor the events.

Commissioner Dozier provided a friendly amendment to change the agenda item date to January 26th instead of February 9th in Option 1.

Commissioner Maddox accepted the amendment, as did Commissioner Jackson second the amendment

Commissioner Proctor reflected that the new U.S. President may be asking for a shutdown next year and asked the County Attorney O'Steen's opinion on the possibility.

County Attorney O'Steen confirmed that it is possible that a federal order may affect what the Board can do, and future COVID funding could be affected by federal orders.

Commissioner Dozier asked for options for grants for hybrid events to keep the organizations afloat until 2022 and confirmed with the County Administrator that the agenda item would explore options for grants for these hybrid events.

Commissioner Proctor expressed that an exception is needed for County sponsorship of 2021 events.

Commissioner Maddox confirmed with the County Attorney that since County sponsorship comes from Tourist Development Tax (TDT) dollars, there are restrictions on the funds.

County Administrator Long confirmed that the pending policy decision is whether the County wants to bring visitors to the County for these events under the current conditions.

Commissioner Cummings reflected on the possible perception of the County supporting events contrary to the advice being provided by local health officials and the CDC, and on the needs of the organizations who rely on the County sponsorships.

Commissioner Dozier expressed that the report on January 26th include the choices on how the dollars are allocated.

Chair Minor confirmed with the County Administrator that the issues brought up during the Commissioner discussion will be included in the January 26th agenda item.

*Commissioner Maddox moved, seconded by Commissioner Jackson, to approve Option 1: Accept the report on the use of County Parks during COVID-19 and the County's sponsorship of visitor-generating community and athletic events; and*

*Option 2 as amended: Direct staff to bring back an agenda item on January 26, 2021 ~~February 9, 2021~~ to reconsider based on the latest public health guidance and local health conditions to include possible options for funding for individual events which may not pose a threat to spread COVID-19.*

*The motion carried 7-0.*

## **26. Bid Award for the Leon County Detention Center Lobby Hardening Project**

County Administrator Long introduced this item. He stated this item seeks Board approval to award the bid for the Leon County Detention Center Lobby Hardening Project to Shaffield Building Specialties, Inc., in the amount of \$319,800.

Commissioner Proctor expressed concern about the MBE goals not being met and stated he could not support the motion for that reason.

*Commissioner Maddox moved, seconded by Commissioner Dozier, for the approval of Option 1: Approve the bid award to Shaffield Building Specialties, Inc., in the amount of \$319,800 for the Leon County Detention Center Lobby Hardening Project and authorize the County Administrator to execute the Agreement.  
The motion carried 6-1. (Commission Proctor in opposition).*

## **27. 2021 Insurance Coverages**

County Administrator Long introduced this item. He stated this item seeks the Board's approval for the placement of necessary insurance coverages for 2021.

*Commissioner Dozier moved, seconded by Commissioner Jackson, for the approval of Option 1: Approve the 2021 insurance coverages and authorize the County Administrator to place insurance coverages for Property, Excess Workers' Compensation, and General Liability as specified in renewal Option 1 (Attachment #1, page 1).*

- *Property Insurance (total insured value \$371,857,801): Zurich, \$660,903*
- *Excess Workers' Compensation: Florida Municipal Insurance Trust, \$252,571*
- *General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): Travelers, \$646,023, and Lloyds of London, \$8,069*
- *Cyber Security: ACE American Insurance Inc., Co. Chub, \$19,440*
- *As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Crime, and Aviation liability coverages.  
The motion carried 7-0.*

## **28. Rules of Procedure for Meetings of Leon County Board of County Commissioners**

County Administrator Long introduced this item. He stated as requested at the Board's September 29th meeting, this item provides an analysis of allowing public comment at Board Workshops. In addition, as requested at the Board's November 17th meeting, this item seeks the Board's consideration of limiting debate on agenda items to three minutes per Commissioner during the COVID-19 pandemic and the scheduling of a workshop on Policy No. 01-05, "Rules of Procedure for Meetings of the Leon County Board of County Commissioners."

Commissioner Maddox moved Option 4, to temporarily limit debate on each agenda item to three (3) minutes per Commissioner.

Commissioner Dozier expressed her support of Option 5, a workshop including the social media policy and stated her opposition to Option 4.

Commissioner Jackson stated his concern with the recent increase in COVID-19 numbers and shared his apprehension on holding in-person Commission meetings. He expressed that the County should be an example to the community.

Commissioner Maddox confirmed with County Attorney O'Steen that a provision could be included in the Continuing Local State of Emergency proclamation to include the ability for a Commissioner to ask for an extension of time by a non-debatable motion, seconded and approved by the majority.

Commissioner Cummings shared her support of the motion.

*Commissioner Dozier made a substitute motion for Option 5 which died for lack of a second.*

Commissioner Welch stated he did not like the formality of the original motion.

Commissioner Minor reflected on the hard decision and recognized that the motion was too formal and stated he could not support the motion.

*Commissioner Maddox moved, seconded by Commissioner Jackson, to approve Option 4 as amended: Direct the County Attorney's Office to insert a provision in the Proclamations Declaring a Continuing Local State of Emergency to temporarily limit debate on each agenda item to three (3) minutes per Commissioner and to include the ability for a Commissioner to ask for an extension of time by a non-debatable motion, seconded and approved by the majority.  
The motion carried 4-3. (Commissioners Welch, Minor and Dozier in opposition.)*

Commissioner Dozier made a motion for Option #5, seconded by Commissioner Minor.

Commissioner Proctor offered a friendly amendment to include 30 minutes at the Board Retreat instead of a workshop.

Commissioner Dozier rejected the friendly amendment.

Commissioner Maddox made a substitute motion to include 30 minutes at the Board Retreat instead of a workshop, seconded by Commission Proctor.

*Commissioner Maddox moved, seconded by Commissioner Proctor, to include a 30-minute review and discussion on Policy No. 01-05, "Rules of Procedure for Meetings of the Leon County Board of County Commissioners", at the Board's January 25, 2020 Retreat.  
The motion carried 4-3. (Commissioners Welch, Minor and Dozier in opposition.)*

**29. Full Board Appointments to the Audit Advisory Committee, the Board of Adjustments and Appeals, and the Joint City/County Bicycling Workgroup**

County Administrator Long introduced this item. He stated this item seeks Board consideration of the appointment of citizens to the Audit Advisory Committee, the Board of Adjustments and Appeals, and the Joint City/County Bicycling Workgroup.

*Commissioner Jackson moved, seconded by Commissioner Dozier, to approve Option 1: Reappoint two eligible applicants, Cecil Bragg and Diedre Melton, to the Audit Advisory Committee for two-year term ending December 31, 2022.  
The motion carried 7-0.*

*Commissioner Maddox moved, seconded by Commissioner Jackson, to approve Option 2: Appoint one citizen, Ronald Burger, to the Alternate Seat on the Board of Adjustments and Appeals, for the remainder of the unexpired term ending June 30, 2022.*

*Option 3: Appoint three citizens, Yvonne Gsteiger, C. Scott Dudley, and Chris Hudson, to the Joint City/County Bicycling Workgroup, for three-year terms ending December 31, 2023.  
The motion carried 7-0.*



**30. Full Board Appointment of Commissioners to Authorities, Boards, Committees and/or Councils, and Proposed Revision to Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities"**

This item seeks Board approval to appoint Commissioners to the Apalachee Regional Planning Council, Big Bend Continuum of Care Board, Canopy Road Citizens Committee, Capital Region Transportation Planning Agency, Children's Services Council of Leon County, Leon County Educational Facilities Authority, and Leon County Research and Development Authority. In addition, this item seeks Board adoption of revisions to Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities."

*Commissioner Maddox moved, seconded Commissioner Jackson, to approve Option 1 a.: Appoint Commissioner Dozier to the Apalachee Regional Planning Council for a two-year term ending December 31, 2022.*

*The motion carried 7-0.*

*Commissioner Proctor moved, seconded by Commissioner Maddox, to approve Option 1 b.: Appoint Chairman Minor to the Big Bend Continuum of Care for the remainder of the unexpired term ending December 31, 2021.*

*The motion carried 7-0.*

*Commissioner Dozier moved, seconded by Commissioner Proctor, to approve Option 1 c.: Appoint Commissioner Welch to the Canopy Roads Citizen Committee for a two-year term ending December 31, 2022.*

*The motion carried 7-0.*

Commissioner Maddox reflected that the CRTPA previously had 3 members before adding Commissioner Desloge.

Commissioner Dozier stated her support of the County having 3 members.

Chair Minor stated his support of the County having 3 members.

*Commissioner Dozier moved, seconded by Commissioner Jackson, to approve Option #1 d. as amended: Do not appoint a Commissioner to the Capital Region Transportation Planning Agency (CRTPA) for the remainder of the unexpired term ending December 31, 2021 and revert back to three (3) Commissioner members on the CRTPA.*

*The motion carried 7-0.*

Chair Minor stated his participation on the Children's Services County (CSC) Planning Committee.

Commissioner Proctor nominated Commissioner Cummings to serve on the CSC.

Commissioner Dozier stated her support of appointing Chair Minor to the CSC.

Commissioner Cummings stated her respect of the Chair's work on the Planning Committee and stated that her entire career has involved children's issues and that she felt she would be an asset to the CSC.

Chair Minor stated that this is a very important council and stated his extensive service to children in the community.

*Commissioner Proctor moved, seconded by Commissioner Jackson, to approve Option #1 e.: Appoint Commissioner Cummings to the Children's Services Council of Leon County for a four-year term ending December 31, 2024.  
The motion carried 7-0.*

*Commissioner Maddox moved, seconded by Commissioner Proctor, to approve Option #1 f.: Appoint Commissioner Welch to the Leon County Educational Facilities Authority for the remainder of the unexpired term ending December 31, 2021.  
The motion carried 7-0.*

*Commissioner Maddox moved, seconded by Commissioner Jackson, to approve Option 1 g.: Appoint Commissioner Dozier to the Leon County Research and Development Authority for a four-year term ending December 31, 2024, and approve the associated resolution.  
The motion carried 7-0.*

*Commissioner Maddox moved, seconded by Commissioner Dozier, to approve Option 2: Approve the proposed revised Policy No. 11-2 "Commissioner Membership on Boards, Committees, Councils, and Authorities".  
The motion carried 7-0.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-MINUTE LIMIT PER SPEAKER; COMMISSION MAY DISCUSS ISSUES THAT ARE BROUGHT FORTH BY SPEAKERS.)**

- Stanley Sims, 1320 Avondale Way, thanked the Board for the appointment of Commissioner Cummings to the CSC. He stated that he applied for CARES funding and has not received any assistance.

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

**31. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Add the Lake Hall Schoolhouse to the Local Register of Historic Places and to Change the Zoning Classification from the Residential Preservation (RP) Zoning District to the Residential Preservation (RP) Zoning District with Historic Preservation Overlay (HPO)**

The following Citizen Comments were received via online submission:

- Wendy Grey, 1047 Myers Park Drive, submitted an online comment in support of amending the zoning map to add the Lake Hall Schoolhouse to the Local Register of Historic Places and change the zoning class.
- Brian Lupiani, 607 McDaniel Street, submitted an online comment in support of approving the zoning change and adding the Lake Hall Schoolhouse to the Local Register of Historic Places.

The following citizens provided virtual comments:

- Dr. Geraldine Seay, 2014 Chuli Nene, provided a virtual comment in support of approving the zoning change and adding the Lake Hall Schoolhouse to the Local



- Register of Historic Places.
- Max Epstein, 1001 San Luis Road, provided a virtual comment in support of approving the zoning change and adding the Lake Hall Schoolhouse to the Local Register of Historic Places and in support of a proactive approach.
  - Leighanne Boone, 300 South Duval Street, Unit 709, provided a virtual comment in support of approving the zoning change and adding the Lake Hall Schoolhouse to the Local Register of Historic Places.

*Commissioner Cummings moved, seconded by Commissioner Welch, to approve Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), amending the Official Zoning Map to change the zoning classification from Residential Preservation (RP) zoning district to the Residential Preservation (RP) zoning district with Historic Preservation Overlay (HPO), thereby adding the subject properties to the Local Register of Historic Places, based on the findings of the Planning Commission, the findings of fact and conclusions of law set forth in this report, and any evidence submitted at the hearing herein.*

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

**32. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Office Residential-2 (OR-2) Zoning District to the General Commercial (C-2) Zoning District**

*Commissioner Dozier moved, seconded by Commissioner Maddox, to approve Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby amending the Official Zoning Map to change the zoning classification from the Office Residential-2 (OR-2) zoning district to the General Commercial (C-2) zoning district, based on the findings of fact and conclusions of the Planning Commission, the information contained within this report and any evidence submitted at the hearing herein.*

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

**33. Second and Final Public Hearing to Consider Adopting an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled "Floodplain Management", and Amending Section 10-1.101 Entitled "Definitions", Section 10-4.327 Entitled "Topographic Alterations", and Section 10-4.303 Entitled "Stormwater Management Design Standards"**

Chair Minor suggested that the Board table Items #33 and #34 until the Board's January 26th meeting.

Commissioner Maddox motioned for the speaker for Item #34 to speak during Item #33.

*Commissioner Maddox moved, seconded by Commissioner Dozier, to allow the speaker for Item #34 to speak during Item #33.*

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

The following citizen provided an in-person and virtual comment:

Public Comment:

- Robert Watson, 2773 Vassar Road, representing the Tallahassee Builders Association (TBA), submitted an online comment in support of tabling Item #34

until the TBA has more time to examine, analyze, and collaborate on the ordinance.

*Commissioner Maddox moved, seconded by Commissioner Jackson, to continue Agenda Items #33 and #34 to a date and time certain on January 26, 2021.  
The motion carried 7-0.*

**34. First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 5 of the Leon County Code of Laws Currently Entitled “Building and Construction Regulations”**

This item was continued as stated in Item 33 for the January 26, 2021 BOCC Agenda.

**Citizens to be Heard on Non-Agendaed Items**

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

The following citizen provided in-person comment:

- Stanley Simms, 1320 Avondale Way, provided a comment in support of Commissioner Cummings serving on the Children’s Services Council. He also reflected that he had been denied CARES funding due to income limits, even though the information was incorrect.

**COMMENTS/DISCUSSION ITEMS**

**County Attorney O’Steen:**

- Stated that the letter to the EPA, authorized by the Board at the last meeting, in support of a WQBEL (water quality based effluent limitation) on the BASF plant in Attapulgus, Georgia to protect the water in Florida including Lake Talquin, was sent out. She stated that the County solicited letters of support and that U.S. Representative Al Lawson and State Representative Ramon Alexander have also issued letters of support. In addition, Representative Lawson offered to reach out directly to the EPA.
- Reiterated that the face covering emergency ordinance is legal, and the case is final as the court dismissed the appeal.
- Wished everyone a safe holiday.

**County Administrator Long:**

- Wished everyone happy holidays.

**COMMISSIONER DISCUSSION ITEMS**

**Commissioner Dozier:**

- She commended Commissioner Cummings for being recognized by the Tallahassee Democrat.
- She applauded those who are supporting local businesses.
- Commended Rags to Bags program for creating 1500 masks.
- *Commissioner Dozier moved, seconded by Commissioner Maddox, to have staff find a way to highlight volunteers during the pandemic who help support our community.  
The motion carried 7-0.*

- Congratulated Leon County for being awarded the Florida Association of Counties Innovation Award for the Created Equal program.
- Stated that she would be judging the Library's Community Gingerbread house competition and announced that the library has a website to view the competition: <http://cms.leoncountyfl.gov/Library/Library-Services/Featured-Program>

**Commissioner Maddox:**

- He wished his daughter a happy birthday.
- Wished everyone a happy holiday.
- Commended the County Administrator and staff for the County's new commissioner orientation.

**Commissioner Cummings:**

- Commended the County Administrator and staff on how they are addressing the cold weather sheltering.
- Commended the County staff for their efforts with the CARES funding.
- Thanked the Board for the appointment to the CSC.

**Commissioner Welch:**

- Thanked staff and the Board for being welcoming.
- Requested a proclamation for January 26th recognizing Macy Hartman as an eagle scout.
- *Commissioner Welch moved, seconded by Commissioner Proctor, to present a proclamation recognizing Macy Hartman as a female Eagle Scout for the Board's January 26th, 2020 meeting. The motion carried 7-0.*

**Commissioner Jackson:**

- Reflected on the need for bicycling trails in District 2, specifically on Smith Creek Road. He confirmed with County Administrator Long and Deputy County Administrator Alan Rosenzweig that the County had been awarded FDOT grants for the Smith Creek Bicycle Lane project and that the project is in progress.
- Reflected on the number of homeless encampments and requested a status report.
- *Commissioner Jackson moved, seconded by Commissioner Maddox, to direct staff to provide an email and a status report agenda item regarding homeless camps. The motion carried 7-0.*
- Wished Commissioner Maddox a happy birthday.
- Wished everyone happy holidays.

**Vice Chairman Proctor:**

- Shared that the Rickards High School Raiders are playing Friday night in the semi-finals for the Florida High School Athletic Association 2020 Football State Championships - Class 5A.
- Announced that Rep. Al Lawson has requested \$5,000 for the annual Capital City Holiday Classic Basketball tournament but reflected on the County moratorium on the sponsorship of events that encourage public gathering. He asked if the County could provide \$1,000 instead to support the printing of the souvenir booklet for the event. He confirmed with the County Administrator that the Board could appropriate \$1,000 to any organization it determines is for the public interest. He made a motion for the \$1,000 donation.
- Commissioner Dozier stated her opposition to the motion.
- Chair Minor stated his opposition to the motion.

- *Commissioner Proctor moved, duly seconded by Commissioner Maddox, to provide \$1,000 to the Capital City Holiday Classic Basketball Tournament for the printing of the souvenir booklet.*  
*The motion failed 4-3. (Commissioners Dozier, Minor, and Jackson opposed.)*
- County Attorney O'Steen stated that the motion must be unanimous to pass.
- Stated that he had received communication from Reverend Foust regarding City utilities and sewer for his home across the street from Ox Bottom. He reflected that the neighborhood on the west side of Meridian Road in North Tallahassee cannot access City services and made a motion for staff to explore how this area could be annexed and provided with City utilities.
- Commissioner Proctor withdrew his motion.
- Wished everyone happy holidays.

**Chairman Minor:**

- Wished Commissioner Maddox a happy birthday.
- Requested proclamations for Althemese Barnes and Cara Fleisher.  
*Commissioner Maddox moved, duly seconded by Commissioner Proctor, to present a proclamation recognizing the retirement of Althemese Barnes, Executive Director of the John G. Riley Center.*  
*The motion carried 7-0.*
- *Commissioner Dozier moved, duly seconded by Commissioner Jackson, to present a proclamation recognizing Cara Fleischer and the Leon Sinks Working Group, and a team of volunteers, who reconstructed the platform for Leon Sinks.*  
*The motion carried 7-0.*
- Reflected on the need for long-term solutions for homelessness.
- Discussed two strategic initiatives that he will be presenting at the Board's Retreat on January 25, 2021:
  - Establishment of a North Monroe task force.
  - Working with community partners, develop possible options for those struggling with food insecurity by utilizing the results of Feeding Florida's recent study on food insecurity that provides granular information down to the neighborhood block group level.

**RECEIPT AND FILE:**

- Capital Region Community Development District July 8, 2020 and August 13, 2020 Meeting Minutes

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 7:18 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Rick Minor, Chairman  
Board of County Commissioners

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

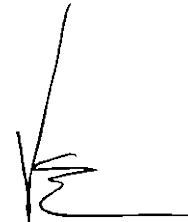
## Agenda Item #2

March 9, 2021

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

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

**Title:** Payment of Bills and Vouchers



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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Tiffany Fisher, Management and Budget Analyst

### **Statement of Issue:**

This item requests Board approval of the payment of bills and vouchers submitted for March 9, 2021 and pre-approval of payment of bills and vouchers for the period of March 10, 2021 through April 12, 2021.

### **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 March 9, 2021 and pre-approve the payment of bills and vouchers for the period of March 10, 2021 through April 12, 2021.



## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the March 9<sup>th</sup> meeting, the morning of Monday, March 8, 2021. 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 April 13, 2021, it is advisable for the Board to pre-approve payment of the County's bills for March 10, 2021 through April 12, 2021 so that vendors and service providers will not experience hardship because of delays in payment. In the event the Board meeting is cancelled, the payment of bill/vouchers will be approved until the next scheduled meeting. OMB will continue to review the printouts prior to payment; if for any reason OMB questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

### **Options:**

1. Approve the payment of bills and vouchers submitted for March 9, 2021 and pre-approve the payment of bills and vouchers for the period of March 10, 2021 through April 12, 2021.
2. Do not approve the payment of bills and vouchers submitted for March 9, 2021, and do not pre-approve the payment of bills and vouchers for the period of March 10, 2021 through April 12, 2021.
3. Board direction.

### **Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

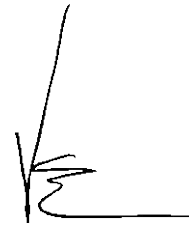
## Agenda Item #3

March 9, 2021

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

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

**Title:** Commissioner Appointments to the Contractors Licensing Board



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

### **Statement of Issue:**

This item seeks Board approval to ratify the Commissioner appointments of citizens to the Contractors Licensing Board.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Ratify the individual Commissioner appointments of citizens to the Contractors Licensing Board:
- a. Commissioner Proctor reappoints Cheryl Clark for a three-year term ending March 31, 2024.
  - b. Commissioner Cummings appoints Paul McManus for a three-year term ending March 31, 2024

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, "Board-Appointed Citizen Committees", a Consent item is presented to fill vacancies for individual Commissioner appointment of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Contractors Licensing Board (CLB)**

**Purpose:** The responsibilities of CLB are to accept and approve or disapprove applications, and issue authorized specialty contractor certificates. CLB has the authority to issue cease and desist orders; revoke, suspend or deny the certified contractor's ability to obtain a building permit; require financial restitution to a consumer; impose an administrative fine for violations; require additional hours of continuing education; and assess costs associated with investigation and prosecution.

**Composition:** The CLB has seven (7) citizen members appointed by the Board of County Commissioners with each Commissioner appointing one member. The CLB members, except for the consumers representatives and business person, shall be licensed in the State and actively engaged in the profession they represent on the CLB. All members must be registered voters in Leon County. Members serve three-year terms, expiring March 31. The membership should include, whenever possible:

- One (1) engineer
- One (1) architect
- One (1) business person
- One (1) general contractor, or other contractor (building or residential), who is registered or certified
- One (1) pool/spa contractor or other contractor (sheet metal, roofing, air-conditioning, mechanical, pool/spa servicing, or plumbing) who is registered or certified
- Two (2) consumer representatives who may be any resident of Leon County that is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing Board or a member of any closely related profession

The current membership includes one business person, two building contractors, one architect and two consumer representatives.

#### **Diversity of Current Membership:**

Total Seats	Vacant Seats	Gender	Race
7	1	Male - 5 Female - 1	White - 4 Black - 1 Other - 1

Vacancy: CLB members Cheryl Clark and Scott Flowers have terms due to expire on March 31, 2021. Ms. Clark is seeking reappoint and is an active member with good attendance (Attachment #1). Mr. Flowers is not seeking reappointment. The Commissioners have reviewed the applications of the eligible applicants and selected the applicants as listed in Table #1.

*Table #1: Contractors Licensing Board*

<b>Vacancy / Category</b>	<b>Term Expiration</b>	<b>Eligible Applicant (Application Attachment #) / Seat Category</b>	<b>Gender - Race</b>	<b>Recommended Action</b>
Cheryl Clark <i>/ Consumer Rep Has served one term - seeking reappointment</i>	3/31/2021	1. Cheryl Clark <i>/ Business Person</i>	Female - Black	Ratify Commissioner Proctor's reappointment for a three-year term ending March 31, 2024.
Scott Flowers <i>/Business Person Not seeking reappointment</i>	3/31/2021	2. Paul McManus <i>/Residential Contractor</i>	Male - White	Ratify Commissioner Cumming's appointment for a three-year term ending March 31, 2024.

**Options:**

1. Ratify the individual Commissioner appointments of citizens to the Contractors Licensing Board:
  - a. Commissioner Proctor reappoints Cheryl Clark for a three-year term ending March 31, 2024.
  - b. Commissioner Cummings appoints Paul McManus for a three-year term ending March 31, 2024
2. Board direction.

**Recommendation:**

Options #1a.-b.

**Attachments:**

1. Clark application and resume
2. McManus application



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
CONTRACTORS LICENSING AND EXAMINATION BOARD**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Cheryl Clark		<b>Date:</b> 1/2/2021 9:57:43 AM	
<b>Home Address:</b>	10017 Journeys End Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 251-2507	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	csseinc@comcast.net	<b>How many years have you lived in Leon County?</b>	35

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Construction Support Southeast, Inc	<b>Work Address:</b>	10017 Journeys End Tallahassee, FL 32312
<b>Occupation:</b>	Owner		
<b>Work/Other Phone:</b>	(850) 251-2507		

**(OPTIONAL)**

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

<b>Race:</b>	Black or African American	<b>Gender:</b>	F	<b>Age:</b>	61
<b>District:</b>	District II	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Carolyn McGriff	<b>Name:</b>	
<b>Address:</b>	1226 Circle Drive Tallahassee, Florida	<b>Address:</b>	
<b>Phone:</b>	(850) 212-8857	<b>Phone:</b>	

**Resume Uploaded?** Yes

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

**(COMMITTEE QUESTIONNAIRE)**

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

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

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

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

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

If yes, on what Committee(s) are you a member? *Contractors Licensing and Examination Board*

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

Are you willing to complete a financial disclosure form if applicable?\* **No**

**Your application will only be considered for those committees/boards/authorities that do not require members to complete the Financial Disclosure Form 1.**

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

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

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

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

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

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

### Members must be voters registered in Leon County

Are you a registered voter in Leon County? **Yes**

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

- Architect
- Engineer
- Business person
- General contractor or other contractor (building & residential) who is registered or certified under Section 489.105(3)(a) (c). F.S.
- Pool/spa contractor or other contractor (sheet metal, roofing, air conditioning, mechanical, plumbing, excavation or solar) who is registered or certified under Section 489.105(3)(d) (o). F.S.
- Consumer representative who is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing and Examination Board or a member of any closely related profession.



All members of the board, except for the consumer representatives, shall be licensed in this State and actively engaged in the profession they represent on the Board

Are you licensed in the state of Florida and actively engaged in that licensed profession? *No*

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

Signature: *Mrs. Cheryl Clark*

The application was electronically sent: 1/2/2021 9:57:43 AM

## CHERYL H. CLARK

10017 Journeys End  
Tallahassee, Florida 32312  
Email: cclark319@comcast.net

Home: (850) 668-1514

Cell: (850) 251-2507

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### PROFESSIONAL SUMMARY

Experienced Vice President of Business Development with a demonstrated history of working in the assisted living, hospital & health care industry. Skilled in Management, Elder Care, Healthcare, Healthcare Management, Construction, Real Estate and Process Scheduler. Strong sales and customer service professional with a BS focused in Business, Management, Marketing and Related Support Services from Florida A & M University.

---

### PROFESSIONAL EXPERIENCE

**Construction Support Southeast, Inc.**  
**General Contractors & Project Management**  
**Vice President of Business Development**

**Nov. 1994 – Present**

- Scheduling of contractors, all financial and accounting aspects of maintaining a small business (bookkeeping, cost control and the preparation of finances for tax preparation).
- Maintained all required insurance policies (workers compensation, general and professional liability, commercial auto and bonding).
- Skillfully developed company goals, objectives, standards of performance, policies and procedures.
- Coordinated utility service providers according to project schedules
- Coordinated the preparation of building and specialty permits from local jurisdictional agencies.
- Performed regular job site observation to provide direction for all general contractor personnel.
- Offered direction to landscape architects on all landscaping projects.
- Provided safety kits to all construction personnel, which complied with safety protocols for the job site.
- Prepared regular interval progress reports.
- Reported the quality of performance on site to all site construction managers.
- Implemented systems to improve process efficiency and reduce the project duration.

Appointed to the Leon County Board of County Commissioner's Contractor's Licensing Board – April 1, 2018- March 31, 2021.

**Keller Williams  
Town & Country Realtor  
1520 Killearn Center Blvd.  
Tallahassee, Florida 32309  
License #SL3427747**

**November 2018 – present**

As a licensed Realtor I provide guidance and assist sellers and buyers in marketing and purchasing property for the right price under the best term.

Determine clients' needs and financials abilities to propose solutions that suit them  
Intermediate negotiation processes, consult clients on market conditions, prices, mortgages, legal requirements and related matters, ensuring a fair and honest dealing  
Perform comparative market analysis to estimate properties' value.

Display and market real property to possible buyers.

Prepare necessary paperwork (contracts, leases, deeds, closing statements etc)

Manage property auctions or exchanges.

Maintain and update listings of available properties.

Cooperate with appraisers, escrow companies, lenders and home inspectors.

Develop networks and cooperate with attorneys, mortgage lenders and contractors.

Promote sales through advertisements, open houses and listing services.

Remain knowledgeable about real estate markets and best practices.

**H & R Block  
Bradford Village Ctr  
6753 Thomasville Road  
Tallahassee, Florida**

**Nov.2015-April 2017**

**(850)-668-0499**

Assist with individuals and small businesses with federal and state income tax compliance and preparation. Keeps clients and employers in compliance with IRS guidelines. Interview clients regarding income and expenses and review financial records and expenditure documentation. Research tax issues and provide related documentation to clients. Market H & R Block products and services to individuals and small businesses.

**Chicos, FAS**  
**1460 Marlet Street**  
**Tallahassee, Florida 32312**

**April 2015-March 2016**

As a sales associate I was responsible for the sales of women's fashions, including career wear, dressy separates and casual wear. Responsible for style sets, marketing, calling customers for style events and modeling of clothing. Assisted with inventory control, stocking and scheduling of events.

**Florida Assisted Living Association**  
**2447 Millcreek Ct. Suite 3**  
**Tallahassee, Florida 32308**

**April 2015 – Dec. -2015**

**(850)383-1159**

Certified and registered by the Florida Department of Elder Affairs as a contract core trainer. The training is required for prospective assisted living administrators in preparation to take the state mandated competency exam. I am also required to train prospective adult family care home providers wishing to be licensed by the Agency for Health Care Administration and those administrators whose facilities have extended congregate care (ECC) license. Although I am certified to train within the entire state of Florida my service area is the Florida panhandle.

**Agency for Healthcare Administration**  
**Bureau of Long Term Care Services**  
**Health Services & Facilities Consultant**  
**Assisted Living Unit**

**February 2002 – April 2015**

**Susan Kaempfer**  
**(850) 412-4442**

- Responsible for the licensing activities associated with ALF, ADCC and AFCH programs.
- Provided technical assistance; provides suggestions and participates in the development of training material, attends meetings; Assist with special projects; and assists the field office as needed.
- Analyzes, reviews, maintains and processes, initial, renewal, change of ownership, bed capacity change applications for ALF and AFCH programs.
- Prepares letters and other correspondence as it relates to the licensing process.
- Assures the accuracy of necessary data and maintains a close working relationship with Field Office staff and Agency Attorneys.
- Knowledgeable of rules and regulations in Florida Statutes related to the ALF and AFCH programs. Assists in the development of policies, procedures and protocols, attends meetings, conferences, depositions, hearings and workshops.
- Involved supervision of professional staff and support staff in the absence of the Supervisor.
- Performs special assignments as required.
- Skillfully developed departmental goals, objectives, standards of performance, policies and procedures.
- Consistently complied with applicable laws and regulations and ensured facility adhered to Medicare and Medicaid regulations.
- Represented and interpreted the agency's functions and services to other agencies, the public, government agencies and other organizations.

- Closely collaborated with management team to make necessary improvements and satisfy resident needs.
- Continually improved knowledge, skills and performance based on feedback and self-identified professional developmental needs.
- Participated in facility surveys and inspections made by authorized governmental agencies.

Retired from the State of Florida after 32+ years of service April 2015.

**Agency for Healthcare Administration  
Health Facility Regulation  
Health Services & Facilities Consultant  
Certificate of Need**

**Feb. 1993 – Feb. 2002**

- Involved complex administrative work of a highly technical nature in the Review Section of Health Facility Regulation – Certificate of Need (CON) for the Agency.
- This position was responsible for organizing, conducting, coordinating, evaluating and monitoring the activities of the Review section. The activities of this section included reviewing , issuing and denying Certificate of Need applications
- Coordinating activities of the Review Section; the Office of Legal Services and Local Health Councils; developing and
- Implementing CON review policies and procedures
- Developing CON manuals and administrative rules; providing technical assistance in the development and implementation of health care facility and service need methodologies
- Collecting and analyzing data needed for the review and decision making regarding CON applications.
- Consulting with CPA's and Architects, assisting in the development and implementation of a CON information system;
- Preparing for and holding public hearings; serving as an expert witness in hearings and appeals;
- Conceptualizing new approaches to health care regulation;
- Developing annual reports; developing and recommending solutions to a variety of complex healthcare issues.
- Supervision of professional staff and support staff in the absence of the CON Supervisor.
- Assisted with the planning and achievement of goals and objectives consistent with the Agency mission and philosophy.

**Agency for Healthcare Administration  
(Formerly Health Care Cost Containment Board)  
Regulatory Analyst II  
Hospital Budget Review**

**Jan. 1990 – Feb. 1993**

- Auditing and analyzing of hospital financial reports, actual reports and budgets.

- Participated in hearings in a regulatory capacity.
- Regular meetings and conversations with consultants, hospital officials, attorneys and other regulatory entities.
- Involved regulatory accounting research and staff recommendations, while analyzing comparative and statistical analyses and;
- Conducted research which develops and presents a written analysis of reports on hospital rates, budgets, management and facility utilization.
- Served as staff support to the Agency in public proceedings involving budget hearing and reviews.
- Performed complex general accounting functions, including preparation of journal entries, account analysis and balance sheet reconciliation

**Department of Insurance  
Receiver/ Rehabilitation & Liquidation  
Accountant I, II**

**Jan 1983 – Jan. 1990**

- Performed all duties of a large revolving fund used to disburse fund for all insurance companies in Receivership.
- check disbursements, end of the month pro-rations, weekly and monthly bank reports and other miscellaneous accounting functions.
- Compiled financial reports pertaining to cash receipts, expenditures and profit and loss.
- Reconstructed accounting records from insurance companies in receivership checks and cash receipts.

**Rock Ministry International  
Director of Operations (Volunteer)  
Tallahassee, Florida**

**January 2004 – Present**

- Overall administration of the organization that enables the Pastor to be the Pastor of the church and serve his congregation.
- Effective communicator
- Provides leadership and team building managements skills that enable clergy and members to minister effectively.
- Creates a structure that supports that church's vision in all facets of daily church operations
- A committed Christian who demonstrates a life reflecting Christian biblical principles as a committed follower of Jesus Christ.
- Oversight of accounting functions and record keeping

- Oversee the purchase for all necessary supplies to support church operations.
- Oversee volunteers for various church functions.

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## **EDUCATION**

Bachelors of Science Degree in Business Marketing- 1982  
Florida A & M University- Tallahassee, Florida

## **CERTIFICATIONS**

Assisted Living Facility Core Trained & Certified

Alzheimer's and Related Disorders Trained

Tax Associate certified by H & R Block

Realtor State of Florida - License #SL3427747

Department of Transportation Certified in Construction  
Management

## **REFERENCES**

Business and Personal references available upon request

## ***LEON COUNTY CONTRACTOR LICENSING & EXAMINATION BOARD ATTENDANCE REPORT***

**Committee Name:** Leon County Contractor Licensing & Examination Board

**Committee Member Name:** Cheryl Clark

9/6/18	10/4/18	5/2/19	6/6/19	3/5/20	10/1/20
X	X	X	A/E	<b>X</b>	<b>X</b>

*X – Member in attendance.*

*A – Member absent*

*A/E – Member absent/excused*

*MC – Meeting cancelled*

*TE- Term Expired*

**Additional Information or Remarks:**





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
CONTRACTORS LICENSING BOARD**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Paul Joseph McManus		<b>Date:</b> 1/28/2021 4:13:24 PM	
<b>Home Address:</b>	1908 Sharon Rd Tallahassee, FL 32303	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 519-6401	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	paul@mcmanuskb.com	<b>How many years have you lived in Leon County?</b>	26

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	McManus Kitchen and Bath	<b>Work Address:</b>	1241 West Tharpe St Suite 8 Tallahassee, FL 32303
<b>Occupation:</b>	Remodeling		
<b>Work/Other Phone:</b>	(850) 354-8090		

**(OPTIONAL)**

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

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	50
<b>District:</b>	District I	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Andrew Briner	<b>Name:</b>	
<b>Address:</b>	8465 Manor Drive Tallahassee, FL 32303	<b>Address:</b>	
<b>Phone:</b>	(941) 302-2815	<b>Phone:</b>	

**Resume Uploaded?** No

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

Owner and president of McManus Kitchen and Bath 2015 - current  
Chairman of Tallahassee Builder Association Remodelers Council 2020 and 2021

**(COMMITTEE QUESTIONNAIRE)**

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

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

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

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

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

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

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

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

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

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

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

### Members must be voters registered in Leon County

Are you a registered voter in Leon County? **Yes**

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

- Architect
- Engineer
- Business person
- General contractor or other contractor (building & residential) who is registered or certified under Section 489.105(3)(a) (c). F.S.
- Pool/spa contractor or other contractor (sheet metal, roofing, air conditioning, mechanical, plumbing, excavation or solar) who is registered or certified under Section 489.105(3)(d) (o). F.S.
- Consumer representative who is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing and Examination Board or a member of any closely related profession.

### All members of the board, except for the consumer representatives, shall be licensed in this State and actively engaged in the profession they represent on the Board

Are you licensed in the state of Florida and actively engaged in that licensed profession? **Yes**

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

Signature: *Mr. Paul Joseph McManus*

The application was electronically sent: 1/28/2021 4:13:24 PM

## Licensee Details

### Licensee Information

Name: **MCMANUS, PAUL J (Primary Name)**  
**MCMANUS KITCHEN AND BATH INC (DBA Name)**

Main Address: **1908 SHARON RD**  
**TALLAHASSEE Florida 32303**

County: **LEON**

License Mailing:

LicenseLocation:

### License Information

License Type: **Certified Residential Contractor**

Rank: **Cert Residential**

License Number: **CRC1331326**

Status: **Current,Active**

Licensure Date: **10/28/2015**

Expires: **08/31/2022**

**Special Qualifications**                      **Qualification Effective**  
**Construction Business**                      **10/28/2015**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)



**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Agenda Item #4

March 9, 2021

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator  
**Title:** Resolution in Support of Regional Planning Councils



---

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

### **Statement of Issue:**

This item seeks Board adoption of a Resolution expressing support of regional planning councils (RPC) in response to SB 62 and other similar legislation filed in the Florida Legislature that would limit, reduce, or eliminate the statutory roles and responsibilities of RPCs in Florida.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt the proposed Resolution expressing support of Regional Planning Councils (Attachment #1) in response to legislation filed in the Florida Legislature seeking to limit, reduce, or eliminate the statutory roles and responsibilities of Regional Planning Councils in Florida .

## **Report and Discussion**

### **Background:**

As directed during the February 16, 2021 meeting, this item seeks Board adoption of a Resolution in support of regional planning councils (Attachment #1). The consideration of the proposed Resolution is requested by the Apalachee Regional Planning Council (ARPC) to express opposition to SB 62 and other similar legislation filed in the Florida Legislature that would limit, reduce, or eliminate the statutory roles and responsibilities of regional planning councils in Florida.

### **Analysis:**

The Legislature passed the Florida Regional Planning Council Act in 1980, establishing a system of regional planning agencies to assist local governments to resolve common problems, engage in areawide comprehensive and functional planning, administer certain federal and state grants-in aid, and provide a regional focus in regard to multiple programs undertaken on an area-wide basis. The Legislature designated the composition of each regional planning council (RPC) in section 186.512, Florida Statutes., assigning every county in Florida to a council. These contiguous groups of counties make up the region within which an RPC operates. Florida is divided into 10 RPC regions, each functioning as an association of that region's counties, plus any municipalities that opt to become members. Locally, the ARPC serves as the association representing a nine-county region which includes Leon, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Liberty, Wakulla Counties, and their municipalities.

For the 2021 Florida Legislative Session, SB 62 has been filed which seeks to remove RPCs and all references thereto from Florida law. The bill would reassign RPC functions and duties under state law, where appropriate, to other state agencies and local governments. The bill would expressly allow local governments to enter into agreements to create regional planning entities at the local level. As of the publication of this agenda item, SB 62 has been approved by one of its three committees of reference. A copy of the latest version of SB 62 (Committee Substitute #1) is included as Attachment #2 to this agenda item. There is no House companion bill at this time.

On January 21, 2021, the ARPC approved a resolution in opposition of SB 62 and other legislation that seeks to eliminate statutory authorization of RPCs. The ARPC is requesting the adoption of this resolution by each of the county commissions within its nine-county region. During the February 16, 2021 meeting, the Board approved adding a policy statement in opposition to SB 62 or similar legislation to Leon County's 2021 state legislative priorities. Specifically, the policy statement expresses the Board's opposition to legislation that would limit, reduce, or eliminate the statutory roles and responsibilities of RPCs in Florida. In addition, as discussed above, during the February 16 meeting, the Board directed staff to prepare the attached Resolution (Attachment #1) for Board consideration. Should the Board wish to adopt the Resolution, copies of the Resolution will be shared with the members of Leon County's legislative delegation, the Speaker of the House, the Senate President, and relevant committee chairs as appropriate. In addition, as one of the County's legislative priorities, the County's legislative team will continue to advocate in support of RPCs and provide the Board with updates on the status of SB 62 and any other similar legislation throughout the upcoming legislative session.

**Options:**

1. Approve the proposed Resolution expressing support of Regional Planning Councils (Attachment #1) in response to legislation filed in the Florida Legislature seeking to limit, reduce, or eliminate the statutory roles and responsibilities of Regional Planning Councils in Florida.
2. Do not approve the proposed Resolution expressing support of Regional Planning Councils.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution of support
2. SB 62 (Committee Substitute #1)



**LEON COUNTY RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, OPPOSING ELIMINATION OF STATUTORY AUTHORIZATION FOR REGIONAL PLANNING COUNCILS IN FLORIDA AS PROPOSED IN SENATE BILL 62 OR SIMILAR PROPOSED LEGISLATION; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the Apalachee Regional Planning Council’s nine-county geographical area is comprised of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, and Wakulla counties and 28 municipalities contained therein, with over 490,000 residents; and

**WHEREAS**, the Council is a multi-purpose regional governmental entity with policy responsibilities in the areas of affordable housing, economic development, emergency preparedness, energy, regional health, natural resources, urban planning, and regional transportation; and

**WHEREAS**, for more than five decades Regional Planning Councils have served the public as Florida’s only multipurpose regional entities that coordinate intergovernmental solutions to multijurisdictional issues identified by their member local governments; and

**WHEREAS**, the 67 counties in the state are divided into 10 Regional Planning Councils which perform functions in Economic Development, Transportation, Emergency Preparedness, Regional Convening, and Resilience to the extent and as directed by their member counties, cities, and gubernatorial appointees; and

**WHEREAS**, the Regional Planning Councils compete for and bring to Florida millions of dollars in federal funds for Economic Development, Transportation, Emergency Preparedness, Brownfield Remediation, and Resiliency initiatives that would otherwise go to other states; and

**WHEREAS**, the Regional Planning Councils receive no regular general appropriation for operation from the State and, instead, are supported by Federal grant funds, local dues, local contracts, and State contracts for specific programs implemented on behalf of the State; and

**WHEREAS**, Regional Planning Councils no longer have any regulatory authority and are no longer involved in Developments of Regional Impact (DRIs); and

**WHEREAS**, Regional Planning Councils serve a critical role in hazardous material response coordination and training through the Local Emergency Planning Committees (LEPCs) operated by each Council; and

**WHEREAS**, Regional Planning Councils regularly assist state agencies in implementing their statutory duties and legislative directives, along with coordinating these duties and directives with local input, at no charge to the State; and

**WHEREAS**, proposed Senate Bill 62 will remove authorization and all references to Regional Planning Councils from the Florida Statutes, depriving the people of the State of the important work

1 the councils perform and the federal funds they bring into Florida.  
2

3 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
4 COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

- 5  
6 1. The Legislature is urged not to pass Senate Bill 62 unless it is modified to no longer  
7 remove Regional Planning Councils from Florida Statutes.  
8 2. This resolution shall take effect immediately upon adoption hereof.  
9

10  
11 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
12 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
13

14 LEON COUNTY, FLORIDA  
15

16  
17 By: \_\_\_\_\_  
18 Rick Minor, Chairman  
19 Board of County Commissioners  
20

21 ATTESTED BY:  
22 Gwendolyn Marshall, Clerk of Court  
23 & Comptroller, Leon County, Florida  
24

25  
26 By: \_\_\_\_\_  
27

28 APPROVED AS TO FORM:  
29 Leon County Attorney's Office  
30

31  
32 By: \_\_\_\_\_  
33 Chasity H. O'Steen, Esq.  
34 County Attorney

By the Committee on Community Affairs; and Senator Bradley

578-01357-21

202162c1

1                                   A bill to be entitled  
2       An act relating to regional planning councils;  
3       amending s. 186.007, F.S.; revising a requirement for  
4       the Executive Office of the Governor to review and  
5       consider certain reports, data, and analyses relating  
6       to the revision of the state comprehensive plan;  
7       eliminating the advisory role of regional planning  
8       councils in state comprehensive plan preparation and  
9       revision; repealing ss. 186.501, 186.502, 186.503,  
10      186.504, 186.505, 186.506, 186.507, 186.508, 186.509,  
11      186.511, 186.512, and 186.513, F.S., relating to the  
12      Florida Regional Planning Council Act, including a  
13      short title, legislative findings, definitions, the  
14      creation and membership of regional planning councils,  
15      the powers and duties of regional planning councils,  
16      the powers and duties of the Executive Office of the  
17      Governor relating to the act, strategic regional  
18      policy plans, strategic regional policy plan adoption,  
19      a dispute resolution process, the evaluation of  
20      strategic regional policy plans, the designation of  
21      regional planning councils, and reports; repealing s.  
22      186.515, F.S., relating to the creation of regional  
23      planning councils under ch. 163, F.S.; amending s.  
24      215.559, F.S.; requiring the Division of Emergency  
25      Management to give funding priority to certain  
26      projects in regional planning council regions, as such  
27      regions existed on January 1, 2021, that meet  
28      specified criteria; amending s. 252.385, F.S.;  
29      revising the requirements for the statewide emergency

578-01357-21

202162c1

30 shelter plan to include the general location and  
31 square footage of special needs shelters by regional  
32 planning council region, as such regions existed on  
33 January 1, 2021; requiring state funds to be maximized  
34 and targeted to regional planning council regions, as  
35 such regions existed on January 1, 2021; amending s.  
36 320.08058, F.S.; revising the distribution of annual  
37 use fees collected for the Tampa Bay Estuary license  
38 plate; amending s. 369.307, F.S.; requiring the St.  
39 Johns River Water Management District, rather than the  
40 East Central Florida Regional Planning Council, to  
41 adopt policies to protect the Wekiva River Protection  
42 Area; revising requirements for such policies;  
43 amending s. 369.324, F.S.; requiring the St. Johns  
44 River Water Management District, rather than the East  
45 Central Florida Regional Planning Council, to provide  
46 staff support to the Wekiva River Basin Commission;  
47 requiring the district to serve as a clearinghouse of  
48 baseline or specialized studies; amending s. 380.05,  
49 F.S.; authorizing local governments to recommend areas  
50 of critical state concern to the state land planning  
51 agency; amending s. 403.7225, F.S.; requiring counties  
52 to make arrangements with the Department of  
53 Environmental Protection, rather than their regional  
54 planning councils, to perform hazardous waste  
55 management assessments; amending s. 403.723, F.S.;

56 requiring the department, rather than regional  
57 planning councils, to designate sites for construction  
58 of regional hazardous waste storage or treatment

578-01357-21

202162c1

59 facilities; amending s. 1013.372, F.S.; providing that  
 60 if a regional planning council region, as such region  
 61 existed on January 1, 2021, does not have a hurricane  
 62 evacuation shelter deficit, educational facilities  
 63 within the region are not required to incorporate the  
 64 public shelter criteria; requiring the statewide  
 65 emergency shelter plan to identify the general  
 66 location and square footage of existing and needed  
 67 shelters by regional planning council region, as such  
 68 regions existed on January 1, 2021; amending s.  
 69 1013.385, F.S.; authorizing counties, rather than  
 70 regional planning councils, to determine whether there  
 71 is sufficient shelter capacity in a school district;  
 72 amending s. 1013.74, F.S.; requiring public hurricane  
 73 evacuation shelters in certain regional planning  
 74 council regions, as such regions existed on January 1,  
 75 2021, to be constructed in accordance with public  
 76 shelter standards; amending ss. 68.082, 120.52,  
 77 120.525, 120.65, 163.3164, 163.3177, 163.3178,  
 78 163.3184, 163.3245, 163.568, 164.1031, 186.003,  
 79 186.006, 186.008, 186.803, 187.201, 218.32, 258.501,  
 80 260.0142, 288.0656, 288.975, 335.188, 338.2278,  
 81 339.155, 339.175, 339.63, 339.64, 341.041, 343.54,  
 82 369.303, 373.309, 377.703, 378.411, 380.031, 380.045,  
 83 380.055, 380.06, 380.061, 380.07, 380.507, 403.0752,  
 84 403.503, 403.50663, 403.507, 403.518, 403.522,  
 85 403.526, 403.5272, 403.5363, 403.5365, 403.537,  
 86 403.704, 403.7226, 403.9403, 403.941, 403.9422,  
 87 403.973, 408.033, 420.609, 427.012, 501.171, and

578-01357-21

202162c1

1013.30, F.S.; conforming provisions and cross-  
references to changes made by the act; amending ss.  
339.285, 373.415, and 403.5115, F.S.; conforming  
cross-references; reenacting ss. 57.105(5),  
57.111(3)(f), and 216.241(3), F.S., relating to  
attorney fees, civil actions and administrative  
proceedings initiated by state agencies, and  
initiation or commencement of new programs,  
respectively, to incorporate the amendment made to s.  
120.52, F.S., in references thereto; reenacting s.  
380.0552(6), F.S., relating to the Florida Keys Area  
and its protection and designation as an area of  
critical state concern, to incorporate the amendment  
made to s. 380.045, F.S., in a reference thereto;  
authorizing local governments to enter into agreements  
to create regional planning entities; providing an  
effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (7) and (8) of section 186.007,  
Florida Statutes, are amended to read:

186.007 State comprehensive plan; preparation; revision.—

(7) In preparing and revising the state comprehensive plan,  
the Executive Office of the Governor shall, to the extent  
feasible, consider studies, reports, and plans of each  
department, agency, and institution of state and local  
government, ~~each regional planning agency,~~ and the Federal  
Government and shall take into account the existing and

578-01357-21

202162c1

117 prospective resources, capabilities, and needs of state and  
118 local levels of government.

119 (8) The revision of the state comprehensive plan is a  
120 continuing process. Each section of the plan shall be reviewed  
121 and analyzed biennially by the Executive Office of the Governor  
122 in conjunction with the planning officers of other state  
123 agencies significantly affected by the provisions of the  
124 particular section under review. In conducting this review and  
125 analysis, the Executive Office of the Governor shall review and  
126 consider, with the assistance of the state land planning agency,  
127 any relevant reports, data, or analyses ~~and regional planning~~  
128 ~~councils, the evaluation and appraisal reports prepared pursuant~~  
129 ~~to s. 186.511.~~ Any necessary revisions of the state  
130 comprehensive plan shall be proposed by the Governor in a  
131 written report and be accompanied by an explanation of the need  
132 for such changes. If the Governor determines that changes are  
133 unnecessary, the written report must explain why changes are  
134 unnecessary. The proposed revisions and accompanying  
135 explanations may be submitted in the report required by s.  
136 186.031. Any proposed revisions to the plan shall be submitted  
137 to the Legislature as provided in s. 186.008(2) at least 30 days  
138 prior to the regular legislative session occurring in each even-  
139 numbered year.

140 Section 2. Sections 186.501, 186.502, 186.503, 186.504,  
141 186.505, 186.506, 186.507, 186.508, 186.509, 186.511, 186.512,  
142 and 186.513, Florida Statutes, are repealed.

143 Section 3. Section 186.515, Florida Statutes, is repealed.

144 Section 4. Paragraph (b) of subsection (1) of section  
145 215.559, Florida Statutes, is amended to read:

578-01357-21

202162c1

146 215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss  
147 Mitigation Program is established in the Division of Emergency  
148 Management.

149 (1) The Legislature shall annually appropriate \$10 million  
150 of the moneys authorized for appropriation under s.  
151 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the  
152 division for the purposes set forth in this section. Of the  
153 amount:

154 (b) Three million dollars in funds shall be used to  
155 retrofit existing facilities used as public hurricane shelters.  
156 Each year the division shall prioritize the use of these funds  
157 for projects included in the annual report of the Shelter  
158 Retrofit Report prepared in accordance with s. 252.385(3). The  
159 division must give funding priority to projects in regional  
160 planning council regions, as such regions existed on January 1,  
161 2021, that have shelter deficits and to projects that maximize  
162 the use of state funds.

163 Section 5. Paragraph (b) of subsection (2) and subsection  
164 (3) of section 252.385, Florida Statutes, are amended to read:  
165 252.385 Public shelter space.—

166 (2)

167 (b) By January 31 of each even-numbered year, the division  
168 shall prepare and submit a statewide emergency shelter plan to  
169 the Governor and Cabinet for approval, subject to the  
170 requirements for approval in s. 1013.37(2). The plan shall  
171 identify the general location and square footage of special  
172 needs shelters, by regional planning council region, as such  
173 regions existed on January 1, 2021, during the next 5 years. The  
174 plan shall also include information on the availability of



578-01357-21

202162c1

175 shelters that accept pets. The Department of Health shall assist  
176 the division in determining the estimated need for special needs  
177 shelter space and the adequacy of facilities to meet the needs  
178 of persons with special needs based on information from the  
179 registries of persons with special needs and other information.

180 (3) The division shall annually provide to the President of  
181 the Senate, the Speaker of the House of Representatives, and the  
182 Governor a list of facilities recommended to be retrofitted  
183 using state funds. State funds should be maximized and targeted  
184 to regional planning council regions, as such regions existed on  
185 January 1, 2021, with hurricane evacuation shelter deficits.

186 Retrofitting facilities in regions with public hurricane  
187 evacuation shelter deficits shall be given first priority and  
188 should be completed by 2003. All recommended facilities should  
189 be retrofitted by 2008. The owner or lessee of a public  
190 hurricane evacuation shelter that is included on the list of  
191 facilities recommended for retrofitting is not required to  
192 perform any recommended improvements.

193 Section 6. Paragraph (b) of subsection (26) of section  
194 320.08058, Florida Statutes, is amended to read:

195 320.08058 Specialty license plates.—

196 (26) TAMPA BAY ESTUARY LICENSE PLATES.—

197 (b) The annual use fees shall be distributed to the Tampa  
198 Bay Estuary Program created by s. 163.01.

199 1. A maximum of 5 percent of such fees may be used for  
200 marketing the plate.

201 2. ~~Twenty percent of the proceeds from the annual use fee,~~  
202 ~~not to exceed \$50,000, shall be provided to the Tampa Bay~~  
203 ~~Regional Planning Council for activities of the Agency on Bay~~

578-01357-21

202162c1

204 ~~Management implementing the Council/Agency Action Plan for the~~  
205 ~~restoration of the Tampa Bay estuary, as approved by the Tampa~~  
206 ~~Bay Estuary Program Policy Board.~~

207 ~~3.~~ The remaining proceeds must be used to implement the  
208 Comprehensive Conservation and Management Plan for Tampa Bay,  
209 pursuant to priorities approved by the Tampa Bay Estuary Program  
210 Policy Board.

211 Section 7. Subsection (3) of section 369.307, Florida  
212 Statutes, is amended to read:

213 369.307 Developments of regional impact in the Wekiva River  
214 Protection Area; land acquisition.—

215 (3) The Wekiva River Protection Area is hereby declared to  
216 be a natural resource of state and regional importance. The St.  
217 Johns River Water Management District ~~East Central Florida~~  
218 ~~Regional Planning Council~~ shall adopt policies that ~~as part of~~  
219 ~~its strategic regional policy plan and regional issues list~~  
220 ~~which~~ will protect the water quantity, water quality, hydrology,  
221 wetlands, aquatic and wetland-dependent wildlife species,  
222 habitat of species ~~designated pursuant to rules 39-27.003, 39-~~  
223 ~~27.004, and 39-27.005, Florida Administrative Code, and native~~  
224 vegetation in the Wekiva River Protection Area. The water  
225 management district council ~~council~~ shall also cooperate with the  
226 department in the department's implementation of ~~the provisions~~  
227 ~~of~~ s. 369.305.

228 Section 8. Subsections (1) and (4) of section 369.324,  
229 Florida Statutes, are amended to read:

230 369.324 Wekiva River Basin Commission.—

231 (1) The Wekiva River Basin Commission is created to monitor  
232 and ensure the implementation of the recommendations of the

578-01357-21

202162c1

233 Wekiva River Basin Coordinating Committee for the Wekiva Study  
234 Area. The St. Johns River Water Management District ~~East Central~~  
235 ~~Florida Regional Planning Council~~ shall provide staff support to  
236 the commission with funding assistance from the Department of  
237 Economic Opportunity. The commission shall be comprised of a  
238 total of 18 members appointed by the Governor, 9 of whom shall  
239 be voting members and 9 shall be ad hoc nonvoting members. The  
240 voting members shall include:

241 (a) One member of each of the Boards of County  
242 Commissioners for Lake, Orange, and Seminole Counties.

243 (b) One municipal elected official to serve as a  
244 representative of the municipalities located within the Wekiva  
245 Study Area of Lake County.

246 (c) One municipal elected official to serve as a  
247 representative of the municipalities located within the Wekiva  
248 Study Area of Orange County.

249 (d) One municipal elected official to serve as a  
250 representative of the municipalities located within the Wekiva  
251 Study Area of Seminole County.

252 (e) One citizen representing an environmental or  
253 conservation organization, one citizen representing a local  
254 property owner, a land developer, or an agricultural entity, and  
255 one at-large citizen who shall serve as chair of the council.

256 (f) The ad hoc nonvoting members shall include one  
257 representative from each of the following entities:

- 258 1. St. Johns River Management District.
- 259 2. Department of Economic Opportunity.
- 260 3. Department of Environmental Protection.
- 261 4. Department of Health.

578-01357-21

202162c1

- 262 5. Department of Agriculture and Consumer Services.  
263 6. Fish and Wildlife Conservation Commission.  
264 7. Department of Transportation.  
265 8. MetroPlan Orlando.  
266 9. Central Florida Expressway Authority.
- 267 (4) To assist the commission in its mission, the St. Johns  
268 River Water Management District ~~East Central Florida Regional~~  
269 ~~Planning Council~~, in coordination with the applicable regional  
270 and state agencies, shall serve as a clearinghouse of baseline  
271 or specialized studies through modeling and simulation,  
272 including collecting and disseminating data on the demographics,  
273 economics, and the environment of the Wekiva Study Area  
274 including the changing conditions of the Wekiva River surface  
275 and groundwater basin and associated influence on the Wekiva  
276 River and the Wekiva Springs.

277 Section 9. Subsections (3), (4), (7), (8), and (12) of  
278 section 380.05, Florida Statutes, are amended to read:

279 380.05 Areas of critical state concern.—

280 (3) Each local government ~~regional planning agency~~ may  
281 ~~recommend to the state land planning agency from time to time~~  
282 ~~areas wholly or partially within its jurisdiction that meet the~~  
283 ~~criteria for areas of critical state concern as defined in this~~  
284 ~~section. Each regional planning agency shall solicit from the~~  
285 ~~local governments within its jurisdiction suggestions as to~~  
286 ~~areas to be recommended. A local government in an area where~~  
287 ~~there is no regional planning agency~~ may recommend to the state  
288 land planning agency from time to time areas wholly or partially  
289 within its jurisdiction that meet the criteria for areas of  
290 critical state concern as defined in this section. If the state

578-01357-21

202162c1

291 land planning agency does not recommend to the commission as an  
292 area of critical state concern an area substantially similar to  
293 one that has been recommended, it shall respond in writing as to  
294 its reasons therefor.

295 (4) Before ~~Prior to~~ submitting any recommendation to the  
296 commission under subsection (1), the state land planning agency  
297 shall give notice to any committee appointed pursuant to s.  
298 380.045 and to all local governments ~~and regional planning~~  
299 ~~agencies~~ that include within their boundaries any part of any  
300 area of critical state concern proposed to be designated by the  
301 rule, in addition to any notice otherwise required under chapter  
302 120.

303 (7) The state land planning agency ~~and any applicable~~  
304 ~~regional planning agency~~ shall, to the greatest extent possible,  
305 provide technical assistance to local governments in the  
306 preparation of the land development regulations and local  
307 comprehensive plan for areas of critical state concern.

308 (8) If any local government fails to submit land  
309 development regulations or a local comprehensive plan, or if the  
310 regulations or plan or plan amendment submitted do not comply  
311 with the principles for guiding development set out in the rule  
312 designating the area of critical state concern, within 120 days  
313 after the adoption of the rule designating an area of critical  
314 state concern, or within 120 days after the issuance of a  
315 recommended order on the compliance of the plan or plan  
316 amendment pursuant to s. 163.3184, or within 120 days after the  
317 effective date of an order rejecting a proposed land development  
318 regulation, the state land planning agency shall submit to the  
319 commission recommended land development regulations and a local

578-01357-21

202162c1

320 comprehensive plan or portions thereof applicable to that local  
321 government's portion of the area of critical state concern.  
322 Within 45 days following receipt of the recommendation from the  
323 agency, the commission shall either reject the recommendation as  
324 tendered or adopt the recommendation with or without  
325 modification, and by rule establish land development regulations  
326 and a local comprehensive plan applicable to that local  
327 government's portion of the area of critical state concern.  
328 However, such rule shall not become effective before ~~prior to~~  
329 legislative review of an area of critical state concern pursuant  
330 to paragraph (1)(c). In the rule, the commission shall specify  
331 the extent to which its land development regulations, plans, or  
332 plan amendments will supersede, or will be supplementary to,  
333 local land development regulations and plans. Notice of any  
334 proposed rule issued under this section shall be given to all  
335 local governments and regional ~~planning~~ agencies in the area of  
336 critical state concern, in addition to any other notice required  
337 under chapter 120. The land development regulations and local  
338 comprehensive plan adopted by the commission under this section  
339 may include any type of regulation and plan that could have been  
340 adopted by the local government. Any land development  
341 regulations or local comprehensive plan or plan amendments  
342 adopted by the commission under this section shall be  
343 administered by the local government as part of, or in the  
344 absence of, the local land development regulations and local  
345 comprehensive plan.

346 (12) Upon the request of a substantially interested person  
347 pursuant to s. 120.54(7), a local government or regional  
348 ~~planning~~ agency within the designated area, or the state land

578-01357-21

202162c1

349 planning agency, the commission may by rule remove, contract, or  
350 expand any designated boundary. Boundary expansions are subject  
351 to legislative review pursuant to paragraph (1)(c). No boundary  
352 may be modified without a specific finding by the commission  
353 that such changes are consistent with necessary resource  
354 protection. The total boundaries of an entire area of critical  
355 state concern shall not be removed by the commission unless a  
356 minimum time of 1 year has elapsed from the adoption of  
357 regulations and a local comprehensive plan pursuant to  
358 subsection (1), subsection (6), subsection (8), or subsection  
359 (10). Before totally removing such boundaries, the commission  
360 shall make findings that the regulations and plans adopted  
361 pursuant to subsection (1), subsection (6), subsection (8), or  
362 subsection (10) are being effectively implemented by local  
363 governments within the area of critical state concern to protect  
364 the area and that adopted local government comprehensive plans  
365 within the area have been conformed to principles for guiding  
366 development for the area.

367 Section 10. Subsections (3) and (6) of section 403.7225,  
368 Florida Statutes, are amended to read:

369 403.7225 Local hazardous waste management assessments.—

370 (3) Each county ~~or regional planning council~~ shall  
371 coordinate the local hazardous waste management assessments  
372 within its jurisdiction according to guidelines established  
373 under s. 403.7226. If a county declines to perform the local  
374 hazardous waste management assessment, the county shall make  
375 arrangements with the department ~~its regional planning council~~  
376 to perform the assessment.

377 (6) Unless performed by the county pursuant to subsection

578-01357-21

202162c1

378 (3), the department ~~the regional planning councils~~ shall upon  
379 successful arrangements with a county:

380 (a) Perform local hazardous waste management assessments;  
381 and

382 (b) Provide any technical expertise needed by the counties  
383 in developing the assessments.

384 Section 11. Subsection (2) of section 403.723, Florida  
385 Statutes, is amended to read:

386 403.723 Siting of hazardous waste facilities.—It is the  
387 intent of the Legislature to facilitate siting of proper  
388 hazardous waste storage facilities in each region and any  
389 additional storage, treatment, or disposal facilities as  
390 required. The Legislature recognizes the need for facilitating  
391 disposal of waste produced by small generators, reducing the  
392 volume of wastes generated in the state, reducing the toxicity  
393 of wastes generated in the state, and providing treatment and  
394 disposal facilities in the state.

395 (2) After each county designates areas for storage  
396 facilities, the department ~~each regional planning council~~ shall  
397 designate one or more sites at which a regional hazardous waste  
398 storage or treatment facility could be constructed.

399 Section 12. Subsections (1) and (2) of section 1013.372,  
400 Florida Statutes, are amended to read:

401 1013.372 Education facilities as emergency shelters.—

402 (1) The Department of Education shall, in consultation with  
403 boards and county and state emergency management offices,  
404 include within the standards to be developed under this  
405 subsection public shelter design criteria to be incorporated  
406 into the Florida Building Code. The new criteria must be



578-01357-21

202162c1

407 designed to ensure that appropriate new educational facilities  
408 can serve as public shelters for emergency management purposes.  
409 A facility, or an appropriate area within a facility, for which  
410 a design contract is entered into after the effective date of  
411 the inclusion of the public shelter criteria in the code must be  
412 built in compliance with the amended code unless the facility or  
413 a part of it is exempted from using the new shelter criteria due  
414 to its location, size, or other characteristics by the  
415 applicable board with the concurrence of the applicable local  
416 emergency management agency or the Division of Emergency  
417 Management. Any educational facility located or proposed to be  
418 located in an identified category 1, 2, or 3 evacuation zone is  
419 not subject to the requirements of this subsection. If the  
420 regional planning council region in which the county is located,  
421 as such region existed on January 1, 2021, does not have a  
422 hurricane evacuation shelter deficit, as determined by the  
423 Division of Emergency Management, educational facilities within  
424 the planning council region are not required to incorporate the  
425 public shelter criteria.

426 (2) By January 31 of each even-numbered year, the Division  
427 of Emergency Management shall prepare and submit a statewide  
428 emergency shelter plan to the Governor and the Cabinet for  
429 approval. The plan must identify the general location and square  
430 footage of existing shelters, by regional planning council  
431 region, as such regions existed on January 1, 2021, and the  
432 general location and square footage of needed shelters, by  
433 regional planning council region, as such regions existed on  
434 January 1, 2021, during the next 5 years. The plan must identify  
435 the types of public facilities that should be constructed to

578-01357-21

202162c1

436 comply with emergency-shelter criteria and must recommend an  
437 appropriate and available source of funding for the additional  
438 cost of constructing emergency shelters within these public  
439 facilities. After the approval of the plan, a board may not be  
440 required to build more emergency-shelter space than identified  
441 as needed in the plan, and decisions pertaining to exemptions  
442 pursuant to subsection (1) must be guided by the plan.

443 Section 13. Paragraph (e) of subsection (2) of section  
444 1013.385, Florida Statutes, is amended to read:

445 1013.385 School district construction flexibility.—

446 (2) A resolution adopted under this section may propose  
447 implementation of exceptions to requirements of the uniform  
448 statewide building code for the planning and construction of  
449 public educational and ancillary plants adopted pursuant to ss.  
450 553.73 and 1013.37 relating to:

451 (e) Any other provisions that limit the ability of a school  
452 to operate in a facility on the same basis as a charter school  
453 pursuant to s. 1002.33(18) so long as the county regional  
454 ~~planning council~~ determines that there is sufficient shelter  
455 capacity within the school district as documented in the  
456 Statewide Emergency Shelter Plan.

457 Section 14. Subsection (4) of section 1013.74, Florida  
458 Statutes, is amended to read:

459 1013.74 University authorization for fixed capital outlay  
460 projects.—

461 (4) The university board of trustees shall, in consultation  
462 with local and state emergency management agencies, assess  
463 existing facilities to identify the extent to which each campus  
464 has public hurricane evacuation shelter space. The board shall

578-01357-21

202162c1

465 submit to the Governor and the Legislature by August 1 of each  
466 year a 5-year capital improvements program that identifies new  
467 or retrofitted facilities that will incorporate enhanced  
468 hurricane resistance standards and that can be used as public  
469 hurricane evacuation shelters. Enhanced hurricane resistance  
470 standards include fixed passive protection for window and door  
471 applications to provide mitigation protection, security  
472 protection with egress, and energy efficiencies that meet  
473 standards required in the 130-mile-per-hour wind zone areas. The  
474 board must also submit proposed facility retrofit projects to  
475 the Division of Emergency Management for assessment and  
476 inclusion in the annual report prepared in accordance with s.  
477 252.385(3). Until a regional planning council region, as such  
478 region existed on January 1, 2021, in which a campus is located  
479 has sufficient public hurricane evacuation shelter space, any  
480 campus building for which a design contract is entered into  
481 subsequent to July 1, 2001, and which has been identified by the  
482 board, with the concurrence of the local emergency management  
483 agency or the Division of Emergency Management, to be  
484 appropriate for use as a public hurricane evacuation shelter,  
485 must be constructed in accordance with public shelter standards.

486 Section 15. Paragraph (f) of subsection (1) of section  
487 68.082, Florida Statutes, is amended to read:

488 68.082 False claims against the state; definitions;  
489 liability.—

490 (1) As used in this section, the term:

491 (f) "State" means the government of the state or any  
492 department, division, bureau, commission, regional ~~planning~~  
493 agency, board, district, authority, agency, or other

578-01357-21

202162c1

494 instrumentality of the state.

495 Section 16. Paragraph (a) of subsection (1) of section  
496 120.52, Florida Statutes, is amended to read:

497 120.52 Definitions.—As used in this act:

498 (1) "Agency" means the following officers or governmental  
499 entities if acting pursuant to powers other than those derived  
500 from the constitution:

501 (a) The Governor; each state officer and state department,  
502 and each departmental unit described in s. 20.04; the Board of  
503 Governors of the State University System; the Commission on  
504 Ethics; the Fish and Wildlife Conservation Commission; a  
505 regional water supply authority; ~~a regional planning agency~~; a  
506 multicounty special district, but only if a majority of its  
507 governing board is comprised of nonelected persons; educational  
508 units; and each entity described in chapters 163, 373, 380, and  
509 582 ~~and s. 186.504~~.

510

511 This definition does not include a municipality or legal entity  
512 created solely by a municipality; a legal entity or agency  
513 created in whole or in part pursuant to part II of chapter 361;  
514 a metropolitan planning organization created pursuant to s.  
515 339.175; a separate legal or administrative entity created  
516 pursuant to s. 339.175 of which a metropolitan planning  
517 organization is a member; an expressway authority pursuant to  
518 chapter 348 or any transportation authority or commission under  
519 chapter 343 or chapter 349; or a legal or administrative entity  
520 created by an interlocal agreement pursuant to s. 163.01(7),  
521 unless any party to such agreement is otherwise an agency as  
522 defined in this subsection.

578-01357-21

202162c1

523 Section 17. Subsection (4) of section 120.525, Florida  
524 Statutes, is amended to read:

525 120.525 Meetings, hearings, and workshops.—

526 ~~(4) For purposes of establishing a quorum at meetings of~~  
527 ~~regional planning councils that cover three or more counties, a~~  
528 ~~voting member who appears via telephone, real-time~~  
529 ~~videoconferencing, or similar real-time electronic or video~~  
530 ~~communication that is broadcast publicly at the meeting location~~  
531 ~~may be counted toward the quorum requirement if at least one-~~  
532 ~~third of the voting members of the regional planning council are~~  
533 ~~physically present at the meeting location. A member must~~  
534 ~~provide oral, written, or electronic notice of his or her intent~~  
535 ~~to appear via telephone, real-time videoconferencing, or similar~~  
536 ~~real-time electronic or video communication to the regional~~  
537 ~~planning council at least 24 hours before the scheduled meeting.~~

538 Section 18. Subsection (9) of section 120.65, Florida  
539 Statutes, is amended to read:

540 120.65 Administrative law judges.—

541 (9) The division shall be reimbursed for administrative law  
542 judge services and travel expenses by the following entities:  
543 water management districts, ~~regional planning councils~~, school  
544 districts, community colleges, the Division of Florida Colleges,  
545 state universities, the Board of Governors of the State  
546 University System, the State Board of Education, the Florida  
547 School for the Deaf and the Blind, and the Commission for  
548 Independent Education. These entities shall contract with the  
549 division to establish a contract rate for services and  
550 provisions for reimbursement of administrative law judge travel  
551 expenses and video teleconferencing expenses attributable to

578-01357-21

202162c1

552 hearings conducted on behalf of these entities. The contract  
553 rate must be based on a total-cost-recovery methodology.

554 Section 19. Subsections (41) and (45) of section 163.3164,  
555 Florida Statutes, are amended to read:

556 163.3164 Community Planning Act; definitions.—As used in  
557 this act:

558 ~~(41) "Regional planning agency" means the council created~~  
559 ~~pursuant to chapter 186.~~

560 (44)~~(45)~~ "Structure" has the same meaning as in s.  
561 380.031(18) ~~s. 380.031(19)~~.

562 Section 20. Paragraph (h) of subsection (6) of section  
563 163.3177, Florida Statutes, is amended to read:

564 163.3177 Required and optional elements of comprehensive  
565 plan; studies and surveys.—

566 (6) In addition to the requirements of subsections (1)-(5),  
567 the comprehensive plan shall include the following elements:

568 (h)1. An intergovernmental coordination element showing  
569 relationships and stating principles and guidelines to be used  
570 in coordinating the adopted comprehensive plan with the plans of  
571 school boards, regional water supply authorities, and other  
572 units of local government providing services but not having  
573 regulatory authority over the use of land, with the  
574 comprehensive plans of adjacent municipalities, the county,  
575 adjacent counties, or the region, with the state comprehensive  
576 plan and with the applicable regional water supply plan approved  
577 pursuant to s. 373.709, as the case may require and as such  
578 adopted plans or plans in preparation may exist. This element of  
579 the local comprehensive plan must demonstrate consideration of  
580 the particular effects of the local plan, when adopted, upon the

578-01357-21

202162c1

581 development of adjacent municipalities, the county, adjacent  
582 counties, or the region, or upon the state comprehensive plan,  
583 as the case may require.

584 a. The intergovernmental coordination element must provide  
585 procedures for identifying and implementing joint planning  
586 areas, especially for the purpose of annexation, municipal  
587 incorporation, and joint infrastructure service areas.

588 b. The intergovernmental coordination element shall provide  
589 for a dispute resolution process, ~~as established pursuant to s.~~  
590 ~~186.509,~~ for bringing intergovernmental disputes to closure in a  
591 timely manner.

592 c. The intergovernmental coordination element shall provide  
593 for interlocal agreements as established pursuant to s.  
594 333.03(1)(b).

595 2. The intergovernmental coordination element shall also  
596 state principles and guidelines to be used in coordinating the  
597 adopted comprehensive plan with the plans of school boards and  
598 other units of local government providing facilities and  
599 services but not having regulatory authority over the use of  
600 land. In addition, the intergovernmental coordination element  
601 must describe joint processes for collaborative planning and  
602 decisionmaking on population projections and public school  
603 siting, the location and extension of public facilities subject  
604 to concurrency, and siting facilities with countywide  
605 significance, including locally unwanted land uses whose nature  
606 and identity are established in an agreement.

607 3. Within 1 year after adopting their intergovernmental  
608 coordination elements, each county, all the municipalities  
609 within that county, the district school board, and any unit of

578-01357-21

202162c1

610 local government service providers in that county shall  
611 establish by interlocal or other formal agreement executed by  
612 all affected entities, the joint processes described in this  
613 subparagraph consistent with their adopted intergovernmental  
614 coordination elements. The agreement must:

615 a. Ensure that the local government addresses through  
616 coordination mechanisms the impacts of development proposed in  
617 the local comprehensive plan upon development in adjacent  
618 municipalities, the county, adjacent counties, the region, and  
619 the state. The area of concern for municipalities shall include  
620 adjacent municipalities, the county, and counties adjacent to  
621 the municipality. The area of concern for counties shall include  
622 all municipalities within the county, adjacent counties, and  
623 adjacent municipalities.

624 b. Ensure coordination in establishing level of service  
625 standards for public facilities with any state, regional, or  
626 local entity having operational and maintenance responsibility  
627 for such facilities.

628 Section 21. Subsection (5) of section 163.3178, Florida  
629 Statutes, is amended to read:

630 163.3178 Coastal management.—

631 (5) A ~~The appropriate~~ dispute resolution process ~~provided~~  
632 ~~under s. 186.509~~ must be used to reconcile inconsistencies  
633 between port master plans and local comprehensive plans. In  
634 recognition of the state's commitment to deepwater ports, the  
635 state comprehensive plan must include goals, objectives, and  
636 policies that establish a statewide strategy for enhancement of  
637 existing deepwater ports, ensuring that priority is given to  
638 water-dependent land uses. As an incentive for promoting plan



578-01357-21

202162c1

639 consistency, port facilities as defined in s. 315.02(6) on lands  
640 owned or controlled by a deepwater port as defined in s.  
641 311.09(1), as of the effective date of this act shall not be  
642 subject to development-of-regional-impact review provided the  
643 port either successfully completes an alternative comprehensive  
644 development agreement with a local government pursuant to ss.  
645 163.3220-163.3243 or successfully enters into a development  
646 agreement with the state land planning agency and applicable  
647 local government pursuant to s. 380.032 or, where the port is a  
648 department of a local government, successfully enters into a  
649 development agreement with the state land planning agency  
650 pursuant to s. 380.032. Port facilities as defined in s.  
651 315.02(6) on lands not owned or controlled by a deepwater port  
652 as defined in s. 311.09(1) as of the effective date of this act  
653 shall not be subject to development-of-regional-impact review  
654 provided the port successfully enters into a development  
655 agreement with the state land planning agency and applicable  
656 local government pursuant to s. 380.032 or, where the port is a  
657 department of a local government, successfully enters into a  
658 development agreement with the state land planning agency  
659 pursuant to s. 380.032.

660 Section 22. Paragraph (c) of subsection (1) and paragraph  
661 (b) of subsection (3) of section 163.3184, Florida Statutes, are  
662 amended to read:

663 163.3184 Process for adoption of comprehensive plan or plan  
664 amendment.—

665 (1) DEFINITIONS.—As used in this section, the term:

666 (c) "Reviewing agencies" means:

667 1. The state land planning agency;

578-01357-21

202162c1

668           2. ~~The appropriate regional planning council;~~  
669           ~~3.~~ The appropriate water management district;  
670           3.4. The Department of Environmental Protection;  
671           4.5. The Department of State;  
672           5.6. The Department of Transportation;  
673           6.7. In the case of plan amendments relating to public  
674 schools, the Department of Education;  
675           7.8. In the case of plans or plan amendments that affect a  
676 military installation listed in s. 163.3175, the commanding  
677 officer of the affected military installation;  
678           8.9. In the case of county plans and plan amendments, the  
679 Fish and Wildlife Conservation Commission and the Department of  
680 Agriculture and Consumer Services; and  
681           9.10. In the case of municipal plans and plan amendments,  
682 the county in which the municipality is located.

683           (3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF  
684 COMPREHENSIVE PLAN AMENDMENTS.—

685           (b)1. The local government, after the initial public  
686 hearing held pursuant to subsection (11), shall transmit within  
687 10 working days the amendment or amendments and appropriate  
688 supporting data and analyses to the reviewing agencies. The  
689 local governing body shall also transmit a copy of the  
690 amendments and supporting data and analyses to any other local  
691 government or governmental agency that has filed a written  
692 request with the governing body.

693           2. The reviewing agencies and any other local government or  
694 governmental agency specified in subparagraph 1. may provide  
695 comments regarding the amendment or amendments to the local  
696 government. State agencies shall only comment on important state

578-01357-21

202162c1

697 resources and facilities that will be adversely impacted by the  
698 amendment if adopted. Comments provided by state agencies shall  
699 state with specificity how the plan amendment will adversely  
700 impact an important state resource or facility and shall  
701 identify measures the local government may take to eliminate,  
702 reduce, or mitigate the adverse impacts. Such comments, if not  
703 resolved, may result in a challenge by the state land planning  
704 agency to the plan amendment. Agencies and local governments  
705 must transmit their comments to the affected local government  
706 such that they are received by the local government not later  
707 than 30 days after the date on which the agency or government  
708 received the amendment or amendments. Reviewing agencies shall  
709 also send a copy of their comments to the state land planning  
710 agency.

711 3. Comments to the local government from a ~~regional~~  
712 ~~planning council~~, county, or municipality shall be limited as  
713 follows:

714 a. ~~The regional planning council review and comments shall~~  
715 ~~be limited to adverse effects on regional resources or~~  
716 ~~facilities identified in the strategic regional policy plan and~~  
717 ~~extrajurisdictional impacts that would be inconsistent with the~~  
718 ~~comprehensive plan of any affected local government within the~~  
719 ~~region. A regional planning council may not review and comment~~  
720 ~~on a proposed comprehensive plan amendment prepared by such~~  
721 ~~council unless the plan amendment has been changed by the local~~  
722 ~~government subsequent to the preparation of the plan amendment~~  
723 ~~by the regional planning council.~~

724 ~~b.~~ County comments shall be in the context of the  
725 relationship and effect of the proposed plan amendments on the

578-01357-21

202162c1

726 county plan.

727 ~~b.e.~~ Municipal comments shall be in the context of the  
728 relationship and effect of the proposed plan amendments on the  
729 municipal plan.

730 ~~c.d.~~ Military installation comments shall be provided in  
731 accordance with s. 163.3175.

732 4. Comments to the local government from state agencies  
733 shall be limited to the following subjects as they relate to  
734 important state resources and facilities that will be adversely  
735 impacted by the amendment if adopted:

736 a. The Department of Environmental Protection shall limit  
737 its comments to the subjects of air and water pollution;  
738 wetlands and other surface waters of the state; federal and  
739 state-owned lands and interest in lands, including state parks,  
740 greenways and trails, and conservation easements; solid waste;  
741 water and wastewater treatment; and the Everglades ecosystem  
742 restoration.

743 b. The Department of State shall limit its comments to the  
744 subjects of historic and archaeological resources.

745 c. The Department of Transportation shall limit its  
746 comments to issues within the agency's jurisdiction as it  
747 relates to transportation resources and facilities of state  
748 importance.

749 d. The Fish and Wildlife Conservation Commission shall  
750 limit its comments to subjects relating to fish and wildlife  
751 habitat and listed species and their habitat.

752 e. The Department of Agriculture and Consumer Services  
753 shall limit its comments to the subjects of agriculture,  
754 forestry, and aquaculture issues.

578-01357-21

202162c1

755 f. The Department of Education shall limit its comments to  
756 the subject of public school facilities.

757 g. The appropriate water management district shall limit  
758 its comments to flood protection and floodplain management,  
759 wetlands and other surface waters, and regional water supply.

760 h. The state land planning agency shall limit its comments  
761 to important state resources and facilities outside the  
762 jurisdiction of other commenting state agencies and may include  
763 comments on countervailing planning policies and objectives  
764 served by the plan amendment that should be balanced against  
765 potential adverse impacts to important state resources and  
766 facilities.

767 Section 23. Subsection (2) of section 163.3245, Florida  
768 Statutes, is amended to read:

769 163.3245 Sector plans.—

770 (2) The ~~Upon the request of a~~ local government having  
771 jurisdiction, ~~the applicable regional planning council~~ shall  
772 conduct a scoping meeting with affected local governments and  
773 those agencies identified in s. 163.3184(1)(c) before  
774 preparation of the sector plan. The purpose of this meeting is  
775 to assist the state land planning agency ~~and the local~~  
776 ~~government~~ in the identification of the relevant planning issues  
777 to be addressed and the data and resources available to assist  
778 in the preparation of the sector plan. ~~If a scoping meeting is~~  
779 ~~conducted, the regional planning council shall make written~~  
780 ~~recommendations to the state land planning agency and affected~~  
781 ~~local governments on the issues requested by the local~~  
782 ~~government.~~ The scoping meeting shall be noticed and open to the  
783 public. If the entire planning area proposed for the sector plan

578-01357-21

202162c1

784 is within the jurisdiction of two or more local governments,  
785 some or all of them may enter into a joint planning agreement  
786 pursuant to s. 163.3171 with respect to the geographic area to  
787 be subject to the sector plan, the planning issues that will be  
788 emphasized, procedures for intergovernmental coordination to  
789 address extrajurisdictional impacts, supporting application  
790 materials including data and analysis, procedures for public  
791 participation, or other issues.

792 Section 24. Paragraph (i) of subsection (2) of section  
793 163.568, Florida Statutes, is amended to read:

794 163.568 Purposes and powers.—

795 (2) The authority is granted the authority to exercise all  
796 powers necessary, appurtenant, convenient, or incidental to the  
797 carrying out of the aforesaid purposes, including, but not  
798 limited to, the following rights and powers:

799 (i) To develop transportation plans, and to coordinate its  
800 planning and programs with those of appropriate municipal,  
801 county, and state agencies and other political subdivisions of  
802 the state. All transportation plans are subject to review and  
803 approval by the Department of Transportation ~~and by the regional~~  
804 ~~planning agency, if any,~~ for consistency with programs or  
805 planning for the area and region.

806 Section 25. Subsection (2) of section 164.1031, Florida  
807 Statutes, is amended to read:

808 164.1031 Definitions.—For purposes of this act:

809 (2) "Regional governmental entities" includes ~~regional~~  
810 ~~planning councils,~~ metropolitan planning organizations, water  
811 supply authorities that include more than one county, local  
812 health councils, water management districts, and other regional

578-01357-21

202162c1

813 entities that are authorized and created by general or special  
814 law that have duties or responsibilities extending beyond the  
815 jurisdiction of a single county.

816 Section 26. Subsection (5) of section 186.003, Florida  
817 Statutes, is amended to read:

818 186.003 Definitions; ss. 186.001-186.031, 186.801-186.901.—  
819 As used in ss. 186.001-186.031 and 186.801-186.901, the term:

820 ~~(5) "Regional planning agency" means the regional planning~~  
821 ~~council created pursuant to ss. 186.501-186.515 to exercise~~  
822 ~~responsibilities under ss. 186.001-186.031 and 186.801-186.901~~  
823 ~~in a particular region of the state.~~

824 Section 27. Subsection (7) of section 186.006, Florida  
825 Statutes, is amended to read:

826 186.006 Powers and responsibilities of Executive Office of  
827 the Governor.—For the purpose of establishing consistency and  
828 uniformity in the state and regional planning process and in  
829 order to ensure that the intent of ss. 186.001-186.031 and  
830 186.801-186.901 is accomplished, the Executive Office of the  
831 Governor shall:

832 (7) Act as the state clearinghouse ~~and designate the~~  
833 ~~regional planning councils as the regional data clearinghouses.~~

834 Section 28. Subsection (1) of section 186.008, Florida  
835 Statutes, is amended to read:

836 186.008 State comprehensive plan; revision;  
837 implementation.—

838 (1) On or before October 1 of every odd-numbered year, the  
839 Executive Office of the Governor shall prepare, and the Governor  
840 shall recommend to the Administration Commission, any proposed  
841 revisions to the state comprehensive plan deemed necessary. The

578-01357-21

202162c1

842 Governor shall transmit his or her recommendations and  
843 explanation as required by s. 186.007(8). Copies shall also be  
844 provided to each state agency, ~~to each regional planning agency,~~  
845 to any other unit of government that requests a copy, and to any  
846 member of the public who requests a copy.

847 Section 29. Section 186.803, Florida Statutes, is amended  
848 to read:

849 186.803 Use of geographic information by governmental  
850 entities.—When state agencies, water management districts,  
851 ~~regional planning councils,~~ local governments, and other  
852 governmental entities use maps, including geographic information  
853 maps and other graphic information materials, as the source of  
854 data for planning or any other purposes, they must take into  
855 account that the accuracy and reliability of such maps and data  
856 may be limited by various factors, including the scale of the  
857 maps, the timeliness and accuracy of the underlying information,  
858 the availability of more accurate site-specific information, and  
859 the presence or absence of ground truthing or peer review of the  
860 underlying information contained in such maps and other graphic  
861 information. This section does not apply to maps adopted  
862 pursuant to part II of chapter 163.

863 Section 30. Paragraph (b) of subsection (20) of section  
864 187.201, Florida Statutes, is amended to read:

865 187.201 State Comprehensive Plan adopted.—The Legislature  
866 hereby adopts as the State Comprehensive Plan the following  
867 specific goals and policies:

868 (20) GOVERNMENTAL EFFICIENCY.—

869 (b) *Policies.*—

870 1. Encourage greater cooperation between, among, and within



578-01357-21

202162c1

871 all levels of Florida government through the use of appropriate  
872 interlocal agreements and mutual participation for mutual  
873 benefit.

874 2. Allow the creation of independent special taxing  
875 districts which have uniform general law standards and  
876 procedures and do not overburden other governments and their  
877 taxpayers while preventing the proliferation of independent  
878 special taxing districts which do not meet these standards.

879 3. Encourage the use of municipal services taxing units and  
880 other dependent special districts to provide needed  
881 infrastructure where the fiscal capacity exists to support such  
882 an approach.

883 4. Eliminate regulatory activities that are not tied to  
884 specific public and natural resource protection needs.

885 5. Eliminate needless duplication of, and promote  
886 cooperation in, governmental activities between, among, and  
887 within state, regional, county, city, and other governmental  
888 units.

889 6. Ensure, wherever possible, that the geographic  
890 boundaries of water management districts, ~~regional planning~~  
891 ~~councils~~, and substate districts of the executive departments  
892 shall be coterminous for related state or agency programs and  
893 functions and promote interagency agreements in order to reduce  
894 the number of districts ~~and councils~~ with jurisdiction in any  
895 one county.

896 7. Encourage and provide for the restructuring of city and  
897 county political jurisdictions with the goals of greater  
898 efficiency and high-quality and more equitable and responsive  
899 public service programs.

578-01357-21

202162c1

900 8. Replace multiple, small scale, economically inefficient  
901 local public facilities with regional facilities where they are  
902 proven to be more economical, particularly in terms of energy  
903 efficiency, and yet can retain the quality of service expected  
904 by the public.

905 9. Encourage greater efficiency and economy at all levels  
906 of government through adoption and implementation of effective  
907 records management, information management, and evaluation  
908 procedures.

909 10. Throughout government, establish citizen management  
910 efficiency groups and internal management groups to make  
911 recommendations for greater operating efficiencies and improved  
912 management practices.

913 11. Encourage governments to seek outside contracting on a  
914 competitive-bid basis when cost-effective and appropriate.

915 12. Discourage undue expansion of state government and make  
916 every effort to streamline state government in a cost-effective  
917 manner.

918 13. Encourage joint venture solutions to mutual problems  
919 between levels of government and private enterprise.

920 Section 31. Paragraph (c) of subsection (1) and subsection  
921 (2) of section 218.32, Florida Statutes, are amended to read:

922 218.32 Annual financial reports; local governmental  
923 entities.—

924 (1)

925 (c) Each ~~regional planning council created under s.~~  
926 ~~186.504, each~~ local government finance commission, board, or  
927 council, and each municipal power corporation created as a  
928 separate legal or administrative entity by interlocal agreement

578-01357-21

202162c1

929 under s. 163.01(7) shall submit to the department a copy of its  
930 audit report and an annual financial report for the previous  
931 fiscal year in a format prescribed by the department.

932 (2) The department shall annually by December 1 file a  
933 verified report with the Governor, the Legislature, the Auditor  
934 General, and the Special District Accountability Program of the  
935 Department of Economic Opportunity showing the revenues, both  
936 locally derived and derived from intergovernmental transfers,  
937 and the expenditures of each local governmental entity, ~~regional~~  
938 ~~planning council~~, local government finance commission, and  
939 municipal power corporation that is required to submit an annual  
940 financial report. In preparing the verified report, the  
941 department may request additional information from the local  
942 governmental entity. The information requested must be provided  
943 to the department within 45 days after the request. If the local  
944 governmental entity does not comply with the request, the  
945 department shall notify the Legislative Auditing Committee,  
946 which may take action pursuant to s. 11.40(2). The report must  
947 include, but is not limited to:

948 (a) The total revenues and expenditures of each local  
949 governmental entity that is a component unit included in the  
950 annual financial report of the reporting entity.

951 (b) The amount of outstanding long-term debt by each local  
952 governmental entity. For purposes of this paragraph, the term  
953 "long-term debt" means any agreement or series of agreements to  
954 pay money, which, at inception, contemplate terms of payment  
955 exceeding 1 year in duration.

956 Section 32. Paragraph (a) of subsection (7) of section  
957 258.501, Florida Statutes, is amended to read:

578-01357-21

202162c1

958 258.501 Myakka River; wild and scenic segment.—

959 (7) MANAGEMENT COORDINATING COUNCIL.—

960 (a) Upon designation, the department shall create a  
961 permanent council to provide interagency and intergovernmental  
962 coordination in the management of the river. The coordinating  
963 council shall be composed of one representative appointed from  
964 each of the following: the department, the Department of  
965 Transportation, the Fish and Wildlife Conservation Commission,  
966 the Department of Economic Opportunity, the Florida Forest  
967 Service of the Department of Agriculture and Consumer Services,  
968 the Division of Historical Resources of the Department of State,  
969 ~~the Tampa Bay Regional Planning Council,~~ the Southwest Florida  
970 Water Management District, ~~the Southwest Florida Regional~~  
971 ~~Planning Council,~~ Manatee County, Sarasota County, Charlotte  
972 County, the City of Sarasota, the City of North Port,  
973 agricultural interests, environmental organizations, and any  
974 others deemed advisable by the department.

975 Section 33. Subsections (1) and (3) of section 260.0142,  
976 Florida Statutes, are amended to read:

977 260.0142 Florida Greenways and Trails Council; composition;  
978 powers and duties.—

979 (1) There is created within the department the Florida  
980 Greenways and Trails Council which shall advise the department  
981 in the execution of the department's powers and duties under  
982 this chapter. The council shall be composed of 19 ~~20~~ members,  
983 consisting of:

984 (a)1. Five members appointed by the Governor, with two  
985 members representing the trail user community, two members  
986 representing the greenway user community, and one member

578-01357-21

202162c1

987 representing private landowners.

988       2. Three members appointed by the President of the Senate,  
989 with one member representing the trail user community and two  
990 members representing the greenway user community.

991       3. Three members appointed by the Speaker of the House of  
992 Representatives, with two members representing the trail user  
993 community and one member representing the greenway user  
994 community.

995  
996 Those eligible to represent the trail user community shall be  
997 chosen from, but not be limited to, paved trail users, hikers,  
998 off-road bicyclists, users of off-highway vehicles, paddlers,  
999 equestrians, disabled outdoor recreational users, and commercial  
1000 recreational interests. Those eligible to represent the greenway  
1001 user community shall be chosen from, but not be limited to,  
1002 conservation organizations, nature study organizations, and  
1003 scientists and university experts.

1004       (b) The 8 ~~9~~ remaining members shall include:

1005       1. The Secretary of Environmental Protection or a designee.

1006       2. The executive director of the Fish and Wildlife  
1007 Conservation Commission or a designee.

1008       3. The Secretary of Transportation or a designee.

1009       4. The Director of the Florida Forest Service of the  
1010 Department of Agriculture and Consumer Services or a designee.

1011       5. The director of the Division of Historical Resources of  
1012 the Department of State or a designee.

1013       6. A representative of the water management districts.

1014 Membership on the council shall rotate among the five districts.

1015 The districts shall determine the order of rotation.

578-01357-21

202162c1

1016 7. A representative of a federal land management agency.  
1017 The Secretary of Environmental Protection shall identify the  
1018 appropriate federal agency and request designation of a  
1019 representative from the agency to serve on the council.

1020 ~~8. A representative of the regional planning councils to be~~  
1021 ~~appointed by the Secretary of Environmental Protection.~~  
1022 ~~Membership on the council shall rotate among the seven regional~~  
1023 ~~planning councils. The regional planning councils shall~~  
1024 ~~determine the order of rotation.~~

1025 ~~9.~~ A representative of local governments to be appointed by  
1026 the Secretary of Environmental Protection. Membership shall  
1027 alternate between a county representative and a municipal  
1028 representative.

1029 (3) The term of all appointees shall be for 2 years unless  
1030 otherwise specified. The appointees of the Governor, the  
1031 President of the Senate, and the Speaker of the House of  
1032 Representatives may be reappointed for no more than four  
1033 consecutive terms. The representatives of the water management  
1034 districts, ~~regional planning councils,~~ and local governments may  
1035 be reappointed for no more than two consecutive terms. All other  
1036 appointees shall serve until replaced.

1037 Section 34. Paragraph (a) of subsection (6) of section  
1038 288.0656, Florida Statutes, is amended to read:

1039 288.0656 Rural Economic Development Initiative.—

1040 (6) (a) By August 1 of each year, the head of each of the  
1041 following agencies and organizations shall designate a deputy  
1042 secretary or higher-level staff person from within the agency or  
1043 organization to serve as the REDI representative for the agency  
1044 or organization:

578-01357-21

202162c1

- 1045 1. The Department of Transportation.
- 1046 2. The Department of Environmental Protection.
- 1047 3. The Department of Agriculture and Consumer Services.
- 1048 4. The Department of State.
- 1049 5. The Department of Health.
- 1050 6. The Department of Children and Families.
- 1051 7. The Department of Corrections.
- 1052 8. The Department of Education.
- 1053 9. The Department of Juvenile Justice.
- 1054 10. The Fish and Wildlife Conservation Commission.
- 1055 11. Each water management district.
- 1056 12. Enterprise Florida, Inc.
- 1057 13. CareerSource Florida, Inc.
- 1058 14. VISIT Florida.
- 1059 15. ~~The Florida Regional Planning Council Association.~~
- 1060 ~~16.~~ The Agency for Health Care Administration.
- 1061 16.~~17.~~ The Institute of Food and Agricultural Sciences
- 1062 (IFAS).

1063  
 1064 An alternate for each designee shall also be chosen, and the  
 1065 names of the designees and alternates shall be sent to the  
 1066 executive director of the department.

1067 Section 35. Subsection (2), paragraph (c) of subsection  
 1068 (4), and subsections (7), (8), and (9) of section 288.975,  
 1069 Florida Statutes, are amended to read:

1070 288.975 Military base reuse plans.—

1071 (2) As used in this section, the term:

1072 (a) "Affected local government" means a local government  
 1073 adjoining the host local government and any other unit of local

578-01357-21

202162c1

1074 government that is not a host local government but that is  
1075 identified in a proposed military base reuse plan as providing,  
1076 operating, or maintaining one or more public facilities as  
1077 defined in s. 163.3164 on lands within or serving a military  
1078 base designated for closure by the Federal Government.

1079 (b) "Affected person" means a host local government; an  
1080 affected local government; any state, regional, or federal  
1081 agency; or a person who resides, owns property, or owns or  
1082 operates a business within the boundaries of a host local  
1083 government or affected local government.

1084 (c) "Base reuse activities" means development as defined in  
1085 s. 380.04 on a military base designated for closure or closed by  
1086 the Federal Government.

1087 (d) "Host local government" means a local government within  
1088 the jurisdiction of which all or part of a military base  
1089 designated for closure by the Federal Government is located.  
1090 This shall not include a county if no part of a military base is  
1091 located in its unincorporated area.

1092 (e) "Military base" means a military base designated for  
1093 closure or closed by the Federal Government.

1094 ~~(f) "Regional policy plan" means a strategic regional~~  
1095 ~~policy plan that has been adopted by rule by a regional planning~~  
1096 ~~council pursuant to s. 186.508.~~

1097 ~~(g) "State comprehensive plan" means the plan as provided~~  
1098 ~~in chapter 187.~~

1099 (4)

1100 (c) Military base reuse plans shall identify projected  
1101 impacts to significant regional resources and natural resources  
1102 ~~of regional significance as identified by applicable regional~~



578-01357-21

202162c1

1103 ~~planning councils in their regional policy plans~~ and the actions  
1104 that shall be taken to mitigate such impacts.

1105 (7) A military base reuse plan shall be consistent with the  
1106 comprehensive plan of the host local government and shall not  
1107 conflict with the comprehensive plan of any affected local  
1108 governments. A military base reuse plan shall be consistent with  
1109 the nonprocedural requirements of part II of chapter 163 and  
1110 rules adopted thereunder, ~~applicable regional policy plans,~~ and  
1111 the state comprehensive plan.

1112 (8) At the request of a host local government, the  
1113 department shall coordinate a presubmission workshop concerning  
1114 a military base reuse plan within the boundaries of the host  
1115 jurisdiction. Agencies that shall participate in the workshop  
1116 shall include any affected local governments; the Department of  
1117 Environmental Protection; the department; the Department of  
1118 Transportation; the Department of Health; the Department of  
1119 Children and Families; the Department of Juvenile Justice; the  
1120 Department of Agriculture and Consumer Services; the Department  
1121 of State; the Fish and Wildlife Conservation Commission; and any  
1122 applicable water management districts ~~and regional planning~~  
1123 ~~councils~~. The purposes of the workshop shall be to assist the  
1124 host local government to understand issues of concern to the  
1125 above listed entities pertaining to the military base site and  
1126 to identify opportunities for better coordination of planning  
1127 and review efforts with the information and analyses generated  
1128 by the federal environmental impact statement process and the  
1129 federal community base reuse planning process.

1130 (9) If a host local government elects to use the optional  
1131 provisions of this act, it shall, no later than 12 months after

578-01357-21

202162c1

1132 notifying the agencies of its intent pursuant to subsection (3)  
1133 either:

1134 (a) Send a copy of the proposed military base reuse plan  
1135 for review to any affected local governments; the Department of  
1136 Environmental Protection; the department; the Department of  
1137 Transportation; the Department of Health; the Department of  
1138 Children and Families; the Department of Juvenile Justice; the  
1139 Department of Agriculture and Consumer Services; the Department  
1140 of State; the Fish and Wildlife Conservation Commission; and any  
1141 applicable water management districts; and regional planning  
1142 councils, or

1143 (b) Petition the department for an extension of the  
1144 deadline for submitting a proposed reuse plan. Such an extension  
1145 request must be justified by changes or delays in the closure  
1146 process by the federal Department of Defense or for reasons  
1147 otherwise deemed to promote the orderly and beneficial planning  
1148 of the subject military base reuse. The department may grant  
1149 extensions to the required submission date of the reuse plan.

1150 Section 36. Paragraph (b) of subsection (3) of section  
1151 335.188, Florida Statutes, is amended to read:

1152 335.188 Access management standards; access control  
1153 classification system; criteria.-

1154 (3) The control classification system shall be developed  
1155 consistent with the following:

1156 (b) The access control classification system shall be  
1157 developed in cooperation with counties, municipalities, the  
1158 state land planning agency, ~~regional planning councils~~,  
1159 metropolitan planning organizations, and other local  
1160 governmental entities.

578-01357-21

202162c1

1161 Section 37. Paragraph (c) of subsection (3) of section  
1162 338.2278, Florida Statutes, as amended by section 91 of chapter  
1163 2020-114, Laws of Florida, is amended to read:

1164 338.2278 Multi-use Corridors of Regional Economic  
1165 Significance Program.—

1166 (3)

1167 (c)1. During the project development phase, the department  
1168 shall utilize an inclusive, consensus-building mechanism for  
1169 each proposed multiuse corridor identified in subsection (2).  
1170 For each multiuse corridor identified in subsection (2), the  
1171 department shall convene a corridor task force composed of  
1172 appropriate representatives of:

1173 a. The Department of Environmental Protection;

1174 b. The Department of Economic Opportunity;

1175 c. The Department of Education;

1176 d. The Department of Health;

1177 e. The Fish and Wildlife Conservation Commission;

1178 f. The Department of Agriculture and Consumer Services;

1179 g. The local water management district or districts;

1180 h. A local government official from each local government  
1181 within a proposed corridor;

1182 i. Metropolitan planning organizations;

1183 j. ~~Regional planning councils;~~

1184 ~~k.~~ The community, who may be an individual or a member of a  
1185 nonprofit community organization, as determined by the  
1186 department; and

1187 k.1. Appropriate environmental groups, such as 1000 Friends  
1188 of Florida, Audubon Florida, the Everglades Foundation, The  
1189 Nature Conservancy, the Florida Sierra Club, and the Florida

578-01357-21

202162c1

1190 Wildlife Corridor, as determined by the department.

1191 2. The secretary of the department shall appoint the  
1192 members of the respective corridor task forces by August 1,  
1193 2019.

1194 3. Each corridor task force shall coordinate with the  
1195 department on pertinent aspects of corridor analysis, including  
1196 accommodation or colocation of multiple types of infrastructure,  
1197 addressing issues such as those identified in subsection (1),  
1198 within or adjacent to the corridor.

1199 4. Each corridor task force shall evaluate the need for,  
1200 and the economic and environmental impacts of, hurricane  
1201 evacuation impacts of, and land use impacts of, the related  
1202 corridor as identified in subsection (2).

1203 5. Each corridor task force shall hold a public meeting in  
1204 accordance with chapter 286 in each local government  
1205 jurisdiction in which a project within an identified corridor is  
1206 being considered.

1207 6. To the maximum extent feasible, the department shall  
1208 adhere to the recommendations of the task force created for each  
1209 corridor in the design of the multiple modes of transportation  
1210 and multiple types of infrastructure associated with the  
1211 corridor. The task force for each corridor may consider and  
1212 recommend innovative concepts to combine right-of-way  
1213 acquisition with the acquisition of lands or easements to  
1214 facilitate environmental mitigation or ecosystem, wildlife  
1215 habitat, or water quality protection or restoration. The  
1216 department, in consultation with the Department of Environmental  
1217 Protection, may incorporate those features into each corridor  
1218 during the project development phase.

578-01357-21

202162c1

1219           7. The Southwest-Central Florida Connector corridor task  
1220 force shall:

1221           a. Address the impacts of the construction of a project  
1222 within the corridor on panther and other critical wildlife  
1223 habitat and evaluate in its final report the need for  
1224 acquisition of lands for state conservation or as mitigation for  
1225 project construction; and

1226           b. Evaluate wildlife crossing design features to protect  
1227 panther and other critical wildlife habitat corridor  
1228 connections.

1229           8. The Suncoast Connector corridor task force and the  
1230 Northern Turnpike Connector corridor task force shall evaluate  
1231 design features and the need for acquisition of state  
1232 conservation lands that mitigate the impact of project  
1233 construction within the respective corridors on:

1234           a. The water quality and quantity of springs, rivers, and  
1235 aquifer recharge areas;

1236           b. Agricultural land uses; and

1237           c. Wildlife habitat.

1238           9. Each corridor task force shall issue its evaluations in  
1239 a final report that must be submitted to the Governor, the  
1240 President of the Senate, and the Speaker of the House of  
1241 Representatives by November 15, 2020 ~~October 1, 2020~~.

1242           10. The department shall provide affected local governments  
1243 with a copy of the applicable task force report and project  
1244 alignments. Not later than December 31, 2023, a local government  
1245 that has an interchange within its jurisdiction shall review the  
1246 applicable task force report and its local comprehensive plan as  
1247 adopted under chapter 163. The local government review must

578-01357-21

202162c1

1248 include consideration of whether the area in and around the  
1249 interchange contains appropriate land uses and natural resource  
1250 protections and whether the comprehensive plan should be amended  
1251 to provide such appropriate uses and protections.

1252 Section 38. Subsection (4) of section 339.155, Florida  
1253 Statutes, is amended to read:

1254 339.155 Transportation planning.—

1255 (4) ADDITIONAL TRANSPORTATION PLANS.—

1256 (a) Upon request by local governmental entities, the  
1257 department may in its discretion develop and design  
1258 transportation corridors, arterial and collector streets,  
1259 vehicular parking areas, and other support facilities which are  
1260 consistent with the plans of the department for major  
1261 transportation facilities. The department may render to local  
1262 governmental entities or their planning agencies such technical  
1263 assistance and services as are necessary so that local plans and  
1264 facilities are coordinated with the plans and facilities of the  
1265 department.

1266 ~~(b) Each regional planning council, as provided for in s.~~  
1267 ~~186.504, or any successor agency thereto, shall develop, as an~~  
1268 ~~element of its strategic regional policy plan, transportation~~  
1269 ~~goals and policies. The transportation goals and policies must~~  
1270 ~~be prioritized to comply with the prevailing principles provided~~  
1271 ~~in subsection (1) and s. 334.046(1). The transportation goals~~  
1272 ~~and policies shall be consistent, to the maximum extent~~  
1273 ~~feasible, with the goals and policies of the metropolitan~~  
1274 ~~planning organization and the Florida Transportation Plan. The~~  
1275 ~~transportation goals and policies of the regional planning~~  
1276 ~~council will be advisory only and shall be submitted to the~~

578-01357-21

202162c1

1277 ~~department and any affected metropolitan planning organization~~  
1278 ~~for their consideration and comments. Metropolitan planning~~  
1279 ~~organization plans and other local transportation plans shall be~~  
1280 ~~developed consistent, to the maximum extent feasible, with the~~  
1281 ~~regional transportation goals and policies.~~

1282       ~~(e)~~ Regional transportation plans may be developed in  
1283 regional transportation areas in accordance with an interlocal  
1284 agreement entered into pursuant to s. 163.01 by two or more  
1285 contiguous metropolitan planning organizations; one or more  
1286 metropolitan planning organizations and one or more contiguous  
1287 counties, none of which is a member of a metropolitan planning  
1288 organization; a multicounty regional transportation authority  
1289 created by or pursuant to law; two or more contiguous counties  
1290 that are not members of a metropolitan planning organization; or  
1291 metropolitan planning organizations comprised of three or more  
1292 counties.

1293       (c)~~(d)~~ The interlocal agreement must, at a minimum,  
1294 identify the entity that will coordinate the development of the  
1295 regional transportation plan; delineate the boundaries of the  
1296 regional transportation area; provide the duration of the  
1297 agreement and specify how the agreement may be terminated,  
1298 modified, or rescinded; describe the process by which the  
1299 regional transportation plan will be developed; and provide how  
1300 members of the entity will resolve disagreements regarding  
1301 interpretation of the interlocal agreement or disputes relating  
1302 to the development or content of the regional transportation  
1303 plan. Such interlocal agreement shall become effective upon its  
1304 recordation in the official public records of each county in the  
1305 regional transportation area.

578-01357-21

202162c1

1306        (d)~~(e)~~ The regional transportation plan developed pursuant  
1307 to this section must, at a minimum, identify regionally  
1308 significant transportation facilities located within a regional  
1309 transportation area and contain a prioritized list of regionally  
1310 significant projects. The projects shall be adopted into the  
1311 capital improvements schedule of the local government  
1312 comprehensive plan pursuant to s. 163.3177(3).

1313        Section 39. Paragraph (g) of subsection (6) of section  
1314 339.175, Florida Statutes, is amended to read:

1315        339.175 Metropolitan planning organization.—

1316        (6) POWERS, DUTIES, AND RESPONSIBILITIES.—The powers,  
1317 privileges, and authority of an M.P.O. are those specified in  
1318 this section or incorporated in an interlocal agreement  
1319 authorized under s. 163.01. Each M.P.O. shall perform all acts  
1320 required by federal or state laws or rules, now and subsequently  
1321 applicable, which are necessary to qualify for federal aid. It  
1322 is the intent of this section that each M.P.O. shall be involved  
1323 in the planning and programming of transportation facilities,  
1324 including, but not limited to, airports, intercity and high-  
1325 speed rail lines, seaports, and intermodal facilities, to the  
1326 extent permitted by state or federal law.

1327        (g) Each M.P.O. shall have an executive or staff director  
1328 who reports directly to the M.P.O. governing board for all  
1329 matters regarding the administration and operation of the M.P.O.  
1330 and any additional personnel as deemed necessary. The executive  
1331 director and any additional personnel may be employed either by  
1332 an M.P.O. or by another governmental entity, such as a county,  
1333 or city~~, or regional planning council~~, that has a staff services  
1334 agreement signed and in effect with the M.P.O. Each M.P.O. may



578-01357-21

202162c1

1335 enter into contracts with local or state agencies, private  
1336 planning firms, private engineering firms, or other public or  
1337 private entities to accomplish its transportation planning and  
1338 programming duties and administrative functions.

1339 Section 40. Subsections (3) and (4) of section 339.63,  
1340 Florida Statutes, are amended to read:

1341 339.63 System facilities designated; additions and  
1342 deletions.—

1343 (3) After the initial designation of the Strategic  
1344 Intermodal System under subsection (1), the department shall, in  
1345 coordination with the metropolitan planning organizations, local  
1346 governments, ~~regional planning councils~~, transportation  
1347 providers, and affected public agencies, add facilities to or  
1348 delete facilities from the Strategic Intermodal System described  
1349 in paragraphs (2) (b) and (c) based upon criteria adopted by the  
1350 department.

1351 (4) After the initial designation of the Strategic  
1352 Intermodal System under subsection (1), the department shall, in  
1353 coordination with the metropolitan planning organizations, local  
1354 governments, ~~regional planning councils~~, transportation  
1355 providers, and affected public agencies, add facilities to or  
1356 delete facilities from the Strategic Intermodal System described  
1357 in paragraph (2) (a) based upon criteria adopted by the  
1358 department. However, an airport that is designated as a reliever  
1359 airport to a Strategic Intermodal System airport which has at  
1360 least 75,000 itinerant operations per year, has a runway length  
1361 of at least 5,500 linear feet, is capable of handling aircraft  
1362 weighing at least 60,000 pounds with a dual wheel configuration  
1363 which is served by at least one precision instrument approach,

578-01357-21

202162c1

1364 and serves a cluster of aviation-dependent industries, shall be  
1365 designated as part of the Strategic Intermodal System by the  
1366 Secretary of Transportation upon the request of a reliever  
1367 airport meeting this criteria.

1368 Section 41. Subsection (1) and paragraph (a) of subsection  
1369 (3) of section 339.64, Florida Statutes, are amended to read:

1370 339.64 Strategic Intermodal System Plan.—

1371 (1) The department shall develop, in cooperation with  
1372 metropolitan planning organizations, ~~regional planning councils,~~  
1373 local governments, and other transportation providers, a  
1374 Strategic Intermodal System Plan. The plan shall be consistent  
1375 with the Florida Transportation Plan developed pursuant to s.  
1376 339.155 and shall be updated at least once every 5 years,  
1377 subsequent to updates of the Florida Transportation Plan.

1378 (3) (a) During the development of updates to the Strategic  
1379 Intermodal System Plan, the department shall provide  
1380 metropolitan planning organizations, ~~regional planning councils,~~  
1381 local governments, transportation providers, affected public  
1382 agencies, and citizens with an opportunity to participate in and  
1383 comment on the development of the update.

1384 Section 42. Subsection (1) of section 341.041, Florida  
1385 Statutes, is amended to read:

1386 341.041 Transit responsibilities of the department.—The  
1387 department shall, within the resources provided pursuant to  
1388 chapter 216:

1389 (1) Develop a statewide plan that provides for public  
1390 transit and intercity bus service needs at least 5 years in  
1391 advance. The plan shall be developed in a manner that will  
1392 assure maximum use of existing facilities, and optimum

578-01357-21

202162c1

1393 integration and coordination of the various modes of  
1394 transportation, including both governmentally owned and  
1395 privately owned resources, in the most cost-effective manner  
1396 possible. The plan shall also incorporate plans adopted by local  
1397 ~~and regional~~ planning agencies which are consistent, to the  
1398 maximum extent feasible, with ~~adopted strategic policy plans and~~  
1399 approved local government comprehensive plans for the region and  
1400 units of local government covered by the plan and shall, insofar  
1401 as practical, conform to federal planning requirements. The plan  
1402 shall be consistent with the goals of the Florida Transportation  
1403 Plan developed pursuant to s. 339.155.

1404 Section 43. Paragraph (m) of subsection (3) of section  
1405 343.54, Florida Statutes, is amended to read:

1406 343.54 Powers and duties.—

1407 (3) The authority may exercise all powers necessary,  
1408 appurtenant, convenient, or incidental to the carrying out of  
1409 the aforesaid purposes, including, but not limited to, the  
1410 following rights and powers:

1411 (m) To cooperate with other governmental entities and to  
1412 contract with other governmental agencies, including the  
1413 Department of Transportation, the Federal Government, ~~regional~~  
1414 ~~planning councils~~, counties, and municipalities.

1415 Section 44. Subsection (1) of section 369.303, Florida  
1416 Statutes, is amended to read:

1417 369.303 Definitions.—As used in this part:

1418 ~~(1) "Council" means the East Central Florida Regional~~  
1419 ~~Planning Council.~~

1420 Section 45. Paragraph (e) of subsection (1) of section  
1421 373.309, Florida Statutes, is amended to read:

578-01357-21

202162c1

1422 373.309 Authority to adopt rules and procedures.—

1423 (1) The department shall adopt, and may from time to time  
1424 amend, rules governing the location, construction, repair, and  
1425 abandonment of water wells and shall be responsible for the  
1426 administration of this part. With respect thereto, the  
1427 department shall:

1428 (e) Encourage prevention of potable water well  
1429 contamination and promote cost-effective remediation of  
1430 contaminated potable water supplies by use of the Water Quality  
1431 Assurance Trust Fund as provided in s. 376.307(1)(e) and  
1432 establish by rule:

1433 1. Delineation of areas of groundwater contamination for  
1434 implementation of well location and construction, testing,  
1435 permitting, and clearance requirements as set forth in  
1436 subparagraphs 2., 3., 4., 5., and 6. The department shall make  
1437 available to water management districts, ~~regional planning~~  
1438 ~~councils~~, the Department of Health, and county building and  
1439 zoning departments, maps or other information on areas of  
1440 contamination, including areas of ethylene dibromide  
1441 contamination. Such maps or other information shall be made  
1442 available to property owners, realtors, real estate  
1443 associations, property appraisers, and other interested persons  
1444 upon request and upon payment of appropriate costs.

1445 2. Requirements for testing for suspected contamination in  
1446 areas of known contamination, as a prerequisite for clearance of  
1447 a water well for drinking purposes. The department is authorized  
1448 to establish criteria for acceptance of water quality testing  
1449 results from the Department of Health and laboratories certified  
1450 by the Department of Health, and is authorized to establish

578-01357-21

202162c1

1451 requirements for sample collection quality assurance.

1452 3. Requirements for mandatory connection to available  
1453 potable water systems in areas of known contamination, wherein  
1454 the department may prohibit the permitting and construction of  
1455 new potable water wells.

1456 4. Location and construction standards for public and all  
1457 other potable water wells permitted in areas of contamination.  
1458 Such standards shall be designed to minimize the effects of such  
1459 contamination.

1460 5. A procedure for permitting all potable water wells in  
1461 areas of known contamination. Any new water well that is to be  
1462 used for drinking water purposes and that does not meet  
1463 construction standards pursuant to subparagraph 4. must be  
1464 abandoned and plugged by the owner. Water management districts  
1465 shall implement, through delegation from the department, the  
1466 permitting and enforcement responsibilities of this  
1467 subparagraph.

1468 6. A procedure for clearing for use all potable water  
1469 wells, except wells that serve a public water supply system, in  
1470 areas of known contamination. If contaminants are found upon  
1471 testing pursuant to subparagraph 2., a well may not be cleared  
1472 for use without a filter or other means of preventing the users  
1473 of the well from being exposed to deleterious amounts of  
1474 contaminants. The Department of Health shall implement the  
1475 responsibilities of this subparagraph.

1476 7. Fees to be paid for well construction permits and  
1477 clearance for use. The fees shall be based on the actual costs  
1478 incurred by the water management districts, the Department of  
1479 Health, or other political subdivisions in carrying out the

578-01357-21

202162c1

1480 responsibilities related to potable water well permitting and  
1481 clearance for use. The fees shall provide revenue to cover all  
1482 such costs and shall be set according to the following schedule:

1483 a. The well construction permit fee may not exceed \$500.

1484 b. The clearance fee may not exceed \$50.

1485 8. Procedures for implementing well-location, construction,  
1486 testing, permitting, and clearance requirements as set forth in  
1487 subparagraphs 2.-6. within areas that research or monitoring  
1488 data indicate are vulnerable to contamination with nitrate, or  
1489 areas in which the department provides a subsidy for restoration  
1490 or replacement of contaminated drinking water supplies through  
1491 extending existing water lines or developing new water supply  
1492 systems pursuant to s. 376.307(1)(e). The department shall  
1493 consult with the Florida Ground Water Association in the process  
1494 of developing rules pursuant to this subparagraph.

1495

1496 All fees and funds collected by each delegated entity pursuant  
1497 to this part shall be deposited in the appropriate operating  
1498 account of that entity.

1499 Section 46. Paragraph (k) of subsection (2) of section  
1500 377.703, Florida Statutes, is amended to read:

1501 377.703 Additional functions of the Department of  
1502 Agriculture and Consumer Services.—

1503 (2) DUTIES.—The department shall perform the following  
1504 functions, unless as otherwise provided, consistent with the  
1505 development of a state energy policy:

1506 (k) The department shall coordinate energy-related programs  
1507 of state government, including, but not limited to, the programs  
1508 provided in this section. To this end, the department shall:

578-01357-21

202162c1

1509           1. Provide assistance to other state agencies, counties,  
1510 and municipalities, ~~and regional planning agencies~~ to further  
1511 and promote their energy planning activities.

1512           2. Require, in cooperation with the Department of  
1513 Management Services, all state agencies to operate state-owned  
1514 and state-leased buildings in accordance with energy  
1515 conservation standards as adopted by the Department of  
1516 Management Services. Every 3 months, the Department of  
1517 Management Services shall furnish the department data on  
1518 agencies' energy consumption and emissions of greenhouse gases  
1519 in a format prescribed by the department.

1520           3. Promote the development and use of renewable energy  
1521 resources, energy efficiency technologies, and conservation  
1522 measures.

1523           4. Promote the recovery of energy from wastes, including,  
1524 but not limited to, the use of waste heat, the use of  
1525 agricultural products as a source of energy, and recycling of  
1526 manufactured products. Such promotion shall be conducted in  
1527 conjunction with, and after consultation with, the Department of  
1528 Environmental Protection and the Florida Public Service  
1529 Commission where electrical generation or natural gas is  
1530 involved, and any other relevant federal, state, or local  
1531 governmental agency having responsibility for resource recovery  
1532 programs.

1533           Section 47. Subsection (3) of section 378.411, Florida  
1534 Statutes, is amended to read:

1535           378.411 Certification to receive notices of intent to mine,  
1536 to review, and to inspect for compliance.—

1537           (3) In making his or her determination, the secretary shall

578-01357-21

202162c1

1538 consult with the Department of Economic Opportunity, ~~the~~  
1539 ~~appropriate regional planning council,~~ and the appropriate water  
1540 management district.

1541 Section 48. Subsection (15) of section 380.031, Florida  
1542 Statutes, is amended to read:

1543 380.031 Definitions.—As used in this chapter:

1544 ~~(15) "Regional planning agency" means the agency designated~~  
1545 ~~by the state land planning agency to exercise responsibilities~~  
1546 ~~under this chapter in a particular region of the state.~~

1547 Section 49. Subsection (2) of section 380.045, Florida  
1548 Statutes, is amended to read:

1549 380.045 Resource planning and management committees;  
1550 objectives; procedures.—

1551 (2) The committee shall include, but shall not be limited  
1552 to, representation from each of the following: elected officials  
1553 from the local governments within the area under study; the  
1554 planning office of each of the local governments within the area  
1555 under study; the state land planning agency; any other state  
1556 agency under chapter 20 a representative of which the Governor  
1557 feels is relevant to the compilation of the committee; and a  
1558 water management district, if appropriate, ~~and regional planning~~  
1559 ~~council all or part of whose jurisdiction lies within the area~~  
1560 ~~under study.~~ After the appointment of the members, the Governor  
1561 shall select a chair and vice chair. A staff member of the state  
1562 land planning agency shall be appointed by the director of such  
1563 agency to serve as the secretary of the committee. The state  
1564 land planning agency shall, to the greatest extent possible,  
1565 provide technical assistance and administrative support to the  
1566 committee. Meetings will be called as needed by the chair or on



578-01357-21

202162c1

1567 the demand of three or more members of the committee. The  
1568 committee will act on a simple majority of a quorum present and  
1569 shall make a report within 6 months to the head of the state  
1570 land planning agency. The committee shall, from the time of  
1571 appointment, remain in existence for no less than 6 months.

1572 Section 50. Subsection (3) of section 380.055, Florida  
1573 Statutes, is amended to read:

1574 380.055 Big Cypress Area.—

1575 (3) DESIGNATION AS AREA OF CRITICAL STATE CONCERN.—The "Big  
1576 Cypress Area," as defined in this subsection, is hereby  
1577 designated as an area of critical state concern. "Big Cypress  
1578 Area" means the area generally depicted on the map entitled  
1579 "Boundary Map, Big Cypress National Freshwater Reserve,  
1580 Florida," numbered BC-91,001 and dated November 1971, which is  
1581 on file and available for public inspection in the office of the  
1582 National Park Service, Department of the Interior, Washington,  
1583 D.C., and in the office of the Board of Trustees of the Internal  
1584 Improvement Trust Fund, which is the area proposed as the  
1585 Federal Big Cypress National Freshwater Reserve, Florida, and  
1586 that area described as follows: Sections 1, 2, 11, 12 and 13 in  
1587 Township 49 South, Range 31 East; and Township 49 South, Range  
1588 32 East, less Sections 19, 30 and 31; and Township 49 South,  
1589 Range 33 East; and Township 49 South, Range 34 East; and  
1590 Sections 1 through 5 and 10 through 14 in Township 50 South,  
1591 Range 32 East; and Sections 1 through 18 and 20 through 25 in  
1592 Township 50 South, Range 33 East; and Township 50 South, Range  
1593 34 East, less Section 31; and Sections 1 and 2 in Township 51  
1594 South, Range 34 East; All in Collier County, Florida, which  
1595 described area shall be known as the "Big Cypress National

578-01357-21

202162c1

1596 Preserve Addition, Florida," together with such contiguous land  
1597 and water areas as are ecologically linked with the Everglades  
1598 National Park, certain of the estuarine fisheries of South  
1599 Florida, or the freshwater aquifer of South Florida, the  
1600 definitive boundaries of which shall be set in the following  
1601 manner: Within 120 days following the effective date of this  
1602 act, the state land planning agency shall recommend definitive  
1603 boundaries for the Big Cypress Area to the Administration  
1604 Commission, after giving notice to all local governments and  
1605 regional ~~planning~~ agencies which include within their boundaries  
1606 any part of the area proposed to be included in the Big Cypress  
1607 Area and holding such hearings as the state land planning agency  
1608 deems appropriate. Within 45 days following receipt of the  
1609 recommended boundaries, the Administration Commission shall  
1610 adopt, modify, or reject the recommendation and shall by rule  
1611 establish the boundaries of the area defined as the Big Cypress  
1612 Area.

1613 Section 51. Subsection (6) and paragraph (b) of subsection  
1614 (12) of section 380.06, Florida Statutes, are amended to read:  
1615 380.06 Developments of regional impact.—

1616 (6) REPORTS.—Notwithstanding any condition in a development  
1617 order for an approved development of regional impact, the  
1618 developer is not required to submit an annual or a biennial  
1619 report on the development of regional impact to the local  
1620 government, ~~the regional planning agency,~~ the state land  
1621 planning agency, and all affected permit agencies unless  
1622 required to do so by the local government that has jurisdiction  
1623 over the development. The penalty for failure to file such a  
1624 required report is as prescribed by the local government.

578-01357-21

202162c1

1625 (12) PROPOSED DEVELOPMENTS.—

1626 (b) This subsection does not apply to:

1627 1. Amendments to a development order governing an existing  
 1628 development of regional impact.

1629 2. An application for development approval filed with a  
 1630 concurrent plan amendment application pending as of May 14,  
 1631 2015, if the applicant elects to have the application reviewed  
 1632 pursuant to this section as it existed on that date. The  
 1633 election shall be in writing and filed with the affected local  
 1634 government, ~~regional planning council,~~ and state land planning  
 1635 agency before December 31, 2018.

1636 Section 52. Subsection (2) of section 380.061, Florida  
 1637 Statutes, is amended to read:

1638 380.061 The Florida Quality Developments program.—

1639 (2) Following written notification to the state land  
 1640 planning agency ~~and the appropriate regional planning agency,~~ a  
 1641 local government with an approved Florida Quality Development  
 1642 within its jurisdiction must set a public hearing pursuant to  
 1643 its local procedures and shall adopt a local development order  
 1644 to replace and supersede the development order adopted by the  
 1645 state land planning agency for the Florida Quality Development.  
 1646 Thereafter, the Florida Quality Development shall follow the  
 1647 procedures and requirements for developments of regional impact  
 1648 as specified in this chapter.

1649 Section 53. Subsection (2) of section 380.07, Florida  
 1650 Statutes, is amended to read:

1651 380.07 Florida Land and Water Adjudicatory Commission.—

1652 (2) Whenever any local government issues any development  
 1653 order in any area of critical state concern, or in regard to the

578-01357-21

202162c1

1654 abandonment of any approved development of regional impact,  
1655 copies of such orders as prescribed by rule by the state land  
1656 planning agency shall be transmitted to the state land planning  
1657 agency, ~~the regional planning agency,~~ and the owner or developer  
1658 of the property affected by such order. The state land planning  
1659 agency shall adopt rules describing development order rendition  
1660 and effectiveness in designated areas of critical state concern.  
1661 Within 45 days after the order is rendered, the owner, the  
1662 developer, or the state land planning agency may appeal the  
1663 order to the Florida Land and Water Adjudicatory Commission by  
1664 filing a petition alleging that the development order is not  
1665 consistent with this part.

1666 Section 54. Subsection (3) of section 380.507, Florida  
1667 Statutes, is amended to read:

1668 380.507 Powers of the trust.—The trust shall have all the  
1669 powers necessary or convenient to carry out the purposes and  
1670 provisions of this part, including:

1671 (3) To provide technical and financial assistance to local  
1672 governments, state agencies, water management districts,  
1673 ~~regional planning councils,~~ and nonprofit agencies to carry out  
1674 projects and activities and develop programs to achieve the  
1675 purposes of this part.

1676 Section 55. Subsection (6) of section 403.0752, Florida  
1677 Statutes, is amended to read:

1678 403.0752 Ecosystem management agreements.—

1679 (6) The secretary of the department may form ecosystem  
1680 management advisory teams for consultation and participation in  
1681 the preparation of an ecosystem management agreement. The  
1682 secretary shall request the participation of at least the state

578-01357-21

202162c1

1683 and regional and local government entities having regulatory  
1684 authority over the activities to be subject to the ecosystem  
1685 management agreement. Such teams may also include  
1686 representatives of other participating or advisory government  
1687 agencies, which may include ~~regional planning councils~~, private  
1688 landowners, public landowners and managers, public and private  
1689 utilities, corporations, and environmental interests. Team  
1690 members shall be selected in a manner that ensures adequate  
1691 representation of the diverse interests and perspectives within  
1692 the designated ecosystem. Participation by any department of  
1693 state government is at the discretion of that agency.

1694 Section 56. Subsection (26) of section 403.503, Florida  
1695 Statutes, is amended to read:

1696 403.503 Definitions relating to Florida Electrical Power  
1697 Plant Siting Act.—As used in this act:

1698 ~~(26) "Regional planning council" means a regional planning~~  
1699 ~~council as defined in s. 186.503(4) in the jurisdiction of which~~  
1700 ~~the electrical power plant is proposed to be located.~~

1701 Section 57. Subsection (1) of section 403.50663, Florida  
1702 Statutes, is amended to read:

1703 403.50663 Informational public meetings.—

1704 (1) A local government within whose jurisdiction the power  
1705 plant is proposed to be sited may hold one informational public  
1706 meeting in addition to the hearings specifically authorized by  
1707 this act on any matter associated with the electrical power  
1708 plant proceeding. Such informational public meetings shall be  
1709 held by the local government ~~or by the regional planning council~~  
1710 ~~if the local government does not hold such meeting~~ within 70  
1711 days after the filing of the application. The purpose of an

578-01357-21

202162c1

1712 informational public meeting is for the local government ~~or~~  
1713 ~~regional planning council~~ to further inform the public about the  
1714 proposed electrical power plant or associated facilities, obtain  
1715 comments from the public, and formulate its recommendation with  
1716 respect to the proposed electrical power plant.

1717 Section 58. Paragraph (a) of subsection (2) of section  
1718 403.507, Florida Statutes, is amended to read:

1719 403.507 Preliminary statements of issues, reports, project  
1720 analyses, and studies.—

1721 (2) (a) No later than 100 days after the certification  
1722 application has been determined complete, the following agencies  
1723 shall prepare reports as provided below and shall submit them to  
1724 the department and the applicant, unless a final order denying  
1725 the determination of need has been issued under s. 403.519:

1726 1. The Department of Economic Opportunity shall prepare a  
1727 report containing recommendations which address the impact upon  
1728 the public of the proposed electrical power plant, based on the  
1729 degree to which the electrical power plant is consistent with  
1730 the applicable portions of the state comprehensive plan,  
1731 emergency management, and other such matters within its  
1732 jurisdiction. The Department of Economic Opportunity may also  
1733 comment on the consistency of the proposed electrical power  
1734 plant with applicable ~~strategic regional policy plans or~~ local  
1735 comprehensive plans and land development regulations.

1736 2. The water management district shall prepare a report as  
1737 to matters within its jurisdiction, including but not limited  
1738 to, the impact of the proposed electrical power plant on water  
1739 resources, regional water supply planning, and district-owned  
1740 lands and works.

578-01357-21

202162c1

1741           3. Each local government in whose jurisdiction the proposed  
1742 electrical power plant is to be located shall prepare a report  
1743 as to the consistency of the proposed electrical power plant  
1744 with all applicable local ordinances, regulations, standards, or  
1745 criteria that apply to the proposed electrical power plant,  
1746 including any applicable local environmental regulations adopted  
1747 pursuant to s. 403.182 or by other means.

1748           4. The Fish and Wildlife Conservation Commission shall  
1749 prepare a report as to matters within its jurisdiction.

1750           5. The Department of Transportation shall address the  
1751 impact of the proposed electrical power plant on matters within  
1752 its jurisdiction.

1753           Section 59. Paragraph (c) of subsection (2) of section  
1754 403.518, Florida Statutes, is amended to read:

1755           403.518 Fees; disposition.—The department shall charge the  
1756 applicant the following fees, as appropriate, which, unless  
1757 otherwise specified, shall be paid into the Florida Permit Fee  
1758 Trust Fund:

1759           (2) An application fee, which shall not exceed \$200,000.  
1760 The fee shall be fixed by rule on a sliding scale related to the  
1761 size, type, ultimate site capacity, or increase in electrical  
1762 generating capacity proposed by the application.

1763           (c)1. Upon written request with proper itemized accounting  
1764 within 90 days after final agency action by the board or  
1765 department or withdrawal of the application, the agencies that  
1766 prepared reports pursuant to s. 403.507 or participated in a  
1767 hearing pursuant to s. 403.508 may submit a written request to  
1768 the department for reimbursement of expenses incurred during the  
1769 certification proceedings. The request shall contain an

578-01357-21

202162c1

1770 accounting of expenses incurred which may include time spent  
1771 reviewing the application, preparation of any studies required  
1772 of the agencies by this act, agency travel and per diem to  
1773 attend any hearing held pursuant to this act, and for any local  
1774 government's ~~or regional planning council's~~ provision of notice  
1775 of public meetings required as a result of the application for  
1776 certification. The department shall review the request and  
1777 verify that the expenses are valid. Valid expenses shall be  
1778 reimbursed; however, in the event the amount of funds available  
1779 for reimbursement is insufficient to provide for full  
1780 compensation to the agencies requesting reimbursement,  
1781 reimbursement shall be on a prorated basis.

1782 2. If the application review is held in abeyance for more  
1783 than 1 year, the agencies may submit a request for  
1784 reimbursement. This time period shall be measured from the date  
1785 the applicant has provided written notification to the  
1786 department that it desires to have the application review  
1787 process placed on hold. The fee disbursement shall be processed  
1788 in accordance with subparagraph 1.

1789 Section 60. Subsection (21) of section 403.522, Florida  
1790 Statutes, is amended to read:

1791 403.522 Definitions relating to the Florida Electric  
1792 Transmission Line Siting Act.—As used in this act:

1793 ~~(21) "Regional planning council" means a regional planning~~  
1794 ~~council as defined in s. 186.503(4) in the jurisdiction of which~~  
1795 ~~the project is proposed to be located.~~

1796 Section 61. Paragraph (a) of subsection (2) of section  
1797 403.526, Florida Statutes, is amended to read:

1798 403.526 Preliminary statements of issues, reports, and



578-01357-21

202162c1

1799 project analyses; studies.-

1800 (2) (a) No later than 90 days after the filing of the  
1801 application, the following agencies shall prepare reports as  
1802 provided below, unless a final order denying the determination  
1803 of need has been issued under s. 403.537:

1804 1. The department shall prepare a report as to the impact  
1805 of each proposed transmission line or corridor as it relates to  
1806 matters within its jurisdiction.

1807 2. Each water management district in the jurisdiction of  
1808 which a proposed transmission line or corridor is to be located  
1809 shall prepare a report as to the impact on water resources and  
1810 other matters within its jurisdiction.

1811 3. The Department of Economic Opportunity shall prepare a  
1812 report containing recommendations which address the impact upon  
1813 the public of the proposed transmission line or corridor, based  
1814 on the degree to which the proposed transmission line or  
1815 corridor is consistent with the applicable portions of the state  
1816 comprehensive plan, emergency management, and other matters  
1817 within its jurisdiction. The Department of Economic Opportunity  
1818 may also comment on the consistency of the proposed transmission  
1819 line or corridor with applicable ~~strategic regional policy plans~~  
1820 ~~or~~ local comprehensive plans and land development regulations.

1821 4. The Fish and Wildlife Conservation Commission shall  
1822 prepare a report as to the impact of each proposed transmission  
1823 line or corridor on fish and wildlife resources and other  
1824 matters within its jurisdiction.

1825 5. Each local government shall prepare a report as to the  
1826 impact of each proposed transmission line or corridor on matters  
1827 within its jurisdiction, including the consistency of the

578-01357-21

202162c1

1828 proposed transmission line or corridor with all applicable local  
1829 ordinances, regulations, standards, or criteria that apply to  
1830 the proposed transmission line or corridor, including local  
1831 comprehensive plans, zoning regulations, land development  
1832 regulations, and any applicable local environmental regulations  
1833 adopted pursuant to s. 403.182 or by other means. A change by  
1834 the responsible local government or local agency in local  
1835 comprehensive plans, zoning ordinances, or other regulations  
1836 made after the date required for the filing of the local  
1837 government's report required by this section is not applicable  
1838 to the certification of the proposed transmission line or  
1839 corridor unless the certification is denied or the application  
1840 is withdrawn.

1841 6. The Department of Transportation shall prepare a report  
1842 as to the impact of the proposed transmission line or corridor  
1843 on state roads, railroads, airports, aeronautics, seaports, and  
1844 other matters within its jurisdiction.

1845 7. The commission shall prepare a report containing its  
1846 determination under s. 403.537, and the report may include the  
1847 comments from the commission with respect to any other subject  
1848 within its jurisdiction.

1849 8. Any other agency, if requested by the department, shall  
1850 also perform studies or prepare reports as to subjects within  
1851 the jurisdiction of the agency which may potentially be affected  
1852 by the proposed transmission line.

1853 Section 62. Subsection (1) of section 403.5272, Florida  
1854 Statutes, is amended to read:

1855 403.5272 Informational public meetings.—

1856 (1) A local government whose jurisdiction is to be crossed

578-01357-21

202162c1

1857 by a proposed corridor may hold one informational public meeting  
1858 in addition to the hearings specifically authorized by this act  
1859 on any matter associated with the transmission line proceeding.  
1860 The informational public meeting ~~may be conducted by the local~~  
1861 ~~government or the regional planning council~~ and shall be held no  
1862 later than 55 days after the application is filed. The purpose  
1863 of an informational public meeting is for the local government  
1864 ~~or regional planning council~~ to further inform the public about  
1865 the transmission line proposed, obtain comments from the public,  
1866 and formulate its recommendation with respect to the proposed  
1867 transmission line.

1868 Section 63. Subsection (4), paragraph (a) of subsection  
1869 (5), and paragraph (a) of subsection (6) of section 403.5363,  
1870 Florida Statutes, are amended to read:

1871 403.5363 Public notices; requirements.-

1872 (4) A local government ~~or regional planning council~~ that  
1873 proposes to conduct an informational public meeting pursuant to  
1874 s. 403.5272 must publish notice of the meeting in a newspaper of  
1875 general circulation within the county or counties in which the  
1876 proposed electrical transmission line will be located no later  
1877 than 7 days before ~~prior to~~ the meeting. A newspaper of general  
1878 circulation shall be the newspaper that has the largest daily  
1879 circulation in that county and has its principal office in that  
1880 county. If the newspaper with the largest daily circulation has  
1881 its principal office outside the county, the notices shall  
1882 appear in both the newspaper having the largest circulation in  
1883 that county and in a newspaper authorized to publish legal  
1884 notices in that county.

1885 (5) (a) A good faith effort shall be made by the applicant

578-01357-21

202162c1

1886 to provide direct notice of the filing of an application for  
1887 certification by United States mail or hand delivery no later  
1888 than 45 days after filing of the application to all local  
1889 landowners whose property, as noted in the most recent local  
1890 government tax records, and residences are located within one-  
1891 quarter mile of the proposed boundaries of a transmission line  
1892 corridor that only includes a transmission line as defined by s.  
1893 403.522(21) ~~s. 403.522(22)~~.

1894 (6) (a) A good faith effort shall be made by the proponent  
1895 of an alternate corridor that includes a transmission line, as  
1896 defined by s. 403.522(21) ~~s. 403.522(22)~~, to provide direct  
1897 notice of the filing of an alternate corridor for certification  
1898 by United States mail or hand delivery of the filing no later  
1899 than 30 days after filing of the alternate corridor to all local  
1900 landowners whose property, as noted in the most recent local  
1901 government tax records, and residences are located within one-  
1902 quarter mile of the proposed boundaries of a transmission line  
1903 corridor that includes a transmission line as defined by s.  
1904 403.522(21) ~~s. 403.522(22)~~.

1905 Section 64. Paragraph (d) of subsection (1) of section  
1906 403.5365, Florida Statutes, is amended to read:

1907 403.5365 Fees; disposition.—The department shall charge the  
1908 applicant the following fees, as appropriate, which, unless  
1909 otherwise specified, shall be paid into the Florida Permit Fee  
1910 Trust Fund:

1911 (1) An application fee.

1912 (d)1. Upon written request with proper itemized accounting  
1913 within 90 days after final agency action by the siting board or  
1914 the department or the written notification of the withdrawal of

578-01357-21

202162c1

1915 the application, the agencies that prepared reports under s.  
1916 403.526 or s. 403.5271 or participated in a hearing under s.  
1917 403.527 or s. 403.5271 may submit a written request to the  
1918 department for reimbursement of expenses incurred during the  
1919 certification proceedings. The request must contain an  
1920 accounting of expenses incurred, which may include time spent  
1921 reviewing the application, preparation of any studies required  
1922 of the agencies by this act, agency travel and per diem to  
1923 attend any hearing held under this act, and for the local  
1924 government ~~or regional planning council~~ providing additional  
1925 notice of the informational public meeting. The department shall  
1926 review the request and verify whether a claimed expense is  
1927 valid. Valid expenses shall be reimbursed; however, if the  
1928 amount of funds available for reimbursement is insufficient to  
1929 provide for full compensation to the agencies, reimbursement  
1930 shall be on a prorated basis.

1931 2. If the application review is held in abeyance for more  
1932 than 1 year, the agencies may submit a request for reimbursement  
1933 under subparagraph 1. This time period shall be measured from  
1934 the date the applicant has provided written notification to the  
1935 department that it desires to have the application review  
1936 process placed on hold. The fee disbursement shall be processed  
1937 in accordance with subparagraph 1.

1938 Section 65. Paragraphs (a) and (d) of subsection (1) of  
1939 section 403.537, Florida Statutes, are amended to read:

1940 403.537 Determination of need for transmission line; powers  
1941 and duties.—

1942 (1) (a) Upon request by an applicant or upon its own motion,  
1943 the Florida Public Service Commission shall schedule a public

578-01357-21

202162c1

1944 hearing, after notice, to determine the need for a transmission  
1945 line regulated by the Florida Electric Transmission Line Siting  
1946 Act, ss. 403.52-403.5365. The notice shall be published at least  
1947 21 days before the date set for the hearing and shall be  
1948 published by the applicant in at least one-quarter page size  
1949 notice in newspapers of general circulation, and by the  
1950 commission in the manner specified in chapter 120, by giving  
1951 notice to counties ~~and regional planning councils~~ in whose  
1952 jurisdiction the transmission line could be placed, and by  
1953 giving notice to any persons who have requested to be placed on  
1954 the mailing list of the commission for this purpose. Within 21  
1955 days after receipt of a request for determination by an  
1956 applicant, the commission shall set a date for the hearing. The  
1957 hearing shall be held pursuant to s. 350.01 within 45 days after  
1958 the filing of the request, and a decision shall be rendered  
1959 within 60 days after such filing.

1960 (d) The determination by the commission of the need for the  
1961 transmission line, as defined in s. 403.522(21) ~~s. 403.522(22)~~,  
1962 is binding on all parties to any certification proceeding under  
1963 the Florida Electric Transmission Line Siting Act and is a  
1964 condition precedent to the conduct of the certification hearing  
1965 prescribed therein. An order entered pursuant to this section  
1966 constitutes final agency action.

1967 Section 66. Subsection (17) of section 403.704, Florida  
1968 Statutes, is amended to read:

1969 403.704 Powers and duties of the department.—The department  
1970 shall have responsibility for the implementation and enforcement  
1971 of this act. In addition to other powers and duties, the  
1972 department shall:

578-01357-21

202162c1

1973 (17) Provide technical assistance to local governments and  
 1974 regional agencies to ensure consistency between county hazardous  
 1975 waste management assessments; coordinate the development of such  
 1976 assessments ~~with the assistance of the appropriate regional~~  
 1977 ~~planning councils~~; and review and make recommendations to the  
 1978 Legislature relative to the sufficiency of the assessments to  
 1979 meet state hazardous waste management needs.

1980 Section 67. Subsection (1) of section 403.7226, Florida  
 1981 Statutes, is amended to read:

1982 403.7226 Technical assistance by the department.—The  
 1983 department shall:

1984 (1) Provide technical assistance to county governments ~~and~~  
 1985 ~~regional planning councils~~ to ensure consistency in implementing  
 1986 local hazardous waste management assessments as provided in ss.  
 1987 403.7225, 403.7234, and 403.7236. In order to ensure that each  
 1988 local assessment is properly implemented and that all  
 1989 information gathered during the assessment is uniformly compiled  
 1990 and documented, each county ~~or regional planning council~~ shall  
 1991 contact the department during the preparation of the local  
 1992 assessment to receive technical assistance. Each county ~~or~~  
 1993 ~~regional planning council~~ shall follow guidelines established by  
 1994 the department, and adopted by rule as appropriate, in order to  
 1995 properly implement these assessments.

1996 Section 68. Subsection (22) of section 403.9403, Florida  
 1997 Statutes, is amended to read:

1998 403.9403 Definitions.—As used in ss. 403.9401-403.9425, the  
 1999 term:

2000 ~~(22) "Regional planning council" means a regional planning~~  
 2001 ~~council created pursuant to chapter 186 in the jurisdiction of~~

578-01357-21

202162c1

2002 ~~which the project is proposed to be located.~~

2003 Section 69. Paragraph (a) of subsection (2) of section  
2004 403.941, Florida Statutes, is amended to read:

2005 403.941 Preliminary statements of issues, reports, and  
2006 studies.—

2007 (2) (a) The affected agencies shall prepare reports as  
2008 provided in this paragraph and shall submit them to the  
2009 department and the applicant within 60 days after the  
2010 application is determined sufficient:

2011 1. The department shall prepare a report as to the impact  
2012 of each proposed natural gas transmission pipeline or corridor  
2013 as it relates to matters within its jurisdiction.

2014 2. Each water management district in the jurisdiction of  
2015 which a proposed natural gas transmission pipeline or corridor  
2016 is to be located shall prepare a report as to the impact on  
2017 water resources and other matters within its jurisdiction.

2018 3. The Department of Economic Opportunity shall prepare a  
2019 report containing recommendations which address the impact upon  
2020 the public of the proposed natural gas transmission pipeline or  
2021 corridor, based on the degree to which the proposed natural gas  
2022 transmission pipeline or corridor is consistent with the  
2023 applicable portions of the state comprehensive plan and other  
2024 matters within its jurisdiction. The Department of Economic  
2025 Opportunity may also comment on the consistency of the proposed  
2026 natural gas transmission pipeline or corridor with applicable  
2027 ~~strategic regional policy plans or~~ local comprehensive plans and  
2028 land development regulations.

2029 4. The Fish and Wildlife Conservation Commission shall  
2030 prepare a report as to the impact of each proposed natural gas



578-01357-21

202162c1

2031 transmission pipeline or corridor on fish and wildlife resources  
2032 and other matters within its jurisdiction.

2033         5. Each local government in which the natural gas  
2034 transmission pipeline or natural gas transmission pipeline  
2035 corridor will be located shall prepare a report as to the impact  
2036 of each proposed natural gas transmission pipeline or corridor  
2037 on matters within its jurisdiction, including the consistency of  
2038 the proposed natural gas transmission pipeline or corridor with  
2039 all applicable local ordinances, regulations, standards, or  
2040 criteria that apply to the proposed natural gas transmission  
2041 pipeline or corridor, including local comprehensive plans,  
2042 zoning regulations, land development regulations, and any  
2043 applicable local environmental regulations adopted pursuant to  
2044 s. 403.182 or by other means. No change by the responsible local  
2045 government or local agency in local comprehensive plans, zoning  
2046 ordinances, or other regulations made after the date required  
2047 for the filing of the local government's report required by this  
2048 section shall be applicable to the certification of the proposed  
2049 natural gas transmission pipeline or corridor unless the  
2050 certification is denied or the application is withdrawn.

2051         6. The Department of Transportation shall prepare a report  
2052 on the effect of the natural gas transmission pipeline or  
2053 natural gas transmission pipeline corridor on matters within its  
2054 jurisdiction, including roadway crossings by the pipeline. The  
2055 report shall contain at a minimum:

2056             a. A report by the applicant to the department stating that  
2057 all requirements of the department's utilities accommodation  
2058 guide have been or will be met in regard to the proposed  
2059 pipeline or pipeline corridor; and

578-01357-21

202162c1

2060           b. A statement by the department as to the adequacy of the  
2061 report to the department by the applicant.

2062           7. The Department of State, Division of Historical  
2063 Resources, shall prepare a report on the impact of the natural  
2064 gas transmission pipeline or natural gas transmission pipeline  
2065 corridor on matters within its jurisdiction.

2066           8. The commission shall prepare a report addressing matters  
2067 within its jurisdiction. The commission's report shall include  
2068 its determination of need issued pursuant to s. 403.9422.

2069           Section 70. Paragraph (a) of subsection (1) of section  
2070 403.9422, Florida Statutes, is amended to read:

2071           403.9422 Determination of need for natural gas transmission  
2072 pipeline; powers and duties.—

2073           (1) (a) Upon request by an applicant or upon its own motion,  
2074 the commission shall schedule a public hearing, after notice, to  
2075 determine the need for a natural gas transmission pipeline  
2076 regulated by ss. 403.9401-403.9425. Such notice shall be  
2077 published at least 45 days before the date set for the hearing  
2078 and shall be published in at least one-quarter page size in  
2079 newspapers of general circulation and in the Florida  
2080 Administrative Register, by giving notice to counties ~~and~~  
2081 ~~regional planning councils~~ in whose jurisdiction the natural gas  
2082 transmission pipeline could be placed, and by giving notice to  
2083 any persons who have requested to be placed on the mailing list  
2084 of the commission for this purpose. Within 21 days after receipt  
2085 of a request for determination by an applicant, the commission  
2086 shall set a date for the hearing. The hearing shall be held  
2087 pursuant to s. 350.01 within 75 days after the filing of the  
2088 request, and a decision shall be rendered within 90 days after

578-01357-21

202162c1

2089 such filing.

2090 Section 71. Subsection (4) of section 403.973, Florida  
2091 Statutes, is amended to read:2092 403.973 Expedited permitting; amendments to comprehensive  
2093 plans.—2094 (4) The regional teams shall be established through the  
2095 execution of a project-specific memorandum of agreement  
2096 developed and executed by the applicant and the secretary, with  
2097 input solicited from the respective heads of the Department of  
2098 Transportation and its district offices, the Department of  
2099 Agriculture and Consumer Services, the Fish and Wildlife  
2100 Conservation Commission, ~~appropriate regional planning councils,~~  
2101 appropriate water management districts, and voluntarily  
2102 participating municipalities and counties. The memorandum of  
2103 agreement should also accommodate participation in this  
2104 expedited process by other local governments and federal  
2105 agencies as circumstances warrant.2106 Section 72. Paragraphs (b) and (d) of subsection (1) of  
2107 section 408.033, Florida Statutes, are amended to read:

2108 408.033 Local and state health planning.—

2109 (1) LOCAL HEALTH COUNCILS.—

2110 (b) Each local health council may:

2111 1. Develop a district area health plan that permits each  
2112 local health council to develop strategies and set priorities  
2113 for implementation based on its unique local health needs.2114 2. Advise the agency on health care issues and resource  
2115 allocations.2116 3. Promote public awareness of community health needs,  
2117 emphasizing health promotion and cost-effective health service

578-01357-21

202162c1

2118 selection.

2119 4. Collect data and conduct analyses and studies related to  
2120 health care needs of the district, including the needs of  
2121 medically indigent persons, and assist the agency and other  
2122 state agencies in carrying out data collection activities that  
2123 relate to the functions in this subsection.

2124 5. Monitor the onsite construction progress, if any, of  
2125 certificate-of-need approved projects and report council  
2126 findings to the agency on forms provided by the agency.

2127 ~~6. Advise and assist any regional planning councils within~~  
2128 ~~each district that have elected to address health issues in~~  
2129 ~~their strategic regional policy plans with the development of~~  
2130 ~~the health element of the plans to address the health goals and~~  
2131 ~~policies in the State Comprehensive Plan.~~

2132 7. Advise and assist local governments within each district  
2133 on the development of an optional health plan element of the  
2134 comprehensive plan provided in chapter 163, to assure  
2135 compatibility with the health goals and policies in the State  
2136 Comprehensive Plan and district health plan. To facilitate the  
2137 implementation of this section, the local health council shall  
2138 annually provide the local governments in its service area, upon  
2139 request, with:

2140 a. A copy and appropriate updates of the district health  
2141 plan;

2142 b. A report of hospital and nursing home utilization  
2143 statistics for facilities within the local government  
2144 jurisdiction; and

2145 c. Applicable agency rules and calculated need  
2146 methodologies for health facilities and services regulated under

578-01357-21

202162c1

2147 s. 408.034 for the district served by the local health council.

2148 ~~7.8.~~ Monitor and evaluate the adequacy, appropriateness,  
2149 and effectiveness, within the district, of local, state,  
2150 federal, and private funds distributed to meet the needs of the  
2151 medically indigent and other underserved population groups.

2152 ~~8.9.~~ In conjunction with the Department of Health, plan for  
2153 services at the local level for persons infected with the human  
2154 immunodeficiency virus.

2155 ~~9.10.~~ Provide technical assistance to encourage and support  
2156 activities by providers, purchasers, consumers, and local,  
2157 regional, and state agencies in meeting the health care goals,  
2158 objectives, and policies adopted by the local health council.

2159 ~~10.11.~~ Provide the agency with data required by rule for  
2160 the review of certificate-of-need applications and the  
2161 projection of need for health services and facilities in the  
2162 district.

2163 (d) Each local health council shall enter into a memorandum  
2164 of agreement with each ~~regional planning council in its district~~  
2165 ~~that elects to address health issues in its strategic regional~~  
2166 ~~policy plan. In addition, each local health council shall enter~~  
2167 ~~into a memorandum of agreement with each~~ local government that  
2168 includes an optional health element in its comprehensive plan.  
2169 Each memorandum of agreement must specify the manner in which  
2170 each local government, ~~regional planning council,~~ and local  
2171 health council will coordinate its activities to ensure a  
2172 unified approach to health planning and implementation efforts.

2173 Section 73. Subsection (1) of section 420.609, Florida  
2174 Statutes, is amended to read:

2175 420.609 Affordable Housing Study Commission.—Because the

578-01357-21

202162c1

2176 Legislature firmly supports affordable housing in Florida for  
2177 all economic classes:

2178 (1) There is created the Affordable Housing Study  
2179 Commission, which shall be composed of 20 ~~21~~ members to be  
2180 appointed by the Governor:

2181 (a) One citizen actively engaged in the residential home  
2182 building industry.

2183 (b) One citizen actively engaged in the home mortgage  
2184 lending profession.

2185 (c) One citizen actively engaged in the real estate sales  
2186 profession.

2187 (d) One citizen actively engaged in apartment development.

2188 (e) One citizen actively engaged in the management and  
2189 operation of a rental housing development.

2190 (f) Two citizens who represent very-low-income and low-  
2191 income persons.

2192 (g) One citizen representing a community-based organization  
2193 with experience in housing development.

2194 (h) One citizen representing a community-based organization  
2195 with experience in housing development in a community with a  
2196 population of less than 50,000 persons.

2197 (i) Two citizens who represent elderly persons' housing  
2198 interests.

2199 (j) ~~One representative of regional planning councils.~~

2200 ~~(k)~~ One representative of the Florida League of Cities.

2201 (k) ~~(l)~~ One representative of the Florida Association of  
2202 Counties.

2203 (l) ~~(m)~~ Two citizens representing statewide growth  
2204 management organizations.

578-01357-21

202162c1

2205        (m) ~~(n)~~ One citizen of the state to serve as chair of the  
2206 commission.

2207        (n) ~~(o)~~ One citizen representing a residential community  
2208 developer.

2209        (o) ~~(p)~~ One member who is a resident of the state.

2210        (p) ~~(q)~~ One representative from a local housing authority.

2211        (q) ~~(r)~~ One citizen representing the housing interests of  
2212 homeless persons.

2213        Section 74. Subsection (8) of section 427.012, Florida  
2214 Statutes, is amended to read:

2215            427.012 The Commission for the Transportation  
2216 Disadvantaged.—There is created the Commission for the  
2217 Transportation Disadvantaged in the Department of  
2218 Transportation.

2219            (8) The commission shall appoint a technical working group  
2220 that includes representatives of private paratransit providers.  
2221 The technical working group shall advise the commission on  
2222 issues of importance to the state, including information,  
2223 advice, and direction regarding the coordination of services for  
2224 the transportation disadvantaged. The commission may appoint  
2225 other technical working groups whose members may include  
2226 representatives of community transportation coordinators;  
2227 metropolitan planning organizations; ~~regional planning councils;~~  
2228 experts in insurance, marketing, economic development, or  
2229 financial planning; and persons who use transportation for the  
2230 transportation disadvantaged, or their relatives, parents,  
2231 guardians, or service professionals who tend to their needs.

2232        Section 75. Paragraph (f) of subsection (1) of section  
2233 501.171, Florida Statutes, is amended to read:

578-01357-21

202162c1

2234 501.171 Security of confidential personal information.—

2235 (1) DEFINITIONS.—As used in this section, the term:

2236 (f) "Governmental entity" means any department, division,  
2237 bureau, commission, ~~regional planning agency~~, board, district,  
2238 authority, agency, or other instrumentality of this state that  
2239 acquires, maintains, stores, or uses data in electronic form  
2240 containing personal information.

2241 Section 76. Subsection (6) of section 1013.30, Florida  
2242 Statutes, is amended to read:

2243 1013.30 University campus master plans and campus  
2244 development agreements.—

2245 (6) Before a campus master plan is adopted, a copy of the  
2246 draft master plan must be sent for review or made available  
2247 electronically to the host and any affected local governments,  
2248 the state land planning agency, the Department of Environmental  
2249 Protection, the Department of Transportation, the Department of  
2250 State, the Fish and Wildlife Conservation Commission, and the  
2251 applicable water management district ~~and regional planning~~  
2252 ~~council~~. At the request of a governmental entity, a hard copy of  
2253 the draft master plan shall be submitted within 7 business days  
2254 of an electronic copy being made available. These agencies must  
2255 be given 90 days after receipt of the campus master plans in  
2256 which to conduct their review and provide comments to the  
2257 university board of trustees. The commencement of this review  
2258 period must be advertised in newspapers of general circulation  
2259 within the host local government and any affected local  
2260 government to allow for public comment. Following receipt and  
2261 consideration of all comments and the holding of an informal  
2262 information session and at least two public hearings within the



578-01357-21

202162c1

2263 host jurisdiction, the university board of trustees shall adopt  
2264 the campus master plan. It is the intent of the Legislature that  
2265 the university board of trustees comply with the notice  
2266 requirements set forth in s. 163.3184(11) to ensure full public  
2267 participation in this planning process. The informal public  
2268 information session must be held before the first public  
2269 hearing. The first public hearing shall be held before the draft  
2270 master plan is sent to the agencies specified in this  
2271 subsection. The second public hearing shall be held in  
2272 conjunction with the adoption of the draft master plan by the  
2273 university board of trustees. Campus master plans developed  
2274 under this section are not rules and are not subject to chapter  
2275 120 except as otherwise provided in this section.

2276 Section 77. Subsection (6) of section 339.285, Florida  
2277 Statutes, is amended to read:

2278 339.285 Enhanced Bridge Program for Sustainable  
2279 Transportation.—

2280 (6) Preference shall be given to bridge projects located on  
2281 corridors that connect to the Strategic Intermodal System,  
2282 created under s. 339.64, and that have been identified as  
2283 regionally significant in accordance with s. 339.155(4)(b), (c),  
2284 and (d) ~~s. 339.155(4)(c), (d), and (e).~~

2285 Section 78. Subsections (1) and (2) of section 373.415,  
2286 Florida Statutes, are amended to read:

2287 373.415 Protection zones; duties of the St. Johns River  
2288 Water Management District.—

2289 (1) Not later than November 1, 1988, the St. Johns River  
2290 Water Management District shall adopt rules establishing  
2291 protection zones adjacent to the watercourses in the Wekiva

578-01357-21

202162c1

2292 River System, as designated in s. 369.303(9) ~~s. 369.303(10)~~.

2293 Such protection zones shall be sufficiently wide to prevent harm  
2294 to the Wekiva River System, including water quality, water  
2295 quantity, hydrology, wetlands, and aquatic and wetland-dependent  
2296 wildlife species, caused by any of the activities regulated  
2297 under this part. Factors on which the widths of the protection  
2298 zones shall be based shall include, but not be limited to:

2299 (a) The biological significance of the wetlands and uplands  
2300 adjacent to the designated watercourses in the Wekiva River  
2301 System, including the nesting, feeding, breeding, and resting  
2302 needs of aquatic species and wetland-dependent wildlife species.

2303 (b) The sensitivity of these species to disturbance,  
2304 including the short-term and long-term adaptability to  
2305 disturbance of the more sensitive species, both migratory and  
2306 resident.

2307 (c) The susceptibility of these lands to erosion, including  
2308 the slope, soils, runoff characteristics, and vegetative cover.

2309  
2310 In addition, the rules may establish permitting thresholds,  
2311 permitting exemptions, or general permits, if such thresholds,  
2312 exemptions, or general permits do not allow significant adverse  
2313 impacts to the Wekiva River System to occur individually or  
2314 cumulatively.

2315 (2) Notwithstanding ~~the provisions of~~ s. 120.60, the St.  
2316 Johns River Water Management District shall not issue any permit  
2317 under this part within the Wekiva River Protection Area, as  
2318 defined in s. 369.303(8) ~~s. 369.303(9)~~, until the appropriate  
2319 local government has provided written notification to the  
2320 district that the proposed activity is consistent with the local

578-01357-21

202162c1

2321 comprehensive plan and is in compliance with any land  
2322 development regulation in effect in the area where the  
2323 development will take place. The district may, however, inform  
2324 any property owner who makes a request for such information as  
2325 to the location of the protection zone or zones on his or her  
2326 property. However, if a development proposal is amended as the  
2327 result of the review by the district, a permit may be issued  
2328 before ~~prior to~~ the development proposal being returned, if  
2329 necessary, to the local government for additional review.

2330 Section 79. Paragraph (a) of subsection (6) and paragraph  
2331 (a) of subsection (7) of section 403.5115, Florida Statutes, are  
2332 amended to read:

2333 403.5115 Public notice.—

2334 (6) (a) A good faith effort shall be made by the applicant  
2335 to provide direct written notice of the filing of an application  
2336 for certification by United States mail or hand delivery no  
2337 later than 45 days after filing of the application to all local  
2338 landowners whose property, as noted in the most recent local  
2339 government tax records, and residences are located within the  
2340 following distances of the proposed project:

2341 1. Three miles of the proposed main site boundaries of the  
2342 proposed electrical power plant.

2343 2. One-quarter mile for a transmission line corridor that  
2344 only includes a transmission line as defined by s. 403.522(21)  
2345 ~~s. 403.522(22)~~.

2346 3. One-quarter mile for all other linear associated  
2347 facilities extending away from the main site boundary except for  
2348 a transmission line corridor that includes a transmission line  
2349 that operates below those defined by s. 403.522(21) ~~s.~~

578-01357-21

202162c1

2350 ~~403.522(22).~~

2351 (7) (a) A good faith effort shall be made by the proponent  
2352 of an alternate corridor that includes a transmission line, as  
2353 defined by s. 403.522(21) ~~s. 403.522(22)~~, to provide direct  
2354 written notice of the filing of an alternate corridor for  
2355 certification by United States mail or hand delivery of the  
2356 filing no later than 30 days after filing of the alternate  
2357 corridor to all local landowners whose property, as noted in the  
2358 most recent local government tax records, and residences, are  
2359 located within one-quarter mile of the proposed boundaries of a  
2360 transmission line corridor that includes a transmission line as  
2361 defined by s. 403.522(21) ~~s. 403.522(22)~~.

2362 Section 80. For the purpose of incorporating the amendment  
2363 made by this act to section 120.52, Florida Statutes, in a  
2364 reference thereto, subsection (5) of section 57.105, Florida  
2365 Statutes, is reenacted to read:

2366 57.105 Attorney's fee; sanctions for raising unsupported  
2367 claims or defenses; exceptions; service of motions; damages for  
2368 delay of litigation.—

2369 (5) In administrative proceedings under chapter 120, an  
2370 administrative law judge shall award a reasonable attorney's fee  
2371 and damages to be paid to the prevailing party in equal amounts  
2372 by the losing party and a losing party's attorney or qualified  
2373 representative in the same manner and upon the same basis as  
2374 provided in subsections (1)-(4). Such award shall be a final  
2375 order subject to judicial review pursuant to s. 120.68. If the  
2376 losing party is an agency as defined in s. 120.52(1), the award  
2377 to the prevailing party shall be against and paid by the agency.  
2378 A voluntary dismissal by a nonprevailing party does not divest

578-01357-21

202162c1

2379 the administrative law judge of jurisdiction to make the award  
2380 described in this subsection.

2381 Section 81. For the purpose of incorporating the amendment  
2382 made by this act to section 120.52, Florida Statutes, in a  
2383 reference thereto, paragraph (f) of subsection (3) of section  
2384 57.111, Florida Statutes, is reenacted to read:

2385 57.111 Civil actions and administrative proceedings  
2386 initiated by state agencies; attorneys' fees and costs.—

2387 (3) As used in this section:

2388 (f) The term "state agency" has the meaning described in s.  
2389 120.52(1).

2390 Section 82. For the purpose of incorporating the amendment  
2391 made by this act to section 120.52, Florida Statutes, in a  
2392 reference thereto, subsection (3) of section 216.241, Florida  
2393 Statutes, is reenacted to read:

2394 216.241 Initiation or commencement of new programs;  
2395 approval; expenditure of certain revenues.—

2396 (3) Any revenues generated by any tax or fee imposed by  
2397 amendment to the State Constitution after October 1, 1999, shall  
2398 not be expended by any agency, as defined in s. 120.52(1),  
2399 except pursuant to appropriation by the Legislature.

2400 Section 83. For the purpose of incorporating the amendment  
2401 made by this act to section 380.045, Florida Statutes, in a  
2402 reference thereto, subsection (6) of section 380.0552, Florida  
2403 Statutes, is reenacted to read:

2404 380.0552 Florida Keys Area; protection and designation as  
2405 area of critical state concern.—

2406 (6) RESOURCE PLANNING AND MANAGEMENT COMMITTEE.—The  
2407 Governor, acting as the chief planning officer of the state,

578-01357-21

202162c1

2408 shall appoint a resource planning and management committee for  
2409 the Florida Keys Area with the membership as specified in s.  
2410 380.045(2). Meetings shall be called as needed by the chair or  
2411 on the demand of three or more members of the committee. The  
2412 committee shall:

2413 (a) Serve as a liaison between the state and local  
2414 governments within Monroe County.

2415 (b) Develop, with local government officials in the Florida  
2416 Keys Area, recommendations to the state land planning agency as  
2417 to the sufficiency of the Florida Keys Area's comprehensive plan  
2418 and land development regulations.

2419 (c) Recommend to the state land planning agency changes to  
2420 state and regional plans and regulatory programs affecting the  
2421 Florida Keys Area.

2422 (d) Assist units of local government within the Florida  
2423 Keys Area in carrying out the planning functions and other  
2424 responsibilities required by this section.

2425 (e) Review, at a minimum, all reports and other materials  
2426 provided to it by the state land planning agency or other  
2427 governmental agencies.

2428 Section 84. Local governments may enter into agreements to  
2429 create regional planning entities pursuant to chapter 163,  
2430 Florida Statutes.

2431 Section 85. This act shall take effect July 1, 2021.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

March 9, 2021

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

**From:** Chasity H. O'Steen, County Attorney



**Title:** Status Report on Legal Resources Available to Assist Low-Income Minorities with Resolving Real Property Title Issues and Identifying Options for Developing or Conveying Their Property

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<b>Review and Approval:</b>	Chasity H. O'Steen, County Attorney Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator

**Statement of Issue:**

As requested at the January 25th Board Retreat, this item seeks Board acceptance of the status report on legal resources that are available to assist low-income minorities in Leon County with resolving real property title issues and identifying options for developing or conveying their property.

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Accept the status report on legal resources available to assist low-income minorities with resolving real property title issues and identifying options for developing or conveying their property.



## Report and Discussion

### **Background:**

As requested by the Board at the January 25th Retreat, this item provides a status report on legal resources that are available to assist low-income minorities in Leon County with resolving real property title issues and identifying options for developing or conveying their property.

### **Analysis:**

The following nonprofit organizations provide free legal assistance to low-income individuals of Leon County for various civil matters, including real property issues:

- Legal Services of North Florida, Inc.
- Legal Aid Foundation of the Tallahassee Bar Association, Inc.

An overview of each organization is set forth as follows:

#### **Legal Services of North Florida, Inc.**

Legal Services of North Florida, Inc. (“LSNF”), is a private, not-for-profit organization that provides free legal services to low-income and vulnerable individuals and families in the Florida Panhandle. LSNF has five offices in the Panhandle, including offices in Tallahassee, Pensacola, Fort Walton Beach, Panama City, and Quincy. The Tallahassee office is located at 2119 Delta Boulevard (telephone: 850-385-9007), and provides legal assistance to eligible residents of Leon, Franklin, Jefferson, and Wakulla Counties, or to persons who have cases in those counties. Office visits are available by appointment only. The web address for LSNF is <https://www.lsnf.org>, and LSNF also has a Facebook page.

LSNF provides free legal representation to low-income persons in civil matters only, such as family law, elder law, victim rights, consumer law, housing, public benefits, tax law, and disaster assistance. Types of housing issues for which LSNF provides legal assistance include evictions, lease agreement disputes, landlord disputes, poor living conditions, public housing issues, title clearing, homeownership, real property issues, and foreclosures. LSNF could be a resource for low-income persons who need legal assistance with resolving real property title issues and identifying options for property development or conveyance.

LSNF can provide free legal representation to persons who are at, or below, 125% of the federal poverty line. To determine eligibility, persons must complete and submit an application form, including financial information such as the monthly income and expenses of each person living in the household. LSNF provides legal services at no cost, but persons may be required to pay for court filing fees.

Title: Status Report on Legal Resources Available to Assist Low-Income Minorities with Resolving Real Property Title Issues and Identifying Options for Developing or Conveying Their Property

March 9, 2021

Page 3

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LSNF also offers free legal clinics. For example, on February 11th, the LSNF hosted a virtual “Justice on the Block Educational Clinic” on the topic of probate. The clinic was accessible to participants via an online link and by telephone.

Legal Aid Foundation of the Tallahassee Bar Association, Inc.

The Legal Aid Foundation of the Tallahassee Bar Association, Inc. (“LAF”), is a private, nonprofit organization that provides free legal assistance to low-income individuals who reside in Leon County or who have a case in Leon County. The LAF office is located at Suite 108 in the Leon County Courthouse (telephone: 850-222-3292), but the LAF office is not presently open to the public. The LAF web address is <https://www.legalaidtallahassee.org>. In addition, the LAF has a Facebook page.

The LAF provides free case representation and legal advice in civil matters only, such as family law, private landlord/tenant issues, foreclosures, employment issues, discrimination, estate/probate, and property disputes. A chart summarizing the types of legal matters handled by the LAF is set forth in Attachment #1. Eligible persons may receive legal help from an in-house attorney with the LAF or from an attorney who volunteers for the LAF.

The LAF also specifically provides free legal assistance, workshops, and clinics to low-income residents who reside in the Tallahassee-Leon County Promise Zone, which consists of the Greater Frenchtown Community, Bond Community, Providence neighborhood, Callen neighborhood, Liberty Park neighborhood, South City neighborhood, and Apalachee Ridge neighborhood. For example, a “Mobile Law for All Clinic” was held by the LAF on February 18th at the Downtown Community Church on Palmer Avenue. The clinic enabled eligible residents to meet virtually with an attorney for 30 minutes to discuss issues such as housing, evictions, divorce, child support, timesharing, guardianship, wills, and probate. Another “Mobile Law for All Clinic” is scheduled for March 9th at the Lincoln Neighborhood Service Center located on West Brevard Street.

LAF can provide free legal representation to persons who are at, or below, 125% of the federal poverty line. To determine eligibility for the legal assistance of the LAF, persons must complete and submit an application form, including financial information such as gross income, assets, and monthly expenses. The legal assistance provided by the LAF is free of charge, but clients may be asked to pay certain costs or expenses associated with a case, such as court filing fees, court reporter fees, deposition transcripts costs, and service of process fees.

Online Legal Resources

Online legal resources are also available to assist low-income persons with real property legal issues, including the following:

Title: Status Report on Legal Resources Available to Assist Low-Income Minorities with Resolving Real Property Title Issues and Identifying Options for Developing or Conveying Their Property

March 9, 2021

Page 4

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- Florida Free Legal Answers (<https://florida.freelegalanswers.org>) can be utilized by persons with low incomes to ask three different legal questions per year. Volunteer lawyers will answer the questions through the website but will not make telephone calls, file papers, or go to meetings or court. To use this resource, persons must first register online.
- Florida Law Help (<https://www.floridalawhelp.org>) provides a guide to free legal information and legal aid services in Florida. On the website, persons answer a few questions and are then matched to legal resources that can help.

Although The Florida Bar has a Lawyer Referral Service, the service does not provide pro bono attorneys. The Florida Bar website (<https://www.floridabar.org>) does have descriptions of and links to legal aid resources.

In conclusion, local legal aid organizations, such as Legal Services of North Florida and the Legal Aid Foundation of the Tallahassee Bar Association, are available to assist low-income minorities with clearing real property title issues and identifying options to develop or convey property. Online legal resources are also available and may provide a limited degree of assistance.

**Options:**

1. Accept the status report on legal resources available to assist low-income minorities with clearing real property title issues and identifying options for developing or conveying their property.
2. Do not accept the status report on legal resources available to assist low-income minorities with clearing real property title issues and identifying options for developing or conveying their property.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Legal Aid Foundation – Legal Services Chart



**The Legal Aid Foundation of Tallahassee (LAF)** provides free legal assistance to low-income individuals of Leon County, or those with a case in Leon County, for specified civil legal issues.

**Hours:** Monday- Thursday, 9:00 A.M. - 4:30 P.M. and Friday, 9:00 A.M. – 2:00 P.M.

**Address:** Leon County Courthouse, 301 S. Monroe St., Suite 108, Tallahassee, FL 32301

**Phone:** 850-222-3292

LAF Program	Pro Bono Legal Services	Promise Zone Legal Services
<b>Who does the program serve?</b>	Low-income Leon County residents, or those with a case in Leon County	Low-income residents of the Promise Zone- Within the area are seven communities: the Greater Frenchtown Community, Providence Neighborhood, Callen Neighborhood, Liberty Park Neighborhood, Bond Community, South City, and Apalachee Ridge neighborhoods.
<b>What kind of help is offered?</b>	Advice and Counsel, Brief Service, Paperwork Assistance, Limited Representation, and Full Representation.	Workshops, Clinics, Advice and Counsel, Brief Service, Paperwork Assistance, Limited Representation, and Full Representation.
<b>Can LAF serve opposing parties?</b>	Yes	Yes
<b>Is there a fee for the program?</b>	No	No
<b>What civil cases will the program handle?</b>		
General Family Legal Issues	Yes	Yes
Family Legal Issues involving Domestic Violence/Injunctions	Sometimes; we can only assist with these issues if you have been denied services by LSNF	Yes
Divorce	Yes	Yes
Child Support Modification	Yes	Yes
Alimony Modification	Yes	Yes
Child Timesharing/Visitation	Yes	Yes
Paternity	Yes	Yes
Adoption	Yes	Yes
Guardianship	Yes	Yes
Bankruptcy	Sometimes; we can only assist with these issues if you have been denied services by LSNF	Yes
Private Landlord/Tenant Issues	Yes	Yes
Public Housing Issues	Sometimes; we can only assist with these issues if you have been denied services by LSNF	Yes
Foreclosure	No	Yes
Employment Issues	Yes	Yes
Reemployment Benefits (Unemployment)	Yes	Yes
Discrimination	Yes	Yes
Wills/ Power of Attorney/ Advanced Directives	Yes	Yes
Estate/Probate	Yes	Yes
Money Disputes over Purchases	Yes	Yes
Property Disputes	Yes	Yes
Immigration	No	Yes
SSI/SSDI	No	Yes
Expungements	Yes	Yes
Name Change	Yes	Yes
<b>LAF refers the following cases to private attorneys, other legal aid providers, Florida courts, Clerk of Court, and the Public Defender:</b>		
<ul style="list-style-type: none"> <li>Traffic Offenses</li> <li>Libel/Slander</li> <li>Criminal Cases</li> <li>Copyright</li> </ul>		<ul style="list-style-type: none"> <li>Personal Injury</li> <li>Contingency Fee Cases</li> <li>Child Support Enforcement</li> </ul>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

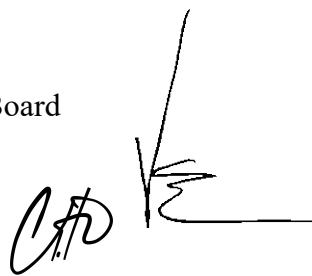
## Agenda Item #6

March 9, 2021

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

**From:** Vincent S. Long, County Administrator  
Chasity H. O'Steen, County Attorney

**Title:** Amendments to the Tallahassee-Leon County Planning Commission Bylaws



<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Ben Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Director, City/County Planning
<b>Lead Staff/ Project Team:</b>	Emily R. Pepin, Assistant County Attorney

### Statement of Issue:

This item seeks Board approval of amendments to the Tallahassee-Leon County Planning Commission Bylaws as approved by the Tallahassee-Leon County Planning Commission on February 2, 2021.

### Fiscal Impact:

This item has no fiscal impact.

### Staff Recommendation:

Option #1: Approve amendments to the Tallahassee-Leon County Planning Commission Bylaws (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board approval of amendments to the Tallahassee-Leon County Planning Commission Bylaws as approved by the Tallahassee-Leon County Planning Commission on February 2, 2021. Pursuant to Leon County Policy 03-15(9)(a), and Article V, Section 2 of the Bylaws, any amendments to the Bylaws require approval of the Board and the City Commission before they become effective. The amendments to the Bylaws will ensure consistency in the overall governance of the Planning Commission.

The Tallahassee-Leon County Planning Commission (Planning Commission) was established by interlocal agreement on September 26, 1967, between Leon County (County) and the City of Tallahassee (City). This Agreement designated the Planning Commission as the entity responsible for comprehensive area-wide planning within the City and County. The Planning Commission is also the designated Local Planning Agency (LPA). Duties and responsibilities of the Planning Commission and the LPA are set forth in the Planning Commission bylaws as well as the interlocal agreement and the local land development codes for the City and County.

Amendments to the Planning Commission Bylaws (Bylaws) were proposed by the Planning Commission and LPA attorney to allow the Chair to make motions and second motions, and also to refer to versions of Robert's Rules of Order as it is revised from time to time. The proposed amendments to the Bylaws are included as Attachment #1.

The amendments to the Bylaws were approved by the Planning Commission during its regularly scheduled meeting on February 2, 2021.

### **Analysis:**

During the Planning Commission's February 2, 2021, meeting, amendments to the Bylaws were approved. These amendments adopted procedures in Part I, Article V, Section 1., to allow the Chair to make motions and second another member's motion and in Part I, Article XII, to refer to versions of Robert's Rules of Order as it is revised from time to time. The purpose of allowing the Chair to make motions and second motions is contemplated under Robert's Rules of Order for smaller boards and will allow the Planning Commission to conduct business efficiently when a mere quorum is present.

### **Options:**

1. Approve amendments to the Tallahassee-Leon County Planning Commission Bylaws (Attachment #1).
2. Do not approve amendments to the Tallahassee-Leon County Planning Commission Bylaws.
3. Board direction.

### **Recommendation:**

Option #1

Attachment:

1. Proposed Amended Bylaws of the Tallahassee-Leon County Planning Commission



**BYLAWS**

**OF THE**

**TALLAHASSEE-LEON**

**COUNTY PLANNING COMMISSION**

These Bylaws govern the actions of the Tallahassee-Leon County Planning Commission in its capacity as the Planning Commission, the Local Planning Agency, and the Land Development Regulation Commission.

**Adopted by the Planning Commission on 6/26/96, amended: 11/3/97, 1/10/00, 5/16/01, 12/3/01, 11/3/03, 5/01/07, 06/05/12, 02/02/16**

**Approved by the City Commission on 7/10/96, 11/25/97, 3/8/00, 10/24/01, 4/24/02, 12/10/03, 5/01/07, 06/27/12, 3/23/16**

**Approved by the County Commission on 7/17/96, 11/18/97, 2/22/00, 10/30/01, 4/9/02, 12/9/03, 06/26/12, 3/8/16**

**TABLE OF CONTENTS**

Statement of Purpose; How to Use These Bylaws..... 1  
    Part I -Tallahassee-Leon County Planning Commission .....2  
Article I - Definitions..... 2  
    Section 1. Definitions..... 2  
Article II - Membership, Terms, Meetings, Place of Meetings and Duties .....4  
    Section 1. Membership; Termination; Attendance Report by the Clerk .....4  
        (a) Membership..... 4  
        (b) Termination ..... 4  
        (c) Attendance Report by the Clerk ..... 4  
    Section 2. Terms ..... 4  
    Section 3. Regular Meetings ..... 4  
    Section 4. Special Meetings ..... 5  
    Section 5. Place of Meetings..... 5  
    Section 6. Offices..... 5  
    Section 7. Duties ..... 5  
Article III - Quorum..... 7  
    Section 1. Quorum ..... 7  
    Section 2. Specific Provision for Leon County Appointees ..... 8  
Article IV - Officers..... 8  
    Section 1. Officers ..... 8  
Article V - Passage of Motions or Matters ..... 8  
    Section 1. Motions or Matters for Regular Business ..... 8  
    Section 2. Motions or Matters Amending Bylaws..... 8  
Article VI - Reconsideration..... 8  
    Section 1. Decisions Involving Applications Coming Before the Commission ..... 8  
    Section 2. Reconsideration of Other Decisions ..... 9  
Article VII - Continuances; Computation of Time..... 9  
    Section 1. Continuances..... 9  
    Section 2. Computation of Time..... 9  
Article VIII - Amendments to Applications; Conditions Giving Rise to Re-notice and  
    Additional Public Hearings on Amendments..... 9  
    Section 1. Amendments to Applications; Consideration of Amendments; Review by  
        Staff..... 9  
        (a) Amendments to Applications ..... 9  
        (b) Consideration of Amendments..... 9  
        (c) Review by Staff..... 10  
    Section 2. Conditions Giving Rise to Re-notice and Additional Public Hearing ..... 10  
Article IX - Procedures for Formal Quasi-Judicial Proceedings ..... 10  
    Section 1. Scope; Effect of Filing Petition for Formal Quasi-judicial Proceedings  
        on Decisions (Subject to Review Under this Article) of the City of  
        Tallahassee Land Use Administrator, City of Tallahassee Director of  
        Growth Management or Designee, City Development Review  
        Committee and Leon County Administrator or Designee; Formal

Quasi-Judicial Proceedings; Applicability of Article IX; Who May Initiate Formal Quasi-judicial Proceedings; Representation; Filing Deadlines; De Novo Review; Status of Other Parties; Filing of Original Documents; Where to File; Filing Deadlines Jurisdictional; Copies; Required Contents of Petition for Formal Quasi-judicial Proceedings; Filing Fees; Notice of Filing Requirements; Determination of Standing; Motion to Dismiss; Dismissal by Clerk of the Planning Commission; Intervention.....10

(a) Scope ..... 11

(b) Effect of Filing Petition for Formal Quasi-judicial Proceedings on Decisions (Subject to Review Under this Article) of the City of Tallahassee Land Use Administrator, City of Tallahassee Director of Growth Management or Designee, City Development Review Committee, and Leon County Administrator or Designee ..... 11

(c) Formal Quasi-Judicial Proceedings ..... 11

(d) Applicability of Article IX ..... 13

(e) Who May Initiate Formal Quasi-judicial Proceedings; Representation..... 13

(f) Filing Deadline for Appeals of Decisions of the City of Tallahassee Land Use Administrator, City of Tallahassee Director of Growth Management, City Development Review Committee, and Leon County Administrator or Designee; De Novo Review ..... 13

(g) Filing Deadline for Planning Commission Decisions or Recommendations; De Novo Review ..... 13

(h) Status of Other Parties ..... 14

(i) Filing of Original Documents; Where to File; Filing Deadlines Jurisdictional; Copies ..... 14

(j) Required Contents of Petition for Formal Quasi-judicial Proceedings; Filing Fees; Notice of Filing Requirements ..... 14

(k) Determination of Standing ..... 15

(l) Motion to Dismiss ..... 16

(m) Dismissal by Clerk of the Planning Commission ..... 16

(n) Intervention ..... 16

Section 2. Filing of Original Documents with the Clerk of the Planning Commission; Service of Copies to Parties; Certificate of Service Required; Effect of Signature ..... 17

(a) Filing of Original Documents with the Clerk of the Planning Commission ... 17

(b) Service of Copies to Parties ..... 17

(c) Certificate of Service Required ..... 17

(d) Effect of Signature ..... 17

Section 3. Prehearing Procedures ..... 17

(a) Transmittal of Petition to the Division of Administrative Hearings; Administrative Law Judges; Verbatim Record Required ..... 17

(b) Procedural Orders and Discovery ..... 18

(c) Time for Requesting Procedural Orders ..... 19

(d) Mediation ..... 19

(e) Notice of Formal Quasi-judicial Evidentiary Hearing ..... 19

Section 4. Public Testimony .....	20
Section 5. Evidence; Burden of Proof.....	20
(a) Evidence .....	20
(b) Burden of Proof.....	20
Section 6. Rules Incorporated by Reference.....	20
Section 7. Order for Presenting Evidence.....	20
Section 8. Supplementing the Record; Ex Parte Communications Prohibited .....	21
(a) Supplementing the Record .....	21
(b) Ex Parte Communications.....	21
Section 9. Continuances; Computation of Time.....	21
(a) Continuances .....	21
(b) Computation of Time .....	21
Section 10. Recommended Order and Record; Transcript; Exceptions; Response to Exceptions; Scheduling; Consideration of the Recommended Order; Action on the Recommended Order .....	22
(a) Recommended Order and Record .....	22
(b) Transcript .....	22
(c) Exceptions .....	22
(d) Response to Exceptions.....	22
(e) Scheduling.....	22
(f) Consideration of the Recommended Order.....	23
(g) Action on the Recommended Order.....	23
Section 11. Rendition of Decisions of the Planning Commission.....	23
Section 12. Order Closing File; Settlement Agreements.....	23
Article X - Agendas .....	24
Article XI - Conflict of Interest .....	24
Article XII - Other Rules of Procedure.....	24
Article XIII - Clerk of the Planning Commission; Clerk of the Local Planning Agency;.....	24
Section 1. Clerk of the Planning Commission.....	24
Section 2. Clerk of the Local Planning Agency.....	24
Article XIV - Informal Procedures for Quasi-judicial Proceedings; Waiver of Formal Quasi-judicial Procedures.....	25
Section 1. Waiver of Formal Quasi-judicial Procedures .....	25
Section 2. Informal Procedures.....	25
Article XV - Procedures for Projects Governed By Section 403.973, F.S. (City of Tallahassee Only).....	25
Section 1. Section 403.973, Florida Statutes, Projects .....	25
Article XVI – Compliance with Florida Laws and Codes.....	25
Section 1. Public Records Law and E-Mails .....	25
Section 2. Government in the Sunshine Law.....	25
Section 3. Code of Ethics.....	26
Part II – Tallahassee-Leon County Local Planning Agency.....	26
Article I - Name and Authorization .....	26
Section 1. Name.....	26
Section 2. Authorization .....	26
Article II - Duties and Responsibilities.....	26

Section 1. Monitor and Recommend .....	26
Section 2. Coordination with Governmental Entities .....	26
Section 3. Level of Service Standards .....	27
Section 4. Planning Coordination .....	27
Section 5. Resolving Conflict .....	27
Section 6. Mediation .....	27
Section 7. Target Issues .....	27
Section 8. Permitting Process .....	27
Section 9. General Duties .....	27
Article III – Officers and Duties .....	27
Section 1. Designation of Officers .....	27
Section 2. Duties .....	27
Article IV – Meetings and Locations .....	28
Section 1. Meetings .....	28
Section 2. Meeting Locations .....	28
Article V - General Provisions .....	28
Section 1. Voting Rights .....	28
Section 2. Parliamentary Procedure .....	28
Article VI - The Goal of Public Participation Procedures .....	28
Section 1. The Goal of Public Participation .....	28
Article VII - Objectives of Public Participation Procedures .....	28
Section 1. Objectives .....	28
Article VIII - Public Participation Procedures .....	29
Section 1. Public Participation Procedures; Newspaper Advertising; Mailing List; Free Publicity; Meetings; Information Depositories; Written Comments; Public Hearings; Workshop Sessions; Modification to Proposed Amendments .....	29
(a) Public Participation Procedures .....	29
(b) Newspaper Advertising .....	29
(c) Mailing List .....	29
(d) Free Publicity .....	29
(e) Meetings .....	30
(f) Information Depositories .....	30
(g) Written Comments .....	30
(h) Public Hearings .....	30
(i) Workshop Sessions .....	30
(j) Modification to Proposed Amendments .....	30
Appendix I Form For Petition for Formal Quasi-judicial Proceedings .....	31
Appendix II Adopted Division of Administrative Hearings Rules .....	35
Appendix III Florida Statute 112.3143, Florida Statutes - Voting Conflicts .....	37
Appendix IV Procedure for Selection of Planning Commission Mediator .....	40

## STATEMENT OF PURPOSE; HOW TO USE THESE BYLAWS

**Statement of Purpose.** *The Tallahassee-Leon County Planning Commission (hereinafter called "Planning Commission") was duly established by virtue of an interlocal agreement dated September 26, 1967, between the County of Leon and the City of Tallahassee. This agreement, as amended, designates the Planning Commission as the entity responsible for comprehensive areawide planning within the City of Tallahassee and Leon County. The Planning Commission is also the duly designated Local Planning Agency and Land Development Regulation Commission pursuant to Chapter 163, Florida Statutes. Duties and responsibilities of the Planning Commission are set forth in the interlocal agreement, these Bylaws, and the codes of the City of Tallahassee and Leon County.*

**How To Use These Bylaws.** *These Bylaws set forth the procedure to be followed and adhered to by the Planning Commission in discharging its assigned duties and responsibilities and by all persons bringing matters before the Planning Commission. The provisions of Part I govern the activities of the Planning Commission when it sits as the Planning Commission and as the Land Development Regulation Commission. The provisions of Part II govern the activities of the Planning Commission when it sits as the Local Planning Agency. To the extent applicable, the provisions of Part I shall also govern the activities of the Local Planning Agency. In the event that specific provisions in Part II are in direct conflict with the provisions in Part I, the provisions of Part II shall control as to the activities of the Local Planning Agency.*

**PART I  
TALLAHASSEE-LEON COUNTY PLANNING  
COMMISSION**

**ARTICLE I - DEFINITIONS**

**Section 1. Definitions.** As used in these Bylaws:

- (a) "Appeal" means a de novo formal quasi-judicial proceeding to review the decision of a City or County official or committee. In such a review no presumption of correctness is afforded to the decision under review.
- (b) "Applicant" means the person filing an application for approval of a site plan, plat, rezoning or other action to be taken by the City, County or Planning Commission.
- (c) "City" means the City of Tallahassee.
- (d) "Commission" means the Tallahassee-Leon County Planning Commission unless the context of the sentence implies that the reference is to the Tallahassee City Commission or the Leon County Commission.
- (e) "County" means Leon County.
- (f) "Days" means working days, unless otherwise stated.
- (g) "De novo proceeding" means a formal quasi-judicial proceeding wherein the parties submit testimony and evidence in support of their position and the reviewing body evaluates the issues raised in a petition as if they were being reviewed for the first time.
- (h) "Documentary evidence" means any document, memorandum, letter, expert or lay report, resume, data, chart, diagram, survey, drawing or other writing whether printed or on computer disk or external storage drive, any video or audio tape, film, slide, overhead projection or photograph.
- (i) "Development Review Committee" or "DRC" means the Development Review Committee of the City of Tallahassee or of Leon County, as applicable.
- (j) "Duly noticed" means notice published in a newspaper of regular and general circulation in the City and County: i) for matters in the City – at least 15 days in advance of the Planning Commission public hearing on a Type C site plan, 21 days in advance of the Planning Commission public hearing or regular meeting for all other matters coming before the Planning Commission, and 15 days in advance of the commencement of the evidentiary hearing in the case of a formal quasi-judicial proceeding before an administrative law judge; ii) for matters in the County – at least 15 days in advance of the Planning Commission public hearing for a rezoning, 21 days in advance of a Planning Commission public hearing or regular meeting for all other matters coming before the

Planning Commission and 30 days in advance of the commencement of the evidentiary hearing in the case of a formal quasi-judicial proceeding; and iii) for meetings of the Local Planning Agency – at least 10 days in advance of such meeting or public hearing.

(k) "Filing" means received in hand by the Clerk of the Planning Commission. Mere placing in the U.S. Mail or via electronic mail does not constitute filing.

(l) "Greater impacts" means an increase in the effects of a project upon infrastructure or natural resources. An example of a "greater impact" is a change in a residential plat that increases the number of units, lots, or impervious area.

(m) "Local Planning Agency" or "LPA" means the entity responsible for preparation of the Comprehensive Plan and amendments for approval by the City of Tallahassee and Leon County and performance of other duties of a local planning agency as provided in Chapter 163, Florida Statutes, the codes of the City of Tallahassee and Leon County, and these Bylaws.

(n) "Party" means the applicant, the local government with jurisdiction, or any person who will suffer an adverse effect to an interest protected or furthered by the comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse effects may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

(o) "Person" means a person, corporation, partnership, association, unit of government or organization.

(p) "Petitioner" means a person who files a petition for formal quasi-judicial proceedings and who qualifies as a party.

(q) "Planning Commission" means the Tallahassee-Leon County Planning Commission.

(r) "Quasi-judicial proceeding or proceedings" means a proceeding that results in a decision having an impact on a limited number of persons or property owners, or identifiable parties and interests, where the decision is contingent on a fact or facts arrived at from distinct alternatives presented at a hearing, and where the decision can be viewed as policy application rather than policy setting.

(s) "Rendered" means when a decision is reduced to writing and formally delivered or filed. In the case of an order of the Planning Commission, the order shall be rendered when it is date stamped by the Clerk of the Planning Commission and filed in the records of the Tallahassee-Leon County Planning Department during the regular business hours of the Department.



(t) "Respondent" means a party who is opposing the position taken by the petitioner.

(u) "Service" or "date of service" or "date listed on the Certificate of Service" means the date the document is placed in the U.S. Mail, hand delivered or faxed to the parties.

(v) "Substantially different impacts" means effects from a development that cannot be reasonably anticipated to occur based on the public notice given. An example of a "substantially different impact" is a change in a mixed-use project that eliminates a commercial use and substitutes it with an office use. Although the effect may not be greater, it will be substantially different from what was anticipated by the public notice. A reduction within zoning categories to a lesser-included use will not be considered a different impact.

## ARTICLE II - MEMBERSHIP, TERMS, MEETINGS, PLACE OF MEETINGS AND DUTIES

### Section 1. Membership; Termination; Attendance Report by the Clerk

(a) **Membership.** The Planning Commission is composed of three members appointed by the Board of County Commissioners of Leon County, three members appointed by the City Commission of the City of Tallahassee and one member selected by the School Board of Leon County and appointed by the City and County Commissions. A member who wishes to resign prior to the completion of his or her term shall submit a letter of resignation to the appointing body stating the effective date of the resignation.

(b) **Termination.** Members serve at the pleasure of the governing body that appointed them. Reasons for termination of a member include the following: 1) (a) for City appointees, the member no longer resides or owns property within the City limits, or is no longer a City Utility customer; (b) for County and School Board-selected appointees, the member no longer resides in Leon County; 2) the member is absent for two of three successive regularly scheduled meetings; or 3) the member has frequent conflicts of interest.

(c) **Attendance Report by the Clerk.** The Clerk of the Planning Commission shall provide a report to the City Commission, County Commission and School Board by the fifteenth of each month, setting forth the attendance of each Planning Commissioner for the prior month.

**Section 2. Terms.** Planning Commissioners shall serve for a term of three years, unless terminated as provided in Section 1 of this Article II of Part I, and may be reappointed.

**Section 3. Regular Meetings.** The Planning Commission shall hold duly noticed regular meetings in accordance with a schedule to be approved by the Planning Commission in November of each year. An approved schedule may be altered within the calendar year upon vote of the Planning Commission. All meetings shall be open to the public and shall be subject to Sections 286.011 and 286.0114, Florida Statutes. The Planning Commission will usually vote

on applications at the duly noticed public hearing where the matter is heard but may continue an item in accordance with applicable codes and provisions of these Bylaws.

**Section 4. Special Meetings.** The Chair can call a special meeting of the Planning Commission by actual notice to each member at least twenty-four hours in advance of the meeting. No action shall be taken at a special meeting on an application pending before the Planning Commission unless the public interest clearly requires action before the next regular meeting. If it is intended that action be taken at such a meeting on an application pending before the Planning Commission, the most effective and appropriate notice under the circumstances shall be given to applicants and the public. However, no action on an application shall be taken at any special meeting unless all notice requirements of applicable codes as to the public hearing have been satisfied. As used in this section an "application" means an application pending before the Commission but does not include action on motions that do not dispose of the application.

**Section 5. Place of Meetings.** The public hearings and meetings of the Planning Commission shall be held in the conference room on the 2nd floor of the Renaissance Building on Macomb Street, in the City Commission Chambers, City Hall, the County Commission Chambers, Leon County Courthouse, or such other appropriate room in City Hall or the County Courthouse. Except in instances governed by Section 4 above, the Planning Commission may alter or modify the place of any of its meetings by directing written notice of such meeting place change to the parties with matters agendaed for such meeting and by publishing notice in the newspaper at least three days before the scheduled meeting. Nothing herein shall preclude changes resulting from unanticipated need to change the meeting locale. If a meeting locale must be changed, a sign will be posted at the noticed location directing the public to the new meeting location. Meetings shall be held in facilities that are readily accessible to the public.

**Section 6. Offices.** The offices of the Planning Commission shall be those of the Tallahassee-Leon County Planning Department. The person in charge of said offices shall be the Director of the Planning Department, or the Director's designated agent.

**Section 7. Duties.** The Planning Commission shall be responsible for comprehensive area-wide planning, which shall include, but shall not be limited to, all of the following:

(a) Preparing, as a guide for long range development, general physical plans with respect to the pattern and intensity of land use and the provisions of public facilities, including transportation facilities, utility systems and facilities, recreation and open space areas, libraries and other cultural facilities, and such other facilities as are generally related to comprehensive development planning, including the provisions of the Intergovernmental Coordination element of the comprehensive plan.

(b) Recommending or reviewing proposed regulatory and administrative measures that will aid in achieving coordination of all related plans of the departments or subdivisions of the governments concerned with and subject to intergovernmental coordination requirements. To the extent applicable in each study, preparation of the foregoing shall be related to metropolitan and area-wide needs, but additional studies related primarily to one unit of general local government may be undertaken when requested and when, in the

view of the Planning Commission, such studies have a relationship to the harmonious development of the county as a whole.

(c) Studying zoning regulatory and administrative measures needed to achieve coordination and development in accordance with the comprehensive plan. All general and major revisions to the zoning regulations and the zoning maps shall be accomplished only after review by the Planning Commission for conformance with the comprehensive plan. All applications for rezoning or text amendments shall be filed with the governmental unit having jurisdiction, which applications shall be forwarded to the Planning Commission for investigation and hearing. The Planning Commission shall submit its report and recommendation to the appropriate governing body, and, where a formal quasi-judicial proceeding has been requested on a zoning map amendment pursuant to the applicable local regulations, render a recommendation on a recommended order from the administrative law judge. The Planning Commission may initiate applications for rezoning or text amendments for the purpose of evaluating comprehensive changes in the zoning map and may initiate proposals for revision to the zoning codes of the county and city.

(d) Rendering recommendations to the City Commission and Board of County Commissioners on Type D site plan proposals, and, where a formal quasi-judicial proceeding has been requested pursuant to the applicable local regulations, rendering a recommendation on a recommended order from the administrative law judge.

(e) Rendering final decisions on recommended orders from the administrative law judge on appeals of decision on a certificate of exemption in connection with governmental right-of-way takings, Type A and B site plan review decisions, limited partitions, and preliminary plat decisions (City only).

(f) Reviewing proposed development codes and regulations and amendments and making recommendations to the governing bodies as to the consistency of the proposals with the adopted comprehensive plan.

(g) Enforcing amortization schedules for nonconformities as may be approved by the City Commission (City only).

(h) Studying and proposing regulatory and administrative measures that aid in the coordination of planning and development by all agencies of local government and by agencies of state government concerned with planning in the Tallahassee Metropolitan Area.

(i) Reviewing and commenting on plans for joint development projects that relate to the Comprehensive Plan or other physical plans as described herein or that affect the programming of capital improvements by the local governmental units.

(j) Rendering final decisions on Type C site plan proposals, and, where a formal quasi-judicial proceeding has been requested pursuant to the applicable local regulations,

rendering a final decision on a recommended order from the administrative law judge (City only).

(k) Performing such other reviews and approvals as may be authorized by local land development regulations.

(l) Reviewing and commenting on proposed goals and policies for the transportation planning process.

(m) Reviewing and commenting on the development of the Long Range Transportation Plan, and the goals and policies in existence and proposed for the transportation planning process.

(n) Reviewing and commenting on short-range transportation planning including transit planning, bikeway planning, sidewalk planning, and other specific transportation planning as requested by the Capital Region Transportation Planning Agency (CRTPA).

(o) Reviewing and commenting on project programming, program documents, and grant-related matters as required by the Capital Region Transportation Planning Agency (CRTPA).

(p) Serving as ex-officio members of the community advisory committees for ongoing roadway projects.

(q) Forwarding recommendations to the Capital Region Transportation Planning Agency (CRTPA) on the prioritization of federal transportation planning mandates.

(r) Carrying out other tasks as requested by the Capital Region Transportation Planning Agency (CRTPA).

(s) Rendering a recommendation on developments of regional impact and state quality developments, and, where a formal quasi-judicial proceeding has been requested pursuant to the applicable local regulations, rendering a recommendation on a recommended order from the administrative law judge (City only).

### ARTICLE III – QUORUM

**Section 1. Quorum.** No acts or recommendations of the Planning Commission shall be made unless a quorum is present. A quorum shall consist of four voting members. The presence at a meeting of a Commissioner who has a voting conflict on a matter cannot be counted toward satisfying the quorum requirement on the item in which that conflict exists. Proxy votes and absentee votes shall not be allowed. The Clerk of the Planning Commission or the Local Planning Agency, as appropriate, shall poll the members individually before each scheduled public hearing to confirm the existence of a quorum. If it is determined that a quorum will not be present, the meeting shall be canceled by the Clerk of the Planning Commission and the agenda shall be automatically continued to the next regularly scheduled public hearing. Notice of the

cancellation of the meeting and continuance of all items to the next regularly scheduled public hearing shall be posted on the Planning Commission website and the meeting room door.

**Section 2. Specific Provision for Leon County Appointees.** For Leon County appointees, for the purposes of maintaining a quorum throughout a meeting, any commissioner not present for fifty percent (50%) or more of a Planning Commission meeting shall be deemed absent.

#### ARTICLE IV - OFFICERS

**Section 1. Officers.** The Planning Commission shall elect one of its members as Chair for a term of one year. The Planning Commission shall also elect one of its members as Vice-Chair for a term of one year. The Chair shall preside at all meetings and shall sign official correspondence and orders. The Vice-Chair shall serve as Chair in the absence of the elected Chair. The most senior member present will serve as Chair in the absence of the elected Chair and Vice-Chair. Elections shall be held at the first meeting of July of each year.

#### ARTICLE V - PASSAGE OF MOTIONS OR MATTERS

**Section 1. Motions or Matters for Regular Business.** No motion or matter pertaining to the regular business of the Planning Commission shall be passed unless a majority of the members in attendance for the motion or matter under consideration is recorded as voting in favor of the motion or matter. In those cases where a majority vote in favor of a motion or matter is not recorded, the motion or matter shall be recorded as being defeated. In case of a tie vote, the vote will be treated as: 1) a denial; or 2) a recommendation for denial where, by code requirement, the Commission's action is to be in the form of a recommendation to the City or County Commission. The Chair may make motions and may second another member's motion.

**Section 2. Motions or Matters Amending Bylaws.** These Bylaws may be amended at a regular or special meeting of the Planning Commission by affirmative vote of two-thirds of the members appointed to the Commission. Proposed amendments may be approved by the Commission after a duly noticed public hearing. Amendments to these Bylaws shall become effective only upon approval by the City and County Commissions.

#### ARTICLE VI - RECONSIDERATION

**Section 1. Decisions Involving Applications Coming Before the Commission.** Upon adjournment of a meeting at which a vote is taken on an application, the Planning Commission ceases to have jurisdiction over an application. However, any vote on an application may be reconsidered at any time prior to adjournment of the meeting at which the vote was taken, upon a motion made by a member recorded as voting upon the prevailing side when the motion was considered by the Planning Commission. Reconsideration of an application may also be had upon remand of a matter by the City or County Commission. In case of remand for reconsideration, the applicant may be required to pay the cost of any new public notice required by the action.

**Section 2. Reconsideration of Other Decisions.** Reconsideration of any other motions shall be governed by Robert's Rules of Order, ~~Revised~~as may be revised from time to time.

## **ARTICLE VII – CONTINUANCES; COMPUTATION OF TIME**

**Section 1. Continuances.** The Planning Commission, by motion and affirmative vote, may elect to continue any matter placed on the agenda for its consideration until a time certain within the time provided by governing codes. With the applicant's consent, the Planning Commission, by affirmative vote, may continue any matter placed on the agenda for its consideration to a time certain beyond the requirements of the governing codes. If a quorum as defined in Article III of this Part I is not present at a Planning Commission meeting, the Clerk of the Planning Commission or (designated staff in case of matters pertaining to the Local Planning Agency) shall announce the continuance or rescheduling of the matters on the agenda until a time certain. Any time requirements in the governing codes shall be taken into consideration in rescheduling.

**Section 2. Computation of Time.** Whenever an action of any party, the Planning Department or the Planning Commission requires computation of time, such computation shall be governed by Section 9 (b) of Article IX of this Part I.

## **ARTICLE VIII - AMENDMENTS TO APPLICATIONS; CONDITIONS GIVING RISE TO RE-NOTICE AND ADDITIONAL PUBLIC HEARINGS ON AMENDMENTS**

### **Section 1. Amendments to Applications; Consideration of Amendments; Review by Staff**

(a) **Amendments to Applications.** An applicant may request to amend an application before the Planning Commission only prior to close of its required public hearing. Any such amendment may be made only in writing by the applicant or its representative, and the written amendment must be received by the Planning Commission or its delegated agent, the Tallahassee-Leon County Planning Department, prior to the close of the required public hearing.

(b) **Consideration of Amendments.** The Planning Commission may consider an amendment at the same duly noticed public hearing it is made, provided the amendment does not result in substantially different or greater impacts than the original request. If an amendment creates substantially different or greater impacts, the Planning Commission will not consider the amendment unless the applicant is willing to grant a continuance sufficient to allow consideration by the City of Tallahassee or Leon County Development Review Committee ("DRC"), if applicable, and the holding of another duly noticed public hearing on the application as noted in Section 2 of this Article VIII of Part I. In instances where a change does not result in substantially different or greater impacts, if an applicant or its representative amends its application that was not filed in time for substantial consideration by the DRC, as applicable, the Planning Commission will not consider such amendment unless the applicant is willing to request a continuance until after the amended application has been reviewed by the DRC, as applicable.

(c) **Review by Staff.** Where there has been an amendment at the Planning Commission public hearing, the Planning Department's staff will check the written amendments filed by an applicant to see that the revision conforms to the amended application actually considered and voted upon favorably by the Planning Commission. If any irregularities in this respect are discovered by staff, and are not immediately corrected by the applicant: 1) in case of zoning amendment, the irregularities will be reported to the City or County Commission, as appropriate; 2) in other cases, the Planning Department will notify the applicant in writing that the document submitted does not conform to the action by the Planning Commission.

**Section 2. Conditions Giving Rise to Re-Notice and Additional Public Hearing.** The Planning Commission shall require the public notice of each application coming before the Commission as required by the codes of the City of Tallahassee and Leon County, Florida. Re-notice and another public hearing also shall be required: 1) whenever an applicant requests an extension (or extensions) of time causing the item to appear before the Commission more than 60 calendar days after the original public hearing; or 2) whenever there has been a change to an application resulting in substantially different or greater impacts and the original notice is no longer reasonably sufficient to inform the public of the essence and scope of the application under consideration. Upon re-notice, the matter shall be placed upon the agenda of a scheduled Commission public hearing. The method of re-notice shall be the same as the original notice. In instances where re-notice is required by these Bylaws, such costs as may be incurred shall be borne by the applicant. The Commission will act on the application at the duly noticed public hearing or continuation thereof. However, nothing in these Bylaws shall permit a zoning application to be amended that results in a substantially different or greater impact than that which was originally submitted without additional review and public notice. Such a change will be treated as a new application and will be subject to adherence to any waiting period required by the applicable codes of Tallahassee and Leon County. The Commission will not require re-notice and a new public hearing when the applicant has been diligently working with staff to resolve issues raised unless the revisions to the application result in substantially different or greater impacts of which the public is not aware.

## **ARTICLE IX - PROCEDURES FOR FORMAL QUASI-JUDICIAL PROCEEDINGS**

**Section 1. Scope; Effect of Filing Petition for Formal Quasi-judicial Proceedings on Decisions (Subject to Review Under this Article) of the City of Tallahassee Land Use Administrator, City of Tallahassee Director of Growth Management or Designee, City Development Review Committee and Leon County Administrator or Designee; Formal Quasi-Judicial Proceedings; Applicability of Article IX; Who May Initiate Formal Quasi-judicial Proceedings; Representation; Filing Deadlines; De Novo Review; Status of Other Parties; Where to File; Filing Deadlines Jurisdictional; Copies; Required Contents of Petition for Formal Quasi-judicial Proceedings; Filing Fees; Notice of Filing Requirements; Determination of Standing; Motion to Dismiss; Dismissal by Clerk of the Planning Commission; Intervention.**

(a) **Scope.** Except where waived as provided in Article XIV or exempted or modified by Article XV of this Part I, this Article sets forth the procedures that govern formal quasi-judicial proceedings of the Planning Commission. Determinations of the City of Tallahassee and Leon County to which this Article applies are as follows:

1) **City of Tallahassee** – appeals of decisions on Type A and Type B Site Plans, certificates of exemption in connection with a governmental right-of-way taking, preliminary plats, and limited partitions; and action by the Planning Commission on Developments of Regional Impact, Florida Quality Developments, rezonings (official zoning map amendments) and Type C and D Site Plans.

2) **Leon County** – appeals of decisions on certificates of exemption in connection with a governmental right-of-way taking or an interpretation of district boundaries with respect to the official zoning map; and action by the Planning Commission on Type D Reviews, Developments of Regional Impact or Florida Quality Developments and rezonings (official zoning map amendments).

(b) **Effect of Filing Petition for Formal Quasi-judicial Proceedings on Decisions (Subject to Review Under this Article) of the City of Tallahassee Land Use Administrator, City of Tallahassee Director of Growth Management or Designee, City Development Review Committee, and Leon County Administrator or Designee.** Decisions of the City of Tallahassee Land Use Administrator, the City of Tallahassee Director of Growth Management or Designee, the City Development Review Committee, and the Leon County Administrator or Designee, which are set forth above, are subject to formal quasi-judicial proceedings by the Planning Commission under this Article IX of Part I. Such decisions shall be final fifteen calendar days (thirty calendar days if the project is located within the City) after they are rendered unless a party timely files a petition for formal quasi-judicial proceedings together with the appropriate filing fee. Should a party petition for formal quasi-judicial proceedings, the decision under review will become proposed action until the final decision is made, after conducting a de novo, formal quasi-judicial proceeding.

(c) **Formal Quasi-Judicial Proceedings.** Pursuant to authority granted by the codes of the City of Tallahassee and Leon County, the Planning Commission acts on recommended orders entered by administrative law judges who have conducted formal quasi-judicial hearings on certain matters coming before the Commission that involve the application of a general rule or policy, as set out below:

1) **City of Tallahassee**

a. Renders a final decision on a recommended order from the administrative law judge on a determination of the Director of Growth Management or Designee on a Type A site plan.



- b. Renders a final decision on a recommended order from the administrative law judge on a determination of the Development Review Committee on a Type B site plan.
- c. Renders a recommendation on a recommended order from the administrative law judge on a Development of Regional Impact or a Florida Quality Development.
- d. Renders a recommendation on a recommended order from the administrative law judge on a rezoning (official zoning map amendment).
- e. Renders a final decision on a recommended order from the administrative law judge on a determination of the Land Use Administrator on a certificate of exemption in connection with a governmental right-of-way taking.
- f. Renders a final decision on a recommended order from the administrative law judge on a determination of the Development Review Committee on a preliminary plat.
- g. Renders a final decision on a recommended order from the administrative law judge on a determination of the Director of Growth Management on a limited partition.
- h. Renders a final decision on a recommended order from the administrative law judge on a Type C site plan.
- i. Renders a recommendation on a recommended order from the administrative law judge on a Type D site plan.

## 2) Leon County

- a. Renders a final decision on a recommended order from the administrative law judge on an appeal of a determination of the County Administrator or designee on a certificate of exemption in connection with a governmental right-of-way taking or an interpretation of district boundaries with respect to the official zoning map.
- b. Renders a recommendation on a recommended order from the administrative law judge on a Type D Review, Development of Regional Impact or Florida Quality Development.
- c. Renders a recommendation on a recommended order from the administrative law judge on a rezoning (official zoning map amendment).

(d) **Applicability of Article IX.** Article IX of this Part I will be invoked automatically whenever a petition for formal quasi-judicial proceedings has been timely filed and the fee timely paid unless the parties to the proceeding choose to waive any aspect of the right to formal quasi-judicial proceedings.

(e) **Who May Initiate Formal Quasi-judicial Proceedings; Representation.** Formal quasi-judicial proceedings may be initiated by the applicant, the local government with jurisdiction or persons who will suffer an adverse effect to an interest protected or furthered by the comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse effect to an interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons. A party may appear in any quasi-judicial proceeding without being represented by an attorney but an attorney may represent a party in any proceeding.

(f) **Filing Deadline for Appeals of Decisions of the City of Tallahassee Land Use Administrator, City of Tallahassee Director of Growth Management, City Development Review Committee, and Leon County Administrator or Designee; De Novo Review.** To initiate a formal quasi-judicial proceeding (see (c)1)a, b, e, f, g, and 2)a above), a petition for formal quasi-judicial proceedings must be filed and the corresponding filing fee must be paid within fifteen calendar days (thirty calendar days if the project is located within the City) after the decision sought to be appealed is rendered. All appeals will be conducted as de novo proceedings.

(g) **Filing Deadline for Planning Commission Decisions or Recommendations; De Novo Review.**

1) **County.** For decisions on projects located in the County, to initiate formal quasi-judicial proceedings where the Planning Commission will make the original decision or recommendation (see (c) 2)b, and c above), a petition for formal quasi-judicial proceedings together with the appropriate filing fee must be filed within fifteen calendar days of publication of notice of the Planning Commission public hearing on the application in a newspaper of general circulation. All such reviews will be conducted as de novo proceedings.

2) **City.** For decisions on projects located in the City, to initiate formal quasi-judicial proceedings where the Planning Commission will make the original decision (see (c)1.h above), a petition for formal quasi-judicial proceedings together with the appropriate filing fee must be filed within thirty calendar days after the preliminary decision of the Planning Commission is rendered. To initiate formal quasi-judicial proceedings where the Planning Commission will make a recommendation (see (c)1.c,d, and i above), a petition for formal quasi-judicial proceedings together with the appropriate filing fee must be filed within fifteen calendar days after the preliminary decision of the Planning Commission is

rendered. All such formal quasi-judicial proceedings will be conducted as de novo proceedings.

**(h) Status of Other Parties.** A local government with jurisdiction and an applicant who is not contesting a recommendation or decision need not file a notice of intent or petition for quasi-judicial proceedings to appear as a party. They are automatically granted party status. However, an applicant seeking to appeal a decision must file a petition for formal quasi-judicial proceedings.

**(i) Filing of Original Documents; Where to File; Filing Deadlines Jurisdictional; Copies.** The petition must be filed (stamped received) in the office of the Clerk of the Planning Commission within the time periods referenced above and a copy must be filed with the Planning Commission Attorney the same day. Failure to file the petition (together with the filing fee for filing the petition described in (j) below) with the Clerk of the Planning Commission within the time period specified in these Bylaws will result in waiver of the right to a formal quasi-judicial proceeding and dismissal of the petition. A copy of the petition must be mailed or delivered to the applicant as provided in Section 2 of this Article IX of Part I.

**(j) Required Contents of the Petition for Formal Quasi-judicial Proceedings; Filing Fees; Notice of Filing Requirements.** All petitions for formal quasi-judicial proceedings must be in writing. A petition must be filed on the form that appears in Appendix I. The form must be accompanied by a non-refundable filing fee in an amount set by resolution of the City Commission or Board of County Commissioners, as applicable, and shall have attached to it a copy of the decision that is sought to be reviewed in a formal quasi-judicial proceeding. If a petition will be filed by more than one person, each additional person may join in the petition for an additional filing fee in an amount set by resolution of the City Commission or Board of County Commissioners, as applicable. (In such case, a joint petition shall be filed). However, nothing herein precludes the filing of separate petitions by persons who wish to pay the full filing fee. The petition must include:

- 1) The title or name of the person or entity making the determination being appealed or the recommendation being proposed, the date the determination or recommendation was rendered, or public notice given in case of review and the entity's file or identification number, if known;
- 2) The name, address, and telephone and facsimile number of the petitioner and the applicant, if different from the petitioner; the name, address, and telephone and facsimile number of the petitioner's representative, if any, which shall be the address of the petitioner for mailing purposes during the course of the proceeding;
- 3) An explanation of how each petitioner's substantial interests will be adversely affected by the determination or proposed recommendation. (To be entitled to formal quasi-judicial proceedings, the petitioner must be a person who will suffer an adverse effect to an interest protected or furthered by the comprehensive plan,

including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services or environmental or natural resources. The alleged adverse effect may be shared in common with other members of the community at large, but must exceed in degree the general interest in community good shared by all persons);

4) A statement of when and how the petitioner received notice of the determination or proposed recommendation;

5) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

6) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the determination or proposed recommendation;

7) A statement of the specific code provisions the petitioner contends require reversal or modification of the determination or proposed recommendation;

8) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Commission to take with respect to the determination or proposed recommendation;

9) The signature of each petitioner or his or her attorney and the date of filing of the petition; and

10) A certificate of service as provided in Section 2 below.

Notice of the filing requirements of this provision shall be provided to the applicant and to persons who have made a request to receive a copy of the staff report for the application. A copy of a petition must be served on the applicant, if applicable, and on the attorney for the local government. The Clerk of the Planning Commission shall provide a copy of a petition to parties who are not identified as having received a copy.

**(k) Determination of Standing.** A Determination of Standing is a finding that the petitioner has alleged sufficient facts to establish entitlement to formal quasi-judicial proceedings. Notwithstanding the issuance of a Determination of Standing, a petitioner will still be required to prove standing in the formal quasi-judicial evidentiary hearing to be conducted in the matter. The Planning Commission Attorney shall, within five days of the date a petition for formal quasi-judicial proceedings is filed, determine whether the person or entity filing the petition has alleged sufficient facts (to be proved at final hearing) to establish entitlement to formal quasi-judicial proceedings (“Standing”). A Determination of Standing will be provided to the person who filed the petition and to the applicant. If a petition is deficient, it shall be rejected. For projects located in the City of Tallahassee only, the person whose petition is rejected shall be given one opportunity to

amend the petition, which amended petition must be filed within seven days of the date of service of the Determination of Standing. A second Determination of Standing shall be issued within five days of filing of an amended petition in the same manner as the original petition. A party seeking to appeal a second unfavorable Determination of Standing (City only) may do so by filing a motion for reconsideration with the Planning Commission within 5 days of the date of service of the Determination of Standing. The Planning Commission will act on the motion at its next scheduled meeting following the filing of the motion for reconsideration so long as there is sufficient time for the Clerk of the Planning Commission to provide notice to all parties. As used herein, “sufficient time” shall mean at least three days.

(l) **Motion to Dismiss.** A motion to dismiss a petition may be filed within five calendar days after the petition is served. Motions to dismiss will be heard by the administrative law judge assigned to preside over the formal quasi-judicial proceedings.

(m) **Dismissal by Clerk of the Planning Commission.** The Clerk of the Planning Commission will dismiss any petition for formal quasi-judicial proceedings which is not filed within the deadlines set forth in these Bylaws or is not accompanied by the appropriate filing fee.

(n) **Intervention.** Intervention is permitted prior to the evidentiary hearing by any person who would qualify as a party. A party who seeks to intervene must file a petition for intervention that provides the same information as a petition for formal quasi-judicial proceedings. The intervenor must also file the filing fee required of persons filing a petition for formal proceedings. Intervention is not permitted after discovery has been completed. The administrative law judge shall, within five days of the date a petition for intervention is filed, determine whether the person or entity filing the petition has alleged sufficient facts (to be proved at final hearing) to establish entitlement to intervention (“Standing”). A Determination of Standing will be issued to the person who filed the petition, and a copy provided the parties. If a petition is deficient, it shall be rejected. For projects located in the City of Tallahassee only, the person whose petition is rejected shall be given one opportunity to amend the petition, which amended petition must be filed within seven days of the date of service of the Determination of Standing. A second Determination of Standing shall be issued within five days of filing of an amended petition in the same manner as the original petition. A party seeking to appeal a second unfavorable Determination of Standing (City only) may do so by filing a motion for reconsideration with the Planning Commission within 5 days of the date of service of the Determination of Standing. The Planning Commission will act on the motion at its next scheduled meeting following the filing of the motion for reconsideration so long as there is sufficient time for the Clerk of the Planning Commission to provide notice to all parties. As used herein, “sufficient time” shall mean at least three days.

**Section 2. Filing of Original Documents with the Clerk of the Planning Commission; Service of Copies to Parties; Certificate of Service Required; Effect of Signature.**

(a) **Filing of Original Documents with the Clerk of the Planning Commission.** The original of all documents required or provided for under these proceedings must be filed with the Clerk of the Planning Commission. Filing with the Clerk of the Planning Commission must be accomplished by hand-delivery, facsimile or U.S. Mail. Filing by e-mail is prohibited and no documents attempted to be filed by e-mail will be accepted by the Clerk of the Planning Commission.

(b) **Service of Copies to Parties.** Whenever any document is required to be filed with the Clerk of the Planning Commission as part of any formal quasi-judicial proceeding governed by this Article IX of Part I, a copy of the document must be served on (i.e., provided to) all parties by hand-delivery, facsimile, or U.S. Mail. For convenience, service may be accomplished via e-mail but will not be valid unless the document is also provided to all parties by hand-delivery, facsimile or U.S. Mail. Attachments served by email must be 5MB or less. Any document that is larger than 5MB must be divided up into separate e-mails and labeled as such.

(c) **Certificate of Service Required.** The person who files the document must include a certificate of service at the end of the document specifying the type of service in substantially the following form:

I certify that a copy of this document has been furnished to (here insert names of all parties) at (list addresses) by e-mail (if so used) and (specify: hand-delivery, U.S. Mail or facsimile) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of person filing document)

(d) **Effect of Signature.** The signature of an attorney or party on any document filed in these proceedings constitutes a certificate that he or she has read the pleading, motion or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or for economic advantage, competitive reasons or frivolous purposes or needless increase in the cost of litigation.

**Section 3. Prehearing Procedures.**

(a) **Transmittal of Petition to the Division of Administrative Hearings; Administrative Law Judges; Verbatim Record Required.**

1) **Transmittal of Petition.** Within two days of filing of a Determination of Standing favorable to petitioner, the Clerk of the Planning Commission shall transmit the petition for formal quasi-judicial proceedings to the Division of Administrative Hearings for assignment of an administrative law judge.

2) **Administrative Law Judges.** The administrative law judge assigned by the Division of Administrative Hearings shall be an attorney who has at least five years' experience as a practicing attorney and who shall have the power to swear witnesses and take their testimony under oath, to issue subpoenas and other orders regarding the conduct of the proceedings and to compel entry upon land. The administrative law judge will conduct the formal quasi-judicial evidentiary hearing, rule on any pending motions and render a recommended order with findings of fact, conclusions of law and a recommended action.

3) **Verbatim Record Required.** If a person decides to appeal any decision made by the Planning Commission with respect to any matter considered at a meeting or hearing, such person will need a record of the proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The Planning Commission does not provide or prepare such a record (Section 286.0105, Florida Statutes). The Clerk of the Planning Commission will retain all official exhibits and make copies available, at the cost of reproduction, upon request.

**(b) Procedural Orders and Discovery.**

1) **Procedural Orders.** At the request of any party, or upon his or her own motion, the administrative law judge shall consider the entry of a procedural order requiring all parties to:

- a. confer and discuss the possibility of settlement;
- b. establish a discovery schedule, including the opportunity to take depositions;
- c. exchange witness lists, identifying the subject area of the witnesses' expertise, where applicable, and a written summary of the expert's testimony;
- d. exchange lists of exhibits to be submitted into evidence and view said exhibits;
- e. stipulate to as many facts as possible; and
- f. file with the administrative law judge, no later than ten days before the formal quasi-judicial evidentiary hearing a signed joint prehearing statement setting forth those facts that are agreed to by the parties and those facts that remain in dispute and attaching a copy of the witness and exhibit list of each party.

If the parties are unable to cooperate on a joint prehearing statement, then the parties must file individual statements providing the same information. A copy of the prehearing statement must be provided to all other parties by the party filing the document at the time of filing. Prehearing statements may be amended only with permission of the administrative law judge.

2) **Discovery.** Discovery is a process that allows the parties to obtain information about the other parties' argument, witnesses and exhibits. Discovery is permitted in the same manner as provided in the Florida Rules of Civil Procedure for matters pending in court proceedings, except that the times for completing discovery under those rules may be altered by the administrative law judge as required to meet the timeframes for completing the proceedings as provided in these Bylaws.

(c) **Time for Requesting Procedural Orders.** If a procedural order is desired by any party who has filed a petition for formal quasi-judicial proceedings, the request for entry of a procedural order must be included in the petition. Parties defending against the petition who desire entry of a procedural order must file a request by motion for entry of same within ten days of the filing of the petition. The administrative law judge will rule on requests for procedural orders.

(d) **Mediation.** Upon issuance of a Determination of Standing favorable to the petitioner, in addition to submitting the petition to the Division of Administrative Proceedings for assignment of an administrative law judge, the Clerk of the Planning Commission will submit the petition to a mediator as provided in Appendix IV to these Bylaws unless the petitioner has expressly indicated in the petition that mediation is not desired. If the petition does not indicate that mediation is not desired, mediation shall be conducted unless declined by any other party within 5 days of filing of the petition. The mediator shall contact the parties to schedule mediation. Mediation shall be completed within 45 calendar days of filing of a petition. Mediation costs will be borne by the parties. If mediation is successful, a mediation stipulation signed by the parties and the mediator shall be submitted to the Planning Commission for review and a notice of voluntary dismissal of the request for formal quasi-judicial proceedings shall be filed by the petitioner with the administrative law judge. The mediation stipulation shall include findings of fact, conclusions of law and a recommendation. The Planning Commission shall treat the mediation stipulation as if it were a recommended order from an administrative law judge, except that no exceptions may be filed by the parties.

(e) **Notice of Formal Quasi-judicial Evidentiary Hearing.** Notice of the formal quasi-judicial evidentiary hearing before an administrative law judge shall be published by the Clerk of the Planning Commission in a newspaper of general circulation at least fifteen calendar days (thirty calendar days for an application in the County) before the formal quasi-judicial evidentiary hearing. Notice to the parties shall be provided by the administrative law judge. If the hearing is continued or rescheduled, notice shall be provided to the parties of the new date of hearing by the administrative law judge but notice shall not again be published in the newspaper. Interested persons are encouraged



to contact the Clerk of the Planning Commission for information regarding rescheduling. Unless consented to by all parties, the formal quasi-judicial evidentiary hearing shall be held within 60 calendar days of transmittal of the petition to the Division of Administrative Hearings.

**Section 4. Public Testimony.** Members of the general public shall be permitted up to three minutes per person to submit testimony at the formal quasi-judicial evidentiary hearing. However, the administrative law judge may enlarge the time if, in his or her discretion, the circumstances warrant such enlargement. Those members of the public wishing to speak must sign a speaker slip and must submit testimony under oath or affirmation.

**Section 5. Evidence; Burden of Proof.**

(a) **Evidence.** All recommended orders shall be based upon competent, substantial evidence. Pursuant to F.S. Section 163.3215(4)(f), the standard of review applied by the administrative law judge in determining whether a proposed development order is consistent with the comprehensive plan shall be strict scrutiny in accordance with Florida law. The administrative law judge shall not be bound by strict rules of evidence, nor limited to consideration of such evidence as would be admissible in a court of law, but may exclude irrelevant, immaterial, incompetent, or unduly repetitious testimony or evidence. Hearsay evidence will be accepted. However, the administrative law judge shall not make a finding that is based solely on hearsay, unless the hearsay would be admissible in a judicial proceeding under the Florida Evidence Code. The administrative law judge shall rule on any objections made at the evidentiary hearing.

(b) **Burden of Proof.** In de novo, formal quasi-judicial proceedings, the initial burden of proof shall be on the applicant. Once the applicant establishes his or her entitlement to approval by submittal of competent, substantial evidence supporting the approval (referred to by the courts of this state as a "prima facie case"), the burden of proof will shift to the petitioner(s) to rebut the evidence submitted by the applicant. The decision under appeal will be treated as a staff report.

**Section 6. Rules Incorporated by Reference.** Where not in conflict with these Bylaws, the following rules adopted pursuant to Chapter 120, Florida Statutes, for conducting hearings before the Division of Administrative Hearings also apply (although Chapter 120 does not apply to these proceedings): Florida Administrative Code Rules 28-106.104 (except subsection (8) thereof), 28-106.108, 28-106.110, 28-106.203, 28-106.211, 28-106.213, and 28-106.215. A copy of these rules appears in Appendix II. The right to cross examine witnesses shall be available only to parties.

**Section 7. Order for Presenting Evidence.** Unless otherwise provided by the administrative law judge, or by agreement of the parties, the applicant shall present its case first. Opposing parties shall then present their case(s). A designated representative shall then make the presentation on behalf of the government with jurisdiction. The City or County, as applicable, shall be treated as a party in all formal quasi-judicial proceedings and will be expected to present argument, just like any other party. Provisions will also be made for public comment at a time

convenient to the orderly presentation of evidence by the parties. The parties shall have the opportunity to respond to any comments made by the public and shall also have the opportunity to rebut other parties' presentations.

### **Section 8. Supplementing the Record; Ex Parte Communications Prohibited.**

(a) **Supplementing the Record.** Supplementing the record after the formal quasi-judicial evidentiary hearing is prohibited.

(b) **Ex Parte Communications Prohibited.** No ex parte communications will be permitted during the pendency of quasi-judicial proceedings before the Planning Commission or an administrative law judge. An ex parte communication is an oral or written communication outside of a Planning Commission meeting or administrative hearing and without notice to the parties made to a member of the Planning Commission or administrative law judge by, or on behalf of, a party, or otherwise, about the merits of a matter before the Planning Commission, or foreseeably anticipated to come before the Commission. In the event of any ex parte communication to a Planning Commissioner or administrative law judge, the substance of the communication and the identity of the person, group, or entity with whom the communication took place shall be disclosed and made a part of the record before final action on the matter. Nothing herein shall preclude any member of the Planning Commission from individually visiting any site that is the subject of a quasi-judicial proceeding. Disclosures made pursuant to this section must be made before or during the public meeting or hearing at which action is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

### **Section 9. Continuances; Computation of Time.**

(a) **Continuances.** A party may seek a continuance of a hearing or time for filing any document except the petition for formal quasi-judicial proceedings by filing a request for continuance in writing with the administrative law judge, or Planning Commission if the continuance is sought after the recommended order is issued. The request must explain the reasons for such a request. A party may serve a response within three days of the date listed on the certificate of service of the request for continuance.

(b) **Computation of Time.** Unless otherwise stated in these Bylaws, "days" means "working days". In computing any period of working days prescribed or allowed by these Bylaws, by order of the Planning Commission, or by any applicable code, the day of the act, event, or action from which the designated period of time begins to run and any Saturdays, Sundays and legal holidays shall not be counted. In computing any period of time prescribed or allowed by these Bylaws, by order of the Planning Commission, or any applicable code, which is to be counted by calendar days, the following shall apply: 1) The day of the act, event, or action from which the designated period of time begins to run shall not be included. 2) Saturdays, Sundays and legal holidays shall be included. However, the last day of the period so computed shall be included unless it is a Saturday,

Sunday or legal holiday. If the last day of the period so computed is a Saturday, Sunday or legal holiday, the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday. 3) When the period of time prescribed or allowed is less than seven calendar days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

**Section 10. Action on Recommended Order; Transcript; Exceptions; Response to Exceptions; Scheduling; Consideration of the Recommended Order; Action on the Recommended Order.**

(a) **Recommended Order and Record.** The administrative law judge shall serve copies of the recommended order on the parties and transmit the original together with the record to the Clerk of the Planning Commission. The record shall include: those documents and media forwarded to the Clerk by the administrative law judge, including the recommended order, all pleadings, motions and responses, and all hearing exhibits; and the transcript of hearing, which must be filed in support of exceptions to findings of fact as provided in Section 10(c) of this Article IX of Part I.

(b) **Transcript.** Responsibility for ordering a transcript lies with the party seeking to challenge a finding of fact of the recommended order. If a transcript is ordered, the parties shall pay their pro-rata share of the cost of transcription.

(c) **Exceptions.** The parties shall have ten calendar days from the date the recommended order is served by U.S. Mail to file specific, written objections ("exceptions") to the recommended order with the Clerk of the Planning Commission. Exceptions shall include appropriate references to the record before the administrative law judge. Exceptions to findings of fact must be filed together with nine copies of the entire record. Only one copy of the record need be filed if there are no exceptions to findings of fact. A party may file a motion with the Planning Commission seeking to reduce the number of copies that need to be filed if the circumstances of the case (such as the size of the record) warrant a reduction in the number of copies filed. If more than one party is filing exceptions, the parties are encouraged to coordinate the filing of the copies of the record among themselves to avoid filing more than nine copies.

(d) **Response to Exceptions.** A response to exceptions may be filed by a party within ten calendar days following the date shown on the certificate of service of the exceptions. The party defending challenged findings of fact is encouraged to include in the response to exceptions the record citation supporting the challenged finding.

(e) **Scheduling.** After receipt of the recommended order from the administrative law judge, and expiration of the time for filing of exceptions (and responses to exceptions, if exceptions are filed), the Clerk of the Planning Commission shall schedule the recommended order for consideration by the Planning Commission at the next available regularly scheduled Planning Commission Meeting and notify all parties of the date of such Planning Commission meeting. Continuances may be granted by the Clerk of the

Planning Commission at the request of the parties, the Planning Commission or staff for good cause.

**(f) Consideration of the Recommended Order.** During its consideration of the recommended order at a duly noticed public hearing, the Planning Commission will take comment from the parties and the public. The general public will be afforded three minutes per person. The parties will be afforded fifteen minutes each to present oral argument on the exceptions. The Planning Commission Chair may enlarge the time afforded under this provision if, in his or her judgment, the circumstances warrant such enlargement. The Planning Commission may address questions to the parties, members of the public, or staff, or to anyone else related to the recommended order at its discretion. No party, including staff, may submit new evidence to the Planning Commission; presentations must be confined to evidence made part of the record before the administrative law judge.

**(g) Action on the Recommended Order.** The Planning Commission shall adopt the recommended order, adopt the recommended order with changes, or direct staff to prepare a revised order. The Planning Commission may also remand the recommended order to the administrative law judge if additional findings are necessary. The Planning Commission shall not change any findings of fact reached by the administrative law judge unless after review of the entire record, the Planning Commission finds there is no competent substantial evidence to support the administrative law judge's findings. The Planning Commission may change conclusions of law if it is found that the administrative law judge did not apply the correct law. If the Planning Commission directs staff to prepare a revised order consistent with its vote, the revised order shall be submitted to the Planning Commission at its next regularly scheduled meeting for final action.

**Section 11. Rendition of Decisions of the Planning Commission.** Every decision of the Planning Commission shall be promptly rendered, as defined in these Bylaws, and shall be open to public inspection. A copy shall be sent by e-mail and U.S. Mail, facsimile, or hand-delivery to the parties. The Planning Commission decision shall not be deemed final until it is rendered.

**Section 12. Order Closing File; Settlement Agreements.** An applicant may withdraw its application, a petitioner may withdraw its petition for formal quasi-judicial proceedings or notice of intent to file same, or the parties may settle their dispute any time before the Planning Commission takes final action. Upon filing of a notice of withdrawal of the application (by the applicant) or the filing of the withdrawal of the petition for formal quasi-judicial proceedings (by the petitioner), or filing of a settlement agreement (by the parties) or a notice of a settlement agreement, the Clerk of the Planning Commission will enter an Order Closing File, unless the Planning Commission is required to take further action on a matter. The entry of this order will terminate the formal quasi-judicial proceedings. A notice of voluntary dismissal must be forwarded to the administrative law judge if the matter is pending before the administrative law judge. The Planning Commission will not take further action on the matter, except in those cases where the application has not been withdrawn and the Planning Commission is required by code

to hold a duly noticed public hearing in order to render a decision or make a recommendation to the City or County Commission.

#### **ARTICLE X - AGENDAS**

The Planning Commission will normally follow its printed or typed agenda for the order of business at each meeting. The Chair, without objection from the members, may alter, including temporarily passing, the order of business on the agenda. If an objection is noted by a member, a motion duly made and passed is required to rearrange the order of business noted on the agenda.

#### **ARTICLE XI - CONFLICT OF INTEREST**

The Commission will be governed by the applicable requirements of Section 112.3143, Florida Statutes, as may be amended from time to time. A copy of Section 112.3143 is attached hereto as Appendix III. References to "days" in said statutory provision shall mean calendar days.

#### **ARTICLE XII - OTHER RULES OF PROCEDURE**

Except where in conflict with these Bylaws or pertinent codes, the Planning Commission shall adhere to "Robert's Rules of Order, as may be revised from time to time, ~~Revised~~" in conducting its business and meetings.

#### **ARTICLE XIII - CLERK OF THE PLANNING COMMISSION; CLERK OF THE LOCAL PLANNING AGENCY**

**Section 1. Clerk of the Planning Commission.** The Clerk of the Planning Commission shall be appointed by the Director of the Tallahassee-Leon County Planning Department and shall serve as secretary of the Commission, a non-voting staff position. The Clerk shall have the responsibility for preserving recorded tapes and keeping minutes of each regular and special meeting of the Planning Commission as required by Section 286.011, Florida Statutes. The minutes thus prepared become the official minutes of the Planning Commission once they have been presented to and approved by motion of the Planning Commission. The Clerk of the Planning Commission shall also be responsible for providing notices of all meetings, arranging meeting location, and preparing and distributing appropriate information relating to the agenda and performing other duties as set forth elsewhere in these Bylaws.

**Section 2. Clerk of the Local Planning Agency.** The Clerk of the Local Planning Agency shall be appointed by the Director of the Tallahassee-Leon County Planning Department and shall serve as secretary of the Local Planning Agency, a non-voting staff position. The Clerk shall have the responsibility for preserving recorded tapes and keeping minutes of each regular and special meeting of the Local Planning Agency as required by Section 286.011, Florida Statutes. The minutes thus prepared become the official minutes of the Local Planning Agency once they have been presented to and approved by motion of the Local Planning Agency. The Clerk of the Local Planning Agency shall also be responsible for providing notices of all meetings, arranging meeting location, and preparing and distributing appropriate information relating to the agenda and performing other duties as set forth elsewhere in these Bylaws.

**ARTICLE XIV - INFORMAL PROCEDURES FOR  
QUASI-JUDICIAL PROCEEDINGS;  
WAIVER OF FORMAL QUASI-JUDICIAL PROCEDURES**

**Section 1. Waiver of Formal Quasi-judicial Procedures.** In any case where a petition for formal quasi-judicial proceedings has been filed, the parties may agree to waive any formal quasi-judicial procedures by written stipulation to be filed with the administrative law judge. In the event that the formal evidentiary hearing provisions for quasi-judicial proceedings of Article IX are waived by the parties to the proceedings, the Planning Commission will proceed under the informal procedures set forth in Section 2 of this Article XIV of Part I.

**Section 2. Informal Procedures.** The Planning Commission shall hear all applications coming before it using the informal procedures set forth herein unless a petition for formal quasi-judicial proceedings has been filed. Under its informal procedures, the Planning Commission will hear a report from staff followed by a presentation from the applicant. Public comment will be allowed thereafter. Each speaker shall be limited to three minutes unless additional time is permitted by the Chair. The Planning Commission's record will consist of the staff report and attachments, the testimony received and any additional exhibits submitted at the public hearing. The provisions of Section 3(a)3) of Article IX of this Part I pertaining to verbatim record requirements apply to informal procedures of the Planning Commission. The record may not be supplemented without the express approval of the Planning Commission upon a majority vote. Ex parte communications shall be prohibited. Planning Commissioners who receive ex parte communications shall report them on the record and the Commission shall afford affected parties the right to respond. Findings of the Commission will be reduced to writing by staff after the vote.

**ARTICLE XV – PROCEDURES FOR PROJECTS GOVERNED BY  
SECTION 403.973, FLORIDA STATUTES  
(CITY OF TALLAHASSEE ONLY)**

**Section 1. Section 403.973, Florida Statutes, Projects.** Projects addressed by Section 403.973, Florida Statutes, will be subject to the provisions of said section and governed by any codes of the City of Tallahassee applicable to such projects to the extent any such provisions are in conflict with these Bylaws.

**ARTICLE XVI. COMPLIANCE WITH FLORIDA LAWS AND CODES**

**Section 1. Public Records Law and E-Mails.** Each member of the Planning Commission shall comply with the Florida's Public Records Law, Chapter 119, Florida Statutes, and Board of County Commissioners Policy 96-4, "Policy on Public Records Law and E-Mail," as may be amended from time to time, and each member of the Planning Commission shall be provided a copy of BCC Policy 96-4.

**Section 2. Government in the Sunshine Law.** Each member of the Planning Commission shall comply with the Florida Government in the Sunshine Law, Chapter 286, Florida Statutes, as may be amended from time to time.

**Section 3. Code of Ethics.** The Planning Commission shall comply with the following state laws and Board of County Commission Policies with regard to the Florida Code of Ethics for Public Officers and Employees:

(a) Each member of the Planning Commission shall comply with Section 112.3143, Florida Statutes, "Voting Conflicts," as may be amended from time to time, and shall be provided a copy of Section 112.3143. A copy appears in Appendix III to these Bylaws.

(b) Each member of the Planning Commission shall abide by the Standards of Conduct set forth in Section 112.313, Florida Statutes, as may be amended from time to time, and shall be provided a copy of Section 112.313, Florida Statutes.

(c) When acting on City matters, each member of the Planning Commission shall abide by the Code of Ethics of the City of Tallahassee found in Division 3, Chapter 2 of the Tallahassee Code of General Ordinances.

**PART II  
TALLAHASSEE-LEON COUNTY  
LOCAL PLANNING AGENCY**

**ARTICLE I NAME AND AUTHORIZATION**

**Section 1. Name.** Pursuant to Objective 1.1 of the Intergovernmental Coordination Element of the Comprehensive Plan, the Tallahassee-Leon County Planning Commission shall act as the "Tallahassee-Leon County Local Planning Agency" herein referred to as the "Local Planning Agency" when performing those duties of the Local Planning Agency required by Florida Statutes and local codes.

**Section 2. Authorization.** The Local Planning Agency exists by authority of the "Tallahassee-Leon 2030 Comprehensive Plan as amended," initially adopted on July 16, 1990, by City of Tallahassee Ordinance 90-O-0076, and by Leon County Ordinance 90-30; by City of Tallahassee Ordinance 92-O-0029, and by Leon County Ordinance 92-15. Termination or restructuring of the Local Planning Agency shall be through the comprehensive plan amendment process and through the statutory requirements for local planning agencies, consistent with Chapter 163, Florida Statutes.

**ARTICLE II - DUTIES AND RESPONSIBILITIES**

**Section 1. Monitor and Recommend.** The Local Planning Agency shall monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City and County commissions such changes in the comprehensive plan as may be required from time to time, including preparation of such notification to the state land planning agency as is required by Section 163.3191, Florida Statutes.

**Section 2. Coordination with Governmental Entities.** The Local Planning Agency shall coordinate the comprehensive plan of the City of Tallahassee and Leon County with the plans of

other governmental entities, to include the School Board, other units of government providing service but not having regulatory authority over the use of land, and adjacent counties.

**Section 3. Level of Service Standards.** The Local Planning Agency shall ensure coordination in establishing level of service standards for public facilities with any other entities having operational and maintenance responsibilities for such facilities.

**Section 4. Planning Coordination.** The Local Planning Agency shall provide regular opportunities for other entities to present their plans to the agency, and for the agency to communicate its plans to the other entities for the purpose of planning coordination.

**Section 5. Resolving Conflict.** The Local Planning Agency shall serve as a recommending body to the City and County commissions in resolving conflicts between the plans of the other entities with those of the City and the County.

**Section 6. Mediation.** The Local Planning Agency shall periodically coordinate with adjacent Local Planning Agencies on issues of mutual interest, and serve as a mediating body where conflicts exist.

**Section 7. Target Issues.** The Local Planning Agency shall serve as a means to monitor and evaluate plan implementation, utilize a target issues process to track dates and actions as shown in the plan.

**Section 8. Permitting Process.** The Local Planning Agency shall serve as the coordination and monitoring mechanism to ensure the coordination of the permitting process in order to protect natural resource features through the appropriate location and intensity of development.

**Section 9. General Duties.** The Local Planning Agency shall perform any other function, duties, and responsibilities assigned to it by the City Commission, County Commission, or general or special law.

### ARTICLE III – OFFICERS AND DUTIES

**Section 1. Designation of Officers.** The Chair of the Local Planning Agency shall be the Chair of the Tallahassee-Leon County Planning Commission. The Vice-Chair of the Local Planning Agency shall be the Vice-Chair of the Tallahassee-Leon County Planning Commission.

**Section 2. Duties.** The Chair shall: preside at all meetings of the Local Planning Agency; sign all official correspondence for the Local Planning Agency; and serve as the official representative of the Local Planning Agency. In the absence of the Chair, the Vice-Chair shall perform these functions. The most senior member present will serve as Chair in the absence of the elected Chair and Vice-Chair.



## ARTICLE IV – MEETINGS AND LOCATIONS

**Section 1. Meetings.** The Local Planning Agency shall meet as necessary in order to accomplish the purposes assigned to it by the City of Tallahassee and Leon County. All meetings shall be duly noticed public meetings, and all records shall be public records. The Local Planning Agency shall encourage diversified public participation. The public shall be afforded the opportunity to comment at all meetings, within the constraints of time and relevancy as determined by the Chair.

**Section 2. Meeting Locations.** Meetings shall be held in facilities that are readily accessible to the public.

## ARTICLE V - GENERAL PROVISIONS

**Section 1. Voting Rights.** Each member shall be entitled to one vote. Proxy votes and absentee ballots shall not be allowed.

**Section 2. Parliamentary Procedure.** Robert's Rules of Order, as may be revised from time to time, shall be the authority on parliamentary procedure at all meetings, unless in conflict with these Bylaws, in which case these Bylaws shall govern.

## ARTICLE VI - THE GOAL OF PUBLIC PARTICIPATION PROCEDURES

**Section 1. The Goal of Public Participation.** By definition, a goal is a statement of purpose intended to define an ultimate or end state. The goal for the public participation process in planning for Tallahassee-Leon County is as follows:

To provide timely two-way communications between the residents of Tallahassee-Leon County and those responsible for preparation of amendments to and evaluation of the Comprehensive Plan. These plan processes should be accomplished in such a way so as to foster a sense of partnership between the government and the public; to create a sense of ownership and informed consent on the part of the public regarding the plan and the planning process; and to create a sense of trust between government and the public.

## ARTICLE VII - OBJECTIVES OF PUBLIC PARTICIPATION PROCEDURES

**Section 1. Objectives.** Objectives are specific accomplishments, or series of accomplishments, necessary to the satisfactory pursuit of a goal. Objectives measure the success being realized in reaching a desired goal. Objectives for public participation in Tallahassee-Leon County planning efforts are:

- (a) The community understands the needs and the associated costs related to the comprehensive plan.
- (b) Opportunities are provided for the public to be involved in the planning process and to be informed of planning actions.
- (c) Procedures assure that property owners are notified of official actions that will affect the use of their property.
- (d) Procedures assure that the public has opportunities to provide written comments.
- (e) Procedures require consideration and response to public comments.
- (f) Procedures meet all state and local legal requirements for public notice and conduct of public meetings.

## ARTICLE VIII - PUBLIC PARTICIPATION PROCEDURES

### **Section 1. Public Participation Procedures; Newspaper Advertising; Mailing List; Free Publicity; Meetings; Information Depositories; Written Comments; Public Hearings; Workshop Sessions; Modification to Proposed Amendments.**

- (a) **Public Participation Procedures.** In order to meet the -public participation goal and objectives as outlined above for Tallahassee-Leon County, the procedures set forth below will be utilized by the Local Planning Agency in fulfilling its planning responsibilities:
- (b) **Newspaper Advertising.** All regular meetings and workshops of the Local Planning Agency shall be duly noticed. The notice will be of sufficient size and design (within reasonable budgetary limitations) so as to be readily noticeable by interested persons. The ad shall: include the purpose (including the title of proposed amendments), date, time, and location of the meetings; advise interested persons of their right to appear and be heard; and offer the opportunity to obtain additional information, inspect copies of the agenda and staff reports.
- (c) **Mailing List.** All interested persons will be afforded the opportunity (through advertising and other techniques) to have their name placed on an e-mail subscription service to receive e-mailed notice of meetings, workshops, seminars, and public hearings related to development of the comprehensive plan.
- (d) **Free Publicity.** Advantage will be taken of any free publicity opportunities that may be available. Notices of meetings will be submitted to the respective City and County community liaison offices for inclusion in periodic community service listings or announcements of meetings. Other low cost techniques such as media releases, public service announcements, and presentations to community groups will also be utilized when appropriate in order to provide information to the public and to receive their comments.

(e) **Meetings.** All Local Planning Agency meetings will be duly noticed public meetings. Members of the public will be afforded the opportunity to comment at all meetings, within the constraints of time and relevancy as determined by the Chair.

(f) **Information Depositories.** Relevant planning information, reports, and documents will be provided to public libraries, including via internet access, and other suitable information depositories in the community in order to make the information readily available to interested persons. Groups that request complete Local Planning Agency agenda packages will be encouraged to serve as information depositories.

(g) **Written Comments.** Written comments can be addressed to the Local Planning Agency through the Planning Department. Depending upon the nature or extent of written comments received, such comments will be summarized, or provided in their entirety to the Local Planning Agency members for consideration.

(h) **Public Hearings.** Public hearings will be conducted in accordance with the requirements of Sections 286.011 and 286.0114 and Chapter 163, Florida Statutes. Additional hearings can be held at local option. All hearings will meet legal requirements relating to advertising, and will be held at a time and location convenient to the general public. Beyond the legal requirements, other public notification techniques as outlined, and as appropriate, will be utilized.

(i) **Workshop Sessions.** Workshop sessions constitute public meetings and will be duly noticed. Workshops shall be held at a time and location that is accessible to the public. Workshop sessions will be generally less formal than regularly scheduled meetings and public hearings in order to encourage a more spontaneous flow of discussion among the participants. Workshops do not require a quorum. However, no formal action shall be taken at a workshop where there is no quorum. Such workshops can be geographically based or issue based, depending on the need.

(j) **Modification to Proposed Amendments.** The Local Planning Agency may recommend modifications to amendments after hearing public comment. These modifications may include changes to text or changes increasing or reducing the area of coverage of a map amendment.

**APPENDIX I  
FORM FOR  
PETITION FOR FORMAL QUASI-JUDICIAL PROCEEDINGS**

PETITION FOR FORMAL QUASI-JUDICIAL PROCEEDINGS

**Before the Tallahassee-Leon County  
Planning Commission**

NOTICE: TO BE ENTITLED TO FORMAL QUASI-JUDICIAL PROCEEDINGS, THE PETITIONER MUST BE A PERSON WHO WILL SUFFER AN ADVERSE EFFECT TO AN INTEREST PROTECTED OR FURTHERED BY THE COMPREHENSIVE PLAN, INCLUDING INTERESTS RELEATED TO HEALTH AND SAFETY, POLICE AND FIRE PROTECTION SERVICE SYSTEMS, DENSITIES OR INTENSITIES OF DEVELOPMENT, TRANSPORTATION FACILITIES, HEALTH CARE FACILITIES, EQUIPMENT OR SERVICES OR ENVIRONMENTAL OR NATURAL RESOURCES. THE ALLEGED ADVERSE EFFECT MAY BE SHARED IN COMMON WITH OTHER MEMBERS OF THE COMMUNITY AT LARGE, BUT MUST EXCEED IN DEGREE THE GENERAL INTEREST IN COMMUNITY GOOD SHARED BY ALL PERSONS.

FILING FEE MUST BE PAID WHEN THE PETITION IS FILED.

1. This is a petition to initiate formal quasi-judicial proceedings to review a:  
 decision  
 recommendation  
of \_\_\_\_\_ to  
 approve  
 deny  
the following \_\_\_\_\_ (action/project)

Project Identification Number: \_\_\_\_\_  
Date decision rendered (if applicable): \_\_\_\_\_

Project Location:  
 City of Tallahassee  
 Leon County

The petition will be forwarded to a mediator unless mediation is not requested. Costs of mediation shall be borne by the parties.  
Check here if  mediation is not requested.

2. Name of Petitioner: \_\_\_\_\_

Address of Petitioner: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Petitioner: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
e-mail address of Petitioner (listing of e-mail address indicates willingness to receive documents via email): \_\_\_\_\_

Name of Petitioner's Representative (where applicable): \_\_\_\_\_  
\_\_\_\_\_

Address of Petitioner's Representative: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Petitioner's Representative: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
e-mail address of Petitioner's Representative (listing of e-mail address indicates  
willingness to receive documents via email): \_\_\_\_\_

Name of Project Applicant (if different from Petitioner): \_\_\_\_\_  
\_\_\_\_\_

Address of Project Applicant: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Project Applicant: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
e-mail address of Project Applicant (listing of e-mail address indicates willingness to  
accept service via email): \_\_\_\_\_

3. Right to formal quasi-judicial proceedings [See notice above. Failure to list sufficient facts to show entitlement to formal quasi-judicial proceedings will result in denial of petition]: Provide an explanation of how Petitioner's substantial interests will be adversely affected by the determination or recommendation being challenged by Petitioner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Petitioner received notice of the determination/proposed action dated \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ by:

- \_\_\_\_\_ U.S. Mail.
- \_\_\_\_\_ Publication in the newspaper.
- \_\_\_\_\_ City/County or Planning Commission Website
- \_\_\_\_\_ Other: Explanation

Note: A copy of the determination/proposed action must be attached to this petition.

5. A statement of all facts that are disputed by Petitioner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. A statement of the specific facts the Petitioner contends warrant reversal or modification of the determination or proposed recommendation: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. A statement of the specific code provisions the Petitioner contends require reversal or modification of the determination or proposed recommendation. [Note: Failure to list specific provisions will result in denial of petition.] \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. A statement of the relief sought by Petitioner, stating precisely the action Petitioner wishes the Commission to take with respect to the determination or proposed recommendation. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. \_\_\_\_\_ I hereby request entry of a procedural order.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Check one:

\_\_\_\_\_ Petitioner

\_\_\_\_\_ Petitioner's Representative

**CERTIFICATE OF SERVICE**

I certify that a copy of this document has been furnished to:

The project applicant: \_\_\_\_\_  
at the following address: \_\_\_\_\_ to  
legal counsel for the local government: \_\_\_\_\_  
at the following address \_\_\_\_\_  
by: \_\_\_\_\_ e-mail (if used) and \_\_\_\_\_ U.S. Mail \_\_\_\_\_ Facsimile \_\_\_\_\_ Hand-delivery, this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

## APPENDIX II

### Adopted Division of Administrative Hearings Rules

#### **28-106.104 Filing.**

- (1) In construing these rules or any order of a presiding officer, filing shall mean received by the office of the agency clerk during normal business hours or by the presiding officer during the course of a hearing.
- (2) All pleadings filed with the agency shall contain the following:
  - (a) The style of the proceeding involved;
  - (b) The docket, case or file number, if any;
  - (c) The name of the party on whose behalf the pleading is filed;
  - (d) The name, address, any e-mail address, and telephone number of the person filing the pleading;
  - (e) The signature of the person filing the pleading; and
  - (f) A certificate of service that copies have been furnished to all other parties as required by subsection (4) of this rule.
- (3) Any document received by the office of the agency clerk before 5:00 p.m. shall be filed as of that day but any document received after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day.
- (4) Whenever a party files a pleading or other document with the agency, that party shall serve copies of the pleading or other document upon all other parties to the proceeding. A certificate of service shall accompany each pleading or other document filed with the agency.
- (5) All parties, if they are not represented, or their attorneys or qualified representatives shall promptly notify all other parties and the presiding officer of any changes to their contact information by filing a notice of the change.
- (6) All papers filed shall be titled to indicate clearly the subject matter of the paper and the party requesting relief.
- (7) All original pleadings shall be on white paper measuring 8½ by 11 inches, with margins of no less than one inch. Originals shall be printed or typewritten.

#### **28-106.108 Consolidation.**

If there are separate matters which involve similar issues of law or fact, or identical parties, the matters may be consolidated if it appears that consolidation would promote the just, speedy, and inexpensive resolution of the proceedings, and would not unduly prejudice the rights of a party.

#### **28-106.110 Service of Papers.**

Unless the presiding officer otherwise orders, every pleading and every other paper filed in a proceeding, except applications for witness subpoenas, shall be served on each party or the party's representative at the last address of record.



**28-106.203 Answer.**

A respondent may file an answer to the petition.

**28-106.211 Conduct of Proceedings.**

The presiding officer before whom a case is pending may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive determination of all aspects of the case, including bifurcating the proceeding.

**28-106.213 Evidence.**

- (1) Oral evidence shall be taken only on oath or affirmation.
- (2) Each party shall have the right to impeach any witness regardless of which party called the witness to testify.
- (3) Hearsay evidence, whether received in evidence over objection or not, may be used to supplement or explain other evidence, but shall not be sufficient in itself to support a finding unless the evidence falls within an exception to the hearsay rule as found in Sections 90.801-.805, F. S.
- (4) The rules of privilege apply to the same extent as in civil actions under Florida law.
- (5) If requested and if the necessary equipment is reasonably available, testimony may be taken by means of video teleconference or by telephone.
  - (a) If a party cross-examining the witness desires to have the witness review documents or other items not reasonably available for the witness to review at that time, then the party shall be given a reasonable opportunity to complete the cross-examination at a later time or date for the purpose of making those documents or other items available to the witness.
  - (b) For any testimony taken by telephone, a notary public must be physically present with the witness to administer the oath. The notary public shall provide a written certification to be filed with the presiding officer confirming the identity of the witness, and confirming the affirmation or oath by the witness. It shall be the responsibility of the party calling the witness to secure the services of a notary public.
- (6) When official recognition is requested, the parties shall be notified and given an opportunity to examine and contest the material. Requests for official recognition shall be by motion and shall be considered in accordance with the provisions governing judicial notice in Sections 90.201 - .203, F.S.

**28-106.215 Post-Hearing Submittals.**

All parties may submit proposed findings of fact, conclusions of law, orders, and memoranda on the issues within a time designated by the presiding officer. Unless authorized by the presiding officer, proposed orders shall be limited to 40 pages.

## APPENDIX III

### Section 112.3143, Florida Statutes - Voting conflicts

(1) As used in this section:

(a) "Principal by whom retained" means an individual or entity, other than an agency as defined in s. 112.312(2), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one's client, employer, or the parent, subsidiary, or sibling organization of one's client or employer.

(b) "Public officer" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(c) "Relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(d) "Special private gain or loss" means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

1. The size of the class affected by the vote.
2. The nature of the interests involved.
3. The degree to which the interests of all members of the class are affected by the vote.
4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

(2)(a) A state public officer may not vote on any matter that the officer knows would inure to his or her special private gain or loss. Any state public officer who abstains from voting in an official capacity upon any measure that the officer knows would inure to the officer's special private gain or loss, or who votes in an official capacity on a measure that he or she knows would inure to the special private gain or loss of any principal by whom the officer is retained or to the parent organization or subsidiary of a corporate principal by which the officer is retained other than an agency as defined in s. [112.312\(2\)](#); or which the officer knows would inure to the special private gain or loss of a relative or business associate of the public officer, shall make every reasonable effort to disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for the state public officer to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

(b) A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection.

(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

(b) However, a commissioner of a community redevelopment agency created or designated pursuant to s. 163.356 or s. 163.357, or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting, when voting in said capacity.

(4) No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.

(a) Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

(b) In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

(c) For purposes of this subsection, the term "participate" means any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer's direction.

(5) If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

(6) Whenever a public officer or former public officer is being considered for appointment or reappointment to public office, the appointing body shall consider the number and nature of the memoranda of conflict previously filed under this section by said officer.

## APPENDIX IV

### TALLAHASSEE-LEON COUNTY PLANNING COMMISSION Procedure for Selection of Planning Commission Mediator

The Planning Department, on behalf of the City of Tallahassee and Leon County, will publish an advertisement at least once every 3 years in the Florida Bar News or other appropriate publications, requesting applications to serve as Planning Commission mediators. To qualify as a Planning Commission mediator, an applicant must:

- a) Be certified by the Florida Supreme Court as a circuit court mediator;
- b) Have served as a certified mediator for at least 3 years; and
- c) Have been a member of the Florida Bar at least 5 years

No mediator shall qualify to serve if he or she is an employee of the same law firm that employs a Planning Commissioner or Planning Commission counsel, nor shall such mediator's firm represent any party in the proceedings in question.

Applications may be obtained from the Planning Department and must be submitted to the Clerk of the Planning Commission. Mediators meeting the criteria (as determined by the Clerk of the Planning Commission upon consultation with the Planning Commission Attorney) will be placed on a list in the order in which the Planning Department received the applications. The total cost of mediation will be shared by the parties, who shall be the applicant, the local government and the petitioner, if different from the applicant. The mediator is responsible for billing and collecting his/her fee.

To satisfy the requirements listed above, the applicants must submit:

- a) Evidence of certification by the Florida Supreme Court as a mediator at the circuit court level;
- b) A list of mediations conducted over the past 3 years (minimum of 3); and
- c) Evidence of Florida Bar membership.

Once it is determined that the parties will select mediation under the Planning Commission Bylaws, the Clerk of the Planning Commission will ask the parties to select a mediator within a specified time from the list of approved mediators. If the parties fail to select a mediator within the time set, the Clerk will select a mediator from the list. The mediator selected by the Clerk shall be the next one on the list that has not yet been called to serve as mediator and does not have a conflict.

The Clerk of the Planning Commission shall send a copy of the petition for hearing to the selected mediator together with contact information about the parties. A copy of the transmittal letter shall be forwarded to the parties. The mediator will contact the parties with respect to mediation.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners


## Agenda Item #7

March 9, 2021

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

**From:** Vincent S. Long, County Administrator  
Chasity H. O'Steen, County Attorney

**Title:** Indemnification Agreement with K and S Food Mart, Inc., for Inland Food Store #386 Site Conditional Closure



<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, Director of Public Works
<b>Lead Staff/ Project Team:</b>	Emily R. Pepin, Assistant County Attorney Charles Wu, Director of Engineering Services

### **Statement of Issue:**

This item seeks Board approval of an Indemnification Agreement with K and S Food Mart, Inc., providing the County's consent for the conditional closure of remediation efforts for a contamination site. As an affected property owner, the County's consent is required by the Florida Department of Environmental Protection to grant K and S Food Mart, Inc. a conditional closure of the contaminated site extending beneath County-owned Springhill Road. The Indemnification Agreement will hold the County harmless for any future damage or remediation costs as a result of the contamination on its property.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option # 1: Approve the Indemnification Agreement with K and S Food Mart, Inc. (Attachment #1), authorize the Chairman to execute the Indemnification Agreement, and authorize the County Administrator, or designee, to send a letter of no objection to K and S Food Mart, Inc.

## Report and Discussion

### **Background:**

This item seeks Board approval of an Indemnification Agreement with K and S Food Mart, Inc., providing the County's consent for the conditional closure of remediation efforts for a contamination site. As an affected property owner, the County's consent is required by the Florida Department of Environmental Protection (FDEP) to grant K and S Food Mart, Inc. a conditional closure of the contaminated site extending beneath County-owned Springhill Road. The Indemnification Agreement will hold the County harmless for any future damage or remediation costs as a result of the contamination on its property.

The State of Florida facilitates the cleanup of petroleum contaminated sites pursuant to Section 376.30701, Florida Statutes, and Rule Chapter 62-780, *Florida Administrative Code*. As part of this program, FDEP identifies such petroleum contaminated sites, including any property outside of the contaminated site, where the contamination may have spread to the groundwater or soil, and administers remedial action plans for the cleanup and eventual closure of the sites.

In 2017, FDEP approved a remedial action plan for the Inland Food Store #386 Site, located at 2621 Springhill Road, Tallahassee, Florida (Site). The Site was contaminated with petroleum pollutants, including contamination to the groundwater and soil, and such contamination may have migrated from the Site into the County-owned right-of-way beneath Springhill Road. K and S Food Mart, Inc. (Food Mart), is identified by FDEP as the responsible party for Site cleanup. FDEP has determined that the Site is now eligible for a conditional Site Rehabilitation Completion Order (SRCO), utilizing both institutional and engineering controls at the Site, which eliminate the potential exposure of the remaining petroleum products' chemicals to humans or the environment. In order for the SRCO to be completed, FDEP requires consent from the County as the owner of Springhill Road where contamination may have spread.

In exchange for the County's consent to the SRCO, the County has requested that the Food Mart indemnify and hold harmless the County for any damage that may occur to the County-owned right-of-way as a result of the contamination. The County would not be responsible for any future cleanup activities for such potential contamination.

### **Analysis:**

This item seeks the Board approval of the Indemnification Agreement (Attachment #1) in exchange for the consent to the SRCO. The Food Mart's SRCO includes engineering and institutional controls such as ongoing monitoring wells which have been approved by FDEP and eliminate the potential for further harm to humans and the environment. The Food Mart has agreed to hold the County harmless for any damage that may occur to the County-owned right-of-way. Some conditional closures require restrictive covenants to be recorded over contaminated areas; however, no such restrictive covenants are being required on the County's right-of-way.



Title: Indemnification Agreement with K and S Food Mart, Inc., for Inland Food Store #386 Site  
Conditional Closure

March 9, 2021

Page 3

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Upon the signature of all parties, the Indemnification Agreement will be recorded in the Official Records of Leon County, Florida. Additionally, a letter of no objection will be sent to the Food Marts representatives in support of the conditional closure of the Site.

**Options:**

1. Approve the Indemnification Agreement with K and S Food Mart, Inc. (Attachment #1), authorize the Chairman to execute the Indemnification Agreement, and authorize the County Administrator, or designee, to send a letter of no objection to K and S Food Mart, Inc.
2. Do not approve the Indemnification Agreement with K and S Food Mart, Inc.
3. Board direction.

**Recommendation:**

Option # 1

**Attachment:**

1. Indemnification Agreement

**Indemnification Agreement**

This Indemnification Agreement (“Agreement”) is made and entered into by and between **Leon County, Florida**, a charter county and political subdivision of the State of Florida, (“County”) and **K and S Food Mart, Inc.** (“Responsible Party”).

**RECITALS:**

WHEREAS, the County owns C.R. 373, also known as Springhill Road, in Leon County, Florida, the relevant portion of which is described in the attached Exhibit “A,” (“County Property”); and

WHEREAS, the Responsible Party is the current owner of certain property located at 2621 Springhill Road, Tallahassee, Florida, Parcel ID #'s 4111206010000 and 4111206020000, (“Source Property”) as more particularly described in Exhibit “B” hereto, which is adjacent to the County Property; and

WHEREAS, a portion of the Source Property, more specifically identified as Inland Food Store #386 Site (FDEP Facility ID#37/8842170), (“Site”) is contaminated with petroleum pollutants, including groundwater and soil, hereinafter collectively referred to as “contamination”, and such contamination, specifically groundwater contamination, may have migrated from the Site into a portion of the County Property; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) has determined that the party responsible for the contamination is the Responsible Party, and Responsible Party submitted a proposal to the FDEP for a determination that the Site qualifies for a Site Rehabilitation Completion Order (“SRCO”); and

WHEREAS, the Responsible Party is in the process of initial conditional closure under Chapter 62-780, F.A.C. and is required by FDEP to obtain written documentation of no objection to the closure of the Site; and

WHEREAS, the Responsible Party has agreed to indemnify and hold the County harmless for any damage that may occur to the County Property as a result of the contamination.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and conditions herein, the parties agree as follows:

1. The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.

2. The Responsible Party acknowledges that it is responsible for the contamination and that the County is not the discharger and did not cause the contamination within the County Property.
3. The Responsible Party does hereby agree to defend, indemnify, and hold the County harmless from, and pay for, all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever resulting from the contamination, and/or for any acts or omissions of the Responsible Party resulting in any damage to the County Property. This indemnification includes, without limitation, all civil and criminal environmental liabilities under Federal, and State laws, rules, and regulations.
4. The Responsible Party shall notify the County in writing immediately upon becoming aware of any claims as set forth in Paragraph 3.
5. Nothing in this Agreement shall be deemed a waiver of the County's sovereign immunity protections, or as increasing the limits of liability as set for in Section 768.28, *Florida Statutes*.
6. This Agreement shall constitute a covenant running with the land, in favor of the County, its successors and assigns burdening the Source Property, and shall remain in full force and effect and be binding on the Responsible Party, its successors and assigns in title, until such time as this Agreement has been modified, cancelled or terminated by the County in writing and recorded in the Official Records of Leon County, Florida.
7. This Agreement cannot be amended unless agreed upon in writing by both parties or their successors and assigns.
8. It is understood and agreed that the transfer or conveyance of all or a portion of the Source Property shall not relieve the transferor from any liability accruing during the transferor's ownership interest.
9. In consideration of the indemnification provided herein, the County hereby grants consent to the conditional closure of the Site utilizing institutional and engineering controls as defined in Section 376.301, *Florida Statutes*.
10. Notices:

**AS TO COUNTY:**

Leon County Public Works  
Engineering Services Division  
2280 Miccosukee Road  
Tallahassee, Florida

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

**AS TO RESPONSIBLE PARTY:**

Kelly Nabulsi  
2621 Springhill Road  
Tallahassee, Florida, 32305

- 11. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a court of appropriate jurisdiction in Leon County, Florida.
- 12. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- 13. If any section, paragraph, clause or provision of this Agreement is adjudicated by a court, agency, or authority of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect.
- 14. This Agreement shall be recorded in the Official Records of Leon County, Florida.

**IN WITNESS WHEREOF**, the parties have signed and sealed this Agreement as of the date last written below.

**AS TO COUNTY:**

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Rick Minor, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

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

ATTEST:  
Gwendolyn Marshall, Clerk of the Court &  
Comptroller, Leon County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

**AS TO RESPONSIBLE PARTY:**

K and S Food Mart, Inc.

By: Khalid Nabulsi

Name: Khalid Nabulsi

Title: owner

Date: 2-11-2021

Witnesses:

By: J. T. Latta, III

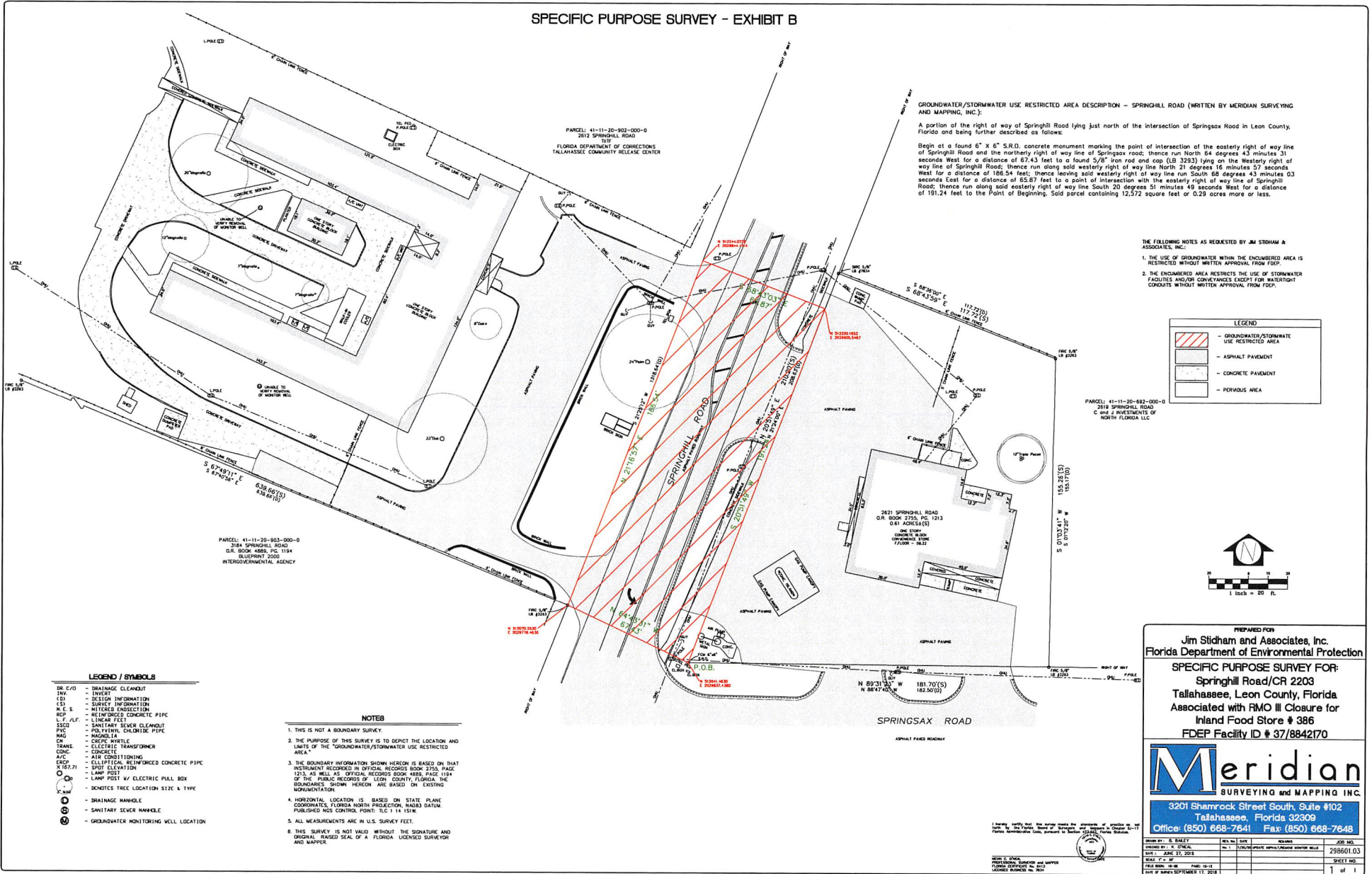
Name: John T. Latta, III

By: Shan L. King

Name: Shan L. King

Indemnification Agreement Exhibit A

SPECIFIC PURPOSE SURVEY - EXHIBIT B



**GROUNDWATER/STORMWATER USE RESTRICTED AREA DESCRIPTION - SPRINGHILL ROAD (WRITTEN BY MERIDIAN SURVEYING AND MAPPING, INC.):**  
A portion of the right of way of Springhill Road lying just north of the intersection of Springsax Road in Leon County, Florida and being further described as follows:

Begin at a found 6" X 6" S.R.D. concrete monument marking the point of intersection of the easterly right of way line of Springhill Road and the northerly right of way line of Springsax Road; thence run North 84 degrees 43 minutes 31 seconds West for a distance of 67.43 feet to a found 5/8" iron rod and cap (LB 3223) lying on the westerly right of way line of Springhill Road; thence run along said westerly right of way line North 21 degrees 16 minutes 57 seconds West for a distance of 186.54 feet; thence leaving said westerly right of way line run South 68 degrees 43 minutes 03 seconds East for a distance of 65.87 feet to a point of intersection with the easterly right of way line of Springhill Road; thence run along said easterly right of way line South 20 degrees 51 minutes 48 seconds West for a distance of 151.24 feet to the Point of Beginning. Said parcel containing 12,372 square feet or 0.29 acres more or less.

THE FOLLOWING NOTES AS REQUESTED BY JIM STIDHAM & ASSOCIATES, INC.:

1. THE USE OF GROUNDWATER WITHIN THE ENCUMBERED AREA IS RESTRICTED WITHOUT WRITTEN APPROVAL FROM FDEP.
2. THE ENCUMBERED AREA RESTRICTS THE USE OF STORMWATER FACILITIES AND/OR CONVEYANCES EXCEPT FOR WATERTIGHT CONDUITS WITHOUT WRITTEN APPROVAL FROM FDEP.

**LEGEND**

- [Red Hatched Box] - GROUNDWATER/STORMWATER USE RESTRICTED AREA
- [Grey Box] - ASPHALT PAVEMENT
- [White Box] - CONCRETE PAVEMENT
- [Dotted Box] - POROUS AREA



- LEGEND / SYMBOLS**
- DR C/O - DRAINAGE CLEANOUT
  - INV - INVERT
  - DI - DESIGN INFORMATION
  - CI - CONCRETE INTERFERED CONNECTION
  - M.C.E. - METAL CLIP END
  - RC - REINFORCED CONCRETE PIPE
  - L.F./L.P. - LINEAR FEET
  - SSC - SANITARY SEWER CLEANOUT
  - PVC - POLYVINYL CHLORIDE PIPE
  - M&S - MANHOLE
  - TR - TRANSFORMER
  - CONC. - CONCRETE
  - A/C - AIR CONDITIONING
  - CRCP - ELLIPTICAL REINFORCED CONCRETE PIPE
  - X 167.71 - SPIRE ELEVATION
  - LAMP POST - LAMP POST
  - LAMP POST W/ ELECTRIC PULL BOX - LAMP POST WITH ELECTRIC PULL BOX
  - MON - MONITORING POINT
  - MON - MONITORING POINT
  - DR - DRAINAGE HANDBOLE
  - CONC. - CONCRETE
  - A/C - AIR CONDITIONING
  - CRCP - ELLIPTICAL REINFORCED CONCRETE PIPE
  - X 167.71 - SPIRE ELEVATION
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  - LAMP POST - LAMP POST
  - LAMP POST W/ ELECTRIC PULL BOX - LAMP POST WITH ELECTRIC PULL BOX
  - MON - MONITORING POINT
  - MON - MONITORING POINT

- NOTES**
1. THIS IS NOT A BOUNDARY SURVEY.
  2. THE PURPOSE OF THIS SURVEY IS TO DEPICT THE LOCATION AND LIMITS OF THE "GROUNDWATER/STORMWATER USE RESTRICTED AREA."
  3. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3735, PAGE 1213, AS WELL AS OFFICIAL RECORDS BOOK 4889, PAGE 1194 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA. THE BOUNDARIES SHOWN HEREON ARE BASED ON EXISTING MONUMENTATION.
  4. HORIZONTAL LOCATION IS BASED ON STATE PLANE COORDINATES, FLORIDA NORTH PROJECTION, NAD83 DATUM. PUBLISHED NGS CONTROL POINT: 14 1516.
  5. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
  6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR  
Jim Stidham and Associates, Inc.  
Florida Department of Environmental Protection  
SPECIFIC PURPOSE SURVEY FOR:  
Springhill Road/CR 2203  
Tallahassee, Leon County, Florida  
Associated with FMO III Closure for  
Inland Food Store # 386  
FDEP Facility ID # 37/8842170

**Meridian**  
SURVEYING and MAPPING INC.  
3201 Shamrock Street South, Suite #102  
Tallahassee, Florida 32309  
Office: (850) 688-7641 Fax: (850) 688-7648

I hereby certify that the survey was made in accordance with the provisions of Chapter 117 of the Florida Statutes, and that the survey was made by me or under my direct supervision and control.

MELOD C. SIMS  
FLORIDA LICENSED SURVEYOR # 2111  
LICENSE EXPIRES 09/30/2021

DATE	BY	SCALE	REVISIONS	JOB NO.
2021	J. STIDHAM	AS SHOWN	NO. 1	298601.03
DATE OF SURVEY	NO. OF SHEETS	SHEET NO.		
JUNE 27, 2021	1	1		
FILED BOOK	FILED IN	FILED IN		
11-11-20-903-000-0	11-11-20-903-000-0	11-11-20-903-000-0		
DATE OF SURVEY	DATE OF PLOTTING	DATE OF PLOTTING		
JUNE 27, 2021	JUNE 27, 2021	JUNE 27, 2021		

**Indemnification Agreement  
Exhibit B**

**EXHIBIT "A"**

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

BEGIN AT A D.O.T. RIGHT OF WAY MONUMENT, MARKING THE NORTH RIGHT OF WAY BOUNDARY OF SPRINGSAX ROAD WITH THE EASTERLY RIGHT OF WAY BOUNDARY OF SPRINGHILL ROAD, THEN RUN NORTH 21 DEGREES 24 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY 208.63 FEET, THEN RUN SOUTH 68 DEGREES 36 MINUTES 00 SECONDS EAST 117.72 FEET, THEN RUN SOUTH 01 DEGREES 12 MINUTES 20 SECONDS WEST 155.17 FEET TO THE SAID NORTH RIGHT OF WAY BOUNDARY OF SPRINGSAX ROAD, THENCE RUN NORTH 88 DEGREES 47 MINUTES 40 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY 182.50 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PROPERTY BEING LOCATED IN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**



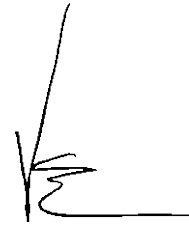
# Leon County Board of County Commissioners

## Agenda Item #8

March 9, 2021

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

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



**Title:** Status Report on Updates to the Temporary Cold Night Shelter Activation Process Codified in the Comprehensive Emergency Management Plan

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mathieu Cavell, Assistant to the County Administrator Kevin Peters, Director of Emergency Management Shington Lamy, Director of Human Services and Community Partnerships

**Statement of Issue:**

This item provides a status report on the County's temporary cold night shelter activation process.

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Approve the County's status report on updates to the temporary cold night shelter activation process codified in the Comprehensive Emergency Management Plan.

## Report and Discussion

### **Background:**

At its February 16 meeting, the Board directed staff to coordinate with community partners in codifying the temporary cold night shelter activation process, including the siting process used to assure community partners are providing safe and temporary accommodations. While the current process was already formalized within the County's Comprehensive Emergency Management Plan (CEMP), staff met with the Big Bend Continuum of Care to discuss further updates to the activation process due to lessons learned from the COVID-19 pandemic.

Consistent with Federal Emergency Management Agency (FEMA) planning guidance, Leon County's CEMP is an emergency management document that encompasses wide-ranging, ongoing activities addressing all four phases of emergency management: mitigation, preparedness, response, and recovery. The CEMP provides a strategic framework and process outline for responding to both natural and manmade disasters, including the actions to be taken by particular agencies during every phase of emergency response.

As discussed in more detail in the analysis and approved in coordination with BBCoC, the County has updated the CEMP to include new items including after-action meetings with participating agencies following cold seasons, outlining the role of public health officials in siting temporary cold night shelters, and establishing a planning committee for strategic recommendations throughout the year.

Established in 2010 and updated several times since, the current temporary cold night shelter process in the CEMP involves several key steps. Beginning before cold weather season begins, the County convenes all affiliated local, state and community partners to discuss anticipated resource needs, site capacity, site locations, and other relevant issues. The pre-season meeting establishes the process to be followed once activated as well as the temporary sites to be used, which have historically been faith-based partners.

Once cold season begins, to trigger the temporary cold night sheltering plan and therefore convene the partners to shelter, an apparent temperature of 35 degrees or colder for three consecutive hours prior to sunrise. At that time, the County coordinates a conference call with community partners. County Emergency Management's role in temporary cold night sheltering is to convene and coordinate participating agencies. The delivery of services, logistics, and other details are managed by community partners focused on addressing homelessness.

Below is a list of participants on the coordinating calls:

- Big Bend Continuum of Care (BBCoC)
- National Weather Service of Tallahassee
- Leon County Government (Emergency Management, libraries, etc.)
- City of Tallahassee (StarMetro, Tallahassee Fire, etc.)
- Florida Department of Health in Leon County (FDOH-Leon)

- Connecting Everyone with Second Chances (CESC)/The Kearney Center
- Big Bend Homeless Coalition/Hope Community
- Good Samaritan Thrift Store
- Jacob Chapel Baptist Church
- First Baptist Church
- Capital City Youth Services (CCYS)
- AlSCO Uniforms & Linen

On the coordinating call, National Weather Service provides an up-to-the-minute forecast for all participants. Following the forecast, FDOH-Leon makes a recommendation whether to operate temporary cold night shelters or not, and for how long. If activated, Emergency Management follows the CEMP and queries each community partner providing cold weather sheltering and asks if they have sufficient capacity to meet demand and need additional resources. Operational support primarily involves communication about the opening of shelters through County libraries and with media partners, as well as StarMetro transportation assistance to participating locations.

To participate as a temporary cold night shelter, a location must be inspected by a representative from the Tallahassee Fire Department to determine safety and maximum occupancy. Generally, site locations are reviewed prior to activation with the most frequent sites being Jacob Chapel Baptist Church and First Baptist Church, each with a capacity of about 100 in pre-coronavirus activation conditions.

After the Kearney Center opened in 2014, the demand for offsite temporary cold night shelters ceased. Kearney Center, in coordination with nearby Hope Community, was able to temporarily expand capacity when FDOH-Leon recommended cold night sheltering. However, during the coronavirus pandemic and in alignment with the Centers for Disease Control and Prevention (CDC) guidance, additional capacity was required to appropriately physically distance shelterees. While most Kearney Center clients were already distanced in hotel rooms, other shelter providers had to expand their capacity and modify their operations due to public health guidance.

### **Analysis:**

Throughout the winter of 2020-21, continuing operations and the coronavirus pandemic have revealed additional opportunities to update and improve the temporary cold night sheltering plan in the CEMP.

On Monday, February 22, the County met virtually with the BBCoC to discuss updates to the CEMP's temporary cold night sheltering plan section. Focused on developing and implementing strategies to help end homelessness, BBCoC is a membership planning and oversight body for the Big Bend region. As a result, BBCoC assumes a lead coordinating role in temporary cold night shelter activations and the BBCoC also provided valuable feedback on updating the CEMP on behalf of the participating agencies. An additional debrief meeting with all agencies will be conducted at the end of cold season and may lead to further updates.

Following the most recent meeting with BBCoC, the following amendments have been made to the temporary cold night sheltering process:

- **Conduct a kick-off meeting prior to cold season to review temperature thresholds and activation triggers with FDOH-Leon.** The threshold of 35 degrees for three continuous hours was established in 2010 and should be reassessed before beginning a cold season. The meeting will involve input from the temporary cold night sheltering committee as well as public health experts.
- **Establish a temporary cold night sheltering committee to provide strategic recommendations throughout the year.** The committee will be composed of key agencies and the community's major homelessness service providers, including BBCoC, County Emergency Management, Kearney Center, CCYS, Refuge House, Big Bend Homeless Coalition/Hope Community, City of Tallahassee, and FDOH-Leon. The committee will suggest process amendments based on national trends and best practices.
- **Conduct after-action meetings with participating agencies following cold seasons.** Historically, County Emergency Management conducts an after-action meeting at the end of each season, but the process was not codified in the CEMP. Therefore, to ensure the CEMP remains up-to-date, following every cold season the County and BBCoC will convene all agencies who assist in temporary cold night shelter activations and seek feedback on the process. Feedback will be included in the CEMP.
- **Involve health officials specializing in environmental health from FDOH-Leon in the site review process.** Since the coronavirus, it is now more important than ever for temporary cold night shelters to be reviewed for environmental health considerations such as physical distancing and adequate hygiene facilities. Going forward, any inspection of a site will involve both a Tallahassee Fire Department representative and a public health expert from FDOH-Leon. Sites shall comply with all fire code guidelines and public health standards.

As always, the CEMP remains a living document and will continue to be updated with the input from participating agencies and experience in the field, so that the County and community can be more resilient for the next cold season.

**Options:**

1. Accept the County's status report on updates to the temporary cold night shelter activation process codified in the Comprehensive Emergency Management Plan.
2. Do not accept the County's status report on updates to the temporary cold night shelter activation process codified in the Comprehensive Emergency Management Plan.
3. Board direction.

**Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

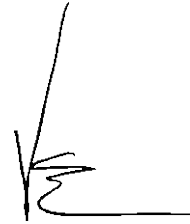
## Agenda Item #9

March 9, 2021

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

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

**Title:** Agreement for Acquisition and Full Compensation in the Eminent Domain Acquisition of Parcel 100, 4526 Maylor Road, for the Maylor Road Accessibility and Drainage Improvement Project



<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mitzi McGhin, Real Estate Specialist

### **Statement of Issue:**

This item requests Board acceptance of an Agreement for Acquisition and Full Compensation with William Carlos Martinez, owner of 4526 Maylor Road, for the eminent domain acquisition of a parcel needed for the construction of the Maylor Road Accessibility and Drainage Improvement Project to prevent future flooding.

### **Fiscal Impact:**

This item has a fiscal impact. The Maylor Road Stormwater Improvement Project was approved as part of the multi-year fiscal plan approved during the FY 2020 budget process. The proposed Agreement for Acquisition and Full Compensation amount is \$400,000 and funds are available in the project budget.

### **Recommendation:**

Option #1: Approve the Agreement for Acquisition and Full Compensation with William Carlos Martinez to acquire the property located at 4526 Maylor Road, in the amount of \$400,000, inclusive of all fees and cost, and authorize the County Administrator or designee to execute any and all documents necessary to effect the settlement of the eminent domain proceeding in a manner deemed legally sufficient by the County Attorney (Attachment #1).

Title: Agreement for Acquisition and Full Compensation in the Eminent Domain Acquisition of Parcel 100, 4526 Maylor Road, for the Maylor Road Accessibility and Drainage Improvement Project

March 9, 2021

Page 2

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## **Report and Discussion**

### **Background:**

This item seeks Board approval and acceptance of an Agreement for Acquisition and Full Compensation between Leon County Government and William Carlos Martinez in the eminent domain acquisition of Parcel 100, 4526 Maylor Road (Attachment #1). A portion of Maylor road traverses the bottom of a closed basin and is subject to chronic flooding making it impassable for extended periods of time. An engineering analysis shows that the acquisition of this parcel is necessary to implement the necessary stormwater improvements to prevent future flooding. Subject to Board approval, Mr. Martinez has agreed to the \$400,000 as payment for his property.

The proposed Maylor Road Accessibility and Drainage Improvement project is one of thirty transportation and stormwater capital improvements projects originally approved by the Board after Tropical Storm Fay in 2009, and recently funded as part of the multi-year funding plan adopted during the FY 2020 budget process.

Maylor Road crosses the bottom of a 431-acre closed basin located east of Dempsey Mayo Road between Mahan Drive and Miccosukee Road. The bottom of this basin floods Maylor Road for extended period during extreme rainfall events.

The primary objective of the project is to reduce the flood stage impacts on the roadway and driveway access to some properties within the area. A stormwater analysis of the basin showed that the acquisition of the entire Martinez parcel is needed to construct the necessary stormwater improvements to alleviate flooding on Maylor Road.

Pursuant to Article 5 of the Board's Real Estate Policy No. 16-5, the acquisition of any Real Estate that has been identified on a Right-of-Way Map as being necessary to implement a Capital Improvement Project may, without further Board action, proceed as an Acquisition Under Threat of Eminent Domain; provided, however, that such Acquisition must comply with the pre-suit negotiation requirements set forth in Section 73.015, Florida Statutes. Article 5 further authorizes the County Administrator, or authorized designee, to approve, execute, and accept any and all documents necessary to complete an Acquisition as long as the Full Compensation amount is within the scope of the approval authority provides in Article 5.

### **Analysis:**

Maylor Road and the surrounding residential properties currently experience extenuated flooding during large storm events since the project area is located at the bottom of Maylor Road Closed Basin. Maylor Road cannot be raised without providing floodplain compensation due to its location in a regulated closed basin. The Martinez parcel (4526 Maylor Road) has been identified for acquisition to provide the required compensating volume.

Pursuant to Chapter 127, Section 127.02, Florida Statutes, a county may exercise the power of eminent domain for a county purpose. Pursuant to Article 4 the Real Estate Policy, for any purchases or sale of Real Estate, the Real Estate Program staff must obtain an appraisal report

Title: Agreement for Acquisition and Full Compensation in the Eminent Domain Acquisition of Parcel 100, 4526 Maylor Road, for the Maylor Road Accessibility and Drainage Improvement Project

March 9, 2021

Page 3

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which will provide an estimate of the Fair Market Value of the Real Estate interest involved in the transaction.

Article 5 of the Real Estate Policy authorizes the County Administrator, or authorized designee, to initially offer to the owner an amount no greater than the County's estimate of Full Compensation, based on the County's appraisal, regardless of the amount. If accepted by the owner, the County Administrator is authorized to approve, execute, and accept all documents necessary to complete the Acquisition. If not accepted by the owner, Article 5 authorizes the County Administrator, or authorized designee, to reject any offer or counteroffer regardless of the amount. If, upon further negotiation, the County and the owner reach an agreed upon amount of Full Compensation, but the amount is beyond the County Administrator's scope of approval authority (\$250,000), Article 5 requires the matter to be presented to the Board for consideration.

Leon County obtained a certified appraisal on 4526 Maylor Road in the amount of \$360,000. The appraised value is based on the Fair Market Value of the property and structures. In accordance with the Real Estate Policy, staff met with and presented to Mr. Martinez a written offer of Full Compensation for the amount reflected in the appraisal (Attachment #2). After reviewing the appraisal Mr. and Mrs. Martinez responded with a written counteroffer of \$430,000.

The Real Estate Division and the County Attorney's Office reviewed the counteroffer and, in accordance with the Real Estate Policy, negotiated in good faith as part of the pre-suit negotiation process. Mr. Martinez was presented a counteroffer in the amount of \$400,000, eleven percent over the appraised value, which he and his wife accepted on January 22, 2021. If approved by the Board, all parties will execute the Agreement for Acquisition and Full Compensation and a closing will follow as soon as possible thereafter.

The settlement offer represents a substantial reduction of the County's potential exposure, including fees and costs for both sides, should the matter proceed to trial. Settlement at this stage of the proceedings also has the benefit of curtailing additional costs incurred by the County's own experts and outside legal counsel. These costs could increase substantially were this matter to proceed to trial, in which case multiple experts could be expected to be retained and total expert costs in the range of \$60,000-\$70,000 might ultimately be claimed, regardless of whether the jury verdict is favorable to the owner.

As previously indicated, the County and the owner have reached an agreement on the Full Compensation amount to be paid for the Acquisition, subject to approval by the Board in accordance with the Real Estate Policy. To ensure the project proceeds in a timely manner, it is recommended to approve the agreement.



Title: Agreement for Acquisition and Full Compensation in the Eminent Domain Acquisition of Parcel 100, 4526 Maylor Road, for the Maylor Road Accessibility and Drainage Improvement Project

March 9, 2021

Page 4

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**Options:**

1. Approve the Agreement for Acquisition and Full Compensation with William Carlos Martinez to acquire the property located at 4526 Maylor Road, in the amount of \$400,000, inclusive of all fees and cost, and authorize the County Administrator or designee to execute any and all documents necessary to effect the settlement of the eminent domain proceeding in a manner deemed legally sufficient by the County Attorney (Attachment #1).
2. Do not approve the Agreement for Acquisition and Full Compensation with William Carlos Martinez for Parcel 100, to acquire the property located at 4526 Maylor Road.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Agreement for Acquisition and Full Compensation
2. Statement of Offer Letter (without attachments)

**AGREEMENT FOR ACQUISITION AND FULL COMPENSATION**  
**Maylor Road Accessibility and Drainage Improvement Project**  
**Parcel 100**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of February 2021, by and between **WILLIAM CARLOS MARTINEZ**, joined by **JODI MARTINEZ**, his wife (party of the first part and hereinafter referred to collectively as the Owner) and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (party of the second part and hereinafter referred to as the County), for and in consideration of the mutual promises, covenants, and agreements contained herein, as follows:

1. The Owner and the County understand and agree as follows:
  - a. that, in order for the County to construct its Maylor Road Accessibility and Drainage Improvement Project (hereinafter the Drainage Project), it is necessary that the County acquire a fee simple interest in the entirety of Owner's property, comprising land and improvements, which property is legally described and depicted in the attached Exhibit 1 (hereinafter referred to as the Subject Property);
  - b. that the County is acquiring the Subject Property under the threat of condemnation pursuant to Chapters 73, 74, and 127, Florida Statutes;
  - c. that the amounts paid by the County to the Owner pursuant to this Agreement represent any and all full compensation to which the Owner is entitled by law for the County's acquisition of the Subject Property and construction of the Drainage Project including, but not limited to, full compensation for the interests in the land and improvements comprising the Subject Property, for any expenses incurred for moving or relocation, and for any and all attorney's fees and costs incurred by the Owner in reaching this Agreement; and
  - d. that this paragraph shall survive closing.
2. The Owner agrees to accept from the County as full compensation for the acquisition of the Subject Property, including attorney's fees and costs, the total sum of **FOUR HUNDRED THOUSAND and 00/100 DOLLARS (\$400,000.00)**. This total sum shall be paid by the County to the Owner and delivered in cash at closing to the Owner.
3. Conveyance of the Subject Property from the Owner to the County shall be by General Warranty Deed, which shall contain the statement that Grantor conveyed the property under the threat and in lieu of condemnation by Grantee.
4. The Owner shall provide to the County good and marketable title for the Subject Property, free and clear of liens or encumbrances which materially affect the value of the Subject Property, including, but not limited to, any delinquent taxes on the Subject Property for the years preceding this Agreement. If material liens or encumbrances are found, other than those consented to by the County, the Owner shall cure said defects no later than five (5) business days after being notified thereof, unless otherwise agreed upon by the County.

5. All closing costs including title insurance charges, closing fees, document preparation fees, documentary stamps, and recording fees, if required, shall be paid by the County. The Owner shall be responsible only for the payment of any commissions due to any realtors or real estate brokers for representation of the Owner.
6. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
7. Time is of the essence in this Agreement.

**WHEREOF**, the parties have set their hands the date above first written.

**WILLIAM CARLOS MARTINEZ**

By: 

Date: 2/17/2021

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_

Scott Ross  
Its Director, Office of Financial Stewardship

Date: \_\_\_\_\_

**JODI MARTINEZ**

By: Jodi Martinez

Date: 2/17/2021

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

By: 

Daniel J. Rigo, Assistant County Attorney

# Exhibit 1

## Legal Description and Depiction of Subject Parcel

### BOUNDARY SURVEY

FOR

### 4526 MAYLOR ROAD

### PARCEL NO. 100

**LEGAL DESCRIPTION**

*(as recorded in Official Records Book 4306, Page 683)*

FROM THE NORTHWEST CORNER OF HICKORY HILL FARMS, A SUBDIVISION APPEARING OF RECORD IN PLAT BOOK 3, PAGE 4, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, RUN SOUTH 67 DEGREES 19 MINUTES WEST 1,014.6 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 22 DEGREES 43 MINUTES WEST 180 FEET, THENCE RUN SOUTH 67 DEGREES 17 MINUTES WEST 609.8 FEET TO A POINT ON THE EASTERN BOUNDARY LINE OF A 60 FOOT RIGHT OF WAY OF A COUNTY ROAD, THENCE RUN SOUTH 22 DEGREES 33 MINUTES EAST ALONG SAID EASTERN BOUNDARY LINE OF SAID COUNTY ROAD 97 FEET TO THE POINT OF A CURVE CONCAVE TO THE NORTHEAST, THENCE RUN ALONG SAID CURVE WHOSE RADIUS IS 75 FEET AND WHOSE CENTRAL ANGLE IS 64 DEGREES 33 MINUTES A DISTANCE OF 84.5 FEET, THENCE RUN SOUTH 87 DEGREES 12 MINUTES EAST ALONG THE NORTHERN BOUNDARY LINE OF SAID COUNTY ROAD, A DISTANCE OF 695.47 FEET, THENCE RUN NORTH 22 DEGREES 47 MINUTES WEST 257.0 FEET TO THE POINT OF BEGINNING.

**SURVEYOR'S NOTES**

- BEARINGS ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983(2011), NORTH ZONE, FLORIDA STATE PLANE, AS BASED ON GPS OBSERVATIONS FROM FLORIDA PERMANENT REFERENCE NETWORK (FPRN) CONTROL POINTS:  
  

TALL	N 30°23'47.48351"	W 84°21'21.03559"	EL.HGT. -5.822m
PRRY	N 30°04'40.11917"	W 83°34'26.60940"	EL.HGT. -12.930m
GATV	N 30°50'00.87471"	W 83°58'57.53599"	EL.HGT. 59.900m
- BOUNDARY INFORMATION BASED ON FOUND MONUMENTATION. CALCULATED RIGHT-OF-WAY OF MAYLOR ROAD FROM MAYLOR LANE TO TAYLOR ROAD BASED ON FOUND MONUMENTATION.
- ALL DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE SHOWN.
- ONLY THOSE IMPROVEMENTS SHOWN HERE ON HAVE BEEN LOCATED AS A PART OF THIS SURVEY. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN FACT IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR LEON COUNTY AND INCORPORATED AREAS, COMMUNITY NUMBER 120143, PANEL NUMBER 0302 F, EFFECTIVE AUGUST 18, 2009. THE PARCEL IS AFFECTED BY FLOOD ZONE "A", AND ZONE "X".
- ACCORDING TO FEMA, FLOOD ZONE "A" INDICATES SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WHERE FEMA HAS NOT DETERMINED A BASE FLOOD ELEVATION. FLOOD ZONE "X" INDICATES AREAS OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN. FLOOD ZONES DEPICTED HEREON ARE APPROXIMATE.
- FIELD SURVEY DATE: 12/12/19-03/06/20 - FIELD BOOK 1265, PAGES 22-53, FIELD BOOK 1261 PAGES 18-24

**ABBREVIATIONS & SYMBOLS**

CONC.	= CONCRETE
CMP	= CORRUGATED METAL PIPE
CPP	= CORRUGATED PLASTIC PIPE
	= ELECTRIC METER
	= FAUCET
	= FOUND IRON PIPE
	= GUY ANCHOR
ID	= IDENTIFICATION
LB#	= LICENSED BUSINESS NUMBER
LS#	= LICENSED SURVEYOR
	= MAILBOX
NO.	= NUMBER
PID	= PARCEL IDENTIFICATION NUMBER
	= POWER POLE
R/W	= RIGHT-OF-WAY
RCP	= REINFORCED CONCRETE PIPE
	= SINGLE SUPPORT SIGN
SEW	= STRAIGHT END WALL
	= TELEPHONE PEDESTAL
	= UTILITY POLE
	= RIGHT-OF-WAY LINES
	= BOUNDARY LINES
	= WIRE FENCE
	= WOOD FENCE
	= OVERHEAD UTILITY WIRES

**SHEET 1 of 2**

2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
LB#7908 PH: 850-385-1179 FAX: 850-385-1404  
WWW.SAMINC.BIZ

SCALE:	NONE	PROJECT NO.:	1020052068
FIELD BOOK	1261 & 1265	SURVEY DATE:	03/06/2020
CAD NO.:	52058-P100	ISSUE DATE:	10/21/2020
DRAWN BY:	JSD	REVISION:	
CHECKED BY:	AAB	REVISION:	

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 (5), PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Digitally signed by Chad Thurner  
DN: c=US,  
E=chad.thurner@sam.biz, O=SAM  
Surveying and Mapping, LLC,  
OU=Tallahassee Office, CN=Chad  
Thurner  
Date: 2020.10.22.11.15.31-0400

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483.

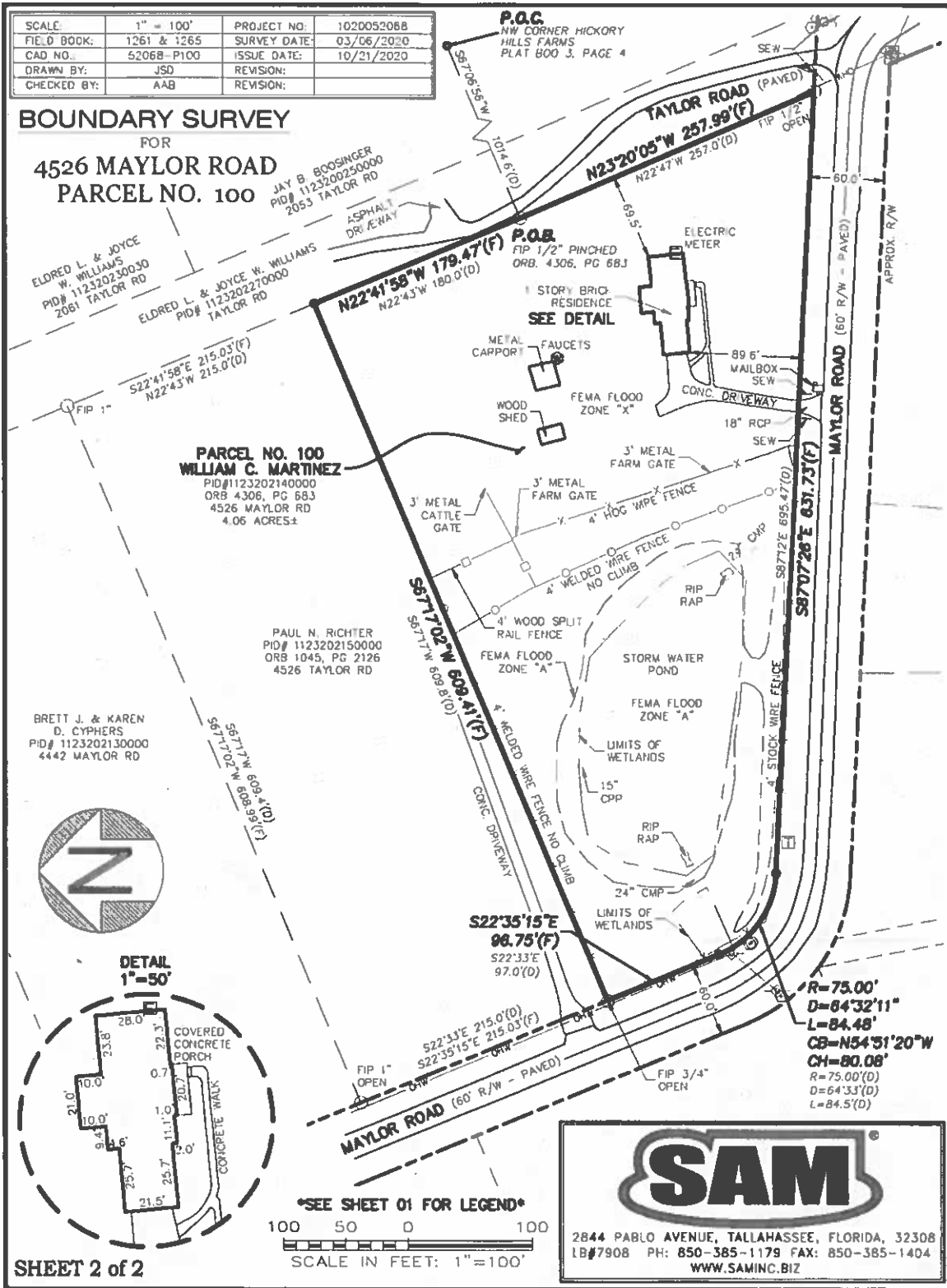


Exhibit 1  
Page | 2



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-3300 www.leoncountyfl.gov

Office of Financial Stewardship  
Real Estate Management  
301 S. Monroe Street, Room 202  
Tallahassee, Florida 32301  
(850) 606-5100

### Commissioners

RICK MINOR  
District 3  
Chairman

BILL PROCTOR  
District 1  
Vice Chairman

JIMBO JACKSON  
District 2

BRIAN WELCH  
District 4

KRISTIN DOZIER  
District 5

CAROLYN D. CUMMINGS  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

CHASITY H. O'STEEN  
County Attorney

### STATEMENT OF OFFER

December 23, 2020

William Carlos Martinez  
4526 Maylor Road  
Tallahassee, FL 32308

RE: Maylor Road Accessibility and Drainage Improvement Project  
4526 Maylor Road; Tax ID 1123202140000; Parcel 100

Dear Mr. Martinez:

This Statement of Offer letter is a follow up to the Letter of Notification to Fee Owner dated November 24, 2020 in which you were informed of the County's need to acquire additional property to construct its Maylor Road Accessibility and Drainage Improvement Project (the "Drainage Project"). You may recall the primary objective of the Drainage Project is to reduce the flood stage impacts on the roadway and driveway access to some properties within the area, as shown in Attachment 1.

The Drainage Project will necessitate the County's acquisition of the entire residential parcel located at 4526 Maylor Road, identified by the Leon County Property Appraiser as Parcel ID: 112320214000, and as shown in Attachment 2 (the "Subject Property"). The entire fee simple interest in the Subject Property, identified for the Drainage Project as **Parcel 100**, will be needed for the construction of a stormwater management facility as a component of the Drainage Project. Our title research shows that you are the fee owner of the Subject Property.

The Subject Property will be acquired by the County under its power of eminent domain, if necessary, and, therefore, we are required by law to notify you of certain information regarding the eminent domain process. For your convenience, we have provided the required notification as Attachment 3 to this letter entitled Notification Requirements in Presuit Negotiation for Eminent Domain Acquisitions.

In exchange for conveying the Subject Property to the County, the County will pay you full compensation as provided for by law. The County's offer of full compensation must not be less than the fair market value reflected in an appraisal of the property being acquired.

William Carlos Martinez  
December 23, 2020  
Page 2 of 2

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Based on the approved appraisal, the County's offer for the acquisition of the Subject Property, comprising land and any improvements, is **THREE HUNDRED SIXTY THOUSAND and 00/100 DOLLARS (\$360,000.00)** (the "Statement of Offer")

This Statement of Offer is not a contract. If you wish to accept this offer, please do so by signing the enclosed Agreement for Acquisition and Full Compensation, the entirety of which is hereby incorporated as a part of this offer. If, however, you wish to reject this offer and we are unable to reach an agreement for the acquisition, the County will be forced to proceed with an eminent domain lawsuit seeking interest title to the Subject Property through a Court Order. You can be assured, however, that the Court will not transfer the interest in the Subject Property to the County until the County has deposited in the registry of the Court a good faith estimate of full compensation for the property interest to be acquired. Depending on the amount of mortgages, liens, and any other encumbrances against the Subject Property, you may be entitled to all or a portion of the good faith estimate of full compensation as determined by the Court. We will not file an eminent domain lawsuit until at least thirty (30) days after your receipt of this Statement of Offer (or thirty (30) days after this offer has been returned as undeliverable by the postal authorities).

Any additional information you may require can be obtained through Leon County Real Estate, Mitzi McGhin, Real Estate Specialist, at (850) 606-5142. It is our hope that we can make this Drainage Project yet another example of the partnership and cooperation between the County and property owners in making significant improvements for your neighborhood.

Sincerely,



Scott Ross  
Director, Office of Financial Stewardship

Attachments:

1. Drainage Project Area Map
2. Subject Property Map
3. Notification Requirements in Presuit Negotiation for Eminent Domain Acquisitions and §§73.015, 73.091 and 73.092, Florida Statutes

Enclosures:

Agreement for Acquisition and Full Compensation  
Diskin Property Research Appraisal Report

\_\_\_\_\_  
Delivered by: \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print name)

\_\_\_\_\_  
date delivered

\_\_\_\_\_  
Receipt of Offer Acknowledged by \_\_\_\_\_ (sign)

\_\_\_\_\_  
date acknowledged

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**



# Leon County Board of County Commissioners

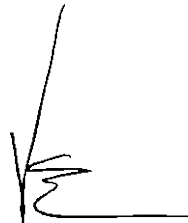
## Agenda Item #10

March 9, 2021

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

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

**Title:** Florida Department of Environmental Protection Waste Tire Amnesty Event Grant



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Public Works Director Andrew Riley, Director of Operations
<b>Lead Staff/ Project Team:</b>	Glen Pourciau, Stormwater Superintendent

### **Statement of Issue:**

This item seeks Board acceptance of additional grant funds for the Florida Department of Environmental Protection Waste Tire Amnesty Events and approval of a Resolution and associated Budget Amendment Request realizing the \$15,000 into the FY 2021 budget. The grant will support the transportation and processing costs for waste tires collected during the amnesty event. If approved, the Waste Tire Amnesty Event which started October 1, 2020 will continue until June 1, 2021.

### **Fiscal Impact:**

This item has a fiscal impact. The additional grant funds in the amount of \$15,000 is a reimbursable grant. The Florida Department of Environmental Protection would reimburse Leon County up to \$15,000 for costs related to the transportation and processing/disposal costs for tires collected during the Waste Tire Amnesty Events. There is no County funded match requirement for this grant; however, the County is responsible for staffing and promoting the event. Funds are available in the Mosquito Control budget to cover these costs.

### **Staff Recommendations:**

- Option #1: Accept the Florida Department of Environmental Protection Waste Tire Amnesty Events grant in the amount of \$15,000 and authorize the County Administrator to execute any associated grant documents, subject to legal review by the County Attorney.
- Option #2: Approve the Resolution and associated Budget Amendment Request realizing the \$15,000 into the FY 2021 budget (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board acceptance of additional grant funds for the Florida Department of Environmental Protection (FDEP) Waste Tire Amnesty Events (Amnesty Events) and approval of a Resolution and associated Budget Amendment Request realizing the \$15,000 into the FY 2021 budget (Attachment #1).

The County was awarded this grant in 2019 and received a reimbursement of \$5,925 for successfully processing and disposing of over 1,600 tires during the 2019 amnesty events. In a continued partnership with the FDEP, a grant was again identified for potential funding from the State of Florida to remove waste tires from Leon County through a 2020 amnesty program. The Board accepted this grant in the amount of \$25,000 at the March 10, 2020 meeting.

The 2020 Waste Tire Amnesty program began on October 1, 2020 with an expectation of the event running through May 28, 2021; however, due to the popularity of the event and the overwhelming participation by citizens, the entire \$25,000 was expended before the end of January 2021. The County processed and disposed of an estimated 16,110 tires during the first phase of the 2020 amnesty event. Since the entire grant had been expended, on January 29, 2021, staff was contacted by FDEP to determine interest in receiving an additional \$15,000 to continue the event through June 1, 2021 (Attachment #2).

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices and satisfactory compliance with grant closeouts, as well as on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner. Because of this accountability, agencies often contact Leon County when grant funds become available.

In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities and OMB routinely monitors the federal Grants.gov portal for grant opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The total County grant leverage ratio is \$8.64 to \$1; excluding the significant septic to sewer related grants which require a one-to-one dollar match, the leveraging ratio would be \$39.75 to \$1.

### **Analysis:**

This additional funding will allow the County to advertise a "relaunch" of the amnesty event starting March 10, 2021. FDEP will reimburse Leon County up to an additional \$15,000 for processing and disposal costs for tires collected during the amnesty events. The County will work directly with its contractor, Quality Tire Recycling, Inc., to handle the transportation and processing/disposal of the tires collected during the Amnesty Events. Leon County will pay the contractor for the delivery and pickup of the container used to store the tires, plus a charge of \$130

per ton for waste tires collected. The County will then submit an invoice to the State requesting reimbursement for the costs paid to the contractor.

This grant has no County funded match requirement; however, the County will be responsible for staffing and promoting the Amnesty Events. Advertising for the Amnesty Events will be handled by the Community and Media Relations Department and any associated costs can be covered in the existing Mosquito Control budget.

During the Amnesty Events, the County will accept a maximum of 25 tires per resident. Tires from commercial businesses are not eligible for this grant and will not be accepted. Upon acceptance of the grant, staff will continue the Amnesty Events until June 1, 2021.

**Options:**

1. Accept the Florida Department of Environmental Protection Waste Tire Amnesty Events grant in the amount of \$15,000 and authorize the County Administrator to execute any associated grant documents, subject to legal review by the County Attorney.
2. Approve the Resolution and associated Budget Amendment Request realizing the \$15,000 into the FY 2021 budget (Attachment #1).
3. Do not accept the Florida Department of Environmental Protection Waste Tire Amnesty Events additional grant funding in the amount of \$15,000.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Resolution and associated Budget Amendment Request
2. Grant Award Notification

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2020/2021; and,

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

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

Adopted this 9<sup>th</sup> day of March, 2021.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Rick Minor, Chairman  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, Clerk of the Court &  
Comptroller, Leon County, Florida

By: \_\_\_\_\_

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

By: \_\_\_\_\_

## FISCAL YEAR 2020/2021 BUDGET AMENDMENT REQUEST

No: BAB21013  
Date: 2/11/2021

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/9/2021

County Administrator  
  
\_\_\_\_\_  
Vincent S. Long

Deputy County Administrator  
  
\_\_\_\_\_  
Alan Rosenzweig

### Request Detail

#### Revenues

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
125	922046	334324	000	Waste Tire Grant FY21 - DEP	-	15,000	15,000
<b>Subtotal:</b>						15,000	

#### Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
125	922046	53400	534	Other Contractual Services	-	15,000	15,000
<b>Subtotal:</b>						15,000	

### Purpose of Request

This budget amendment appropriates \$15,000 as a reimbursable grant with no match requirement from the Florida Department of Environmental Protection. Funds will be used for costs related to the transportation and processing/disposal costs up to \$15,000 for waste tires collected during the County's Waste Tire Amnesty events.

Division/Department  
2604/26

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:      Resolution       Motion       Administrator



**JIMMY PATRONIS**  
FLORIDA'S CHIEF FINANCIAL OFFICER

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## Purchase Order Information

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### Summary

**Agency Name:** DEPARTMENT OF ENVIRONMENTAL PROTECTION      **Purchase Order Number:** B7C4BE

**Purchase Order Title:** DEP 3745 DWM Leon Co Waste Tire Amnesty Events FY 20/21      **Vendor Name:** BOARD OF COUNTY COMMISSIONERS L

**Total Purchase Order Amount:** \$40,000.00      **Total Budgetary Amount:** \$40,000.00

**Total Payment To Date:** \$22,446.40      **Order Date:** 02/04/2021

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MORE	LINE ITEM NUMBER	COMMODITY TYPE	STATE TERM CONTRACT ID	AGENCY SOLICITATION NUMBER	QUANTITY	UNIT PRICE	TOTAL UNIT PRICE
<input checked="" type="checkbox"/>	1	Tire collection and disposal			0.0000	\$1.0000	\$0.00
Leon County Amnesty Event: Oct.1st-Nov. 20th. (Mon.thur Fri) Time 8:00 AM-5:00 PMCollection Location:7550 Aplaachee Pkwy in Tallahassee Florida 32309. Florida DEP will reimburse Leon County for tire...							
<input checked="" type="checkbox"/>	2	Tire collection and disposal			25000.0000	\$1.0000	\$25,000.00
Leon County Amnesty Event: Date Oct. 1st.-June 1st. 2021 (Mon.-Fri) Time 8:00AM-5:00 PMCollection Location:7550 Apalachee Pkwy in Tallahassee Florida 32309. Florida DEP will reimburse Leon County fo...							
<input type="checkbox"/>	3	Tire collection and disposal			15000.0000	\$1.0000	\$15,000.00
Leon County Amnesty Event: Date Oct. 1st.-June 1st. 2021 (Mon.-Fri) Time 8:00AM-5:00 PMCollection Location:7550 Apalachee Pkwy in Tallahassee Florida 32309. Florida DEP will reimburse Leon County f...							
<p><b>Line Item Description:</b> Leon County Amnesty Event: Date Oct. 1st.-June 1st. 2021 (Mon.-Fri) Time 8:00AM-5:00 PMCollection Location:7550 Apalachee Pkwy in Tallahassee Florida 32309. Florida DEP will reimburse Leon County for tire transportation and processing/disposal costs up to \$15000.00 Leon County has contracted with Quality Tire Recycling to drop off and pick up containers at the collection location. Quality Tire Recycling and/or subcontractor will transport full containers to their processing facility located at 465 Mallet Street in Jackson Georgia for processing/disposal. Florida DEP will reimburse Leon County upon receipt of an itemized invoice. Florida DEP requires proof of transportation and processing/disposal to include weigh tickets. Weigh tickets will need to be emailed to Hope.Thigpen at hope.thigpen@dep.state.fl.us. County assumes responsibility for any additional costs incurred. Partial payments accepted. NOT TO EXCEED PO AMOUNT.</p> <p><b>Method of Procurement:</b> Exempt, Services or Commodities provided by Governmental Agencies [s. 287. 057 (3) (f) 12, &amp; s.287.057 (22), FS]</p> <p><b>Line Split Details:</b></p> <p><b>Split Accounting Line Number:</b> 1</p> <p><b>FLAIR Contract ID:</b></p> <p><b>Org. Code and Description:</b> 37450104000 - FINANCIAL MANAGEMENT AND PROCUREMENT</p> <p><b>Object Code and Description:</b> 131545 - ENGINEERING SERVICES - ENVIRONMENTAL</p> <p><b>Account Code:</b> 37-20-2-644001-37450300-00-086000-19</p> <p><b>Split Amount:</b> \$15,000.00</p>							
							Displaying 1 to 3 of 3

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

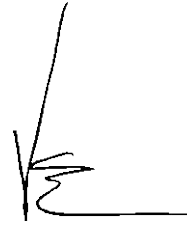
## Agenda Item #11

March 9, 2021

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

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

**Title:** Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase I



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Director Charles Wu, P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Joseph D. Coleman, P.S.M., County Surveyor Kimberly Wood, P.E., Chief of Engineering Coordination

### **Statement of Issue:**

This item seeks Board acceptance of the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase I, in accordance with Leon County land development regulations.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase I (Attachment #1).



## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations for the recording of plats in the Public Records prior to infrastructure being completed, this item seeks Board acceptance of a Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase I. Fletcher Oaks Subdivision Phase I is located in Section 24; Township 1 North; Range 1 East, on the east side of Pedrick Road approximately 0.5 miles north of the Buck Lake and Pedrick Roads intersection. The development consists of 8.72 acres containing 33 residential lots.

Fletcher Oaks Subdivision Phase I was approved by the Development Review Committee as a Type "B" site and development plan on November 1, 2019. On April 14, 2020, the Board approved the plat of the Fletcher Oaks Subdivision Phase I for recording in the public records prior to infrastructure being completed and accepted a Performance Agreement and Surety Device to guarantee completion of the infrastructure. This Performance Agreement will terminate on April 14, 2021. The developer is requesting a one-year extension of the Performance Agreement to complete the required infrastructure.

### **Analysis:**

The developer is requesting the County accept the one-year extension of the Performance Agreement and Surety Device in the amount of \$270,624. The requested extension will allow the developer to complete additional buildings prior to installing the final lift of asphalt and repairing any damaged sidewalks or curbing. Public Works' Division of Engineering has inspected the site and reviewed the construction estimates for completion of the remaining infrastructure and concurs with the estimated amount (Attachment #2).

As allowed by Section 10-7.612 of the Land Development Code, the Director of Public Works will affect the release of the existing Agreement and Surety Device upon the acceptance of the Second Performance Agreement and Surety Device.

### **Options:**

1. Accept the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase I (Attachment #1).
2. Do not accept the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase I.
3. Board direction

### **Recommendation:**

Option #1

### **Attachments:**

1. Fletcher Oaks Subdivision Phase I Second Performance Agreement and Surety Device
2. County Engineer Memorandum of Recommendation

## SECOND PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between **AZALEA LAND GROUP, LLC.**, a Florida corporation, whose mailing address is **4708 Capital Circle NW, Tallahassee, Leon, FL 32303** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.

WHEREAS, on April 14, 2020, the Developer presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Fletcher Oaks Subdivision Phase I** which map or plat, recorded at the Leon County Official Plat Book 23, Page 70, is hereby referred to and made a part hereof by reference, and,

WHEREAS, the Developer entered an initial Performance Agreement with the County and said initial Performance Agreement is set to expire before the required work is complete, and,

WHEREAS, the Developer has requested an extension to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater management and conveyance systems, all monumentation, installation of landscaping, and all other improvements in said subdivision in accordance with plans and specifications approved by the County, and,

WHEREAS, as a condition of the extension of time to construct the above stated improvements, the County required that the Developer enter into an agreement to construct and install the above stated improvements in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$270,624.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater management and conveyance systems, all monumentation, installation of landscaping, and all other improvements in **Fletcher Oaks Subdivision Phase I** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$270,624.00 with surety thereon approved by the County.

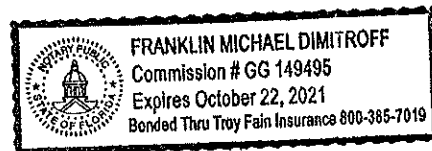
IN WITNESS WHEREOF, AZALEA LAND GROUP, LLC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)  
Michael Hearn (signature)  
Michael Hearn (typed or printed name)  
Franklin Michael Dimitroff (signature)  
Franklin Michael Dimitroff (typed or printed name)

DEVELOPER:  
**AZALEA LAND GROUP, LLC.**  
By: [Signature] (seal)  
As its: Manager

Date: February 9<sup>th</sup> 2021

STATE OF Florida  
COUNTY OF Leon



The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization, this 9<sup>th</sup> day of February, 2021, by JASON GHAZUEVA, as MANAGER (Title of Officer or Agent), of Azalea Land Group, LLC, who (X) is personally known to me; ( ) produced a current driver's license as identification; or ( ) produced N/A as identification.

[Signature]  
Notary Public

[Notarial Seal]

Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expiration: \_\_\_\_\_

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Vincent S. Long, County Administrator

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, Clerk of the Court &  
Comptroller, Leon County, Florida

By: \_\_\_\_\_



**GREAT AMERICAN INSURANCE COMPANY**

An Ohio Corporation with Administrative Office at 301 E. 4th Street, Cincinnati, Ohio 45202

Certificate Continuing In Force Bond No. 3036727

Name of Principal: Azalea Land Group, LLC

Name of Obligee: Board of County Commissioners of Leon County, FL

Amount of Bond: \$ 270,624.00

The **Great American Insurance Company** in consideration of the premium, does hereby continue in force the above described bond from the 14th day of April, 2021, to the 14th day of April, 2022, standard time at the obligee's address, but this certificate shall not be binding upon the said Company until countersigned by a duly authorized representative of the said Company.

This certificate is issued upon the condition that the liability of the **Great American Insurance Company** shall under no circumstances be cumulative in amounts from year to year, regardless of the number of years said bond be continued in force and the number of premiums that may be paid or payable.

Dated **February 8, 2021**

**GREAT AMERICAN INSURANCE COMPANY**

By: *Van A. Madsen*  
Van A. Madsen *Attorney-in-Fact*



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than SEVEN

No. 0 20577

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
VAN A. MADSEN	RICHARD K. PRESSLEY	ALL
WILLIAM A. MESSER	TALLAHASSEE, FLORIDA	\$100,000,000
ROBERT K. BACON		
ROBERT J. NYLEN		
PHILLIP E. BACON		
JOHN R. NYLEN, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of JANUARY, 2018

Attest  


  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY  
  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 25th day of JANUARY, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 06-18-2020



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of February, 2021



  
Assistant Secretary



# Leon County Government

## INTEROFFICE MEMO

**DATE:** February 9, 2021

**TO:** Brent Pell, P.E., Director of Public Works

**FROM:** Charles Wu, P.E., Director of Engineering Services *CW*

**SUBJECT:** Fletcher Oaks Subdivision Phase I Second Performance Agreement and Surety Device

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I have reviewed the stage of completion of the infrastructure in the Fletcher Oaks Subdivision Phase I. It is my recommendation that the existing Performance Agreement and Surety Device be released and the infrastructure yet to be completed be guaranteed by the new Performance Agreement and new or amended Surety Device in the amount of \$270,624.00.

Cc: Emily Pepin., Assistant County Attorney

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**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**



# Leon County Board of County Commissioners

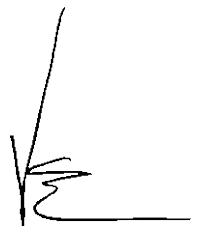
## Agenda Item #12

March 9, 2021

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

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

**Title:** Memorandum of Understanding with the Tallahassee Mountain Bike Association for Maintenance of Trails



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resources Stewardship
<b>Lead Staff/ Project Team:</b>	Leigh Davis, Director, Parks and Recreation

### **Statement of Issue:**

This item seeks Board approval of a Memorandum of Understanding with the Tallahassee Mountain Bike Association, to assist with the inspection and maintenance of single-track trails within the County's trail system.

### **Fiscal Impact:**

This item has a fiscal impact. The agreement provides cost avoidance by using periodic volunteer labor to assist with trail inspection and maintenance of single-track trails that is not currently funded in the budget.

### **Staff Recommendation:**

Option #1: Approve the Memorandum of Understanding with the Tallahassee Mountain Bike Association for the maintenance of trails (Attachment #1), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

This item seeks approval of a Memorandum of Understanding (MOU) for the assistance with inspection and maintenance of single-track trails within Leon County's trail system (Attachment #1). Leon County Parks and Recreation maintains approximately 40 miles of trails within its Greenway system. A majority of the trails are within the J. R. Alford Greenway (21 miles) and Miccosukee Greenway (14 miles). An opportunity has been identified to partner with the Tallahassee Mountain Bike Association (TMBA) for assistance with a portion of these trails, providing for community service hours and training for the club and additional human resources for the County. The mutually beneficial MOU is the first of its kind for Parks and Recreation and serves to compliment the work of Leon County staff. A similar partnership exists between the TMBA and the City of Tallahassee. The agreement provides for expanded partnerships with user groups and a mechanism for utilizing volunteer labor.

Greenway properties have Land Management Plans which enumerate management requirements, goals, and objectives for habitat and recreational uses. The J. R. Alford Greenway plan specified the need to conduct a trail assessment to determine the best use and layout of existing and potential new trails. This assessment was completed in 2018 with involvement of multiple user groups, including the TMBA. The trail assessment included a recommendation to diversify the type of trails to include "single-track" trails, providing for an alternative trail experience from the historically maintained double-track trails. Prior to the 2018 trail assessment, all miles of trail were wider 10-12 feet double-track trails. These wider trails accommodate a variety of user groups including hikers, bikers, and equestrians. Due to the large width, the maintenance of these trails is predominately done with heavy equipment contrary to maintaining single-track trails with hand tools and smaller mower.

In 2020, responding to user interests and the recommendation within the trail assessment, the County constructed its first single-track trails at J. R. Alford Greenway. Single-track trails can be created to target a single user group or multi-use and are only 4-6 feet wide. They provide a more primitive trail experience and are particularly popular with mountain bikers. Maintenance of these types of trails, however, is more labor intensive and the traditional large equipment cannot be utilized. The proposed MOU with TMBA offers a unique approach to partnership that yields benefit to both the trail users and the County.

### **Analysis:**

In recent years, Tallahassee-Leon County has become increasingly popular as a trail destination earning the name "Trailahassee" among outdoor enthusiasts. Additionally, the County's strategic plan includes a target to construct 30 miles of sidewalks, greenways, and trails within 5 years. As of July 2020, the County had achieved 88% of the goal with a portion of that being comprised of the 5 new miles of single-track trails at Alford Greenway.

The TMBA is an active community organization with approximately 250 members. The club has been an integral part of supporting and advancing trail initiatives in Leon County, in particular the

Title: Memorandum of Understanding with the Tallahassee Mountain Bike Association for Maintenance of Trails

March 9, 2021

Page 3

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new trails at Alford Greenway, which have received positive feedback and high usage from the biking community. Working with TMBA leadership, County staff identified an opportunity for members of the organization to assist with the inspection and maintenance of the new trails providing additional resources for Greenway staff. Furthermore, the MOU meets the organization's desire to participate in the upkeep of trails ensuring a quality biking experience.

The proposed MOU provides mutual benefit by complimenting the efforts of County staff in trail inspection and maintenance to ensure public access and the availability of quality recreational facilities. The MOU allows the TMBA to organize volunteer works days to jointly pursue projects deemed necessary by the County and of interest to its members. Pursuant to the MOU, the TMBA is fully responsible for the selection and oversight of volunteers and will secure and maintain a comprehensive general liability insurance policy. The policy will also name Leon County, Florida as an additional insured.

Maintenance tasks authorized for volunteers within the context of this MOU include visual trail inspection, pruning and overhead branch removal, weed eating, trail clearing through blowing, trash pickup and trail and drainage maintenance with hand-tools such as shovels.

Staff recommends the approval of this MOU and anticipates the potential of additional similar agreements with other recreational associations and clubs. Such agreements strengthen the partnerships with user groups and provide benefits to the County, club members, and the general public.

**Options:**

1. Approve the Memorandum of Understanding with the Tallahassee Mountain Bike Association for the maintenance of trails (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Memorandum of Understanding with the Tallahassee Mountain Bike Association for the maintenance of trails.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Proposed Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Tallahassee Mountain Bike Association, Inc. (TMBA)  
AND  
Leon County, Florida

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into, by and between the Tallahassee Mountain Bike Association, Inc., a Florida not for profit corporation, (hereinafter referred to as “TMBA”), and Leon County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as “County”).

RECITALS

WHEREAS, County manages and operates the Greenway properties and trails for the purpose of providing recreational opportunities for the citizens of and visitors to Leon County; and

WHEREAS, the existing trail system consisting of approximately 36 miles of multi-use (double track) trail and 5 miles of shared-use single track trail is expected to attract thousands of users and visitors annually; and

WHEREAS, mountain bike tourism is an environmentally friendly, non-polluting and low impact form of recreation; and

WHEREAS, an increase in visitors to the Greenways is in the economic interest of the County and will promote the health and welfare of the citizens of the County by providing additional recreational opportunities; and

WHEREAS, the existing Greenway trail system could attract even more visitors to the area if it can be kept within environmentally sustainable standards and well maintained as was designed to meet the needs and interests of riders from beginner to intermediate skill levels.

WHEREAS, the County and TMBA agree the purpose of this MOU is to continue to develop and expand a framework of cooperation between TMBA and the County to maintain the trail system and develop mutually beneficial programs and bicycling activities at trail facilities such as J. R. Alford Greenway, Miccosukee Greenway, Apalachee Regional Park, etc., and that such programs and activities comprise part of the County's multiple-use/shared-use mission and will serve the public.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the sufficiency of which is being acknowledged, the County and TMBA hereby agrees as follows:

A. Statement of Mutual Benefit and Interests

County benefits include an active partnership with TMBA to maintain designated multi-use, single track trails as well as serve local citizens through additional programming of such trails.

The benefits for TMBA through this cooperative effort are provided through the maintenance of the trails and public service to all trail users. The mutual benefit for both parties is to provide a public service to maintain and program designated trails throughout the park.

This MOU in no way restricts the County or the TMBA from participating in similar activities with other public or private agencies, organizations, and individuals.

B. Term

The Term of this MOU shall commence upon full execution hereof, as of the date the last party's signature is affixed and shall continue for a period of 2 years. This MOU shall automatically renew annually following the initial 2-year period unless one of the parties gives thirty (30) day written notice of cancellation.

C. County Obligations

1. Work with TMBA to identify opportunities (trail projects, education and assistance) and jointly pursue such projects with the mountain bike community as resources allow.
2. Make park lands available for mountain biking and related activities, subject to applicable County ordinance, rules and regulations, park policy, and management direction.
3. Provide to the public the appropriate rules and regulations pertaining to mountain biking on park lands and signage as such.
4. Coordinate all trail maintenance and construction activities providing the proper specifications and clearances.
5. Provide, as available and as management allows, tools for maintenance needs.
6. Approve all publication or printed materials intended for public distribution regarding mountain biking on County park lands.

7. As requested by TMBA and as approved, coordinate any special uses or administrative activities within designated trail corridors prior to the date of the activity.
8. Provide property insurance on the premises.
9. Review this MOU with TMBA annually and modify as necessary on the County's fiscal year schedule.
10. Review and approve an annual schedule of programs and activities to be hosted by TMBA and modify as necessary.
11. Complete specific maintenance tasks as stated in Exhibit A, County maintenance schedule.

D. TMBA Obligations

1. TMBA agrees to provide all services without compensation.
2. Work with the County to identify appropriate partnership opportunities (trail projects and education programs) and jointly pursue such projects in conjunction with the mountain biking community and County, as approved.
3. Provide technical assistance to County as property owner and land manager.
4. Provide training and instruction to members regarding trail etiquette.
5. Obtain the County's written approval, which may be withheld in the County's sole discretion, prior to implementation of any planned maintenance activity, desired new construction, and/or educational publication or distribution of any printed material regarding mountain bikes on County lands. The request or schedule must be submitted for approval to the County at least 5 days prior to work or printing of materials to distribute, or as soon as reasonably can be provided.
6. Obtain the County's written approval, which may be withheld in the County's sole discretion, prior to maintenance work. The request or schedule must be submitted for approval to the County at least 5 days prior to work or printing of materials to distribute, or as soon as reasonably can be provided.
7. Maintain a means by which a volunteer can call upon emergency care, when and if needed while performing labor as contemplated in this MOU.
8. Ensure that each volunteer has adequate and appropriate personal protective equipment; including gloves, eyewear and such other gear and equipment as may be appropriate under the circumstances.
9. Maintain as appropriate, certifications for first aid, CPR, and provide adequate training to its volunteers on safe use of equipment and trail maintenance.
10. Encourage safe and courteous trail use and responsible bicycling.
11. Maintain appropriate insurance coverage for their activities, programs, events, volunteers and members as contemplated in this MOU.

12. Members and volunteers will not attempt to enforce any local, state, or federal laws while on County park lands. All enforcement and follow-up action will be made by local or state law enforcement officials.
13. Review this MOU with the County no less than annually and modify as necessary.
14. Provide additional maintenance service and repairs as outlined and agreed upon by acceptance of this document, see Exhibit B.

E. Volunteers

1. TMBA does hereby agree and accept full responsibility for the selection of its volunteers to perform under this MOU and further agrees that every volunteer performing under this MOU is physically able to perform labor as contemplated herein.
2. For each volunteer, it will be TMBA's responsibility to obtain a volunteer service agreement, waiver/release, and parent/guardian authorization for its volunteers under 18 years of age, each in a form acceptable to the County in its sole discretion.
3. Both parties agree that no volunteer or participant will at any time be considered an employee of the County and will not be paid from County funds nor will receive any kind of personal or private gratuity for work accomplished or services rendered under this MOU.
4. TMBA shall not select any volunteer who is also a paid employee of the County unless the volunteer service is distinctly different from their ordinary work activities and the County's provides prior written consent in its sole discretion.
5. The County shall have the right to restrict the number of volunteers engaged by TMBA to perform the services contemplated by this MOU.

F. Termination

Either Party may terminate the MOU, with or without cause, at any time before the date of expiration. Thirty (30) days advance written notice ("notice period") shall be delivered as prescribed in Section K. of this MOU. All scheduled events and/or maintenance obligations during the notice period must be completed as scheduled. No new events and/or maintenance obligations will be scheduled during the notice period.

G. Insurance

TMBA at all times during the course of this MOU shall at its expense, secure and maintain a comprehensive general liability insurance policy, or the equivalent

thereof, written on an occurrence basis, with a combined minimum single-limit liability of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. The general comprehensive liability policy required herein shall name Leon County, Florida, as an additional insured and proof of the required insurance shall be provided by TMBA to County prior to the signing of this MOU and annually each year thereafter.

H. Indemnification

TMBA agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of TMBA, its delegates, employees, volunteers, invitees and agents, arising out of or under this MOU, including any reasonable attorney's fees. The County may, at its sole option, defend itself or require TMBA to provide the defense. TMBA acknowledges that the benefits obtained from this MOU is sufficient consideration of TMBA's indemnification of the County.

I. Public Records

TMBA shall, to the extent applicable, comply with public records access requirements, set forth in Section 119.0701(2) Florida Statutes, including the obligation to:

1. Keep and maintain public records required by the County to perform the Services required under this MOU.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this MOU and following termination of the MOU if the Contractor does not transfer the records to the County.
4. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the TMBA or keep and maintain public records required by the County to perform the Services required hereunder. If TMBA transfers all public records to the County upon termination of the MOU, TMBA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TMBA keeps and maintains public records upon termination of the MOU,



the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**5. IF TMBA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TMBA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Leigh Davis**  
**Director of Parks and Recreation**  
**1907 S. Monroe St.**  
**Tallahassee, FL 32301**  
**850-606-1470**  
[davisle@leoncountyfl.gov](mailto:davisle@leoncountyfl.gov)

**J. Exhibits**

The following exhibits are attached hereto and incorporated herein as if set forth in their entirety below:

Exhibit A – County Maintenance Schedule (as may be amended from time to time by the County)

Exhibit B – TMBA Maintenance Schedule (as may be amended from time upon mutual written agreement of the parties)

**K. Notices**

The principal contacts for this MOU are noted below. If those principal contacts change, notice must be given to the other party in writing within 5 business days of the change. All notice requirements under this MOU will be sent to the below listed contacts. Notice may be sent via certified mail, return receipt requested or by electronic mail to the addresses listed below.

County Contact	TMBA
Leigh Davis, Director of Parks and Recreation Leon County	Name: James Card
Address: 1907 S. Monroe St. Tallahassee, FL 32301	Address: 1700 N. Monroe St., Suite 11-351 Tallahassee, FL 32303
Phone: 850-606-1470	Phone: 850-321-8896
E-Mail: <a href="mailto:davisle@leoncountyfl.gov">davisle@leoncountyfl.gov</a>	E-Mail: <a href="mailto:jcard14@hotmail.com">jcard14@hotmail.com</a>

L. General Provisions

1. Non-fund Obligating Document. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
2. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this MOU must be maintained in Tallahassee, Leon County, Florida.
3. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this MOU shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this MOU shall be deemed a waiver of that right or power at any other time.
4. Modification. This MOU shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
5. Entire MOU. This MOU constitutes the entire MOU between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this MOU.
6. Headings. Headings in this MOU are for convenience only and shall not be used to interpret or construe its provisions.
7. Ambiguity. This MOU has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
8. Public Bodies. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by the County to claim such exemptions, privileges or immunities as may be provided to that Party by law.

9. Force Majeure. A Party shall be excused from performance of an obligation under this MOU to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this MOU. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; pandemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
10. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this MOU or otherwise arising out of this MOU, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
11. Severability. It is intended that each Section of this MOU shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
12. Revision. In any case where, in fulfilling the requirements of this MOU or of any guarantee, embraced or required hereby, it is deemed necessary for TMBA to deviate from the requirements of this MOU, TMBA shall obtain the prior written consent of the County.
13. Publicity. Without limitation, TMBA and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by TMBA have been approved or endorsed by Leon County or refer to the existence of this MOU in press releases, advertising or materials distributed by TMBA to its respective customers.
14. Civil Rights Requirements. TMBA shall not discriminate against any employee or volunteer in the performance of this MOU because of age, race, religion, color, disability, national origin, or sex. TMBA further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. TMBA shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, TMBA agrees to comply with Title VII of the Civil Rights Act of 1964, Section

504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.

15. Survival. Any provision of this MOU which contemplates performance or observance subsequent to any termination or expiration of this MOU, will survive expiration or termination of this MOU.
16. Counterparts. This MOU may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
17. No Agency. Nothing herein shall be deemed to constitute either party as the agent or representative of the other party, or the parties as joint venturers or partners for any purpose. Each party shall not be an employee or partner of the other party, and the manner in which each party renders its services under this MOU shall be within its sole discretion. No party shall be responsible for the acts or omissions of the other party, and no party will have authority to speak for, represent or obligate the other party in any way without prior written authority from the other party.
18. No third-party beneficiary rights. This MOU shall be construed to benefit the County and TMBA and shall not be construed to create third-party beneficiary rights in any other party, organization, or entity.

**(Remainder of 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**

**TALLAHASSEE MOUNTAIN BIKE  
ASSOCIATION, INC.**

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

By: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, Clerk of Court  
and Comptroller, Leon County, Florida

By: \_\_\_\_\_

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

By: \_\_\_\_\_

## EXHIBIT A

### COUNTY MAINTENANCE SCHEDULE

County shall perform on all single track trails the maintenance activities stated below during the fiscal year, as weather and resources allow.

1. Trail Inspection
  - a. To be performed a minimum of once every 7 to 10 days, and after every storm in accordance with regular operating procedures and storm recovery.
2. Pruning
  - a. Removing small trees and bushes that overhang trail corridor once a quarter, and after every storm.
  - b. Branch removal, lopping and trimming in an attempt to maintain a 9 -12 foot clearance overhead and corridor width at a minimum of 6 feet.
3. Weed Eating
  - a. All linear feet lining the trails to 3 feet minimum off the center of the trail, on each side of trail, a minimum of three times yearly, once by late May, a second time by end of July, and a third time by late September to early October.
  - b. Following weed eating branch removal, lopping and trimming in an attempt to maintain a 9-12 foot clearance overhead and corridor width at a minimum of 6 feet.
4. Trail Clearing through Blowing.
  - a. Blow leaves and debris off trails once annually to prepare for the upcoming busy riding season during early to mid-Spring and to improve drainage and accelerate trail drying times.
5. Drainage Maintenance
  - a. Clean inlets and swales once annually, in early to mid-Spring.
6. Trash
  - a. Remove trash in trailhead areas bi-weekly.

## **EXHIBIT B**

### **TMBA MAINTENANCE SCHEDULE**

In accordance with Section D(5) of the Agreement, TMBA shall perform on all shared use single track trails the maintenance activities stated below.

1. Trail Inspection
  - a. To be performed prior to events, programs and activities hosted and submit a record of inspection to the Parks & Recreation Office at 1907 S. Monroe St., Tallahassee, FL 32301 or via email to [davisle@leoncountyfl.gov](mailto:davisle@leoncountyfl.gov).
  - b. To conduct a visual inspection of trails a minimum of monthly, and after every storm and notify the County of large debris that requires heavy equipment or chainsaws for clearing.
2. Pruning
  - a. Remove small trees and bushes that overhang corridor as deemed necessary.
  - b. Branch removal, lopping and trimming in an attempt to maintain a 9 -12 foot clearance overhead and corridor width at a minimum of 6 feet as necessary.
  - c. Maintain sight lines at corners through pruning growth as necessary.
  - d. If unable to address any of the above stated needs, immediately notify the Division of Parks & Recreation at 850-606-1470 of such a need and clearly state the location of the limb, branch or bush needing attention. Social media posts shall not constitute or substitute for formal notification to the County.
3. Weed Eating
  - a. All linear feet lining the trails to 3 feet off the center of the trail minimum on each side of trail as deemed necessary. Following this weed eating, trails will be blown so that trimmings do not remain on trail bed.
4. Trail Clearing through Blowing
  - a. Blow trails following all weed eating.
  - b. Blow trails to decrease hazards as deemed necessary.
5. Trail and Drainage Maintenance
  - a. Remove sand from trail bed as deemed necessary.
  - b. Clean inlets and swales as deemed necessary.
6. Trash
  - a. Pick up and remove trash on trail as needed.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**



# Leon County Board of County Commissioners

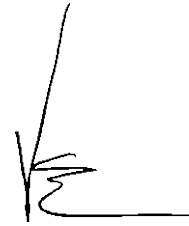
## Agenda Item #13

March 9, 2021

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

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

**Title:** Status Report on Broadband Access in Rural Communities



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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peebles, Special Projects Coordinator

### **Statement of Issue:**

As requested at the Board's October 13, 2020 meeting, this item provides a status update on broadband access in rural areas of Leon County as well as statewide, regional, and local efforts to increase broadband access.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Accept the status report on broadband access in rural communities.
- Option #2: Adopt the Florida Association of Counties Resolution supporting affordable and reliable high-speed internet throughout Florida (Attachment #1).

## Report and Discussion

### **Background:**

As requested at the Board's October 13, 2020 meeting, this item provides a status update on broadband access in rural areas of Leon County as well as statewide, regional, and local efforts to increase broadband access.

High-speed internet access, also known as broadband, has become critical to economic opportunity, job creation, education, and civic engagement. However, broadband is frequently less accessible in rural communities across the nation. To understand the issues related to broadband and the efforts at every level of government to ensure citizens have access to this resource, the background section of this item presents an overview of broadband technology including what it is and how it is provided to homes and businesses. This section also details the federal and state agencies responsible for broadband oversight, as well as what authority local government have in expanding broadband networks in their communities.

The analysis section of this item then provides an overview of where gaps in broadband access exists, which are primarily concentrated in rural areas of Leon County. Following the analysis of the available broadband data and coverage maps, the item includes a summary of initiatives to expand broadband in Leon County, the Big Bend region, the state of Florida, and across the United States. These efforts include several federally funded programs including the Federal Communications Commission's (FCC) Rural Digital Opportunity Fund as well as the establishment of a statewide broadband plan. Other additional initiatives involve coordination with Florida's regional planning councils, the Florida Association of Counties (FAC) and National Association of Counties (NACo). In summary, the federal and state government have put in place legislation and funding programs to support the expansion of broadband infrastructure by private providers, while putting in place several restrictions that limit local governments ability to provide broadband directly to their residents. Finally, the item provides a summary of Leon County's past and current efforts to help residents overcome barriers to internet access including affordability, access to computers and other devices, as well as digital literacy skills.

In the United States, the FCC is responsible for regulating all communications by radio, television, wire, satellite, and cable which includes broadband internet. The FCC currently defines broadband as "high-speed internet access that is always on and faster than the traditional dial-up access" with a minimum download speed of 25 megabits per second (Mbps) and an upload speed of 3 Mbps. There are a number of high-speed technologies that make Broadband accessible, including: Digital Subscriber Line (DSL), Cable Modem, Fiber, Wireless, Satellite and Broadband over Powerlines (BPL). A detailed description of each type is included in Attachment #2. The type of broadband technology used by a household or business depends on several factors including location in an urban or rural area, how broadband internet access is packaged with other services (such as voice telephone and home entertainment), price, and availability. Additional information about the availability of broadband service in Leon County and its rural communities is included in the analysis section of this item.

At the state level, the Florida Department of Economic Opportunity (DEO) is designated as the lead agency to facilitate the expansion of broadband internet service in the state. During the 2020 Florida Legislative Session, HB 969/SB 1166 transferred the State's broadband program from the Department of Management Services (DMS) to DEO and created the Office of Broadband within its Division of Community Development. The bill also tasked the newly created Office of Broadband with creating a strategic plan to increase the use of broadband internet service in Florida. Additional information regarding the DEO's broadband strategic plan is included in the following analysis section.

At the local level in Florida, counties and cities are limited in their ability to expand broadband access to their citizens. For example, in 2007, the Legislature stripped local governments of their franchising authority for cable and internet. Prior to 2007, Leon County and many local governments throughout the state used this franchising authority and regulatory oversight to negotiate certain investments to benefit the public such as public access channels, wiring/retrofitting public buildings for the internet, etc. Today, the statewide franchising authority rests with DEO, and cable or video customer service complaints are handled by Florida's Department of Agriculture and Consumer Services.

Additionally, there are several significant obstacles should a county or city wish to establish its own broadband network. First, the State imposes ad valorem taxes on county and city owned broadband networks which is not the case for other public utilities or services sold to the public. Pursuant to section 350.81, Florida Statutes, any political subdivision (including counties and municipalities) wishing to offer broadband must also demonstrate that the service will break even within four (4) years of operation, which is virtually impossible given the high capital costs of these types of projects. Developing a municipal broadband network was recently explored by the City of Tallahassee. However, the City Commission ultimately decided not to pursue this option in part due to the significant cost.

In December 2018, the City Commission began a discussion on the perception of a "digital divide" among Tallahassee residents, and explored resolving the issue through the development of a municipal broadband network using the City's fiber optic infrastructure. At a City Commission workshop on March 6, 2019, City staff presented an analysis on the subject, which included state and federal regulations, models of municipal fiber networks, and a high-level cost analysis. City staff estimated a cost of \$76,000 per mile of fiber installed for a total cost of over \$280 million to cover approximately 3,700 miles within the City limits. At a subsequent meeting on March 27, 2019, the City Commission directed its staff to work with local universities to gather stakeholder input and deliver a report expanding upon the City's analysis on municipal broadband networks. On December 4, 2019, in partnership with Florida A&M University, City staff presented a report on internet access in the City. The City Commission accepted the report and took no further action.

Despite the legal and financial barriers for local governments to directly expand broadband internet access for their residents, Florida counties have begun to address the issue through collaboration with the State and FCC, regional planning councils, as well as FAC and NACo.

### **Analysis:**

The following analysis provides an overview of the available broadband data, where gaps in access exists, as well as initiatives at the national, statewide, regional, and local level to expand coverage. Currently, the State and FCC uses different methodologies for measuring broadband access, which are explained in further detail. An analysis of broadband access, particularly in the rural areas, is then provided using both methodologies. Following these subsections is an update on efforts to expand internet access locally, in the Big Bend Region, and Statewide. Finally, the item concludes with proposed “next steps” for supporting ongoing initiatives to increase broadband access.

#### *Methods for Measuring Broadband Access*

As presented in the background of this item, the nationwide “digital divide” disproportionately impacts those living in rural areas which are defined by the U.S. Census Bureau as areas with a population under 2,500. To measure broadband access, both the FCC and Florida Office of Broadband utilize the FCC’s broadband deployment data. This data is collected biannually from internet service providers who are required to self-report each census block they provide services in and at what speed. It should be noted that the data only includes fixed broadband, meaning broadband services are provided to a fixed location like a residence or business. Consequently, mobile broadband such as that provided via cellular networks to mobile phones and other devices is not included.

While the same datasets are utilized, the methodology for measuring access to broadband varies across government agencies. Specifically, the FCC considers a census block to have access if at least one provider offers internet at the minimum broadband speeds in any part of the area. The FCC further measures broadband speeds by identifying the highest speed tier offered in each census block and attributing that speed tier to the entire census block. The Florida Office of Broadband uses the inverse of this methodology. A census block is determined to have broadband access only if all parts of that census block can access broadband at the minimum speed. Additionally, the broadband speed for each census block is measured by the slowest internet download speed available in that area, rather than the highest.

Both methodologies have their limitations as one overestimates the availability of broadband and the other underestimates availability. The FCC acknowledges these limitations and states that, because providers may not offer service to every home in every block in which they report service, its maps over-estimate broadband coverage, particularly in areas with large census blocks. Likewise, the Florida Office of Broadband’s map underestimates availability. For instance, neighborhoods that have access to broadband service that are in the same census block as an unpopulated area with low-speed or no internet service are also treated as also having low-speed or no internet service. For example, the State’s map reports that the census block that includes FSU’s Seminole Golf Course and several surrounding homes is Unserved and without access to broadband. However, the FCC reports that there are four (4) broadband service providers that provide coverage to some part of this census block.

Despite these limitations, both methodologies help provide some measure of broadband access in Leon County and allow for comparisons to other areas. Notably, both methodologies confirm that disparities exist between the urban and rural areas. As shown in the following analysis, broadband

access is highest in the Urban Services Area where there are more internet providers offering faster internet speeds. Areas with fewer providers or lower internet speeds are concentrated in rural, low density, or unpopulated areas where it is more difficult and costly to build the necessary broadband infrastructure.

The following is an analysis of broadband access in Leon County using both the FCC's and State of Florida's methodologies and their respective broadband coverage maps.

*Federal Communications Commission National Broadband Map*

Attachment #3 is an FCC map color coding census blocks in Leon County by the number of fixed residential broadband providers. The census blocks with the highest number of providers are primarily within the Urban Services Area or more densely populated neighborhoods in the unincorporated area. The census blocks with only one provider are primarily in rural, low-density areas of Leon County or unpopulated areas like the Apalachicola National Forest. As discussed later in this item, the FCC has recently launched the Rural Digital Opportunity Fund which will invest over \$2.4 million in expanding broadband to many of these census blocks across Leon County.

Currently, the FCC reports that there are eight (8) residential broadband providers operating in Leon County. This total does not include the provider MetroNet which began constructing fiber-optic networks in Tallahassee in 2020. The following is a list of each provider and the type of services offered:

- Viasat – Satellite
- HughesNet – Satellite
- CenturyLink – DSL and Fiber
- Comcast/Xfinity – Cable
- Consolidated Communications – DSL
- Mediacom – Cable
- MetroNet – Fiber
- Pavlov Media – Fixed Wireless
- VSAT Systems – Satellite

It should be noted that this list is not exhaustive of all residential broadband providers in Leon County as the FCC does not require all providers to self-report their service areas.

When compared to the state and nation, Leon County residents in rural areas have access to more broadband service providers. As explained previously, the FCC uses the Census Bureau definition of rural, which is any area with a population under 2,500. According to the FCC and as presented in the following table, the vast majority of Leon County's rural population has access to at least two (2) providers, and over 87% have access to three (3) or more providers. In many of the rural areas where the FCC reports multiple broadband providers, satellite internet may be the only type of service available through these providers. While satellite meets the upload and download speed requirements to qualify as broadband, customers often find it less desirable as satellite internet can be impacted by weather events and frequently has low latency, or slower response time. For this

reason, the FCC’s Rural Digital Opportunity Fund included latency in the criteria for prioritizing census blocks.

**Table #1 – Comparison of Rural Access to Fixed Residential Broadband Providers**

	<b>% of Rural Population 3+ providers</b>	<b>% of Rural Population 2 Providers</b>	<b>% of Rural Population 1 Provider</b>
<b>United States</b>	82.49%	17.28%	0.12%
<b>Florida</b>	78.58%	21.41%	0.01%
<b>Leon County</b>	87.42%	12.57%	0.01%

*Source: Federal Communications Commission, Fixed Broadband Deployment Data*

*State of Florida Minimum Internet Download Speeds Map*

As stated previously, the Florida Office of Broadband uses FCC data to measure broadband access but uses a different methodology. Additionally, the FCC’s analysis is presented using an online GIS map named the State of Florida Minimum Internet Download Speeds Map, which does not easily lend itself to comparing counties to each other or the state. The purpose of the map is to identify gaps in broadband service by placing each census block into one of four (4) categories based upon the lowest internet download speed in any part of that census block:

- Served: 25 Mbps and higher
- Underserved: 10 Mbps to 24.99 Mbps
- Unserved 1 Mbps to 9.99 Mbps
- No Service: No fixed internet service available

Attachment #4 includes several maps highlighting the census blocks in Leon County that fall under each of these categories. Although the Office of Broadband uses a different methodology, the map shows the same trends as those displayed in the FCC’s map. Areas considered Served or Underserved that have access to higher internet speeds are primarily within the Urban Services Area or more densely populated neighborhoods in the unincorporated area. The areas classified as Unserved are primarily in rural, low-density areas of Leon County and, unsurprisingly, those areas classified as No Service are primarily in or near unpopulated areas.

While broadband internet is more accessible overall in Leon County than at the state and national level, the FCC and Florida Office of Broadband have identified several areas where access can be expanded or enhanced through infrastructure improvements. The following sections outline the efforts by the FCC and Florida Office of Broadband to expand broadband access. Additionally, a summary of broadband-related initiatives led by NACo and FAC is presented. Recognizing that access to a broadband network does not guarantee that a household has an internet subscription, this report also provides an overview of current Leon County efforts to overcome barriers such as affordability, access to computers and other devices, as well as digital literacy skills.

*Federal Communications Commission*

As part of its initiatives to bridge the “digital divide” for all Americans, the FCC launched the Rural Digital Opportunity Fund (RDOF) in 2020 to invest in the construction of rural broadband

networks in 49 states and the Commonwealth of the Northern Mariana Islands. As part of Phase 1 of the RDOF, \$20.4 billion was awarded to 180 bidders through an auction bidding process to bring broadband to over five million homes and businesses in census blocks that were entirely unserved. In Florida, 11 bidders were awarded more than \$191 million, with over \$2.4 million awarded to expand broadband to 233 census blocks across Leon County (Attachment #5). Areas of rural Leon County that have lower speeds and low latency will be addressed through infrastructure being provided as part of this expansion. These areas are mainly in the unincorporated areas of the County. The primary bidders in Leon County include Rural Electric Cooperative Consortium and Space Exploration Technologies Corp, also known as SpaceX's Starlink program. Early tests of the Starlink system have proven highly successful in offering rural areas significant increases in broadband speeds and stability in their service.

On its website, the FCC has published a GIS map of all locations that will receive broadband coverage through Phase I of the RDOF program including the bidder selected to serve that area. The map further categorizes each location by service tier, which is based on the available download speed, upload speed, usage allowance, and latency. Attachment #5 is a map of the locations in Leon County that were selected for the RDOF program; although not displayed in the attached map, all of the counties in the region will also benefit from the program.

All Phase I RDOF monies will be distributed over a 10-year period; however, winning bidders must meet periodic buildout requirements that will require them to reach all assigned locations by the end of the sixth year. The timeline for Phase II of the RDOF program has not yet been established. However, the FCC has announced that the last phase of the program will award an estimated \$4.4 billion for locations in census blocks that are partially served or were not funded in Phase I.

#### *Florida Office of Broadband*

As stated in the background of this item, the State's broadband program was transferred from DMS to DEO through the passage of HB 969/SB 1166 during the 2020 Florida Legislative Session. Through the passage of this legislation and as outlined in Section 364.013, Florida Statutes, the Florida Office of Broadband was created within DEO's Division of Community Development and directed to perform the following duties effective July 1, 2020:

- Create a strategic plan to increase the use of broadband Internet service in Florida. The plan must include a process to review and verify public input on broadband Internet transmission speeds and availability;
- Build and facilitate local technology planning teams, especially with community members from the areas of education, healthcare, business, tourism, agriculture, economic development, and local government;
- Encourage public use of Internet service through broadband grant programs; and
- Monitor, participate in, and provide input on FCC proceedings that are related to the geographic availability and deployment of broadband Internet in Florida.

HB 969/SB 1166 also provided that the Department of Transportation may, beginning in FY 2022-2023, use up to \$5 million annually from the funds transferred to Florida's Turnpike Enterprise to

the Multi-use Corridors of Regional Economic Significance (M-CORES) program for projects that assist in the development of broadband infrastructure within or adjacent to a multiuse corridor.

To assist in the development of a strategic plan, the Office of Broadband submitted a request to the U.S. Department of Commerce for \$3 million to conduct a statewide feasibility study to identify the nature of the state's broadband connectivity gap and determine why it exists. However, in the fall of 2020, the funding request was denied. As a result, the Office of Broadband has partnered with several other organizations to gather the data and feedback needed to develop a plan. For example, the Florida Regional Councils Association recently hosted 10 virtual workshops with each of the state's regional planning councils. Industry sector leaders within each region were invited to participate and discuss broadband internet accessibility. These industry sectors include education, healthcare, private business, community organizations, agriculture, tourism, parks and recreation, economic development, local governments, and internet service providers.

Following the collection of data and input from industry sector leaders, the Office of Broadband will prepare a draft strategic plan and begin implementation once finalized. Currently, DEO has not published a timeline for finalizing or implementing the Office of Broadband strategic plan. It should also be noted that Senator Ausley has filed a bill (HB 1339/SB 1560) for the 2021 Legislative Session to revise the duties of the Office of Broadband to include establishing a Broadband Deployment Task Force, establishing a process to identify eligible households to receive federal Emergency Broadband Benefit Program funds, and revising its GIS map to be consistent with the FCC's newly established Digital Opportunity Data Collection program.

#### *Florida Association of Counties*

As part of its Access 67 initiative, the Florida Association of Counties (FAC) advocated for the passage of HB 969/SB 1166 and has continued to work with DEO to provide support as the goals of the legislation are implemented. For instance, FAC is encouraging each member county to adopt a resolution in support of the Florida Office of Broadband and its efforts to increase the availability and effectiveness of broadband internet services throughout the state of Florida (Attachment #1). Should the Board wish to adopt the resolution, this option has been included as Option #2 of this item.

Additionally, FAC is assisting with data collection by surveying county administrators about whether their counties have a broadband study, plan, or report. The survey is still ongoing; however, preliminary results shared with County staff indicate that the majority of respondents do not have an adopted broadband plan. These counties, like Leon County, hope to receive additional analysis and guidance from the Florida Office of Broadband once it has finalized its statewide broadband plan. The exceptions from the survey data are Walton County which contracted with the organization Connected Nation to develop a Technology Action Plan & Broadband Feasibility Study in 2018 as well as the members of the Southwest Florida Regional Planning Council (Charlotte, Collier, and Lee), which received funding from the State to develop a regional broadband plan in 2013.

Moving forward, FAC and the Institute for County Government plan to develop and produce educational content to assist its members in identifying local solutions to broadband access. These



educational efforts will be inclusive of the facilitation of the sharing of best practices among Florida's counties and similar communities and organizations from around the country.

#### *National Association of Counties*

In October 2020, NACo announced the formation of its Broadband Task Force. The Task Force is comprised of nearly three dozen county government officials from across the nation who will study the lack of reliable broadband with a particular focus on the challenges facing underserved communities. Florida is represented on the Task Force by Commissioner Terry Burroughs (Okeechobee County) and Commissioner Gregg Weiss (Palm Beach County).

To support the Task Force's efforts, NACo has collaborated with other stakeholders to develop a mobile app to help communities contribute to more accurate mapping of broadband accessibility. The *TestIT* app is a broadband sampling tool that individuals can download to any mobile device to test broadband speed anywhere. A snapshot of each sample is sent to a database which allows NACo and partners to analyze connectivity data across the country and identify areas where broadband service is overstated or underfunded when compared to the FCC's National Broadband Map. Pending the Board's acceptance of this report, the County's Community & Media Relations Office (CMR) will promote NACo's *TestIT* app to Leon County residents.

NACo is also currently surveying its members to identify effective resources and tools for expanding broadband access which will be added to its online list of broadband resources for counties.

#### *Other Initiatives to Support Broadband Access*

While the development and expansion of broadband infrastructure has been the primary focus of state and federal organizations working to address the "digital divide," there are several other barriers to internet access that Leon County is working to overcome. These barriers for individuals and businesses include the cost of broadband services, access to computers and other devices, as well as digital literacy skills.

**Free Public Internet:** Leon County has led several initiatives to support internet access both before and during the pandemic. Most notably, Leon County has historically been and continues to be the community's primary provider of free public internet through the Library. Through the establishment of the Tallahassee FreeNet program in the 1990s, the Leon County Public Library System was one of the nation's first libraries to provide patrons with free internet access. The Library continues to provide free public internet at each of its facilities each of which has at least one desktop computer lab in addition to offering laptops for checkout within the facility.

While the Library was temporarily closed due to the local and statewide "Stay at Home" orders, the County boosted its Wi-Fi at all Library facilities to ensure it was accessible within the parking lots. This practice has continued even after the reopening of the Library and several parking spots have been designated at each facility for those needing to access the Wi-Fi from their vehicles. The Library has also vigorously promoted its mobile hotspot program which allows patrons to access wireless internet wherever they are. Currently the Library has 35 mobile hotspots which are rechargeable devices about the size of a deck of cards that create Wi-Fi by using cell phone data service. Library patrons can check out a device for up to two (2) weeks free of charge. The

program has continued to be successful since it was piloted in 2018. For example, during FY 2019, mobile hotspot devices were checked out 577 times, a 377% increase from FY 2018. However, due to the COVID-19 pandemic and the temporary closure of Library facilities, mobile hotspots were only checked out 390 times during FY 2020.

As noted in the Annual Sustainability Program Status Report presented during the Board's December 8, 2020 meeting, the County's Office of Resource Stewardship is currently exploring options to provide free Wi-Fi in County parks. In 2019, staff purchased a solar picnic table and portable solar standing table. Both units provide shaded areas to sit or stand, have solar powered outlets for charging devices, and are compatible with Wi-Fi hotspots. The solar picnic table will be placed at Anita L. Davis Preserve at Lake Henrietta Park this fall. While the standing table was originally intended for use at outdoor events, staff is considering additional opportunities to use it in the absence of events. Staff is also exploring the potential of adding Wi-Fi hotspots to the units and in other County parks to provide free internet connectivity to community members and park attendees to help address the digital divide.

**Promoting Low-Cost Internet Options:** To increase internet access, the County continues to share information about low-cost internet options. Throughout the pandemic, the County has promoted Comcast's Internet Essential Program which provides discounted internet and computers to low-income households. Beginning in March 2020, in response to the COVID-19 pandemic, Comcast has provided new program participants with two months of free internet after which participants pay \$9.95 per month plus tax. This offer will continue through June 30, 2021 and continues to be promoted as a community resource on the County's COVID-19 Information Portal.

The County will also promote the discounted services that are made available through the FCC's Emergency Broadband Benefit Program. This program was established by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) (H.R. 133) which included \$3.2 billion for an Emergency Connectivity Broadband Fund. This fund supports the Emergency Broadband Benefit Program, which allows eligible households to receive a discount of up to \$50 per month for broadband services. Participating broadband providers will be eligible to receive reimbursement for such discounts. Households can also receive a one-time discount of up to \$100 to purchase a laptop, desktop, or tablet from participating providers. As of the writing of this item, program eligibility details and participating providers have yet to be announced.

**Device Access:** To support access to the necessary computer devices to utilize the internet, Leon County has supported local computer refurbishers. Since 2010, Leon County has transferred its surplus computing equipment to Goodwill Industries. Through its Electronics Recycling/Computer Store, Goodwill then offers low cost new and refurbished computers to its customers. Through the Leon CARES program, Lutheran Social Services of North Florida also received funding to expand their Computer Refurbishing & Technical Assistance (CRTA) program as the need for their services grew significantly following the pandemic. As part of the CRTA, low-income individuals and human service agencies in the area can receive low-cost computers as well as free technical assistance. Several non-profits also received funds to purchase computers and other devices through the Leon CARES program which allowed them to continue providing services to clients remotely or in a socially distant manner.

**Digital Literacy:** To be able to access the internet, individuals must have some basic digital literacy skills. For those who need assistance with developing digital literacy skills, the Library offers two (2) different services. First, the Library has a *Tech Help 1-on-1* program which allows residents to schedule an appointment in person or over the phone with a staff person that will assist them with mobile devices, the Library desktop PCs, basic Internet skills, etc. The second service offered by the Library is free online computer classes. Through the Library's subscription to Universal Class, patrons can take over 50 computer training courses on topics ranging from basic computer skills to Microsoft Office Suite, Photoshop, and web design.

#### *Next Steps*

Currently, there are several ongoing initiatives to expand broadband access at all levels of government. County staff will continue to monitor FCC initiatives, including future phases of the Rural Digital Opportunity Fund, and will report back to the Board as needed. Leon County will also continue to support FAC and NACo initiatives to increase internet access. Additionally, pending the Board's adoption of the Resolution supporting affordable and reliable high-speed internet throughout Florida, staff will work with both FAC and the Florida Office of Broadband to assist where possible in development of a statewide strategic plan. The Board will also be provided with updates on the State's strategic plan for broadband access once drafted. Finally, the County will continue its efforts overcome individual barriers to accessing the internet. These efforts include offering free public internet and promoting digital literacy through the Library in addition to ensuring that citizens are aware of programs that provide low-cost broadband services and computer devices.

#### **Options:**

1. Accept the status report on broadband access in rural communities.
2. Adopt the Florida Association of Counties Resolution supporting affordable and reliable high-speed internet throughout Florida (Attachment #1).
3. Board direction.

#### **Recommendation:**

Options #1 and #2

#### **Attachments:**

1. FAC Resolution supporting affordable and reliable high-speed internet throughout Florida
2. FCC Definitions for Types of Broadband Connections
3. FCC National Broadband Map – Leon County
4. State of Florida Minimum Internet Download Speeds Map – Leon County
5. Rural Digital Opportunity Fund Phase I Results Map – Leon County

**LEON COUNTY RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF LEON COUNTY, FLORIDA,  
SUPPORTING AFFORDABLE AND RELIABLE HIGH-SPEED  
INTERNET THROUGHOUT FLORIDA.**

**RECITALS**

WHEREAS, reliable and affordable high-speed internet access is essential for Floridians to be prosperous and meet today's challenges; and

WHEREAS, the absence of access to reliable and affordable high-speed internet service prevents communities from achieving the high quality of life that is considered a fundamental component for educational and economic success; and

WHEREAS, the absence and/or lack of high-speed internet hinders:

- the ability for all schoolchildren to have access to educational opportunities;
- access to telemedicine to improve health outcomes for its residents, and to provide access without demanding travel and transportation;
- the ability for rapid communication between the public and law enforcement agencies;
- the ability for communities to maintain and expand business opportunities, stimulate job growth; hinders the ability to engage in innovative technologies that are required for a vibrant economy.

WHEREAS, the Florida Legislature recently passed House Bill 969 creating an Office of Broadband within the Department of Economic Opportunity requiring the creation of a strategic plan that has goals and strategies for increasing the use of broadband Internet service in the state; and

WHEREAS, it is imperative that the strategic plan be based on accurate and up-to-date mapping and the internet access needs of the public and private sector; and

WHEREAS, the National Association of Counties has developed - Test It! an easy to use "mapping tool" that can be used to assess availability of internet; and

WHEREAS, in order to meet the goal of universal access to high-speed internet, it will be necessary to determine what private providers need to deliver affordable and reliable connectivity in sparsely located areas, and the support necessary to address issues of sparse populations and to provide expanded internet services, and engage governmental entities at the Federal, State and Local level in order to be successful.

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

**Section 1. Supporting Affordable and Reliable High-Speed Internet throughout Florida**

A. The above recitals are true and correct and incorporated in this Resolution.

1 B. That the Leon County Board of County Commissioners, hereby supports the State of Florida, the  
2 Department of Economic Opportunities in the effort to achieve access to reliable and affordable high-  
3 speed internet access to every household and business throughout the State of Florida.  
4

5 C. That the Leon County Board of County Commissioners will assist the State Office of Broadband by  
6 participating as needed in meeting the obligations of HB 969 including providing information,  
7 assistance in mapping efforts, and supporting other such efforts that will lead to enhanced access to  
8 affordable, reliable high-speed internet services throughout Wakulla County and the State of Florida.  
9

10 **Section 2. Effective Date.**

11  
12 This resolution shall have effect upon adoption.  
13

14 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
15 Florida, this 9<sup>th</sup> day of March, 2021.  
16

17 LEON COUNTY, FLORIDA  
18  
19

20 By: \_\_\_\_\_  
21 Rick Minor, Chairman  
22 Board of County Commissioners  
23

24 ATTESTED BY:  
25 Gwendolyn Marshall, Clerk of Court  
26 & Comptroller, Leon County, Florida  
27

28  
29 By: \_\_\_\_\_  
30

31  
32 APPROVED AS TO FORM:  
33 Chasity H. O'Steen, County Attorney  
34 Leon County Attorney's Office  
35

36  
37 By: \_\_\_\_\_

# Types of Broadband Connections

The term broadband commonly refers to high-speed Internet access that is always on and faster than the traditional dial-up access. Broadband includes several high-speed transmission technologies such as:

- Digital Subscriber Line (DSL)
- Cable Modem
- Fiber
- Wireless
- Satellite
- Broadband over Powerlines (BPL)

The broadband technology you choose will depend on a number of factors. These may include whether you are located in an urban or rural area, how broadband Internet access is packaged with other services (such as voice telephone and home entertainment), price, and availability.

## Digital Subscriber Line (DSL)

DSL is a wireline transmission technology that transmits data faster over traditional copper telephone lines already installed to homes and businesses. DSL-based broadband provides transmission speeds ranging from several hundred Kbps to millions of bits per second (Mbps). The availability and speed of your DSL service may depend on the distance from your home or business to the closest telephone company facility.

The following are types of DSL transmission technologies:

- **Asymmetrical Digital Subscriber Line (ADSL)** – Used primarily by residential customers, such as Internet surfers, who receive a lot of data but do not send much. ADSL typically provides faster speed in the downstream direction than the upstream direction. ADSL allows faster downstream data transmission over the same line used to provide voice service, without disrupting regular telephone calls on that line.
- **Symmetrical Digital Subscriber Line (SDSL)** – Used typically by businesses for services such as video conferencing, which need significant bandwidth both upstream and downstream.

Faster forms of DSL typically available to businesses include:

- High data rate Digital Subscriber Line (HDSL); and
- Very High data rate Digital Subscriber Line (VDSL).

## Cable Modem

Cable modem service enables cable operators to provide broadband using the same coaxial cables that deliver pictures and sound to your TV set.

Most cable modems are external devices that have two connections: one to the cable wall outlet, the other to a computer. They provide transmission speeds of 1.5 Mbps or more.

Subscribers can access their cable modem service by simply turning on their computers, without dialing-up an ISP. You can still watch cable TV while using it. Transmission speeds vary depending on the type of cable modem, cable network, and traffic load. Speeds are comparable to DSL.

### **Fiber**

- Fiber optic technology converts electrical signals carrying data to light and sends the light through transparent glass fibers about the diameter of a human hair. Fiber transmits data at speeds far exceeding current DSL or cable modem speeds, typically by tens or even hundreds of Mbps.
- The actual speed you experience will vary depending on a variety of factors, such as how close to your computer the service provider brings the fiber and how the service provider configures the service, including the amount of bandwidth used. The same fiber providing your broadband can also simultaneously deliver voice (VoIP) and video services, including video-on-demand.
- Telecommunications providers sometimes offer fiber broadband in limited areas and have announced plans to expand their fiber networks and offer bundled voice, Internet access, and video services.
- Variations of the technology run the fiber all the way to the customer's home or business, to the curb outside, or to a location somewhere between the provider's facilities and the customer.

### **Wireless**

- Wireless broadband connects a home or business to the Internet using a radio link between the customer's location and the service provider's facility. Wireless broadband can be mobile or fixed.
- Wireless technologies using longer-range directional equipment provide broadband service in remote or sparsely populated areas where DSL or cable modem service would be costly to provide. Speeds are generally comparable to DSL and cable modem. An external antenna is usually required.
- Wireless broadband Internet access services offered over fixed networks allow consumers to access the Internet from a fixed point while stationary and often require a direct line-of-sight between the wireless transmitter and receiver. These services have been offered using both licensed spectrum and unlicensed devices. For example, thousands of small Wireless Internet Services Providers (WISPs) provide such wireless broadband at speeds of around one Mbps using unlicensed devices, often in rural areas not served by cable or wireline broadband networks.
- Wireless Local Area Networks (WLANs) provide wireless broadband access over shorter distances and are often used to extend the reach of a "last-mile" wireline or fixed wireless broadband connection within a home, building, or campus environment. Wi-Fi networks use unlicensed devices and can be designed for private access within a home or business, or be used for public Internet access at "hot spots" such as restaurants, coffee shops, hotels, airports, convention centers, and city parks.
- Mobile wireless broadband services are also becoming available from mobile telephone service providers and others. These services are generally appropriate for highly-mobile customers and require a special PC card with a built in antenna that plugs into a user's laptop computer. Generally, they provide lower speeds, in the range of several hundred Kbps.

### **Satellite**

Just as satellites orbiting the earth provide necessary links for telephone and television service, they can also provide links for broadband. Satellite broadband is another form of wireless broadband, and is also useful for serving remote or sparsely populated areas.

Downstream and upstream speeds for satellite broadband depend on several factors, including the provider and service package purchased, the consumer's line of sight to the orbiting satellite, and the weather. Typically a consumer can expect to receive (download) at a speed of about 500 Kbps

and send (upload) at a speed of about 80 Kbps. These speeds may be slower than DSL and cable modem, but they are about 10 times faster than the download speed with dial-up Internet access. Service can be disrupted in extreme weather conditions.

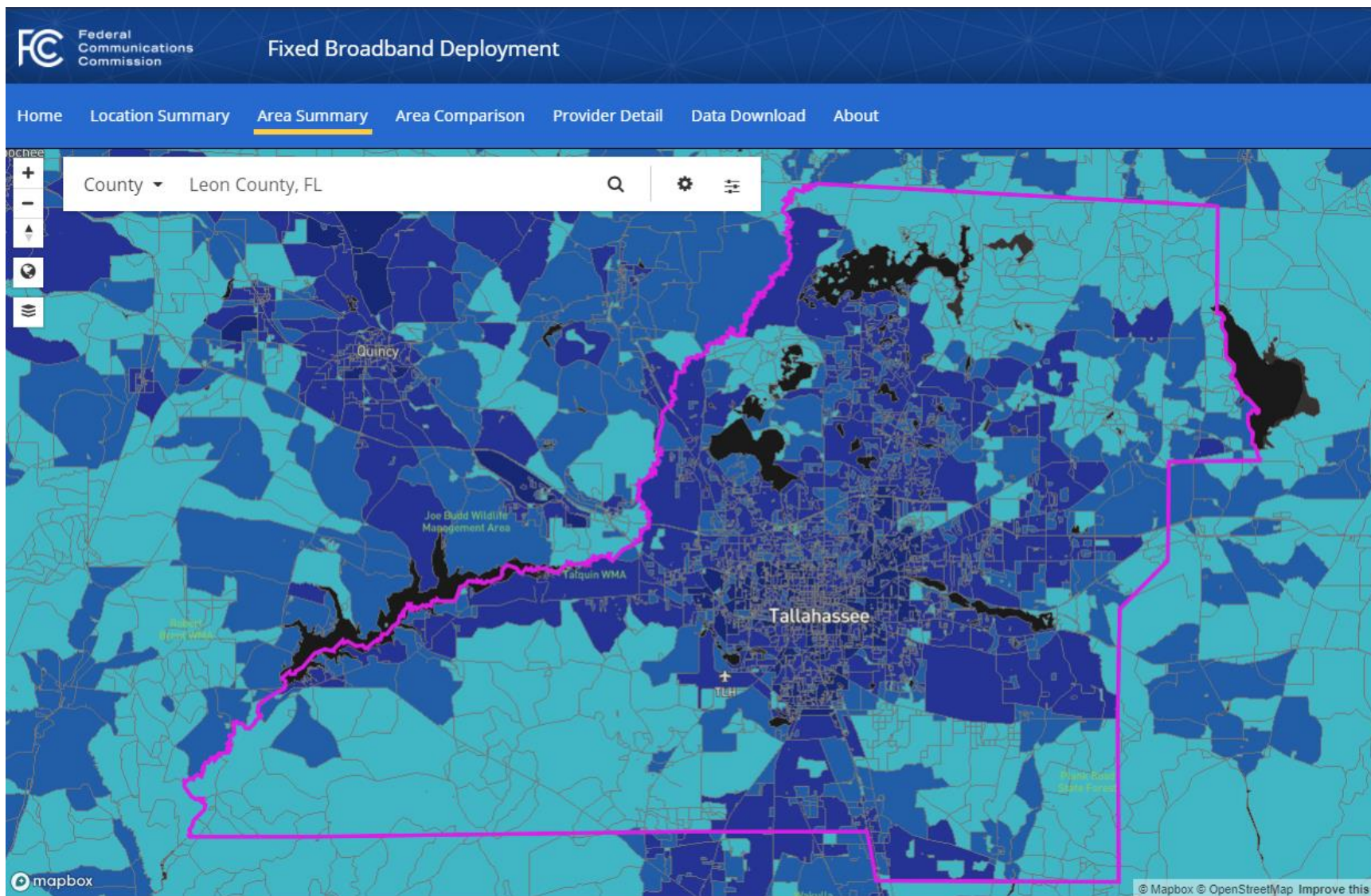
### **Broadband over Powerline (BPL)**

BPL is the delivery of broadband over the existing low- and medium-voltage electric power distribution network. BPL speeds are comparable to DSL and cable modem speeds. BPL can be provided to homes using existing electrical connections and outlets. BPL is an emerging technology that is available in very limited areas. It has significant potential because power lines are installed virtually everywhere, alleviating the need to build new broadband facilities for every customer.

### **Updated:**

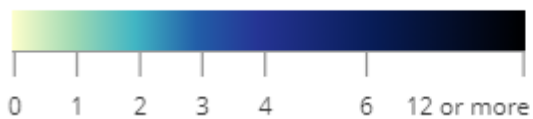
Monday, June 23, 2014





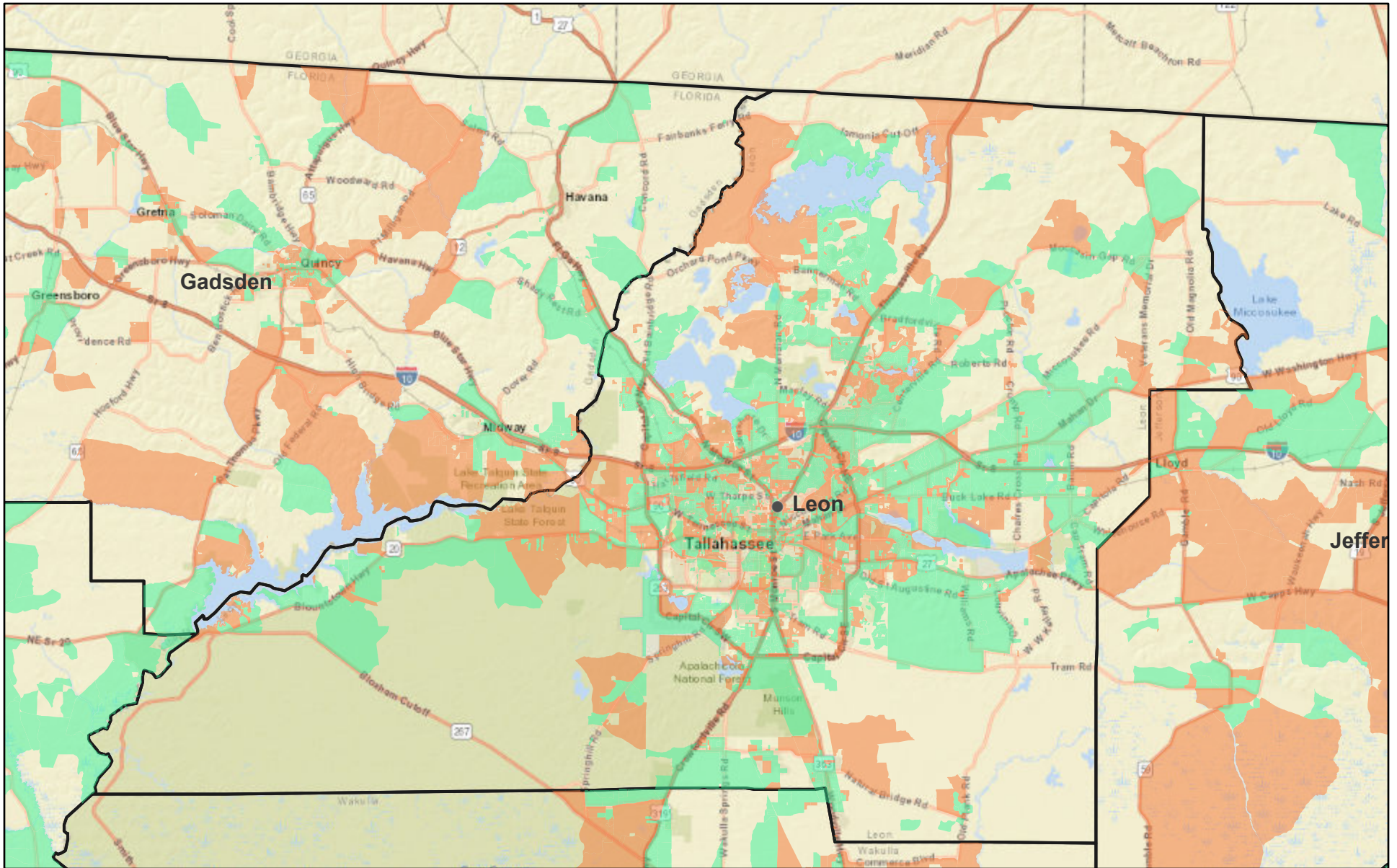
Number of Fixed Residential Broadband Providers

Source: Federal Communications Commission, [National Broadband Map](#)






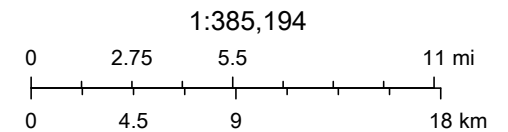


# Areas Classified as Served or Underserved



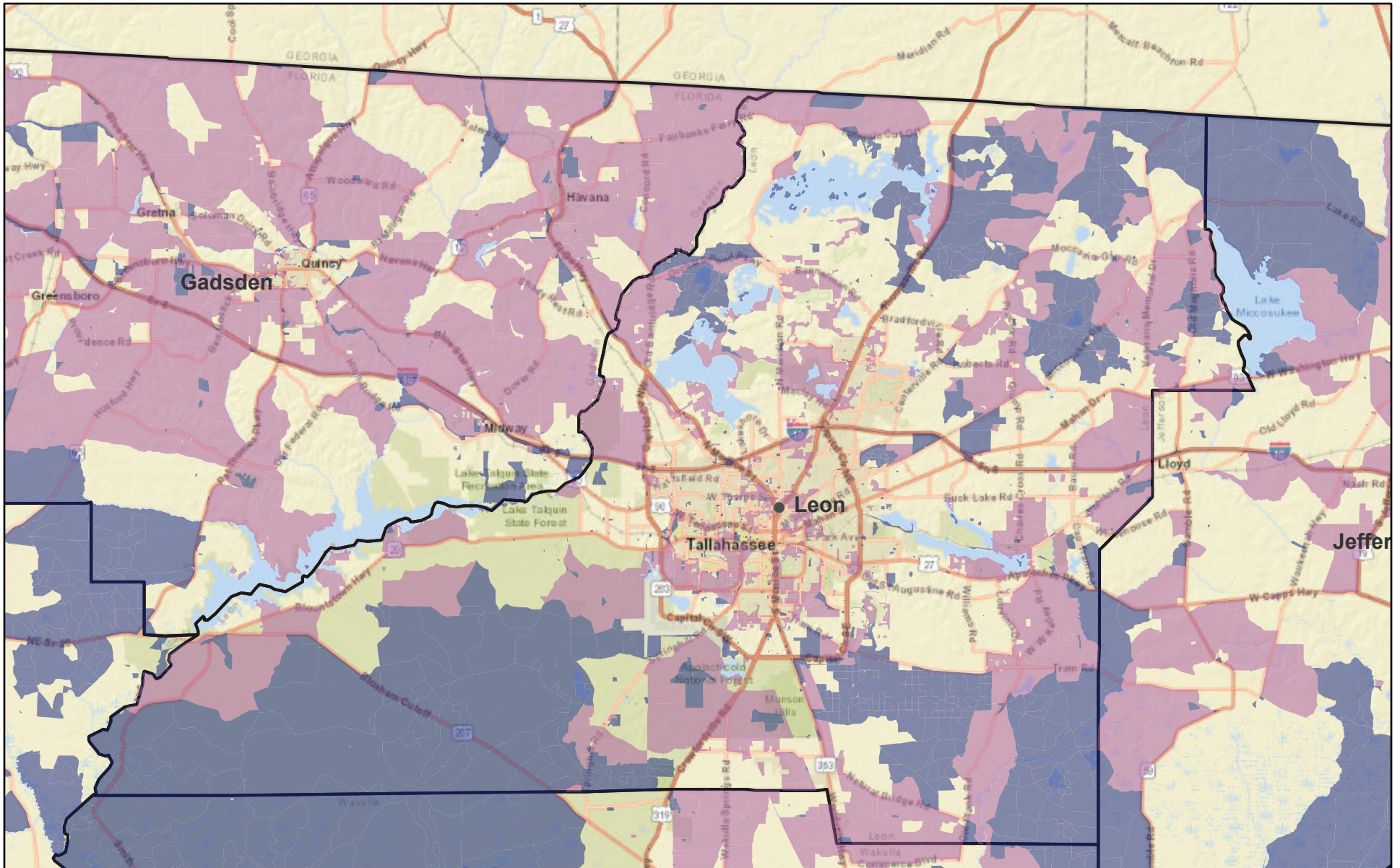
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-  Served: 25 Mbps and higher
-  Underserved: 10 Mbps to 24.99 Mbps
-  Florida\_Counties







# Areas Classified as Unserved or No Service



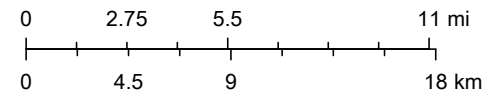
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 Unserved: 1 Mbps to 9.99 Mbps

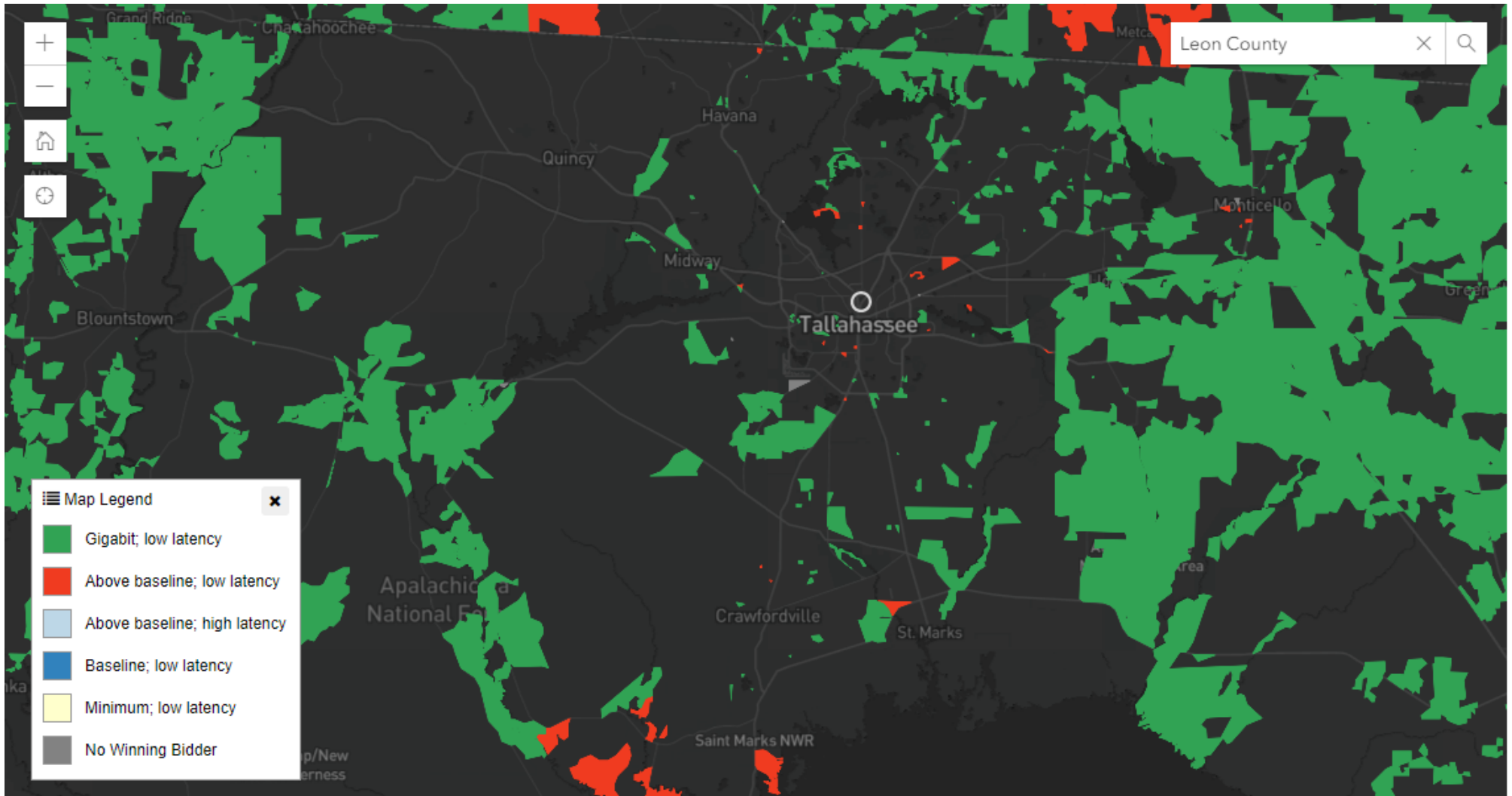
 Florida\_Counties

 No Service: No fixed internet service available

1:385,194



## FCC Rural Digital Opportunity Fund Phase I Results



Source: Federal Communications Commission (<https://www.fcc.gov/reports-research/maps/rdof-phase-i-dec-2020/>)

### Technology-Neutral Service Tiers

Rural Digital Opportunity Fund Phase I bids were accepted by the FCC for four performance tiers, each with varying speed and usage allowances, and either high or low latency as follows.

Performance Tier	Speed	Usage Allowance	Weight
Minimum	≥ 25/3 Mbps	≥ 250 GB or U.S. average, whichever is higher	50
Baseline	≥ 50/5 Mbps	≥ 250 GB or U.S. median, whichever is higher	35
Above Baseline	≥ 100/20 Mbps	≥ 2 TB	20
Gigabit	≥ 1 Gbps/500 Mbps	≥ 2 TB	0

Latency	Requirement	Weight
Low Latency	≤ 100 ms	0
High Latency	≤ 750 ms & MOS of ≥4	40

Source: Federal Communications Commission (<https://www.fcc.gov/auction/904/factsheet#technology>)

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

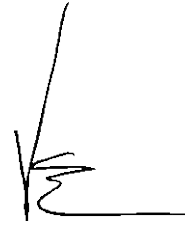
# Leon County Board of County Commissioners

## Agenda Item #14

March 9, 2021

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

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



**Title:** Annual 2020 Tallahassee-Leon County Board of Adjustment and Appeals Report

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Nancy Garcia, Senior Planner, Development Services Division Nathan Kusel, Planner II, Development Services Division

### **Statement of Issue:**

This item seeks Board acceptance of the Board of Adjustment and Appeals (BOAA) 2020 Annual Report as required by the BOAA bylaws.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the 2020 Annual Tallahassee-Leon County Board of Adjustment and Appeals Report (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board acceptance of the Board of Adjustment and Appeals (BOAA) 2020 Annual Report as required by the BOAA bylaws. The Leon County Code of Laws Chapter 10 (Land Development Code), Article II, Division 3, Subdivision 3, establishes the Board of Adjustment and Appeals (BOAA), defines the BOAA's powers and duties, and sets out applicable regulations and due process provisions, while the details of the BOAA's operations are outlined in the BOAA's bylaws. The BOAA bylaws task staff with the responsibility of ensuring the transmission of information to the Board of County Commissioners, which is done through the BOAA Annual Report.

The BOAA is composed of seven (7) members and two (2) alternate members. The Leon County Board of County Commissioners appoints three members, the Tallahassee City Commission appoints three members, and one member is appointed on a rotating basis by the City Commission or the Board of County Commissioners. To comply with meeting quorum requirements, the BOAA also may have two alternate members: one appointed by the City Commission and one appointed by the Board. The alternate members may participate in the meetings when necessary to make up the required BOAA quorum of four members.

The BOAA hears and decides appeals of administrative decisions and variances to sign, plumbing, zoning, housing, building, gas and fire prevention codes as provided in the City of Tallahassee and Leon County Land Development Codes. The BOAA may vary the application of any provision of the Codes to any particular case where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulatory code involved would result in undue hardship. The BOAA may also enforce reasonable conditions upon the granting of any variance to ensure that the public health, safety, and general welfare shall be protected.

### **Analysis:**

During the 2020 calendar year, the BOAA received seven (7) applications for variations pertaining to land use located within unincorporated Leon County. Below is a summary of the applications that were received during the past year:

- One (1) requested a variance pertaining to relaxation of residential setback requirements for principal structures;
- Two (2) requested a variance pertaining to site location standards that apply to residential swimming pools, and;
- Three (3) requested a variance to reduce the required minimum setback for accessory structures.
- One (1) application was withdrawn at the applicant's request.



Of the seven (7) applications, one (1) was withdrawn at the applicant's request and the remaining requests were approved by the BOAA. The full BOAA 2020 annual report is included as Attachment #1.

**Options:**

1. Accept the 2020 Annual Tallahassee-Leon County Board of Adjustment and Appeals Report (Attachment #1).
2. Do not accept the 2020 Annual Tallahassee-Leon County Board of Adjustment and Appeals Report.
3. Board direction.

**Recommendation:**

Option # 1

**Attachment:**

1. Tallahassee-Leon County Board of Adjustment and Appeals 2020 Annual Report



## TALLAHASSEE ~ LEON COUNTY BOARD OF ADJUSTMENT AND APPEALS (BOAA)



## 2020 ANNUAL REPORT

*Leon County Department of Development Support and  
Environmental Management*

Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300  
<http://www.leoncountyfl.gov>

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** January 9, 2020  
**Case No:** BOAA 20-001  
**Applicant/Property Owner:** Brian Poggie  
**Parcel Identification #(s):** 41-16-61-000-013-0

**Request:** The property owner requested a variance to Section 10-6.802(c)(1) of the Land Development Code (LDC), which prohibits locating swimming pools in a front yard. The property owner requested to relax the location requirement to allow for pool placement in the front yard.

**Case Comments:** According to Geographic Information Systems (GIS) data, the rear yard of the property is encumbered by significant and severe grades which are considered conservation and preservation areas. Pursuant to Section 10-4.202 of the LDC, no development or alterations shall be made in areas identified as conservation or preservation areas. Additionally, the home is currently setback approximately 30 feet from the northern side property line and approximately 3 feet from the southern side property line which would make placement of a swimming pool in either side yard infeasible.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed fourteen (14) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff received one (1) response from a neighboring property owner in opposition of the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed four (4) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** May 14, 2020  
**Case No:** BOAA 20-002  
**Applicant/Property Owner:** Brenda and Mark Posthumus  
**Parcel Identification #(s):** 14-27-08-000-0160

**Request:** The property owners requested a variance to Section 10-6.802(a)(2) of the LDC to allow relaxation of the required minimum side setback requirement for accessory structures located in the front yard. The property owner requested the variance to allow for a 2-car garage to be constructed on the existing driveway.

**Case Comments:** The subject property is an irregular “pie-shape”, which compromises the feasibility to meet minimum setback requirements. The existing home is currently setback approximately 20 feet from the southern side property line and approximately 27 feet from the northern side property line which would make placement of the accessory structure in either side yard infeasible.

According to GIS data, the subject property is encumbered by several environmental constraints including, but not limited to, a waterbody (Lake Bess) and FEMA Flood Zone A, which are subject to Section 10-4.202 of the LDC. Environmental Services staff reviewed the variance request and supported the construction of the accessory structure over the existing concrete driveway.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed thirty-three (33) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff received two (2) responses from neighboring property owners requesting additional information regarding the application.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed five (5) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** July 9, 2020  
**Case No:** BOAA 20-003  
**Applicant/Property Owner:** John Turner  
**Parcel Identification #(s):** 43-05-20-259-000-0

**Request:** The property owner requested a variance to Section 10-6.802(a)(2) of the LDC to allow relaxation of the required minimum front and side setbacks for accessory structures in front of the front building façade line. The property owner requested the variance to allow for a garage to be constructed in the front yard.

**Case Comments:** The existing home is currently setback approximately 25 feet from the western property line which would make placement of the accessory structure on that side infeasible. The eastern side yard is currently developed with a 39' x 24' carport, as well as a 15' x 30' structure which houses the well pump serving the property. There is also a large oak tree located between the two existing structures whose roots would be damaged should the proposed garage be located behind the front building façade line. Additionally, applying the required 30-foot side and front yard setback to the proposed garage would impede access to the existing carport and block access to the front of the existing home.

According to GIS data, the area directly behind the existing home is subject to significant grades which creates a "bowl-shaped" contour in the rear yard. Given the contour of the land, the front yard would be a more suitable location for the proposed garage.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed eleven (11) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. There were no responses in regard to the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed six (6) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** July 9, 2020  
**Case No:** BOAA 20-004  
**Applicant/Property Owner:** William and Dorene Baker  
**Parcel Identification #(s):** 17-33-11-0000-009-0

**Case Comments:** The applicant withdrew the application.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** August 13, 2020  
**Case No:** BOAA 20-005  
**Applicant/Property Owner:** James Truslow  
**Parcel Identification #(s):** 22-30-12-000-0240

**Request:** The property owner requested a variance to Section 10-6.802(a)(2) of the LDC to allow relaxation of the required minimum front and side setbacks for accessory structures in front of the front building façade line. The property owner requested the variance to allow for a detached garage to be located in the front yard.

**Case Comments:** The property is located within the Urban Fringe (UF) zoning district, which requires a minimum lot size of 3 acres. According to Property Appraiser data, the subject property is 1.33+/- acres in size. While the property is smaller than the minimum lot size required in the UF zoning district, this parcel was created prior to adoption of the County's Subdivision Regulations in 1984 and the City/County Comprehensive Plan in 1990. In addition to the parcel being smaller than the allowable lot size, the subject property is a narrow lot (approximately 100 ft. in width), which limits the ability to locate the accessory structure within either side yard as the existing home is setback approximately 15 feet from the side property lines. Furthermore, applying the required 30 ft. setback to the accessory structure would require significant grading and removal of trees on the property. The proposed location for the accessory structure would minimize impacts to the existing conditions of the parcel and would be a more suitable location for the proposed accessory structure.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed eleven (11) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. There were no responses in regard to the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed four (4) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** August 13, 2020  
**Case No:** BOAA 20-006  
**Applicant/Property Owner:** Merritt Westbrook  
**Parcel Identification #(s):** 15-21-20-007-012-0

**Request:** The property owner requested a variance to Section 10-6.802(c)(1) of the LDC to allow relaxation of the required location for swimming pools, which prohibits swimming pools in front yards. The property owner requested the variance to allow for a pool to be located in the front yard.

**Case Comments:** The property owner's home is currently located approximately 20 feet from the eastern side property line. The home is located approximately 340 feet from the western property line; however, the septic drain field serving the home is located in this area leaving no additional room for construction of a swimming pool in either side yard.

According to GIS data, the rear yard of the subject property is encumbered by several environmental constraints including, but not limited to, FEMA Flood Zone A, wetlands, and a watercourse. These environmental features are considered conservation and preservation areas, subject to protection requirements set forth in Section 10-4.202 of the LDC. Furthermore, the only area outside of the conservation or preservation areas is in the front yard, which would be a more suitable location for the proposed swimming pool.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed thirteen (13) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. There were no responses in regard to the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed four (4) in favor to zero (0) opposed.



Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2020 Annual Report

**Date:** August 13, 2020  
**Case No:** BOAA 20-007  
**Applicant/Property Owner:** Sada Sahu - BHU Properties, LLC  
**Parcel Identification #(s):** 21-31-25- B-039-0 & 21-31-25- B-040-0

**Request:** The property owner requested a variance to Section 10-6.637 of the LDC to allow relaxation of the required minimum rear yard setback requirement for single-family attached dwellings.

**Case Comments:** The subject properties are Lot 39 and Lot 40 within the Wolf Creek Subdivision and are the last vacant properties located within the subdivision. The properties are “pie-shaped”, which limits the feasibility for the proposed dwellings to meet the required setbacks established for the subdivision. The “pie-shape” of the lot typically requires a proposed home to be located further back from the front property line in order to comply with the minimum set back requirements.

Furthermore, Environmental Services staff identified current drainage problems on the adjacent downstream property. In order to address the drainage issues, the proposed dwelling on Lot 39 was set back an additional 5 feet from the required 20 feet front setback, along with the submittal of a revised drainage plan. Consequently, since these are attached single-family dwellings, placement of the home located on Lot 40 would also be affected as a result of the entire structure being setback an additional 5 feet.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed thirty-six (36) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. There were no responses in regard to the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed four (4) in favor to zero (0) opposed.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Agenda Item #15

March 9, 2021

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

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



**Title:** Annual 2020 Supervised Pretrial Release Program Report

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Teresa Broxton, Director, Office of Intervention and Detention Alternatives James Crum, Pretrial Supervisor

### **Statement of Issue:**

As required by Florida Statutes, this item seeks Board acceptance of the 2020 Annual Supervised Pretrial Release Program Report and authorization to submit the report to the Clerk of Circuit Court and Comptroller.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the 2020 Annual Supervised Pretrial Release Program Report (Attachment #1) and authorize staff to submit the report to the Clerk of Circuit Court and Comptroller for Leon County.

## Report and Discussion

### **Background:**

As required by Florida Statutes, this item seeks Board acceptance of the 2020 Annual Supervised Pretrial Release Program Report and authorization to submit the report to the Clerk of Circuit Court and Comptroller. Section 907.43, Florida Statutes, cited as the “Citizens’ Right to Know Act,” requires Pretrial Release programs to provide an annual report to the Board of County Commissioners and the Clerk of Circuit Court and Comptroller for Leon County (Attachment #1).

The report must identify program activities, funding sources, the number of defendants assessed after arrest and the number ordered into the Pretrial Release Program by the court. Additionally, the Citizens’ Right to Know Act requires all Pretrial Release Programs to submit as a part of the report, a listing of the name and case number of each defendant that violated the terms of release by one of the following: a warrant issued for failing to appear in Court; booked into the detention facility for a new arrest; committed a technical violation of pretrial release conditions (Attachment #1).

In 2018, the Criminal Justice Data Transparency (CJDT) initiative, Chapter 2018-127 of Florida Law, was enacted establishing a framework for expanded criminal justice data collection and sharing. As a result of the new legislation, the reporting requirements under section 907.043, Florida Statutes, were amended adding the following data elements to the Citizens’ Right to Know annual report for all defendants accepted into a Pretrial Release Program: type of release (with or without bond); the number of defendants charged with dangerous crimes, nonviolent felonies, or misdemeanors only; and the number of defendants with no prior criminal conviction.

Leon County’s Supervised Pretrial Release Program is an alternative to bond for defendants who are likely to appear in court and unlikely to present a danger to the community if released. In March 2019, the Chief Judge for the Second Judicial Circuit issued Administrative Order 2019-05 (Attachment #2), and Administrative Order 2019-06 (Attachment #3) which serve as the guiding document for the Pretrial Release Program and the judiciary to ensure the consistent, objective application of criteria when considering a defendant’s eligibility and appropriate conditions for release. In addition, consistent with section 907.041(1), Florida Statutes, the new Administrative Orders provide for a presumption in favor of release without bond for any person who is granted pretrial release unless such person is charged with a dangerous crime. The table presented in the analysis below will illustrate the success of the new administrative orders as the number of defendants released without bond increased significantly in the two-year period since implementation.

Using a standard evaluation tool, the Administrative Order provides Pretrial Release program staff the authority to evaluate all persons arrested and booked into the detention facility and charged with a second-degree nonviolent felony or lesser offense. Those meeting the court-approved criteria may be released and monitored for compliance with the conditions of release by Pretrial Release staff until the case is disposed.

**Analysis:**

The following analysis summarizes the calendar year 2020 Supervised Pretrial Release Program activities between January 1 and December 31, 2020:

- A total of 6,473 arrests were booked into the Leon County Detention Facility in 2020; 2,692 (30%) fewer arrest than in 2019. The decrease in arrests is likely attributed to the effects of the Governor’s Executive Stay-at-Home Order and joint law enforcement efforts to divert individuals from arrest and incarceration during the COVID-19 Pandemic.
- Of the 1,741 interviewed, 1,480 were further evaluated for the Pretrial Release Program, in accordance with criteria outlined in the Administrative Order 2019-05. All defendants may be eligible for pretrial release during first appearance proceedings regardless of an interview (personal, demographic, and criminal history information) and evaluation being completed by Pretrial staff.
- 1,609 defendants were placed into the Supervised Pretrial Release Program prior to or during first appearance hearings. There were 268, or 14%, fewer defendants released to the Program than in 2019 which is consistent with the decrease in arrests related to the COVID-19 Pandemic.
- Of the 1,609 accepted into the Supervised Pretrial Release Program;
  - 65% or 1,044 of the supervised defendants had no violations, were still enrolled, or had completed the program as of the end of the calendar year.
  - 35% or 565 of the supervised defendants violated the pretrial release conditions. Of the total violated:
    - 22% were for technical reasons such as failing to abstain from or testing positive for illegal drugs or alcohol or failing to adhere to curfew.
    - 8% committed a new law offense.
    - 5% failed to appear for a court hearing.
  - 68% or 1,097 of the supervised defendants were released without posting a monetary bond.

As previously stated, in March 2019, Administrative Orders (AO) 2019-05 (Attachment #2) and 2019-06 (Attachment #3) were implemented to reduce the number of nonviolent offenders who remained in custody due to an inability to post bond. Table #1 compares the number of individuals released from incarceration without bond before and after implementation of the new AOs. The data illustrates that the new AOs are meeting the objective and have increased the number of nonmonetary releases by more than 50% each year.

*Table #1 Comparison of Pretrial Release Activity Before and After New Administrative Orders*

	Calendar Year 2018	Calendar Year 2019	% Change from 2018 to 2019	Calendar Year 2020	% Change from 2018 to 2020
Releases without Bond	515	1174	56%	1097	53%

Upon Board approval, the 2020 Annual Supervised Pretrial Release Program Report (Attachment #1) will be submitted to the Clerk of the Circuit Court and Comptroller.

**Options:**

1. Accept the 2020 Annual Supervised Pretrial Release Program Report (Attachment #1) and authorize staff to submit the report to the Clerk of Court and Comptroller for Leon County.
2. Do not accept the 2020 Annual Supervised Pretrial Release Program Report.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. 2020 Annual Supervised Pretrial Release Program Report
2. Administrative Order 2019-05
3. Administrative Order 2019-06

*LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
SUPERVISED PRETRIAL RELEASE PROGRAM  
ANNUAL REPORT*



*January 1, 2020 – December 31, 2020*

In compliance with Section 907.043, Florida Statutes

In compliance with Section 907.043, Florida Statutes, also known as the Citizens' Right-to-Know Act, each pretrial release program must submit an annual report for the previous calendar year to the governing body and to the Clerk of the Circuit Court in the county where the pretrial release program is located. The annual report must be submitted no later than March 31<sup>st</sup> of every year. This report is submitted in compliance with the aforementioned legislation. The information requested by the statute, which is in bold letters and italicized, is included prior to each response. The statute is also attached for reference.

***4(b)1. The name, location, and funding sources of the pretrial release division, including the amount of public funds, if any, received by the pretrial release division.***

The Leon County Supervised Pretrial Division is located at 501-C Appleyard Drive, Tallahassee, Florida 32304.

Funding sources for the Supervised Pretrial Release (SPTR) Division include local general revenue totaling \$1,290,692.95.

***2. The operating and capital budget of each pretrial release program receiving public funds***

The operating budget from public funds was \$1,290,692.95; there was no capital cost associated with the program.

***3a. The percentage of the pretrial release program's total budget representing receipt of public funds***

The percentage of the pretrial release program's total budget representing receipt of public funds was 92%.

***b. The percentage of the total budget which is allocated to assisting defendants obtain release through a nonpublicly funded program.***

Revenues were not allocated to assist defendants to obtain release through a non-publicly funded program.

***c. The amount of fees paid by defendants to the pretrial release program.***

The amount of fees paid by defendants to the pretrial release program total \$159,272.50. Fees included \$40 monthly supervision. Defendants assigned additional conditions of supervision were required to pay for the service(s) unless the court waived the associated fee(s). Additional conditions of supervision may include the following: electronic monitoring through Secure Continuous Remote Alcohol Monitoring (SCRAM) unit at \$12 per day; Global Positioning Satellite (GPS) unit at \$9.00 per day; urinalysis at \$20 per test; and alco-breathalyzers at \$5 per test. These fees helped to support the programs and offset revenues expended from public funds.



**4. *The number of persons employed by the pretrial release program.***

The number of persons employed by the Division totaled 14 staff members during 2020. This included one full-time equivalent (FTE) employee funded through a grant. SPTR staff was responsible for all administrative and operations tasks.

**5. *The number of defendants interviewed and assessed for pretrial release.***

The number of defendants interviewed and assessed for pretrial release totaled 1,480.

**6. *The number of defendants recommended for pretrial release.***

In accordance with Administrative Order No. 2019-05, Uniform Bond Schedule and Pretrial Release Procedures, Second Judicial Circuit, Florida which governs SPTR operations, Program staff did not recommend defendants for pretrial release. All defendants authorized to participate in the Leon County's Supervised Pretrial Release Program were admitted through Judicial Order.

**7. *The number of defendants for whom the pretrial release program recommended against non-secured release.***

In accordance with Administrative Order No. 2019-05, Program staff did not recommend defendants against non-secured release.

**8. *The number of defendants granted non-secured release after the pretrial release program recommended non-secured release.***

In accordance with Administrative Order No. 2019-05 and as stated in number 6 above, staff did not recommend defendants for pretrial release.

**9. *The number of defendants assessed and interviewed for pretrial release who were declared indigent by the court.***

As the pretrial program is dictated by Administrative Order No. 2019-05, indigent status was not assessed at time of interview.

**10. *The number of defendants accepted into a pretrial release program who paid a surety or cash bail or bond.***

The number of defendants accepted into the pretrial release program who paid a surety or cash bail or bond totaled 512.

**11a. *The number of defendants for whom a risk assessment tool was used in determining whether the defendant should be released pending the disposition of the case.***

The number of defendants for which a risk assessment tool was utilized totaled 1,480.

**11b. The number of defendants for whom a risk assessment tool was not used.**

The number of defendants for which a risk assessment tool was not utilized totaled 261.

**12. The specific statutory citation for each criminal charge related to a defendant whose case is accepted into a pretrial release program, including, at a minimum, the number of defendants charged with dangerous crimes as defined F.S. 907.041; nonviolent felonies; or misdemeanors only.**

- a. 642 defendants were accepted into the pretrial release program with dangerous crimes as defined under F.S. 907.041;
- b. 533 defendants were accepted into the pretrial release program with non-violent felonies;
- c. 425 defendants were accepted into the pretrial release program having only misdemeanors;
- d. 9 defendants' arrests were expunged or sealed in accordance with F.S. 943.0585 and 943.059 following disposition of their case(s) and therefore, access to the offense(s) and any criminal history is no longer available.

**13. The number of defendant's accepted into a pretrial program with no prior criminal Conviction.**

The number of defendant's accepted into a pretrial program with no prior criminal conviction is 874.

**14. The name and case number of each person granted nonsecured release who:**

- a. Failed to attend a scheduled court appearance.
- b. Was issued a warrant for failing to appear.
- c. Was arrested for any offense while on release through the pretrial release program.

The attached *List of Violators* answers these questions.

**15. Any additional information deemed necessary by the governing body to assess the performance and cost efficiency of the pretrial release program.**

- a. 1,097 defendants were granted non-secured release to the Supervised Pretrial Division between January 1 and December 31, 2020.
- b. The average daily operating cost of the jail per inmate was \$86.29. The use of SPTR as an alternative, costs \$3.72 per day. The Program diverted an estimated total of 378,505 inmate days from the Leon County Detention Facility. This resulted in a daily savings of \$82.57. The total cost savings was \$31,253,157.85.

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ADDISON, ALEXUS	232241			08/24/20	
<i>Case Number</i>	<i>Charge</i>				
2018CF2802A1	FTA/ATTEMPTED SECOND DEGREE MURDER WITH A WEAPON				
AKASA, JAMES	224789			01/15/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM32A1	TRESPASSING STRUCTURE OR CONVEYANCE				
ALBERT, JIMMIE	264367		11/19/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2250A1	AGGRAVATED ASSAULT WITH FIREARM				
2020MM2095A1	BATTERY				
ALEXANDER, ZANYA	257763			08/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1202A1	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2020CF1202A2	DAMAGE PROP-CRIM MISCH OVER 200 DOLLARS UNDER 1000 DOLLARS				
AMAYO, CHRISTOPHER	260394	12/08/20			12/08/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1673A1	FTA/AGGRAVATED BATTERY (GREAT BODILY HARM)				
ANDERSON, APRIL	219559			11/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1215A1	FELONY THEFT				
2020CF1215A2	TRESPASS ON PROPERTY AFTER WARNING				
ANDERSON, DEXTER	176334		06/24/20	02/20/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM290A1	PETIT THEFT				
2020CF1628A1	FELONY THEFT				
ANDERSON, JAY	243287		08/06/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF559A1	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A2	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A3	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A4	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A5	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A6	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A7	POSSESSION OF CHILD PORNOGRAPHY				
2020CF559A8	POSSESSION OF CHILD PORNOGRAPHY				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF559A9	OBSCENE MATERIAL-POSSESS	POSS PHOTOGRAPH OF SEXUAL PERFORMANCE BY CHILD			
2020CF559A10	OBSCENE MATERIAL-POSSESS	POSS PHOTOGRAPH OF SEXUAL PERFORMANCE BY CHILD			
2020CF559A11	OBSCENE MATERIAL-POSSESS	POSS PHOTOGRAPH OF SEXUAL PERFORMANCE BY CHILD			
-----					
ANDERSON, KENNETH	235844	02/11/20		02/17/20	02/11/20
<i>Case Number</i>	<i>Charge</i>				
2019CF3791A1	BURGL UNOCCUPIED DWELLING UNARMED				
2019CF3791A2	DAMAGE PROP-CRIM MISCH 200 DOLLARS AND UNDER				
2020MM140A1	FTA/TRESPASS ON PROPERTY				
2020MM140A2	FTA/CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
-----					
ATKINS, ROBBIE	133991			10/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT561A1	DRIVING UNDER THE INFLUENCE				
2020CT561A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
-----					
AUSTIN SANTIAG, LORENZO	264384			11/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1444A1	DOMESTIC BATTERY				
2020MM1701A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
-----					
BAKER, CHRISTY	262824		02/24/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM205A1	BATTERY				
2020MM205A2	OBSTRUCTING JUSTICE HARASS WITNESS VICTIM OR INFORMANT				
-----					
BAKER, WILLIAM	138296			07/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM902A1	PUBLIC AFFRAY				
2020MM902A2	DISORDERLY INTOXICATION				
-----					
BALLARD, CHRISTOPHER	220578		09/23/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF3589A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
-----					
BARKLEY, DAVID	145539			10/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF963A1	BANK FRAUD				
2020CF963A2	CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION				
2020CF963A3	CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION				
2020CF963A4	CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF963A5		CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION			
2020CF963A6		CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION			
2020CF963A7		CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION			
2020CF963A8		CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION			
2020CF963A9		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A10		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A11		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A12		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A13		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A14		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A15		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
2020CF963A16		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A17		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A18		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A19		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A20		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A21		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A22		POSSESSION OF COUNTERFEIT PAYMENT INSTRUMENT			
2020CF963A23		GRAND THEFT - THIRD DEGREE (\$100 TO \$750 VALUE FROM DWELLING CURTILAGE)			
2020CF2212A1		WRITTEN THREATS TO KILL OR DO BODILY INJURY			
2020CF2212A3		FELONY BATTERY			
2020CF2212A4		BATTERY COMMIT DOMESTIC BATTERY BY STRANGULATION			
.....					
BARKWELL, PRESTON	261025		10/18/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2357A1	FELONY BATTERY				
2020CF2357A2	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF2694A1	POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE				
.....					
BARNES, HEATHER	264343			12/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2555A1	BATTERY ON LAW ENFORCEMENT OFFICER				
2020CF2555A2	BATTERY ON EMERGENCY MEDICAL PROVIDER				
2020CF2555A3	BATTERY ON EMERGENCY MEDICAL PROVIDER				
2020CF2555A4	BATTERY ON EMERGENCY MEDICAL PROVIDER				
.....					
BARNES, KIERRA	262918			03/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT246A1	VOP/DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
.....					
BARROWCLOUGH, JOHN	127135		10/17/20		
<i>Case Number</i>	<i>Charge</i>				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019CT2092A1		DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
2020CT531A1		DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
2020CT531A2		ATTACHING IMPROPER LICENSE PLATE			
2020CF2422A1		FTA/AGGRAVATED ASSAULT WITH DEADLY WEAPON			
2020CF2766A1		BATTERY ON LAW ENFORCEMENT OFFICER			
2020CF2766A2		RESISTING OFFICER WITH VIOLENCE			
2020CF2766A4		RESIST OFFICER WITH VIOLENCE			
2020CF2766A5		RESIST OFFICER WITH VIOLENCE			
.....					
BASON, KEVIN	263817			06/19/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM991A1	PETIT THEFT				
.....					
BATES, JONATHAN	167803		12/15/20	02/20/20	
<i>Case Number</i>	<i>Charge</i>				
2017MM2469A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
.....					
BAXTER, PAUL	244072		01/16/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM2507A1	BATTERY				
.....					
BEANE, KRISTI	78660	11/17/20		06/12/20	11/17/20
<i>Case Number</i>	<i>Charge</i>				
2020MM901A1	FTA/PUBLIC AFFRAY				
.....					
BECKWCK, JARROD	262325	01/13/20			01/13/20
<i>Case Number</i>	<i>Charge</i>				
2019CF4178A1	FTA/FELONY BATTERY (GREAT BODILY HARM)				
2019CF4178A2	FTA/BATTERY				
.....					
BEHNKE, NORA	143338		12/23/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF3002A1	BATTERY ON PERSON 65 YOA OR OLDER				
2020CF3002A2	GRAND THEFT OF MOTOR VEHICLE				
.....					
BENECICK, ALEXANDER	257314			08/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1530A1	BURGLARY OF STRUCTURE				
.....					
BERRY-WOODS, MEAGAN	264713			10/29/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1731A1	DOMESTIC BATTERY				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
BISHOP, FRANK	263672		12/30/20		
<i>Case Number</i>	<i>Charge</i>				
2020CT724A1	DRIVING UNDER THE INFLUENCE				
2020MM2041A1	DOMESTIC BATTERY				
BLACK, JC	261295			12/02/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT1861A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2019CT1861A2	FAILURE TO REGISTER MOTOR VEHICLE				
2019CT1861A3	PETIT THEFT				
BLACKMON, SHAUNTIA	262823		07/30/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF283A1	DOMESTIC BATTERY BY STRANGULATION				
2020CF283A2	BATTERY				
BLANCHARD, ALLEN	240364		08/12/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM1248A1	TRESPASS ON PROPERTY AFTER WARNING				
2020MM1325A1	PETIT THEFT				
2020MM1402A1	PETIT THEFT				
2020CF2439A1	FELONY THEFT				
BLANCO, ISAIAH	254461			07/17/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3369A1	UTTERING				
2019CF3369A2	UTTERING				
2019CF3369A3	GRAND THEFT (\$300 OR MORE)				
2019CF3369A4	USE/POSS ID OF ANOTHER PERSON WO CONSENT				
BOLTON, AIYANA	262002			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1520A1	POSSESSION OF CONTROLLED SUBSTANCE				
BORDEN, KHAYTELYNN	254391	01/28/20			01/28/20
<i>Case Number</i>	<i>Charge</i>				
2019MM2602A1	FTA/TRESPASS IN STRUCTURE				
BOUIE, TYRONNE	263673	12/15/20		06/08/20	12/15/20
<i>Case Number</i>	<i>Charge</i>				
2020MM873A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
BRADHAM, JNAE	251106		11/07/20		

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020CF2919A1		BATTERY ON LAW ENFORCEMENT OFFICER			
2020CF2919A2		DOMV/ AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL			
BRANDY, REBECCA	264874		11/13/20		
<i>Case Number Charge</i>					
2020MM1835A1		DOMESTIC BATTERY			
BRIGHT, DAKOTA	210285		12/15/20		
<i>Case Number Charge</i>					
2020MM1720A1		DOMESTIC BATTERY			
2020MM2125A1		VIOLATION OF PRETRIAL RELEASE CONDITION			
BROADWAY, TRACE	224725	01/07/20			01/07/20
<i>Case Number Charge</i>					
2019MM3218A1		FTA/PETIT THEFT			
BROWN, BRIANNA	245846		06/07/20	06/16/20	
<i>Case Number Charge</i>					
2019MM1991A1		DOMESTIC BATTERY			
2020MM1011A1		DOMESTIC BATTERY			
BROWN, PHYLLIS	169453		12/30/20		
<i>Case Number Charge</i>					
2020MM1971A1		TRESPASS ON PROPERTY AFTER WARNING			
2020CF3218A1		FELONY THEFT			
BROWN, VANESSA	173938		04/28/20		
<i>Case Number Charge</i>					
2019MM2984A1		BATTERY			
2020MM809A1		TRESPASS IN STRUCTURE			
2020MM809A2		THREATS			
2020CF2816A1		SHOPLIFTING PETIT THEFT FROM MERCHANT 2ND OFF			
2020CF2816A3		CRIMES AGAINST PERSON RESIST PROP RECOVERY RETAIL MERCHANT OR FARMER			
BRUIJN, NICHOLAS	55968			07/31/20	
<i>Case Number Charge</i>					
2020CF529A1		FELONY BATTERY			
2020CF2778A1		GRAND THEFT MORE THAN \$750 BUT LESS THAN \$5,000			
2020CF2778A2		DEFRAUDING A PAWNBROKER			
BRYAN, KEVIN	263907			07/09/20	
<i>Case Number Charge</i>					



Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020MM1056A1	DISORDERLY CONDUCT				
2020MM1056A2	BATTERY				
.....					
BRYANT, ASHLI	263319			07/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM565A1	BATTERY				
.....					
BURKE, CHARLES	261095			03/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM411A1	TRESPASS IN STRUCTURE				
.....					
BUTLER, TERRANCE	213577	02/10/20			02/10/20
<i>Case Number</i>	<i>Charge</i>				
2019CF3690A1	FTA/FELONY BATTERY				
.....					
CABRERA, JORGE	262511			05/20/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF703A1	BATTERY TOUCH OR STRIKE				
.....					
CALHOUN, TOREY	98501			06/11/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1309A1	FELONY THEFT				
.....					
CAMPBELL, ALBERT	249149	01/07/20		01/07/20	01/07/20
<i>Case Number</i>	<i>Charge</i>				
2019CF3705A1	VOP/FTA/GRAND THEFT OF MOTOR VEHICLE				
.....					
CANZ, DAVID	265207		12/23/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF3259A1	POSSESSION OF METHAMPHETAMINE				
2020MM2167A1	PETIT THEFT				
.....					
CARNLINE, JOHN	79957			07/24/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3241A1	FTA/NARCOTIC EQUIP-POSSESS AND OR USE				
2020CF873A1	POSSESSION OF WEAPON OR AMMUNITION BY CONVICTED FELON				
2020CF873A2	POSSESSION OF PARAPHERNALIA				
.....					
CARPENTER, DONALD	258696		02/17/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM53A1	TRESPASS IN STRUCTURE				
.....					
CARPENTER, DONALD	258696			07/27/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020MM1115A1	PETIT THEFT				
2020MM1115A2	TRESPASS AFTER WARNING IN STRUCTURE				
2020MM1262A1	TRESPASSING FAIL TO LEAVE PROPERTY UPON ORDER BY OWNER				
CARSON, BRENDEN	263810	12/07/20			12/07/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1454A1	FTA/BURGLARY OF CONVEYANCE				
2020CF1454A3	FTA/PETIT THEFT				
CARTER, KIMBERLEE	252060			01/27/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3249A1	BATTERY				
CARTER, LEANDREA	199857		12/20/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF3172A1	POSSESSION OF CONTROLLED SUBSTANCE				
CARTY, TARA	94930	10/26/20			10/26/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1401A1	FTA/AGGRAVATED ASSAULT WITH DEADLY WEAPON				
CASTILLO, AURELIO	264176			10/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1277A1	PETIT THEFT				
CHAMBERS, CONTRILLA	206733			03/06/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4192A1	BURGLARY UNOCCUPIED CONVEYANCE UNARMED				
2019CF4192A2	DAMAGE PROP-CRIM MISCH OVER 200 DOLLARS UNDER 1000 DOLLARS				
2019CF4192A3	DAMAGE PROP-CRIM MISCH OVER 200 DOLLARS UNDER 1000 DOLLARS				
2020MM25A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
CHAMPAGNE, JERRY	263737			09/02/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1367A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1367A2	POSSESSION OF PARAPHERNALIA				
CHANDRONNET, JESSICA	242108			07/22/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM725A1	STALKING				
CHARLSON, KEVIN	263910			09/22/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020MM1060A1	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
CHRISTIAN, RODNEY	262749		08/28/20	09/21/20	
<i>Case Number Charge</i>					
2020CF230A1	UTTERING				
2020CF230A3	UTTERING				
2020CF230A4	PETIT THEFT (VALUE GREATER THAN \$100)				
2020CF2648A1	POSSESSION OF METHAMPHETAMINE				
2020CF2648A2	POSSESSION OF PARAPHERNALIA				
CLARY, LAFELL	22595			11/04/20	
<i>Case Number Charge</i>					
2020CF2052A1	SALE COCAINE WITHIN 1,000 FEET OF CHURCH				
CLAUDIO, HERIBERTO	196333		08/06/20		
<i>Case Number Charge</i>					
2020CF1490A1	BATTERY ON PERSON 65 YOA OR OLDER				
2020CF1490A2	FELONY BATTERY				
2020CF1490A3	BATTERY 2ND OR SUBSQ OFF				
2020CF2001A1	VIOLATION OF PRETRIAL RELEASE CONDITION				
2020CF2001A2	TAMPERING WITH A WITNESS OR INFORMANT				
CLEMMONS, STEPHANIE	75034		07/21/20		
<i>Case Number Charge</i>					
2019CF3554A1	BURGLARY OF DWELLING				
2019CF3554A2	DEALING IN STOLEN PROPERTY				
2019CF3554A3	DEFRAUDING A PAWBROKER				
2019CF3554A4	GRAND THEFT 3RD DEGREE DWEL PROP 100 TO UND 300 DOLS				
2020CF1847A1	GRAND THEFT OF MOTOR VEHICLE				
COLEY, CRYSTAL	262023		03/25/20		
<i>Case Number Charge</i>					
2019MM2936A1	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2020MM671A1	TRESPASS IN OCCUPIED STRUCTURE				
COLLADO, MEAGAN	258167			09/03/20	
<i>Case Number Charge</i>					
2020CF1784A1	ASSAULT				
2020CF1784A2	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
COLLINS, TYWANNA	259634		12/31/20	06/03/20	
<i>Case Number Charge</i>					

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019MM1143A1	BATTERY				
2019MM1143A2	BATTERY				
.....					
COOK, JUSTIN	263130		06/05/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM426A1	BATTERY				
.....					
COOK, MYA	261146		10/25/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM3076A1	BATTERY				
2020MM1652A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020MM1745A1	BATTERY				
2020MM1745A3	TRESPASS ON PROPERTY AFTER WARNING				
.....					
COOK, PATRICK	263556			08/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1082A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1082A2	POSSESSION OF PARAPHERNALIA				
2020CF2463A1	GRAND THEFT OF MOTOR VEHICLE				
.....					
COOKE, ELANTE	262385			03/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3203A1	BATTERY				
.....					
COOPER, HARRY	142624		12/13/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM592A1	PETIT THEFT				
2020MM592A2	RESISTING OFFICER WITHOUT VIOLENCE				
.....					
CROSBY BROWN, TROY	169728	08/17/20		07/09/20	08/17/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1369A4	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
.....					
CUNNINGHAM, LAVONNE	264061			08/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1806A1	DOMV/AGGRAV BATTERY OFFENDR KNEW/SHOULD HAVE KNOWN VICT PREGNANT				
.....					
CURRY, PERRY	65654			08/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1421A1	AGGRAVATED BATTERY (PREGNANT VICTIM)				
.....					
CUTRIGHT, STEPHANIE	227837	12/17/20			12/17/20
<i>Case Number</i>	<i>Charge</i>				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020MM651A1		VIOLETION OF DOMESTIC VIOLENCE INJUNCTION			
2020CF2630A1		FTA/BURGLARY OF DWELLING			
2020CF2630A2		FTA/PETIT THEFT			
.....					
DAVIS, BOBBY	259537	02/19/20			02/19/20
<i>Case Number</i>		<i>Charge</i>			
2019CF1383A1		FTA/FAILURE OF SEXUAL OFFENDER TO REPORT			
2019CF3116A1		SEXUAL OFFENDERS REQUIRED TO REGISTER WITH THE DEPARTMENT (FAIL TO REPORT NAME OR RESIDENCE CHANGE)			
.....					
DAVIS, JUWON	249119			07/14/20	
<i>Case Number</i>		<i>Charge</i>			
2019MM1891A1		DOMESTIC BATTERY			
.....					
DAVIS, SIOBHAN	258939		01/27/20		
<i>Case Number</i>		<i>Charge</i>			
2019MM619A1		BATTERY			
.....					
DAY, WILLIS	264180		10/10/20		
<i>Case Number</i>		<i>Charge</i>			
2020CF2002A1		AGGRAVATED ASSAULT WITH FIREARM			
2020MM1655A1		VIOLETION OF DOMESTIC VILENCE INJUNCTION			
2020MM1655A2		CONDIT RELEASE VIOLATION			
.....					
DEADMAN, RICHARD	262883			02/25/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF352A1		CARRYING A CONCEALED FIREARM			
.....					
DEADWILDER, JERMAINE	163168			03/25/20	
<i>Case Number</i>		<i>Charge</i>			
2019MM1843A1		VOP/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)			
.....					
DEADWILDER, WILLIE	78002			12/26/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM2099A1		DOMESTIC BATTERY			
2020MM2143A1		VIOLETION OF PRETRIAL RELEASE CONDITION			
2020MM2174A1		VIOLETION OF PRETRIAL RELEASE CONDITION			
.....					
DIEMOND, HUMDIE	263655			06/02/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM840A2		TRESPASS IN STRUCTURE			
.....					
DIGGS, BERNARD	816	12/15/20		12/15/20	12/15/20

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020MM1812A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
DONALD, JIMMY	253159		10/27/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM842A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
2020MM1726A1	TRESPASS ON PROPERTY AFTER WARNING				
DONALDSON, SHAWN	255981			01/15/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT2306A1	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2019CT2306A2	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
DOYLE, KEYSHONDA	264549			10/07/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2457A1	ASSAULT				
DUCKWORTH, MERLE	264070			11/02/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1825A1	FELONY BATTERY				
DUNCAN, JAMOR	262571	09/09/20			09/09/20
<i>Case Number</i>	<i>Charge</i>				
2020MM38A1	FTA/BATTERY				
DUNN, BRIONNA	255198	02/19/20			02/19/20
<i>Case Number</i>	<i>Charge</i>				
2018MM1494A1	FTA/BATTERY				
DUPLANTIS, CRAIG	205351			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1062A1	VOP/DOMESTIC BATTERY BY STRANGULATION				
DYKES, BILLY	16543	02/18/20			02/18/20
<i>Case Number</i>	<i>Charge</i>				
2020MM75A1	FTA/PETIT THEFT				
2020MM75A2	FTA/TRESPASS ON PROPERTY AFTER WARNING				
EARL, DEONDRE	257652			06/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF807A1	TAMPERING WITH AN ELECTRONIC MONITORING DEVICE				
EASTBURN, GAGE	263511			06/17/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020MM932A1	TRESPASS IN STRUCTURE				
EDUKORE, UZEZI	262558			01/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF20A1	FLEE/ELUDE POLICE - -FAIL TO OBEY LEO ORDER TO STOP				
2020CF20A2	NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 1ST OFF				
2020CF20A3	RESIST OFFICER OBSTRUCT WO VIOLENCE				
EDWARDS, DEXTER	250868	02/26/20	05/14/20	02/12/20	02/26/20
<i>Case Number</i>	<i>Charge</i>				
2020MM162A1	FTA/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020MM891A1	CONTEMPT OF COURT VIOL INJUNCTION STALKING				
2020MM1145A1	DISORD CONDUCT AFFRAY				
EDWARDS, TODD	263229			09/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF707A1	SALE OF CONTROLLED SUBSTANCE				
ELDER, MICHAEL	261232	01/07/20			01/07/20
<i>Case Number</i>	<i>Charge</i>				
2019MM2799A1	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
2019MM2799A2	FTA/TRESPASS IN STRUCTURE				
ELIAS, NADIA	248149			10/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM878A1	DOMESTIC BATTERY				
ELLISON, JACARI	263750	11/13/20			11/13/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1392A1	FTA/BURGLARY OF DWELLING				
2020CF1392A2	FTA/GRAND THEFT - THIRD DEGREE (\$100 TO \$750 VALUE FROM DWELLING OR CURTILAGE)				
ELWOOD, LARRY	69665			03/09/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3901A1	NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 3RD OR SUBSQ OFF				
2019CT2548A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
ERVIN, THOMAS	183722	01/07/20			01/07/20
<i>Case Number</i>	<i>Charge</i>				
2019MM3216A1	FTA/PETIT THEFT 1ST DEGREE PROPERTY 100 TO UND 750 DOLS				
EXANTUS, GUERSCHOM	190975			01/23/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020MM30A1		TRESPASS ON PROPERTY AFTER WARNING			
2020MM166A1		PETIT THEFT (VALUE GREATER THAN \$100)			
2020MM187A1		PETIT THEFT 2ND OFF			
2020MM320A1		PETIT THEFT 1ST OFF			
2020MM321A1		PETIT THEFT 2ND OFF			
-----					
EXANTUS, GUERSCHOM	190975			06/03/20	
<i>Case Number Charge</i>					
2020CF1332A1		FTA/FELONY THEFT			
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EZELL, NATHAN	264841			12/17/20	
<i>Case Number Charge</i>					
2020CT1481A1		DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER			
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FAIRCLOTH, JACKIE	202372			06/02/20	
<i>Case Number Charge</i>					
2020CF1399A1		AGGRAVATED BATTERY WITH A DEADLY WEAPON			
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FALANTE, CHRISTOPHER	262186		07/17/20	02/24/20	
<i>Case Number Charge</i>					
2019CF4052A1		AGGRAVATED ASSAULT WITH DEADLY WEAPON			
2019CF4052A2		CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)			
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FENDER, LEE	262729			12/08/20	
<i>Case Number Charge</i>					
2020CF2581A1		GRAND THEFT MORE THAN \$750 BUT LESS THAN \$5,000			
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FERRELL, LYNN	112790	09/29/20			09/29/20
<i>Case Number Charge</i>					
2020MM435A1		FTA/PETIT THEFT			
2020MM435A2		FTA/RESISTING A MERCHANT			
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FLOUNERY, WILLIE	27529			09/03/20	
<i>Case Number Charge</i>					
2019CF1225A1		POSSESSION OF CONTROLLED SUBSTANCE			
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FOOTMAN, RONNIE	2407			10/16/20	
<i>Case Number Charge</i>					
2020CT643A1		DRIVING UNDER THE INFLUENCE			
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FORD, GEORGE	262997	12/14/20			12/14/20
<i>Case Number Charge</i>					



Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF440A1		FTA/FAILURE OF SEXUAL OFFENDER TO REPORT			
FRANKLIN, QUINNTINA	204832			01/30/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4224A1	POSSESSION OF CONTROLLED SUBSTANCE				
2019CF4224A2	PROSTITUTION				
FRANKLIN, SPRING	22187		06/24/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM3304A1	TRESPASS ON PROPERTY AFTER WARNING				
2020CF1104A1	FELONY BATTERY				
2020CF1104A2	TRESPASSING FAIL TO LEAVE PROPERTY UPON ORDER BY OWNER				
FRAZIER, CHARNITA	258870		01/19/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM882A1	FTA/BATTERY				
2020MM124A1	CRMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2020MM124A2	VIOLATION OF PRETRIAL RELEASE CONDITION				
FRAZIER, VIVILORIA	172972			09/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2222A1	BATTERY ON PERSON 65 YEARS OF AGE OR OLDER				
2020MM1536A1	BATTERY				
GALLON, DEONTAY	229892	11/24/20		09/22/20	11/24/20
<i>Case Number</i>	<i>Charge</i>				
2016CF3703A1	FTA/DEFRAUDING A PAWNBROKER				
2020CF2144A1	FTA/POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE				
2020CF2144A2	FTA/POSSESSION OF PARAPHERNALIA				
GALLOWAY, BATTON	24371	02/12/20		01/15/20	02/12/20
<i>Case Number</i>	<i>Charge</i>				
2019CF4177A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2019CF4177A2	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
GARBO, ANDREW	24416			05/14/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF390A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
GEE, KWANE	247792		08/15/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM892A1	PETIT THEFT				
2020MM892A2	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
GEE, QUINTIN	242792		02/04/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM20A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2020MM20A2	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
GHOSH, IHAB	101684			09/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT967A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
GILLISON, TOMIKA	75098		01/26/20		
<i>Case Number</i>	<i>Charge</i>				
2019CT1952A1	RECKLESS DRIVING 1ST OFF				
2020CT162A1	DUI UNLAW BLD ALCH DUI INFLUENCE OF ALCOHOL OR DRUGS				
2020CT162A2	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2020CT162A3	DUI-UNLAW BLD ALCH DUI DAMAGE TO PROPERTY OR PERSON OF ANOTHER				
GOLDWIRE, RIVER	258103			06/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM1945A1	BATTERY				
GRAHAM, RODNEY	263705			10/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT765A1	DRIVING UNDER THE INFLUENCE				
GRANT, ANASTASCIA	262505			02/11/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3302A1	DOMESTIC BATTERY				
GRANT, JAMES	113415			07/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1095A1	PETIT THEFT 1ST OFF				
2020CF1765A1	POSSESSION OF COCAINE				
GRANT, VICTORIA	166929			09/11/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF16A1	POSSESSION OF CONTROLLED SUBSTANCE				
GRAY, BRANDON	138647			05/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF904A1	GRAND THEFT OF MOTOR VEHICLE				
2020CF904A2	POSSESSION OF 3,4-METHYLENEDIOXYMETHAMPHETAMINE (MDMA)				
GREEN, TAMMY	191943			01/10/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2019CF4056A1	FELONY BATTERY				
2020MM33A1	VIOLATION OF PRETRIAL RELEASE CONDITION				
GRIGGS, QUINNELLA	264188			09/29/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2011A1	COCAINE-POSSESS POSSESS COCAINE				
2020MM1407A1	POSSESSION OF PARAPHERNALIA				
GRISSOM, JIMMY	263542			06/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1053A1	BURGL WITH ASSAULT OR BATTERY				
2020MM783A1	BATTERY				
GRUBBS, DEREK	71977			07/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM921A1	TRESPASS IN STRUCTURE				
GUEST, DAVID	262654			01/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM80A1	PETIT THEFT				
HALL, CHARLES	263818		06/17/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1463A1	GRAND THEFT OF MOTOR VEHICLE				
HALL, REBECCA	235531			04/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF660A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF660A2	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF660A3	POSSESSION OF PARAPHERNALIA				
HALL, SCOTT	256570		09/30/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2015A1	DOMESTIC BATTERY BY STRANGULATION				
HAMMAD, MOHAMED	263297		12/02/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM2026A1	DOMESTIC BATTERY				
HAMMER, JASON	256401			09/22/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1698A1	CRIMINAL MISCHIEF				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF1698A2	CRIMINAL MISCHIEF				
HAMPTON, LOVOYD	90971			05/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1302A1	POSSESSION OF METHAMPHETAMINE				
2020CF1302A2	POSSESSION OF PARAPHERNALIA				
2020CF1404A1	POSSESSION OF METHAMPHETAMINE				
2020CF1404A2	POSSESSION OF PARAPHERNALIA				
HARDEN, RALPH	176790			08/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1484A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2020CF1484A2	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
HARDEN, SOPHIA	213663		08/16/20	05/13/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3885A1	DOMV/DAMAGE PROP-CRIM MISCH OVER 200 DOLLARS UNDER 1000 DOLLARS				
2019CF3885A2	DOMV/AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL				
2020MM24A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2020CF1355A1	BATTERY ON LAW ENFORCEMENT OFFICER				
2020CF1355A2	ASSAULT ON LAW ENFORCEMENT OFFICER				
2020CF2100A1	BATTERY ON LAW ENFORCEMENT OFFICER				
2020CF2100A2	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF2100A3	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
HARRIS, JOSEPH	212751			02/17/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3198A1	TRESPASS ON PROPERTY AFTER WARNING				
HASTINGS, WEAVER	114355			08/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1489A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1489A2	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1489A3	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1489A4	POSSESSION OF PARAPHERNALIA				
HAWKINS, MAURICE	260870			12/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM2093A1	DOMESTIC BATTERY				
HENDERSON, THAYNIS	82078	01/07/20		03/24/20	01/07/20
<i>Case Number</i>	<i>Charge</i>				
2019CT2457A1	FTA/DRIVING UNDER THE INFLUENCE				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
HENDERSON, WILLIAM	66255			08/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM412A1	TRESPASS ON PROPERTY AFTER WARNING				
HENRY, FORREST	230823			04/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1046A1	FELONY THEFT				
HENRY, FORREST	230823			08/26/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1222A1	TRESPASS IN STRUCTURE				
HERNDON, MARK	246564			08/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1820A1	PETIT THEFT				
HERNDON, MARK	246564		11/08/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM1827A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2020MM1907A1	TRESPASS ON PROPERTY AFTER WARNING				
2020CF3049A1	FELONY THEFT				
2020CF3059A1	FELONY THEFT				
2020CF3059A2	TRESPASS IN OCCUPIED STRUCTURE				
HILL, JESSICA	263182			07/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF670A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF670A2	POSSESSION OF PARAPHERNALIA				
HOBBS, TAMMY	28860			02/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3679A1	VOP/BATTERY ON PERSON 65 YOA OR OLDER				
HODGE, TERRELL	258634			03/05/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM117A1	DOMESTIC BATTERY				
HOLDER, JUSTIN	263551	07/14/20		06/08/20	07/14/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1067A1	FTA/TRANSMISSION OF CHILD PORNOGRAPHY				
2020CF1067A2	FTA/POSESSION OF CHILD PORNOGRAPHY				
HOLLOWAY, LORRAINE	156926		03/30/20		

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2018CF1763A1	VOP/FELONY BATTERY				
2020CF676A1	POSSESSION OF CONTROLLED SUBSTANCE				
HOLMES, LISA	262812			03/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM351A1	TRESPASS ON PROPERTY AFTER WARNING				
HOLT, ANTWAN	264131		09/22/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1918A1	LARC GRAND THEFT 750 LESS THAN 5K DOLS				
2020CF2403A1	GRAND THEFT (\$750 OR MORE)				
2020MM1671A1	PETIT THEFT (VALUE GREATER THAN \$100)				
HOLTON, HAROLD	47453			07/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1174A1	FELONY BATTERY				
HOOKER, COYE	158713			11/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2701A1	POSSESSION OF CONTROLLED SUBSTANCE				
HOOVER, WAYLON	250756			04/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF509A1	BATTERY ON PERSON 65 YOA OR OLDER				
2020CF597A1	POSSESSION OF CONTROLLED SUBSTANCE				
HOPKINS, LARRY	160426			01/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF3A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2020CF3A2	FELONY BATTERY				
2020CF3A3	RESISTING OFFICER WITHOUT VIOLENCE				
HORVATH, ASHLEY	140760			12/31/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF3009A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF3009A2	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF3009A3	POSSESSION OF PARAPHERNALIA				
2020CF3009A4	DRUGS-POSSESS POSSESSION OF A CONTROLLED SUBSTANCE				
HOWLAND, THOMAS	257570			08/20/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1144A1	DOMESTIC BATTERY				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF2387A1		BATTERY ON LAW ENFORCEMENT OFFICER			
2020CF2387A2		RESISTING OFFICER WITH VIOLENCE			
2020CF2387A3		POSSESSION OF CONTROLLED SUBSTANCE			
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HUTTO, SHAWNA	264975			12/16/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF2971A1		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2986A1		DEPOSITING ITEM WITH INTENT TO DEFRAUD			
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HYDE, HENRY	262308	02/18/20		02/13/20	02/18/20
<i>Case Number</i>		<i>Charge</i>			
2019CF4160A1		VOP/FTA/BATTERY			
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ISBELL, RYAN	264391		11/05/20		
<i>Case Number</i>		<i>Charge</i>			
2020CF2286A1		OBSCENE COMMUNICATION IN STATE PERSON ELEC TRANS CHILD PORNO			
2020CF2286A2		PROMOTING SEXUAL PERFORMANCE BY A CHILD			
2020CF2286A3		PROMOTING SEXUAL PERFORMANCE BY A CHILD			
2020CF2286A4		PROMOTING SEXUAL PERFORMANCE BY A CHILD			
2020CF2286A5		PROMOTING SEXUAL PERFORMANCE BY A CHILD			
2020CF2286A6		POSSESSION OF CHILD PORNOGRAPHY			
2020CF2286A7		POSSESSION OF CHILD PORNOGRAPHY			
2020CF2286A8		POSSESSION OF CHILD PORNOGRAPHY			
2020CF2286A9		POSSESSION OF CHILD PORNOGRAPHY			
2020CF2286A10		POSSESSION OF CHILD PORNOGRAPHY			
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IVEY, THOMAS	259755			11/06/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM1457A1		FTA/TRESPASS ON PROPERTY AFTER WARNING			
2020MM1814A1		FTA/INDECENT EXPOSURE IN PUBLIC			
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JACKSON, FREMAINE	182764		11/26/20		
<i>Case Number</i>		<i>Charge</i>			
2020MM1861A1		PETIT THEFT 1ST OFF			
2020MM1981A1		TRESPASS ON PROPERTY AFTER WARNING			
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JAMES, TYRESE	263035			06/24/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM352A1		PETIT THEFT			
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JENKINS, KRISTINA	166061	02/04/20			02/04/20
<i>Case Number</i>		<i>Charge</i>			
2019CF1519A1		FTA/POSSESSION OF CONTROLLED SUBSTANCE			

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019CF1519A2	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
JENNINGS, TIMOTHY	160575		01/15/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF48A1	BURGLARY OF CONVEYANCE				
2020CF48A2	BURGLARY OF CONVEYANCE				
JOHNSON, BELTON	150260			03/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF464A1	GRAND THEFT OF MOTOR VEHICLE				
2020CF464A2	MOVING TRAFFIC VIOL KNOWINGLY DRIVE WHILE LICE SUSPENDED REVOKED				
JOHNSON, BRANDON	215552		03/30/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF320A1	FELONY FLEEING OR ATTEMPTING TO ELUDE OFFICER				
JOHNSON, RUBIN	210711			11/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1560A1	DOMESTIC BATTERY				
JONES, ANGELA	172171			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1685A1	POSSESSION OF METHAMPHETAMINE				
JONES, CASSONDRA	228622			05/12/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1109A1	FELONY BATTERY				
2020CF1109A2	CHILD ABUSE				
2020CF1109A3	CHILD ABUSE				
JONES, FRANCISKA	260884	09/15/20			09/15/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1326A1	FTA/POSSESSING A COUNTERFEIT PAYMENT INSTRUMENT				
2020CF1326A2	FTA/GRAND THEFT (\$10,000 OR MORE PROPERTY)				
JONES, ONEAL	127359		01/11/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF296A1	DOMV///SIMPLE ASSAULT INTENT THREAT TO DO VIOLENCE				
2019CF296A2	CRIMES AGAINST PERSON CORRUPT BY THREAT PUBLIC SERVANT OR FAMILY				
2019CF296A3	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2019MM389A1	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF119A1	FELONY BATTERY				



Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
JONES, ROY	259222			06/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF953A2	FELONY BATTERY				
2020CF956A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2020MM702A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020CF1014A1	FELONY BATTERY				
2020CF1014A2	CHILD ABUSE				
2020CF1014A3	CHILD ABUSE				
JORDAN, JOHNNY	229913			11/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1204A1	PETIT THEFT				
JORDAN, KIMBERLY	210288			11/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2509A1	FELONY BATTERY				
JOSEPH, IKEISHA	261928			04/15/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3781A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2019CF3781A2	AGGRAVATED CHILD ABUSE WITH DEADLY WEAPON				
2019CF3781A3	AGGRAVATED CHILD ABUSE WITH DEADLY WEAPON				
2019CF3781A4	AGGRAVATED CHILD ABUSE WITH DEADLY WEAPON				
2019CF3781A5	DOMV/AGGRAV BATTER - COMMIT AGGRAVATED BATTERY				
2019CF3781A6	DOMV/AGGRAV BATTER - COMMIT AGGRAVATED BATTERY				
JUSINO, KEVIN	191562			07/01/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1427A1	BATTERY ON LAW ENFORCEMENT OFFICER				
2020CF1427A2	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF1427A3	PETIT THEFT				
2020CF1427A4	NARCOTIC EQUIP-POSSESS AND OR USE				
KEATON, TERRANCE	252322			08/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM992A1	TRESPASS ON PROPERTY AFTER WARNING				
KEEL, SAMPSON	263811			06/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1457A1	DOMV/AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL				
2020MM1100A1	ASSAULT				
KELLY, AHMAD	261079	01/09/20			01/09/20

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number      Charge</i>					
2019CF2955A1					FTA/TRESPASS ON PROPERTY
.....					
KELLY, ALEX	109247			01/27/20	
<i>Case Number      Charge</i>					
2019MM3324A1					TRESPASSING FAIL TO LEAVE PROPERTY UPON ORDER BY OWNER
.....					
KELLY, CHAYIL	261749		10/13/20		
<i>Case Number      Charge</i>					
2020CF1493A1					BURGLARY OF STRUCTURE WHILE ARMED WITH FIREARM
2020CF1493A2					GRAND THEFT OF FIREARM
2020CF1493A3					GRAND THEFT OF FIREARM
2020CF1493A4					GRAND THEFT OF FIREARM
2020CF1493A5					GRAND THEFT OF FIREARM
2020CF1493A6					GRAND THEFT OF FIREARM
2020CF1493A7					GRAND THEFT OF FIREARM
2020CF1493A8					GRAND THEFT OF FIREARM
2020CF1493A9					GRAND THEFT OF FIREARM
2020CF1493A10					GRAND THEFT OF FIREARM
2020CF1493A11					GRAND THEFT OF FIREARM
2020CF1493A12					GRAND THEFT OF FIREARM
2020CF1493A13					GRAND THEFT OF FIREARM
2020CF1493A14					GRAND THEFT OF FIREARM
2020CF1493A15					GRAND THEFT OF FIREARM
2020CF1493A16					GRAND THEFT OF FIREARM
2020CF1493A17					GRAND THEFT OF FIREARM
2020CF1493A18					GRAND THEFT OF FIREARM
2020CF1493A19					GRAND THEFT OF FIREARM
2020CF1493A20					GRAND THEFT OF FIREARM
2020MM1742A1					BATTERY
.....					
KELLY, LEONARD	90434			03/10/20	
<i>Case Number      Charge</i>					
2019CF3945A1					FELONY THEFT
2019CF3946A1					FELONY BATTERY
2019CF3946A2					FELONY BATTERY
2019CF3947A1					FELONY THEFT
.....					
KENNEDY, TREVOR	264770			12/02/20	
<i>Case Number      Charge</i>					
2020CF2756A1					POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER
2020CF2756A2					NARCOTIC EQUIP-POSSESS AND OR USE
.....					

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
KENT, JERRI	264708	11/04/20			11/04/20
<i>Case Number</i>	<i>Charge</i>				
2020MM1727A1	FTA/BATTERY				
2020MM1727A2	FTA/POSSESSION OF PARAPHERNALIA				
KING, AARON	113518			10/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT1036A1	DRIVING UNDER THE INFLUENCE				
KING, JOSEPH	218684		11/14/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF1437A1	FTA/DEALING IN STOLEN PROPERTY				
2019CF1437A2	FTA/DEALING IN STOLEN PROPERTY				
2019CF1437A3	FTA/DEALING IN STOLEN PROPERTY				
2019CF1437A4	FTA/DEALING IN STOLEN PROPERTY				
2019CF1437A5	FTA/DEFRAUDING A PAWNBROKER				
2019CF1437A6	FTA/DEFRAUDING A PAWNBROKER				
2019CF1437A7	FTA/DEFRAUDING A PAWNBROKER				
2019CF1437A8	FTA/DEFRAUDING A PAWNBROKER				
2019CF1437A9	FTA/DEFRAUDING A PAWNBROKER				
2019CF1437A10	STOLEN PROP DEAL IN DEALING TRAFFIC STOLEN PROPERTY				
2019CF1437A11	GRAND THEFT IS \$300 OR MORE BUT LESS THAN \$5000				
KNIGHT, DEASIA	262377			02/22/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4233A1	VOP/TRESPASS ON PROPERTY				
2019CF4233A2	VOP/TRESPASS ON PROPERTY				
2019CF4233A4	BURGL TOOLS-POSSESS WITH INTENT TO USE				
LANGILLE, JOSHUA	234725			07/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM68A1	DOMESTIC BATTERY				
LAUFMAN, JOSHUA	220193		10/22/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM43A1	TRESPASS ON PROPERTY AFTER WARNING				
2020MM1782A1	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
LEAMON, RAYMOND	126088		11/02/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2784A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF2784A2	POSSESSION OF CONTROLLED SUBSTANCE				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF2784A3		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2784A4		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2924A1		TRAFFICKING IN METHAMPHETAMINE			
2020CF2924A2		SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF SCHOOL			
2020CF2924A3		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2924A4		POSSESSION OF PARAPHERNALIA			
2020CF2924A5		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2924A6		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2924A7		MAINTING PLACE WHERE CONTROLLED SUBSTANCES ARE USED			
2020CF2924A8		RESIST OFFICER OBSTRUCT WO VIOLENCE			
2020CF2924A9		NARCOTIC EQUIP-POSSESS AND OR USE			
.....					
LEDENDECKER, KEVIN	193038	11/03/20			11/03/20
<i>Case Number</i>	<i>Charge</i>				
2020CF2456A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF2456A2	FTA/POSSESSION OF PARAPHERNALIA				
.....					
LEVENS JR, CHRISTOPHER	254211			01/15/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3654A1	POSSESSION OF CONTROLLED SUBSTANCE				
2019CF3654A2	RESISTING OFFICER WITHOUT VIOLENCE				
2019CF3654A4	MARIJUANA-POSSESS WIT SELL ETC WI 200FT COLLEGE/PUB PARK SCHD I				
.....					
LEVENS, LOGAN	264067			12/17/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1815A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1815A2	DRIVING UNDER THE INFLUENCE				
2020CF1815A3	POSSESSION OF CANNABIS				
2020CF1815A4	DUI-UNLAW BLD ALCH DUI DAMAGE TO PROPERTY OR PERSON OF ANOTHER				
.....					
LEWIS, SARAH	256484		02/28/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM51A1	PETIT THEFT				
2020MM51A2	RESISTING OFFICER WITHOUT VIOLENCE				
2020MM222A1	BATTERY				
2020MM222A2	TRESPASS ON PROPERTY AFTER WARNING				
.....					
LIGHTFOOT, GREGORY	17849			09/23/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3191A1	SOLICITING PROSTITUTION				
.....					
LOMELI, MIGUEL	264609			12/10/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020CF2651A1					
2020CF2651A4					
2020MM1867A1					
2020MM1867A2					
LONG, ELANA	262034	01/29/20		01/14/20	01/29/20
<i>Case Number Charge</i>					
2019MM2943A1					
2019MM3188A1					
2019MM3188A2					
2019MM3188A3					
2019MM3205A1					
LONGORIA, ROCIO	263865			08/10/20	
<i>Case Number Charge</i>					
2020CT857A1					
LORENZO, ROSETTE	132803	01/14/20			01/14/20
<i>Case Number Charge</i>					
2018CF2847A1					
LOWE, JENNA	248386		08/03/20		
<i>Case Number Charge</i>					
2020CF1715A1					
2020CF1955A1					
LUCUS, JAMES	262815			08/26/20	
<i>Case Number Charge</i>					
2020MM198A1					
LUDKE, TERI	263310			04/27/20	
<i>Case Number Charge</i>					
2020CF798A1					
2020CF798A2					
2020CF798A3					
LUDKE, TERI	263310	11/24/20		11/02/20	11/24/20
<i>Case Number Charge</i>					
2020CF2059A1					
2020CF2059A2					
LUZARRAGA, JAVIER	112373		09/25/20		

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020CF1077A1	CRUELTY TOWARD CHILD ABUSE CHILD WITHOUT GREAT BODILY HARM				
2020MM793A1	CULPABLE NEGLIGENCE BY EXPOSING TO INJURY				
MANUEL, MATTHEW	214248			10/12/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT1730A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2020CT426A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
MANUEL, STEPHEN	144277			11/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1707A1	POSSESSION OF PARAPHERNALIA				
MAPLES, CLARENCE	237175			07/06/20	
<i>Case Number</i>	<i>Charge</i>				
2017MM3311A1	FTA/VOP/PETIT THEFT (VALUE GREATER THAN \$100)				
MARES, DYLAN	263698			06/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM890A1	BATTERY				
MARKS, JOHN	263807			07/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM988A1	BATTERY				
MARSHALL, CORY	251409			08/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1157A1	PETIT THEFT				
2020MM1157A2	GIVIING FALSE NAME OR IDENTIFICATION FO OFFICER				
MAY, LISA	256697			10/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2348A1	BURGLARY OF CONVEYANCE				
2020CF2348A2	PETIT THEFT (VALUE GREATER THAN \$100)				
2020CF2348A3	FRAUD-IMPERSON FALSE ID GIVEN TO LEO				
MCALPIN, MARYLOU	243594			02/05/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3346A1	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
MCCRORY, KARRA	262027			08/05/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4283A1	VOP/CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION (VICTIM LESS				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019CF4283A2		THAN 18 YOA OR OLDER THAN 60 YOA)			
		VOP/FRAUDULENT USE OF CREDIT CARD-MORE THAN \$100 PROPERTY WITHIN SIX MONTHS			
2019CF4283A3		VOP/GRAND THEFT (\$750 OR MORE)			
2019CF4283A4		FRAUD-IMPERSON FRAUD USE ID WO CONSENT VIC 60 YOA OR OLDER			
-----					
MCDANIEL, DE'ARMIN	262648			01/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF133A1	POSSESSION OF FIREARM BY CONVICTED FELON				
-----					
MCDONALD, BERNARD	239528			06/02/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF893A1	AGGRAVATED BATTERY (PREGNANT VICTIM)				
2020MM872A1	VIOLATION OF PRETRIAL RELEASE CONDITION				
-----					
MCFADDEN, MYISHIA	255428			09/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM632A1	DOMESTIC BATTERY				
-----					
MCGEE, OSCAR	154218			09/01/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3716A1	FELONY BATTERY				
-----					
MCLEOD, GARRETT	263659			07/07/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1228A1	BURGLARY OF OCCUPIED DWELLING				
2020CF1228A2	PETIT THEFT (VALUE GREATER THAN \$100)				
-----					
MCNEALY, RANDALL	263372			04/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF858A1	BURGLARY OF CONVEYANCE WHILE ARMED WITH FIREARM				
2020CF858A2	POSSESSION OF BURGLARY TOOL				
2020CF858A3	CRIMINAL MISCHIEF				
2020CF858A4	BATTERY				
2020CF858A5	POSSESSION OF PARAPHERNALIA				
-----					
MCNEIL, ERIN	212637	01/21/20		04/23/20	01/21/20
<i>Case Number</i>	<i>Charge</i>				
2019CF381A1	FTA/GRAND THEFT				
2019CF2207A1	FTA/AGGRAVATED ASSAULT WITH FIREARM				
2019MM2099A1	FTA/BATTERY				
2019MM2099A2	FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2019MM2099A3	FTA/PETIT THEFT				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
MERCER, BRANDON	245932	02/07/20			02/07/20
<i>Case Number</i>	<i>Charge</i>				
2020CF41A1	FTA/FELONY THEFT				
MERCER, BRANDON	245932			11/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1717A1	TRESPASS IN STRUCTURE				
2020CF3058A1	CRIMINAL MISCHIEF				
2020MM2141A1	TRESPASSING FAIL TO LEAVE PROPERTY UPON ORDER BY OWNER				
MERKISON, ELIZABETH	231148			05/01/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM1579A1	BATTERY				
2019MM1579A2	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM2032A1	BATTERY				
2019MM2032A2	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM3123A1	BATTERY				
2019MM3123A2	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM3268A1	BATTERY				
2020MM309A1	BATTERY				
2020CF1197A1	BATTERY ON PERSON 65 YOA OR OLDER				
MESSINA, MICHAEL	206175			02/18/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3193A1	DOMESTIC BATTERY				
METHVIN, GREGORY	2188			07/01/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1349A1	FAILURE OF SEXUAL OFFENDER TO REPORT EVERY SIX MONTHS TO COUNTY SHERIFF'S OFFICE				
MILLER, MALIK	263409	12/17/20			12/17/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1306A1	FTA/ROBBERY BY SUDDEN SNATCHING				
MINTZ, ADAM	257943		04/25/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM456A1	PETIT THEFT				
2020MM786A1	PETIT THEFT				
2020MM786A2	PETIT THEFT				
2020MM786A3	TRESPASS IN OCCUPIED STRUCTURE				
2020MM786A4	TRESPASS IN OCCUPIED STRUCTURE				
2020MM786A5	RESISTING A MERCHANT				



Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020MM792A1		PETIT THEFT			
2020MM792A2		TRESPASS ON PROPERTY AFTER WARNING			
2020MM881A1		PETIT THEFT (VALUE GREATER THAN \$100)			
2020MM881A2		PETIT THEFT			
2020MM881A3		TRESPASS ON PROPERTY AFTER WARNING			
2020MM881A4		TRESPASS IN OCCUPIED CONVEYANCE			
2020MM881A5		RESISTING A MERCHANT			
2020MM881A6		RESISTING A MERCHANT			
2020MM1383A1		BATTERY			
2020MM1383A2		PETIT THEFT			
2020MM1449A1		PETIT THEFT			
2020MM1449A2		TRESPASS ON PROPERTY AFTER WARNING			
2020CF2330A1		TAMPERING WITH AN ELECTRONIC MONITORING DEVICE			
.....					
MIZELL, CLARENCE	238490			04/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF959A1	DAMAGE PROP-CRIM MISCH / OVER 200 UNDER 1000 DOLS SUBSQ OFF				
2020MM733A1	VOP/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
.....					
MIZELL, CLARENCE	238490		09/21/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2324A1	AGGRAV ASSAULT W DEADLY WEAPON WITHOUT INTENT TO KILL				
2020CF2324A2	DAMAGE PROP-CRIM MISCH \$1000 OR MORE				
2020CF2324A3	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2020CF2324A4	TRESPASSING FAIL TO LEAVE PROPERTY UPON ORDER BY OWNER				
2020CF2398A1	BATTERY 2ND OR SUBSQ OFF				
.....					
MONTAGUE, KYLE	248122			05/11/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM470A1	FTA/PETIT THEFT				
2020CF1033A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1033A2	FTA/PETIT THEFT (VALUE GREATER THAN \$100)				
.....					
MOORE, EARL	11893			09/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF343A1	POSSESSION OF CONTROLLED SUBSTANCE				
.....					
MOORE, LAYFUN	229920			05/14/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1105A1	FELONY BATTERY				
2020CF1105A2	FALSE IMPRISONMENT				
.....					
MORGAN, JODY	264769			12/30/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020CT1440A1	DRIVING UNDER THE INFLUENCE				
MORIN, DOUGLAS	263727			12/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1348A1	PASSING WORTHLESS BANK CHECK				
MORRIS, DONNELL	54841			12/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2825A1	POSSESSION OF COCAINE				
2020CF2825A2	POSSESSION OF PARAPHERNALIA				
MORTON, KAYLA	250087	02/07/20		05/14/20	02/07/20
<i>Case Number</i>	<i>Charge</i>				
2019CF1783A1	FTA/GRAND THEFT OF MOTOR VEHICLE				
2019MM2808A1	FTA/BATTERY				
MURROW, CHAD	265199			12/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF3242A1	BATTERY ON PERSON 65 YOA OR OLDER				
NASH, SUAVAE	255511	11/10/20			11/10/20
<i>Case Number</i>	<i>Charge</i>				
2020CF2292A3	FTA/GRAND THEFT OF MOTOR VEHICLE				
NEALY, DEVONDRICK	253192			02/13/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM2349A1	BATTERY				
NEELEY, ADAM	170156			09/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1450A1	PETIT THEFT				
NIPPER, MATHEW	169313			09/25/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1134A1	PETIT THEFT				
OLSON, ELANA	260873			04/15/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF2727A1	BATTERY ON PERSON 65 YOA OR OLDER				
ORANGE, JONDARIUS	261900	01/10/20			01/10/20
<i>Case Number</i>	<i>Charge</i>				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019CF3751A1		FTA/POSSESSION OF 3,4, METHYLENEDIOXYMETHAMPHETAMINE (MDMA)			
2019CF3751A2		FTA/POSSESSION OF PARAPHERNALIA			
2019CF3751A3		CARRYING CONCEALED WEAPON UNLICENSED FIREARM			
2020CF156A1		POSSESSION OF COCAINE			
2020CF156A2		POSSESSION OF CONTRABAND AT COUNTY DETENTION FACILITY			
.....					
OWENS, EDWARD	229425			04/07/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF691A2	FALSE IMPRISONMENT				
2020CF691A3	DOMESTIC BATTERY BY STRANGULATION				
2020CF967A1	ATTEMPTED BURGLARY OF OCCUPIED STRUCTURE				
2020CF967A2	MUNICIPAL ORDINANCE VIOL				
.....					
PAGE, NYZIK	252103			06/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM612A1	GIVING FALSE NAME OR IDENTIFICATION TO OFFICER				
.....					
PAISLEY, ANDREA	6230			09/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT1060A1	DRIVING UNDER THE INFLUENCE				
.....					
PALMORE, MAHOGANI	258987	02/11/20		02/11/20	02/11/20
<i>Case Number</i>	<i>Charge</i>				
2019MM660A1	FTA/BATTERY				
.....					
PAUL, TAVARIS	247552			02/06/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM1941A1	BATTERY				
2019MM1941A2	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2019MM1941A3	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM1941A4	POSSESSION OF CANNABIS				
.....					
PERKINS, JABORRIS	264374			09/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1441A1	PETIT THEFT				
.....					
PERRY, CHARLOTTE	50208			10/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM211A1	PETIT THEFT				
.....					
PERRY, REBEKAH	252701		09/09/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1452A1	BURGLARY OF STRUCTURE				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF2347A1	DEALING IN STOLEN PROPERTY				
2020CF2347A2	CONDIT RELEASE VIOLATION				
PETERSON, SYLENCIA	232737	01/13/20			01/13/20
<i>Case Number</i>	<i>Charge</i>				
2019CF3115A1	FTA/BANK FRAUD				
2019CF3115A2	FTA/GRAND THEFT OVER \$5,000 BUT LESS THAN \$10,000				
PHILLIPS, JERRY	192264		08/03/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF432A1	FAILURE OF SEXUAL OFFENDER TO REPORT				
2020CF1346A1	FAILURE OF SEXUAL OFFENDER TO REPORT				
PINMORA, ALUNYA	262660		07/30/20	08/05/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1066A1	CONTEMPT OF COURT-VIOLATION OF STALKING INJUNCTION				
2020MM1453A1	CONTEMPT OF COURT-VIOLATION OF STALKING UNJUNCTION				
PITTS, DARYL	264322			10/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1398A1	TRESPASS ON PROPERTY AFTER WARNING				
PRIEST, HALEY	254311	01/07/20			01/07/20
<i>Case Number</i>	<i>Charge</i>				
2019MM2130A1	FTA/BATTERY				
RALEY, AMANDA	195333		12/30/20		
<i>Case Number</i>	<i>Charge</i>				
2020CT875A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
2020CT875A2	REFUSAL TO SUBMIT TO D.U.I. TEST				
RALSTON, ALAN	144779	03/10/20			03/10/20
<i>Case Number</i>	<i>Charge</i>				
2019CF4363A1	FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED 3RD OR SUBQUENT				
REGAN, ROSALINDA	208689		07/21/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM1142A1	BATTERY				
2020CF1791A1	CHILD ABUSE				
2020CF1791A2	CHILD ABUSE				
2020CF1791A3	TAMPERING WITH A WITNESS OR INFORMANT				
2020CF1791A5	BATTERY				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
RHODEN, MICHAEL	264202		12/29/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2025A1	FALSE IMPRISONMENT				
2020CF2025A2	DOMESTIC BATTERY BY STRANGULATION				
2020CF2025A3	DOMESTIC BATTERY BY STRANGULATION				
2020CF2025A5	FLEONY THEFT				
2020CF2424A1	WRITTEN THREATS TO KILL OR DO BODILY INJURY				
2020CF2424A2	AGGRAVATED STALKING				
2020CF2424A3	CRIMINAL USE OF PERSONAL IDENTIFICATION				
2020CF2424A4	SEXUAL CYBERHARRASSMENT				
RHODES, GEORGE	120814			11/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2647A1	TRAFFICKING IN CONTROLLED SUBSTANCE				
2020CF2647A2	POSSESSION OF PARAPHERNALIA				
2020CF2647A3	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
2020CF2647A4	COCAINE-SELL SCHEDULE II				
RILEY, CHARNEE	239161			02/07/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF36A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF36A2	POSSESSION OF PARAPHERNALIA				
RIVERA, ROBERTO	263203	08/25/20			08/25/20
<i>Case Number</i>	<i>Charge</i>				
2020MM484A2	FTA/POSSESSION OF LEGEND DRUG WITHOUT PRESCRIPTION				
ROBERTS, KELSEY	204993			10/12/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1561A1	PETIT THEFT				
ROBINSON, DEJARIS	236903			05/22/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM879A1	DOMESTIC BATTERY				
ROBINSON, EMERALD	260187	02/12/20		01/22/20	02/12/20
<i>Case Number</i>	<i>Charge</i>				
2020CF13A1	FTA/PASSING WORTHLESS BANK CHECK				
ROBINSON, JOSHUA	228862		06/05/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1385A1	FAILURE OF SEXUAL OFFENDER TO REPORT				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020MM935A1	RESISTING OFFICER WITHOUT VIOLENCE				
ROBINSON, PATRICK	132726	01/27/20			01/27/20
<i>Case Number</i>	<i>Charge</i>				
2019CF3974A1	FTA/FELONY THEFT				
ROBINSON, TRAVIS	222332	08/13/20			08/13/20
<i>Case Number</i>	<i>Charge</i>				
2019CF1111A1	FTA/FAILURE OF SEXUAL OFFENDER TO REPORT				
ROGERS, CLARENCE	262371			01/13/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4220A1	VOP/ROBBERY BY SUDDEN SNATCHING				
ROLLINS, CASEY	196950		06/15/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM938A1	VIOLATION OF PRETRIAL RELEASE CONDITION				
ROSE, DEMETRICE	264052			10/07/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT987A1	DRIVING UNDER THE INFLUENCE				
2020CT987A2	FAILURE TO REGISTER MOTOR VEHICLE				
ROSE, KAITLYN	201906	10/05/20			10/05/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1686A1	FTA/POSSESSION OF COCAINE				
2020CF1686A2	FTA/POSSESSION OF PARAPHERNALIA				
RUSS, JAMES	167919	08/13/20			08/13/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1281A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF2794A3	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF2794A4	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2020CF2794A5	PROPERTY CRIMES POSSESS VEHICLE WITH ALTERED NUMBERS				
SALAM, MOHAMMAD	247213		09/25/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM418A1	DOMESTIC BATTERY				
2020MM803A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
SALTER, KELLIE	63097		03/10/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF3567A1	VOP/FELONY THEFT				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
SASKA, JODI	141752		04/30/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM808A1	TRESPASS ON PROPERTY AFTER WARNING				
SASS, TELLY	113299			05/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT721A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
SCOTT, BIANCA	182518			01/27/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3174A1	POSSESSION OF PARAPHERNALIA				
SCOTT, JASON	246821			04/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM381A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020MM800A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020MM1272A1	VIOLATION OF DATING VIOLENCE INFJUNCTION				
2020MM1272A2	VIOLATION OF PRETRIAL RELEASE CONDITION				
2020MM1272A3	VIOLATION OF PRETRIAL RELEASE CONDITION				
SEARCY, CURTIS	172779		10/28/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2614A1	POSSESSION OF CONTROLLED SUBSTANCE				
SHARPE, KENNY	204519			06/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF495A1	BATTERY TOUCH OR STRIKE				
2020CF495A2	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2020CF495A3	BURGL WITH ASSAULT OR BATTERY				
2020MM608A1	BATTERY				
2020MM608A2	TRESPASS IN OCCUPIED STRUCTURE				
2020MM608A3	RESISTING OFFICER WITHOUT VIOLENCE				
SHARPE, KENTA	264346			09/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2220A1	BURGLARY OF STRUCTURE				
2020CF2220A2	GRAND THEFT OF MOTOR VEHICLE				
2020CF2220A3	GRAND THEFT OF MOTOR VEHICLE				
2020CF2220A4	PETIT THEFT (VALUE GREATER THAN \$100)				
2020CF2220A5	BURGLARY OF STRUCTURE				
2020CF2220A6	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF2220A7	PETIT THEFT (VALUE GREATER THAN \$100)				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
SHARPE, ROLAND	50874			08/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1848A1	BATTERY ON LAW ENFORCEMENT OFFICER				
2020CF1848A2	CRIMINAL MISCHIEF				
2020CF1848A3	RESIST OFFICER OBSTRUCT WO VIOLENCE				
SHEAWA, ABRAM	263088	10/15/20			10/15/20
<i>Case Number</i>	<i>Charge</i>				
2020CF547A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF547A2	FTA/GRAND THEFT (\$750 OR MORE)				
SHEFFIELD, JOSHUA BLUE	100437			04/21/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF841A1	BURGLARY OF STRUCTURE				
2020CF841A2	FELONY THEFT				
SHIPLEY, RUSSELL	116774		06/07/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF659A1	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
2020CF659A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2020MM585A1	POSSESSION OF PARAPHERNALIA				
2020CF1497A1	TRAFFICKING IN METHAMPHETAMINE				
2020CF1497A2	POSSESSION OF COCAINE				
2020CF1497A3	POSSESSION OF PARAPHERNALIA				
SIMMONS, AARON	259982			12/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF3210A1	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
2020CF3210A2	NARCOTIC EQUIP-POSSESS AND OR USE				
SIMMONS, JOHN	68601			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF804A1	POSSESSION OF CONTROLLED SUBSTANCE				
SLEDGE, CARLAS	263753			06/22/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1402A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
SMITH, AARON	261183	03/03/20		08/13/20	03/03/20
<i>Case Number</i>	<i>Charge</i>				
2019MM2355A1	FTA/DOMESTIC BATTERY				
SMITH, ARRONN	252876			01/30/20	



Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2019MM3118A1					
2020CF321A1					
.....					
SMITH, DEMETRIOUS	239143		08/02/20	07/13/20	
<i>Case Number Charge</i>					
2020MM1086A1					
2020MM1086A2					
2020MM1086A3					
2020MM1086A4					
.....					
SMITH, JAMAYA	258464			02/18/20	
<i>Case Number Charge</i>					
2020CF47A1					
.....					
SMITH, JASON	118732			07/27/20	
<i>Case Number Charge</i>					
2020MM449A1					
.....					
SMITH, PHILLIP	261589		07/27/20	08/17/20	
<i>Case Number Charge</i>					
2019CF3455A1					
2019CF3455A2					
2019CF3455A3					
2020CF1892A1					
.....					
SMITH, SHABAZZ	262080	10/19/20			10/19/20
<i>Case Number Charge</i>					
2020CF1883A1					
2020CF2341A1					
2020CF2341A2					
.....					
SMITH, TONY	251455		12/23/20		
<i>Case Number Charge</i>					
2017CT2291A1					
2020HV54A1					
2020HV54A2					
2020MM2169A1					
.....					
SOREY, KEVON	196801			10/26/20	
<i>Case Number Charge</i>					
2020CF177A1					

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
STARNES, ETHAN	191186			03/06/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM1171A1	VOP/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
STEELES, GREGORY	262487			01/17/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT2641A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
STEPHENS, CATHERINE	175933	10/14/20			10/14/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1459A1	FTA/AGGRAVATED ASSAULT WITH FIREARM				
STEPHENS, NIGEL	180335			10/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1904A1	POSSESSION OF SYNTHETIC CANNABIS				
2020CF1904A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2020CF1904A3	EVIDENCE-DESTROYING ALTER DESTROY CONCEAL REMO REC DOC PHYS EVIDEN				
STEPHENS, SHANNON	113663			06/26/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1351A1	FAILURE OF SEXUAL OFFENDER TO REPORT				
STRINGER, ARIES	179594		05/12/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM2146A1	THREAT TO LEO				
2019MM2146A2	TRESPASS ON PROPERTY AFTER WARNING				
2020MM611A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
SULLIVAN, MICHAEL	263747			06/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT782A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
SWAIN, ROBIN	265136			12/31/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM2019A1	TRESPASS ON PROPERTY AFTER WARNING				
SWICEGOOD, KACEY	243740		10/07/20		
<i>Case Number</i>	<i>Charge</i>				
2020CT1204A1	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2020CT1204A2	REFUSAL TO SUBMIT TO D.U.I. TEST				
2020CT1204A3	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2020CT1204A4	RESISTING OFFICER WITHOUT VIOLENCE				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CT1204A5		REFUSAL TO ACCEPT AND SIGN SUMMONS			
2020MM1703A1		CRIMINAL MISCHIEF			
.....					
TATUM, MIRANDA	172060			11/24/20	
<i>Case Number</i>		<i>Charge</i>			
2020CT569A1		FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
2020CT569A2		FTA/DRIVING UNDER THE INFLUENCE			
.....					
TAYLOR, RESHEMA	217890			04/07/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF67A1		AGGRAVATED ASSAULT WITH FIREARM			
.....					
TERRELL, ALLEN	52150			02/18/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF188A1		VOP/POSSESSION OF CONTROLLED SUBSTANCE			
2020MM376A1		PETIT THEFT 1ST OFF			
.....					
TERRELL, RYAN	263123			08/10/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF599A1		SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH			
2020CF1885A1		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF1885A2		POSSESSION OF PARAPHENALIA			
2020CF1885A3		PETIT THEFT			
.....					
THIGPEN, JOHN	262338			04/24/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM679A1		BATTERY			
.....					
THOMAS, AKIN	263813			08/13/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM989A1		RESISTING OFFICER WITHOUT VIOLENCE			
2020MM989A2		TRESPASS IN STRUCTURE			
.....					
THOMAS, CHRISTOPHER	164131			09/09/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF279A1		POSSESSION OF CONTROLLED SUBSTANCE			
.....					
THOMAS, CHRISTOPHER	264847			12/15/20	
<i>Case Number</i>		<i>Charge</i>			
2020MM1818A1		PETIT THEFT			
.....					
THOMAS, DARRELL	84224			05/20/20	

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2019CF4282A1	FAILURE OF SEXUAL PREDATOR TO REPORT				
2019CF4282A2	FAILURE OF SEXUAL PREDATOR TO REPORT EVERY THREE MONTHS TO COUNTY SHERIFF'S OFFICE				
THOMAS, GEORGE	263039			09/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM357A1	TRESPASS ON PROPERTY AFTER WARNING				
THOMAS, JEAN	262485			02/13/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM3283A1	PETIT THEFT (VALUE GREATER THAN \$100)				
THOMPSON, FABIAN	205198			10/14/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1531A1	TRESPASS ON PROPERTY AFTER WARNING				
THOMPSON, TARA	89560			07/13/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM1582A1	BATTERY				
THROMBLEY, SAMUEL	263069		08/05/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF520A2	VOP/PETIT THEFT (VALUE GREATER THAN \$100)				
2020CF520A3	VOP/RESISTING A MERCHANT				
2020CF520A4	VOP/RESISTING OFFICER WITHOUT VIOLENCE				
TINSLEY, CONSTANCE	120123			11/01/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1451A1	POSSESSION OF A CONTROLLED SUBSTANCE				
2020MM1451A2	POSSESSION OF PARAPHERNALIA				
TODD, KELLY	249231	03/11/20			03/11/20
<i>Case Number</i>	<i>Charge</i>				
2019CF2795A1	FTA/BATTERY ON EMERGENCY MEDICAL PROVIDER				
2019CF2795A2	FTA/RESISTING OFFICER WITH VIOLENCE				
2019CF2795A3	FTA/TRESPASS ON PROPERTY AFTER WARNING				
2019CF2795A4	BATTERY ON OFFICER FIREFIGHTER EMT ETC				
TRIPLETT, JOSHUA	96781			02/12/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF2980A1	VOP/CRIMINAL USE OF PERSONAL IDENTIFICATION INFORMATION				
2019CF2980A2	VOP/GRAND THEFT (\$750 OR MORE)				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019CF2980A3	FRAUD-IMPERSON USE ID YOUNGER 18Y OR 60Y OR OLDER WO CONSENT				
2019CF2980A4	FRAUD UTTER FALSE INSTRUMENT				
2019CF2980A5	FRAUD UTTER FALSE INSTRUMENT				
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TRYMAN, CEDRIC	261140			08/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT893A1	VOP/DUI UNLAW BLD ALCH DUI INFLUENCE OF ALCOHOL OR DRUGS				
-----					
TURNER, MELISSA	175318	01/07/20		01/10/20	01/07/20
<i>Case Number</i>	<i>Charge</i>				
2019MM3042A1	FTA/POSSESSION OF PARAPHERNALIA				
2020CF723A1	POSSESSION OF METHAMPHETAMINE				
-----					
TURNER, MELISSA	249262			11/02/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2537A1	POSSESSION OF METHAMPHETAMINE				
2020CF2537A2	POSSESSION OF PARAPHERNALIA				
2020CF2963A3	POSSESSION OF PARAPHERNALIA				
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TURNER, RASHARD	250008			02/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM72A1	TRESPASS IN STRUCTURE				
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UHLAND, JULIA	185572			11/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1674A1	TRESPASS ON PROPERTY AFTER WARNING				
2020MM1674A2	PETIT THEFT				
2020MM2073A1	RESISTING OFFICER WITHOUT VIOLENCE				
2020MM2073A2	TRESPASS ON PROPERTY				
-----					
UNION, ROMELLO	262800			10/05/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF269A1	CARRYING A CONCEALED FIREARM				
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VAUTIER, ALLISON	255733	01/15/20	05/10/20		01/15/20
<i>Case Number</i>	<i>Charge</i>				
2019MM2860A1	FTA/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020MM56A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
-----					
VOTSIS, WILLIAM	217909			08/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT993A1	PUBLIC ORDER CRIMES OBSTRUCTION OF PUBLIC STREETS WO PERMIT				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
VOTSIS, WILLIAM	217909		09/24/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM1456A1	TRESPASS ON PROPERTY AFTER WARNING				
2020MM1542A1	TRESPASS ON PROPERTY AFTER WARNING				
2020MM1572A1	TRESPASS ON PROPERTY AFTER WARNING				
WALKER, CHELSEA	263089			08/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF548A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF548A3	PETIT THEFT (VALUE GREATER THAN \$100)				
WALKER, CHRISTOPHER	242885			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1107A1	LEAVING SCENE OF CRASH INVOLVING PERSONAL INJURY				
2020CF1107A2	DRIV WHILE LICE SUSPENDED REVOCATION EQUIV STATUS				
WALKER, TRAVECIA	260842			11/12/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1055A1	ACCESSORY AFTER THE FACT: FIRST DEGREE MURDER				
2020CF1055A2	ACCESSORY AFTER THE FACT: ATTEMPTED FIRST DEGREE MURDER				
2020CF1055A3	ACCESSORY AFTER THE FACT: ATTEMPTED SECOND DEGREE MURDER				
2020CF1055A4	ACCESSORY AFTER THE FACT: SHOOTING INTO A BUILDING				
WALTERS, KRISTY	137822		01/05/20	04/27/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM2827A1	ASSAULT				
2019MM2827A2	ASSAULT				
2019MM2827A3	BATTERY				
2019MM2827A4	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2020CF49A1	VOP/FELONY THEFT				
WASHINGTON, ANTHONY	162582			09/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1554A1	VOP/DOMESTIC BATTERY				
WASHINGTON, LAQUESHIA	264321			10/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2188A1	COCAINE-POSSESS POSSESS COCAINE				
2020CF2188A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2020CF2188A3	MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
2020CT1220A1	NO VALID DRIVER'S LICENSE				
WATFORD, JAMES	76742		04/25/20		

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020MM791A1	DOMESTIC BATTERY				
WATSON, DONTAY	161869			09/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1409A1	DISORDERLY CONDUCT				
WEST, ZACHARY	262056			01/15/20	
<i>Case Number</i>	<i>Charge</i>				
2019MM2966A1	ASSAULT ON LAW ENFORCEMENT OFFICER				
2019MM2966A2	TRESPASS IN STRUCTURE				
WESTBERRY, KELLY	202859	10/19/20			10/19/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1954A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1954A2	FTA/POSSESSION OF PARAPHERNALIA				
WHITAKER, LEE	256779		10/25/20		
<i>Case Number</i>	<i>Charge</i>				
2018CF3021A1	TRESPASSING STRUCTURE OR CONVEYANCE				
WHITAKER, NORRIS	21971			12/14/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1837A1	TRESPASS IN STRUCTURE				
2020MM1837A2	POSSESSION OF PARAPHERNALIA				
WHITE, RICHARD	199933	07/22/20			07/22/20
<i>Case Number</i>	<i>Charge</i>				
2019MM3222A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
WILCOXSON, DRAMETRIUS	218346	12/15/20			12/15/20
<i>Case Number</i>	<i>Charge</i>				
2020MM210A1	FTA/PETIT THEFT				
WILLIAMS, AUSTIN	241800			02/07/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT1887A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
2019CT1887A2	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
WILLIAMS, BENNIE	248046			09/15/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM820A1	RESISTING OFFICER WITHOUT VIOLENCE				

Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
WILLIAMS, DAVID	183687			01/17/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT2657A1	VOP/DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
2019CT2657A2	NO VALID DRIVER'S LICENSE				
WILLIAMS, JIM	166671		02/28/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF3558A1	SIMPLE ASSAULT				
2020CF652A1	SALE OF METHAMPHETAMINE				
2020CF652A2	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF652A3	POSSESSION OF PARAPHERNALIA				
2020CF652A4	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
2020CF652A5	DRUGS-SELL SELL METHAMPHETAMINE				
WILLIAMS, MARTALOUS	176484		08/12/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1939A1	RESISTING OFFICER WITHOUT VIOLENCE				
2020CF1939A2	POSSESSION OF CONTROLLED SUBSTANCE				
WILLIAMS, SERGIO	155875			12/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM2020A1	TRESPASS ON PROPERTY AFTER WARNING				
2020CF3162A1	PETIT THEFT THIRD OR SUBSQ OFF				
WILLIAMS, VONTRAIL	238148			03/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM312A1	VOP/DISORDERLY CONDUCT				
2020MM312A2	RESISTING OFFICER WITHOUT VIOLENCE				
2020MM312A3	DOMESTIC BATTERY				
WILLIAMS, WEBSTER	152198			09/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF2919A1	RESIST OFFICER WITH VIOLENCE				
2019CF2919A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2019MM2732A1	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM2732A2	POSSESSION OF PARAPHERNALIA				
WILSON, DAL	215539		07/10/20		
<i>Case Number</i>	<i>Charge</i>				
2020MM689A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
WOMACK, MONTAVIOUS	262804		01/30/20		



Year:2020  
 List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020CF276A3	BATTERY				
WOODS, MILTON	102404		10/08/20	10/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM331A1	BATTERY				
2020CF2692A1	SALE OF ALPHA-PYRROLIDINOVALEROPHENONE (A-PVP)				
2020CF2692A2	SALE OF ALPHA-PYRROLIDINOVALEROPHENONE (A-PVP)				
2020CF2692A3	POSSESSION OF FIREARM BY CONVICTED FELON				
2020CF2692A4	POSSESSION OF ALPHA-PYRROLIDINOVALEROPHENONE (A-PVP) WITH INTENT TO SELL				
2020CF2692A5	POSSESSION OF COCAINE				
2020CF2692A6	POSSESSION OF PARAPHERNALIA				
2020CF2692A7	DANGEROUS DRUGS KEEP SHOP OR VEHICLE ETC FOR DRUGS 1ST VIOL				
YOUNG, MARGIE	248055			05/14/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM239A1	TRESPASS ON PROPERTY AFTER WARNING				
YOUNG, MARGIE	248055		11/23/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF3010A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2020CF3010A2	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2020CF3053A1	BATTERY ON LAW ENFORCEMENT OFFICER				
2020CF3053A2	TRESPASS ON PROPERTY AFTER WARNING				
ZIMMER, DANIEL	118627			12/02/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF2745A2	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
<b>TOTALS</b>		<b>63</b>	<b>91</b>	<b>254</b>	<b>63</b>

Year:2020

Month	Interviewed		Assessed		Accepted	
	Indigent	Total	Indigent	Total	Indigent	Total
JANUARY, 2020	0	197	0	175	98	111
FEBRUARY, 2020	0	103	0	76	80	88
MARCH, 2020	0	99	0	71	112	118
APRIL, 2020	0	37	0	24	67	74
MAY, 2020	0	44	0	29	89	99
JUNE, 2020	0	40	0	27	75	84
JULY, 2020	0	122	0	98	65	69
AUGUST, 2020	0	195	0	172	77	89
SEPTEMBER, 2020	0	179	0	149	66	77
OCTOBER, 2020	0	253	0	223	86	102
NOVEMBER, 2020	0	243	0	225	92	102
DECEMBER, 2020	0	229	0	211	75	84
<b>Totals</b>	<b>0</b>	<b>1,741</b>	<b>0</b>	<b>1,480</b>	<b>982</b>	<b>1,097</b>

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ADKINS, BO	263072			10/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1437A1	DOMESTIC BATTERY				
ANDERSON, TREY	253738	02/13/20			02/13/20
<i>Case Number</i>	<i>Charge</i>				
2018CF360A1	FTA/FELONY BATTERY				
2018CF360A2	FTA/FELONY BATTERY				
2018CF360A3	FTA/FELONY BATTERY				
2018CF360A4	FTA/FELONY BATTERY				
2018CF360A5	FTA/FELONY BATTERY				
ARAUZ-ZAMBRANA, OSCAR	253391			10/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF636A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020MM438A1	NARCOTIC EQUIP-POSSESS AND OR USE				
ARMSTRONG, TAREE	217384		08/06/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1785A1	POSSESSION OF COCAINE WITH INTENT TO SELL OR DELIVER				
2020CF1785A2	NARCOTIC EQUIP-POSSESS AND OR USE				
BAKER, JAMES	212667			07/07/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1001A1	DRUGS-POSSESS CONTROLLED SUBSTANCE				
2020CF1001A2	POSSESSION OF PARAPHERNALIA				
2020CF1001A3	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
BAKER, WILLIE	67026	11/04/20		12/18/20	11/04/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1733A1	FTA/POSSESSION OF COCAINE				
BALDWIN, GREGORY	198481	03/03/20		02/21/20	03/03/20
<i>Case Number</i>	<i>Charge</i>				
2020CF43A1	FTA/POSSESSION FIREARM BY CONVICTED FELON				
2020CF43A2	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF43A3	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
BARBER, ALI	264032		09/16/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1764A1	LEWD OR LASCIVIOUS BATTERY				
2020CF1764A2	LEWD OR LASCIVIOUS BATTERY				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF1764A3		EXTORTION			
2020CF1764A4		USE 2 WAY COMM DEVICE TO FACILITATE FELONY			
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BARBER, ANGELA	264636			10/15/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF2571A2		POSSESSION OF CANNABIS			
2020CF2571A3		POSSESSION OF PARAPHERNALIA			
2020CF2571A4		GIVING FALSE NAME OR IDENTIFICATION TO OFFICER			
2020CF2571A5		NONMOVING TRAFFIC VIOL - DRIVE WITH SUSPENDED REVOKED LICENSE			
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BATTLES, NATHANIEL	106636		11/06/20		
<i>Case Number</i>		<i>Charge</i>			
2019CF4279A1		POSSESSION OF CONTROLLED SUBSTANCE			
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BENTLEY, JEREMIAH	262025			03/09/20	
<i>Case Number</i>		<i>Charge</i>			
2019CF3872A1		POSSESSION OF CONTROLLED SUBSTANCE			
2019CF3872A2		POSSESSION OF FIREARM BY CONVICTED FELON			
2019CF3872A3		GRAND THEFT (\$750 OR MORE)			
2019CF3872A4		POSSESSION OF AMMUNITION BY CONVICTED FELON			
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BLACKBURN, HEATH	260838			07/16/20	
<i>Case Number</i>		<i>Charge</i>			
2019CF2696A1		SEXUAL BATTERY WHEN VICTIM PHYSICALLY HELPLESS			
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BLODGETT, SHANE	264065			12/15/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF1812A1		BATTERY ON LAW ENFORCEMENT OFFICER			
2020CF1812A2		BATTERY			
2020CF1812A3		PETIT THEFT (VALUE GREATER THAN \$100)			
2020CF1812A4		RESISTING OFFICER WITHOUT VIOLENCE			
2020CF1812A5		BURGL OF DWELLING UNARMED NO ASSAULT OR BATT			
2020MH300A1		ORDER TO SHOW CAUSE/MARCHMAN ACT/JUDGE AIKENS			
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BORDEN, KHAYTELYNN	254391			12/01/20	
<i>Case Number</i>		<i>Charge</i>			
2019MM2602A1		FTA/TRESPASS IN STRUCTURE			
2020MM1382A1		DOMESTIC BATTERY			
2020CF3316A1		AGGRAVATED BATTERY WITH A DEADLY WEAPON			
2020CF3316A2		CONDIT RELEASE VIOLATION PRE TRIAL RELEASE COND VIOL FOR DOMEST VIOL			
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BOYD, SETH	211269			07/07/20	
<i>Case Number</i>		<i>Charge</i>			

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF878A1		BATTERY ON LAW ENFORCEMENT OFFICER			
2020CF878A2		RESIST OFFICER WITH VIOLENCE			
2020CF878A3		EVIDENCE-DESTROYING ALTER DESTROY CONCEAL REMO REC DOC PHYS EVIDEN			
2020CF878A4		RESIST OFFICER FAIL TO OBEY POLICE OR FIRE DEPARTMENT			
2020CF878A5		RESIST OFFICER FAIL TO OBEY POLICE OR FIRE DEPARTMENT			
2020CF878A6		NARCOTIC EQUIP-POSSESS AND OR USE			
-----					
BOYD, SHAWN	150371			12/25/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF2857A1		FELONY THEFT			
2020CF2857A2		ESCAPE			
2020CF2857A3		RESISTING OFFICER WITH VIOLENCE			
2020CF2857A4		BATTERY ON LAW ENFORCEMENT OFFICER			
2020CF2857A5		RESISTING OFFICER WITHOUT VIOLENCE			
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BROWN, WARDELL	220982			11/16/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF2618A1		SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHILD CARE FACILITY			
2020CF2618A2		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF2618A3		TAMPERING WITH PHYSICAL EVIDENCE			
2020CF2618A4		POSSESSION OF PARAPHERNALIA			
2020CF2618A5		DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION			
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BRUCE, BRITTANY	236728		03/30/20		
<i>Case Number</i>		<i>Charge</i>			
2020CF744A1		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF744A2		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF744A3		POSSESSION OF PARAPHERNALIA			
2020CF744A4		MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED			
2020CF744A5		AMPHETAMINE-TRAFFIC OR METHAMPHETAMINE 14 GRAMS OR OVER			
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BURGESS, MICHAEL	3475			03/25/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF427A1		SALE OF CONTROLLED SUBSTANCE			
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BUTLER, JEREMY	176732		09/23/20		
<i>Case Number</i>		<i>Charge</i>			
2020CF2161A1		BURGLARY OF STRUCTURE WHILE ARMED WITH FIREARM			
2020CF2161A2		GRAND THEFT OF FIREARM			
2020CF2161A3		PETIT THEFT			
2020CF2161A4		DEALING IN STOLEN PROPERTY			
2020CF2161A5		DEFRAUDING A PAWNBROKER			

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
CALHOUN, BRANDON	192519			07/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF791A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF791A2	FLEEING OR ATTEMPTING TO ELUDE OFFICER				
2020CF791A3	POSSESSION OF PARAPHERNALIA				
CALLOWAY, DONTAVIOUS	253266			07/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1517A1	POSSESSION OF FIREARM BY CONVICTED FELON				
2020CF1517A2	CARRYING CONCEALED WEAPON UNLICENSED FIREARM				
CAMPBELL, MARTAVIUS	263598			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1148A1	POSSESSION OF CONTROLLED SUBSTANCE				
CARR, JONATHAN	163511			10/02/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF319A1	AMPHETAMINE-TRAFFIC OR METHAMPHETAMINE 14 GRAMS OR OVER				
2020CF319A2	COCAINE-POSSESS POSSESS COCAINE				
2020CF319A3	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
2020CF319A4	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
2020CF319A5	NARCOTIC EQUIP-POSSESS AND OR USE				
CARR, JOSHUA	172682			08/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF620A1	SALE OF CONTROLLED SUBSTANCE				
2020CF620A2	SALE OF CONTROLLED SUBSTANCE				
CARTER, BYRON	114071			01/13/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT1378A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
CARTER, JESSICA	132796			11/16/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2636A1	MOVING TRAFFIC VIOL DWLSR REVOCATION EQUIV STATUS 3RD SUB VIOL				
2020CF2636A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2020CT1573A1	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2020CT1573A2	POSSESSION OF PARAPHERNALIA				
CASTLEBERRY, JAMES	264167			09/17/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1982A1	POSSESSION OF CONTROLLED SUBSTANCE				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF1982A2	RESIST OFFICER OBSTRUCT WO VIOLENCE				
CAUDLE, RACHEL	255444		08/27/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF323A1	TRAFFICKING IN CONTROLLED SUBSTANCE				
2020CF323A2	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF323A5	POSSESSION OF PARAPHERNALIA				
CHATHAM, KRISTEN	215036			03/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF318A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF318A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
CHILDRESS, PAUL	263192			07/15/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF681A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF681A2	POSSESSION OF CANNABIS				
2020CF681A3	POSSESSION OF PARAPHERNALIA				
COLLINS, PHILLIP	178563			10/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2108A1	VOP/POSSESSION OF METHAMPHETAMINE				
2020CF2108A2	VOP/DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
COOPER, JIMAIL	225002			10/22/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1616A1	BATTERY				
2020CF2739A1	DOMESTIC BATTERY BY STRANGULATION				
COPELAND, LATONYA	133578			08/14/20	
<i>Case Number</i>	<i>Charge</i>				
2018CF2907A1	VOP/AGGRAVATED BATTERY WITH A DEADLY WEAPON				
CRAWFORD, MELVIN	168263			12/31/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF719A1	SEXUAL BATTERY ON CHILD UNDER 12 YOA BY DEFENDANT 18 YOA OF OLDER				
2020CF719A2	SEX BATTERY ON CHILD UNDER 12 YOA BY DEFENDANT 18 YOA OR OLDER				
2020CF719A3	LEWD OR LASCIVIOUS MOLESTATION				
CROMARTIE, MARCHAY	263628		08/28/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1180A1	BURGLARY OF STRUCTURE WHILE ARMED WITH FIREARM				
2020CF1180A2	GRAND THEFT OF FIREARM				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF1180A3	GRAND THEFT OF FIREARM				
2020CF1180A4	GRAND THEFT OF FIREARM				
2020CF1180A5	GRAND THEFT OF FIREARM				
2020CF1180A6	GRAND THEFT OF FIREARM				
2020CF1180A7	GRAND THEFT OF FIREARM				
2020CF1180A8	GRAND THEFT OF FIREARM				
2020CF1180A9	GRAND THEFT OF FIREARM				
2020CF1180A10	GRAND THEFT OF FIREARM				
2020CF1180A11	GRAND THEFT OF FIREARM				
2020CF1180A12	GRAND THEFT OF FIREARM				
2020CF1180A13	GRAND THEFT OF FIREARM				
2020CF1180A14	GRAND THEFT OF FIREARM				
2020CF1180A15	GRAND THEFT OF FIREARM				
2020CF1180A16	GRAND THEFT OF FIREARM				
2020CF1180A17	GRAND THEFT OF FIREARM				
2020CF1180A18	GRAND THEFT OF FIREARM				
2020CF1180A19	GRAND THEFT OF FIREARM				
2020CF1180A20	GRAND THEFT OF FIREARM				
2020CF1180A21	GRAND THEFT OF FIREARM				
2020CF1180A22	GRAND THEFT OF FIREARM				
2020CF1180A23	GRAND THEFT OF FIREARM				
2020CF1180A24	GRAND THEFT OF FIREARM				
2020CF1180A25	GRAND THEFT OF FIREARM				
2020CF1180A26	GRAND THEFT OF FIREARM				
2020CF1180A27	GRAND THEFT OF FIREARM				
2020CF1180A28	GRAND THEFT OF FIREARM				
2020CF1180A29	GRAND THEFT OF FIREARM				
2020CF1180A30	GRAND THEFT OF FIREARM				
2020CF1180A31	GRAND THEFT OF FIREARM				
2020CF1180A32	GRAND THEFT OF FIREARM				
2020CF1180A33	GRAND THEFT OF FIREARM				
2020CF1180A34	GRAND THEFT OF FIREARM				
2020CF1180A35	GRAND THEFT OF FIREARM				
2020CF1180A36	GRAND THEFT OF FIREARM				
2020CF1180A37	GRAND THEFT OF FIREARM				
2020CF1180A38	GRAND THEFT OF FIREARM				
2020CF1180A39	GRAND THEFT OF FIREARM				
2020CF1180A40	GRAND THEFT OF FIREARM				
2020CF1180A41	GRAND THEFT OF FIREARM				
2020CF1180A42	GRAND THEFT OF FIREARM				
2020CF1180A43	GRAND THEFT OF FIREARM				
2020CF1180A44	GRAND THEFT OF FIREARM				
2020CF1180A45	GRAND THEFT OF FIREARM				



Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
CURRY, MARTIN	218067			06/26/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF527A1	POSSESSION OF PARAPHERNALIA				
2020CF527A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2020CF2598A1	ARMED ROBBERY WITH FIREARM				
2020CF2598A2	SEXUAL BATTERY ON CHILD OVER 12 YOA BUT UNDER 18 YOA BY DEFENDANT 18 YOA OR OLDER WITH FIREARM				
CURRY, SIMEON	262675			09/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF159A1	DOMESTIC BATTERY BY STRANGULATION				
2020CF159A3	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2020CF159A4	LARC PETIT THEFT 1ST DEGREE 100 MORE LT 750 DOLS				
DAVIS, JAMAL	252041		01/14/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF4203A1	GRAND THEFT OF MOTOR VEHICLE				
DAVIS, JUSTIN	262491	08/07/20	07/09/20		08/07/20
<i>Case Number</i>	<i>Charge</i>				
2019CF4345A4	FTA/POSSESSION OF CANNABIS				
2019CF4345A5	FTA/POSSESSION OF PARAPHERNALIA				
2019CF4345A6	FTA/NARCOTIC EQUIP-POSSESS DRUG PARAPHERNALIA ADVERTISE				
2019CF4345A7	FTA/DRUGS-POSSESS POSSESS METHAMPHETAMINE				
2019CF4345A8	FTA/CONSERVATION VIOL LEVEL 2 FWC RULE OR REG 1ST OFFENSE				
DAVIS, LLEWELLYN	161853			08/20/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1333A2	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
DAVIS, SHAMAR	134863			07/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM827A1	DOMESTIC BATTERY				
DAVIS-DIXON, KRISTIN	119624			01/09/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4066A1	VOP/SALE OF METHAMPHETAMINE				
2019CF4066A2	VOP/SALE OF METHAMPHETAMINE				
2019CF4066A3	VOP/POSSESSION OF METHAMPHETAMINE				
2019CF4066A4	POSSESSION OF PARAPHERNALIA				
2019CF4066A5	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
2020MM101A1	RESISTING OFFICER WITHOUT VIOLENCE				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
DELAPIERRE, PATRICK	116803			08/04/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1694A1	DUI ALCOHOL OR DRUGS				
2020CF1694A2	REFUSE TO SUBMIT TO DUI TEST				
2020CF1694A3	MOVING TRAFFIC VIOL DWLSR REVOCATION EQUIV STATUS 3RD SUB VIOL				
2020CT991A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
2020CT991A2	REFUSAL TO SUBMIT TO D.U.I. TEST				
2020CT991A3	MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
DEMPS, BUD	186662			10/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1044A1	BATTERY				
2021CF185A1	FELONY BATTERY				
DONALDSON, ADAM	191138			12/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT1714A1	DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER				
DURDEN, JERAME	263288			07/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF781A1	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF781A2	POSSESSION OF PARAPHERNALIA				
DUVAL, CRYSTAL	262046			05/08/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT2328A1	DRIVING UNDER THE INFLUENCE				
2020MM373A1	BATTERY				
EDENFIELD, WILLIAM	99763		10/05/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2150A1	AGGRAVATED BATTERY WITH FIREARM				
2020CF2150A2	AGGRAVATED BATTERY WITH FIREARM				
2020CF2150A3	POSSESSION OF FIREARM BY CONVICTED FELON				
2020CF2649A1	TAMPERING WITH ELECTRONIC MONITORING DEVICE				
2020CF2649A2	CONDIT RELEASE VIOLATION				
EUBANKS, TERRY DEMETRIUS	256887			11/03/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF38A1	POSSESSION OF METHAMPHETAMINE				
FOOTMAN, TYRESE	262516		06/03/20		
<i>Case Number</i>	<i>Charge</i>				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2019CF4378A1		BURGLARY OF CONVEYANCE WHILE ARMED WITH FIREARM			
2019CF4378A2		BURGLARY OF CONVEYANCE WHILE ARMED WITH FIREARM			
2019CF4378A3		BURGLARY OF CONVEYANCE WHILE ARMED WITH FIREARM			
2019CF4378A4		BURGLARY OF CONVEYANCE WHILE ARMED WITH FIREARM			
2019CF4378A5		BURGLARY OF CONVEYANCE WHILE ARMED WITH FIREARM			
2019CF4378A6		POSSESSION OF FIREARM BY A MINOR			
2019CF4378A7		CARRYING A CONCEALED FIREARM			
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FRANKLIN, KENDRA	186821			07/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF730A1	GRAND THEFT OF MOTOR VEHICLE				
2020CF730A2	POSSESSION OF PARAPHERNALIA				
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FREEMAN, ALEXANDER	195080	03/05/20		02/24/20	03/05/20
<i>Case Number</i>	<i>Charge</i>				
2020CF347A1	VOP/FTA/POSSESSION OF METHAMPHETAMINE				
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GARDNER, KENNETH	17802	10/14/20		10/06/20	10/14/20
<i>Case Number</i>	<i>Charge</i>				
2020CF484A1	FTA/POSSESSION OF CONTROLLED SUBSTANCE				
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GAVIN, KENDELL	198870	12/22/20			12/22/20
<i>Case Number</i>	<i>Charge</i>				
2020CF2968A1	FTA/TAMPERING WITH A WITNESS OR INFORMANT				
2020CF2968A2	FTA/FELONY BATTERY				
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GAY, DONOVAN	263367			08/27/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF849A1	BURGLARY OF CONVEYANCE				
2020CF849A2	PETIT THEFT (VALUE GREATER THAN \$100)				
2020CF964A1	SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
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GERMAIN, KENI	211717		11/13/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1669A1	POSSESSION OF FIREARM BY CONVICTED FELON				
2020CF1669A2	DISCHARGING FIREARM IN PUBLIC				
-----					
GILBERT, JORDAN	263289			06/26/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF783A1	FELONY BATTERY (GREAT BODILY HARM)				
2020CF783A2	POSSESSION OF COCAINE				
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GLOVER, JAMES	172987		12/14/20		

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020CF2619A1					
POSSESSION OF CONTROLLED SUBSTANCE					
.....					
GLOVER, JENNIFER	253457	10/20/20			10/20/20
<i>Case Number Charge</i>					
2019CF3594A1					
FTA/AGGRAVATED BATTERY WITH A DEADLY WEAPON					
.....					
GRIFFIN, JIBRIL	259838			10/15/20	
<i>Case Number Charge</i>					
2020CF617A1					
ARMED ROBBERY WITH FIREARM					
2020CF617A2					
RESISTING OFFICER WITHOUT VIOLENCE					
2020CF388B1					
ARMED ROBBERY WITH FIREARM					
2020CF388B2					
RESISTING OFFICER WITHOUT VIOLENCE					
.....					
GRIFFIN, RICKEY	57620	07/13/20		08/03/20	07/13/20
<i>Case Number Charge</i>					
2020CF551A1					
FTA/SALE OF COCAINE WITHIN 1,000 FEET OF CHURCH					
.....					
GRUVER, LOGAN	263157			05/21/20	
<i>Case Number Charge</i>					
2020CF639A1					
TAMPERING WITH PHYSICAL EVIDENCE					
2020CF639A2					
POSSESSION OF CONTROLLED SUBSTANCE					
.....					
GUNNESON, CHRISTOPHER	257162		05/20/20		
<i>Case Number Charge</i>					
2020CF801A1					
FELONY BATTERY					
.....					
HARRIS, KELTRIC	214789			10/08/20	
<i>Case Number Charge</i>					
2020CF2404A1					
WRITTEN THREATS TO KILL OR DO BODILY INJURY					
2020CF2404A2					
THREATS TO LAW ENFORCEMENT OFFICER					
.....					
HARRISON, GREGORY	234370			12/31/20	
<i>Case Number Charge</i>					
2020CF2731A1					
TRAFFICKING IN OXYCODONE					
.....					
HATHCOCK, MEGAN	257271			03/03/20	
<i>Case Number Charge</i>					
2020CF404A1					
POSSESSION OF TRAMADOL					
2020CF404A2					
POSSESSION OF PARAPHERNALIA					
2020CF404A3					
DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION					
.....					
HENDERSON, HENRY	30718			10/08/20	

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020CF1979A1					BURGLARY OF CONVEYANCE
.....					
HENRY, AL'LAYZA	STAR'JAE	248505		10/27/20	
<i>Case Number Charge</i>					
2020CF896A1					POSSESSION OF COCAINE
2020CF896A2					BATTERY
.....					
HERRING, TOCCARA		264811		12/15/20	
<i>Case Number Charge</i>					
2020CF2791A1					POSSESSION OF CONTROLLED SUBSTANCE
2020CF2791A2					POSSESSION OF MORE THAN 20 GRAMS CANNABIS
2020CF2791A3					POSSESSION OF FIREARM BY CONVICTED FELON
2020CF2791A4					RESISTING OFFICER WITHOUT VIOLENCE
.....					
HICKS, KIM		97177		12/15/20	
<i>Case Number Charge</i>					
2020CF2755A1					POSSESSION OF CONTROLLED SUBSTANCE
2020CF2755A2					POSSESSION OF CONTROLLED SUBSTANCE
2020CF2755A3					POSSESSION OF PARAPHERNALIA
.....					
HILL, ROBERT		262851		03/03/20	
<i>Case Number Charge</i>					
2020CF322A1					POSSESSION OF CONTROLLED SUBSTANCE
2020CF322A2					POSSESSION OF CONTROLLED SUBSTANCE
2020CF322A3					POSSESSION OF PARAPHERNALIA
.....					
HODGE, KENNETH		148720		10/20/20	
<i>Case Number Charge</i>					
2020CF671A1					BURGLARY OF OCCUPIED DWELLING
2020CF671A2					POSSESSION OF CONTROLLED SUBSTANCE
2020CF671A3					POSSESSION OF CONTROLLED SUBSTANCE
2020CF671A4					POSSESSION OF PARAPHERNALIA
2020CF671A5					RESISTING OFFICER WITHOUT VIOLENCE
2020CF671A7					LOITERING OR PROWLING
.....					
HOLMES, DAVID		175548		09/08/20	
<i>Case Number Charge</i>					
2020CF2178A1					POSSESSION OF COCAINE
2020CF2178A2					POSSESSION OF PARAPHERNALIA
2020CF2178A3					DRIVING WHILE LICENSE SUSPENDED OR REVOKED
.....					
HOLT, BRANDON		263139		08/25/20	

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2020CF612A1		GRAND THEFT OF MOTOR VEHICLE			
2020CF612A2		MOVING TRAFFIC VIOL KNOWINGLY DRIVE WHILE LICE SUSPENDED REVOKED			
2020CT510A1		TRESPASS IN CONVEYANCE			
2020CT510A2		DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
.....					
HOOKER, COYE	158713			08/04/20	
<i>Case Number Charge</i>					
2020CF1525A1		SALE OF CONTROLLED SUBSTANCE			
.....					
HUMEDA, SAMI	264380	10/19/20			10/19/20
<i>Case Number Charge</i>					
2020CF2268A1		FTA/MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS			
2020CF2268A2		FTA/NARCOTIC EQUIP-POSSESS AND OR USE			
.....					
HUNTER, EDWARD	71619	02/18/20	01/06/20		02/18/20
<i>Case Number Charge</i>					
2019CF396A1		BURGLARY OF DWELLING WITH PERSON ASSAULTED			
2019CF396A2		VIOLATION OF DOMESTIC VIOLENCE INJUNCTION			
2019CF396A3		RESISTING OFFICER WITHOUT VIOLENCE			
2019CF396A4		POSSESSION OF WEAPON OR AMMO BY CONVICTED FLORIDA FELON			
2020MM40A1		FTA/CONDIT RELEASE VIOLATION PRE TRIAL RELEASE COND VIOL FOR DOMEST VIOL			
.....					
ISAAC, DORIEN	263671		06/17/20		
<i>Case Number Charge</i>					
2020CF1248A1		BURGLARY OF STRUCTURE			
2020CF1248A2		GIVING FALSE NAME OR IDENTIFICATION TO OFFICER			
2020CF1249A1		BURGLARY OF DWELLING			
2020CF1249A2		GRAND THEFT OF MOTOR VEHICLE			
2020CF1390A1		BURGLARY OF DWELLING			
2020CF1391A1		LARC GRAND THEFT 750 LESS THAN 5K DOLS			
2020CF1391A2		BURGL OCCUPIED DWELLING STATE OF EMERGENCY			
2020CF1393A1		BURGLARY OF DWELLING			
2020CF1393A2		GRAND THEFT (\$750 OR MORE)			
2020CF1393A3		DEALING IN STOLEN PROPERTY			
.....					
JACKSON, TABBATHA	141622	03/12/20			03/12/20
<i>Case Number Charge</i>					
2020CF10A1		VOP/FTA/POSSESSION OF METHAMPHETAMINE			
2020CF10A2		FTA/DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
2020CF10A3		FTA/POSSESSION OF PARAPHERNALIA			
.....					
JONES, MICHAEL	121087		03/30/20		

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number</i>	<i>Charge</i>				
2020CF743A1	TRAFFICKING IN CONTROLLED SUBSTANCE				
2020CF743A2	POSSESSION OF PARAPHERNALIA				
2020CF743A3	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
2020MM695A1	CONDIT RELEASE VIOLATION PRE TRIAL RELEASE COND VIOL				
.....					
KARIS, TIMOTHY	263054			10/28/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT334A1	DRIVING UNDER THE INFLUENCE				
.....					
KENDRICK, CHARLES	241140			10/29/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF665A1	POSSESSION OF COCIANE				
2020CF665A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
.....					
KIMBLE, TY'REE	261352			11/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT1417A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
.....					
KNIGHT, REGINALD	151041		08/28/20		
<i>Case Number</i>	<i>Charge</i>				
2018CF1398A1	TAMPERING WITH A WITNESS OR INFORMANT				
2018CF1398A2	BURGLARY OF DWELLING WITH PERSON ASSAULTED				
2018CF1398A3	FELONY THEFT				
2018CF1398A4	TRESPASS IN OCCUPIED CONVEYANCE				
.....					
LABADIE, ABRAHAM	262796			05/15/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM180A1	PETIT THEFT				
2020MM180A2	DISORDERLY INTOXICATION				
.....					
LEDFORD, BRANDON	241408		07/09/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF310A1	LEAVING SCENE OF CRASH INVOLVING PERSONAL INJURY				
2020CF310A2	GRAND THEFT OF MOTOR VEHICLE				
2020CF310A3	LEAVING THE SCENE OF A CRASH WITH DAMAGE TO ATTENDED VEHICLE				
2020CF310A4	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
.....					
LEE, TROY	263602			10/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1154A1	TRAFFICKING IN COCAINE				
2020CF1154A2	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1154A3	DRIVING UNDER THE INFLUENCE				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF1154A4	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
LELAND, KIMBERLY	204159		03/31/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM3078A1	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2020MM285A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2020MM511A1	VIOLATION OF REPEAT VIOLENCE INJUNCTION				
2020MM559A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
LEWIS, SARAH	256484			06/24/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM1116A1	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
LINDER, ROYELMETRIUS	210242		11/05/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF452A1	SALE OR POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL WITHIN 1,000 FEET OF CHURCH				
2020CF452A2	POSSESSION OF PARAPHERNALIA				
2020CF2939A1	SALE OR POSSESSION OF CONTROLLED SUBSTANCE W/INTENT TO SELL W.IN 1000 FT OF CHURCH				
2020CF2939A3	RESIST OFFICER OBSTRUCT WO VIOLENCE				
LINDSEY, KROUN	211688			11/19/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1974A3	NO VALID DRIVER'S LICENSE				
2020CF1974A4	MARIJUANA-POSSESS POSSESS MARIJUANA OVER 20 GRAMS				
LOLLEY, JOSHUA	262766			03/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF242A1	POSSESSION OF METHAMPHETAMINE				
2020CF242A2	POSSESSION OF PARAPHERNALIA				
MANN, CHRISTOPHER	141233		11/21/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF1854A1	POSSESSION OF METHAMPHETAMINE WITH INTENT TO SELL OR DELIVER				
2020CF1854A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2020CF1854A3	POSSESSION OF PARAPHERNALIA				
MCCLURE, HUNTER	250544			04/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF351A1	CRIMINAL MISCHIEF \$1000 OR MORE				
2020CF351A2	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2020CF351A3	RESISTING OFFICER WITHOUT VIOLENCE				



Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
MCCOY, JACK	98106			08/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1668A1	FELONY DRIVING UNDER THE INFLUENCE (THIRD WITHIN 10 YEARS)				
2020CF1668A2	POSSESSION OF PARAPHERNALIA				
MCLENDON, ADAM	263051			03/20/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF504A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF504A2	POSSESSION OF CANNABIS				
2020CF504A3	POSSESSION OF PARAPHERNALIA				
MCREYNOLDS, JAMES	240066			02/07/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3834A1	POSSESSION OF CONTROLLED SUBSTANCE				
MILLER, JOHN	126491			04/13/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF286A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF286A2	NO VALID DRIVER'S LICENSE				
MOORE, JERRY	230312		11/23/20		
<i>Case Number</i>	<i>Charge</i>				
2017MM3624A1	POSSESSION OF CANNABIS				
2017MM3624A2	POSSESSION OF PARAPHERNALIA				
MOORE, WILLIE	123605			07/30/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT2038A1	VOP/DRIVING UNDER THE INFLUENCE				
2019CT2038A2	VOP/NO VALID DRIVER'S LICENSE				
2020CF100A1	FELONY BATTERY				
2020CF100A2	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2020CF100A3	PETIT THEFT (VALUE GREATER THAN \$100)				
MYERS, PAUL	236573			12/02/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1876A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF1876A2	POSSESSION OF CONTROLLED SUBSTANCE				
NEIL, AARON	261039			11/06/20	
<i>Case Number</i>	<i>Charge</i>				
2020MM941A1	BATTERY				
NORIEGA-ARISTA, JUAN	264714			11/10/20	

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number      Charge</i>					
2020CT1392A1					
DRIVING UNDER THE INFLUENCE					
OWENS, JAY	254290	06/17/20			06/17/20
<i>Case Number      Charge</i>					
2020MM288A1					
FTA/BATTERY					
PACIONE, MICHAEL	228392			09/25/20	
<i>Case Number      Charge</i>					
2020CT708A1					
DRIVING UNDER THE INFLUENCE					
PARAMORE, TORRANCE	218376	02/10/20			02/10/20
<i>Case Number      Charge</i>					
2019CF3897A1					
FTA/DOMESTIC BATTERY BY STRANGULATION					
2019CF3897A2					
FTA/FALSE IMPRISONMENT					
PARAMORE, VERNON	145971			09/18/20	
<i>Case Number      Charge</i>					
2020CF140A1					
AGGRAVATED BATTERY WITH A DEADLY WEAPON					
2020CF140A2					
BATTERY ON LAW ENFORCEMENT OFFICER					
2020CF140A3					
BATTERY ON EMERGENCY MEDICAL TECHNICIAN					
PAYNE, ANDREW	250496			08/20/20	
<i>Case Number      Charge</i>					
2020CF740A1					
SALE OF CONTROLLED SUBSTANCE					
2020CF740A2					
MAINTANING PLACE WHERE CONTROLLED SUBSTANCES ARE USED					
2020CF740A3					
POSSESSION OF PARAPHERNALIA					
2020CF740A4					
CARRYING A CONCEALED WEAPON					
2020CF740A5					
DRUGS-SELL SELL METHAMPHETAMINE					
PELT, BRIAN	104517			12/31/20	
<i>Case Number      Charge</i>					
2020CF2988A1					
DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION					
2020CF2988A2					
NARCOTIC EQUIP-POSSESS AND OR USE					
PENN, KEITH	233602		10/30/20		
<i>Case Number      Charge</i>					
2020CF2044A1					
SALE OF CONTROLLED SUBSTANCE					
2020CF2044A2					
SALE OF CONTROLLED SUBSTANCE					
2020CF2044A3					
TRAFFICKING IN CONTROLLED SUBSTANCE					
2020CF2044A4					
POSSESSION OF FIREARM BY CONVICTED FELON					
2020CF2044A5					
POSSESSION OF CONTROLLED SUBSTANCE					
2020CF2044A6					
MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED					

Year: 2020

List of Violators (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF2044A7	POSSESSION OF PARAPHERNALIA				
2020CF2044A8	POSSESSION OF WEAPON OR AMMO BY CONVICTED FLORIDA FELON				
2020CF2044A9	POSSESSION OF WEAPON OR AMMO BY CONVICTED FLORIDA FELON				
2020CF2044A10	POSSESSION OF WEAPON OR AMMO BY CONVICTED FLORIDA FELON				
2020CF2044A11	POSSESSION OF WEAPON OR AMMO BY CONVICTED FLORIDA FELON				
2020CF2044A12	POSSESSION OF WEAPON OR AMMO BY CONVICTED FLORIDA FELON				
.....					
PERKINS, SINCERE	263251			04/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF733A1	FALSE IMPRISONMENT				
2020CF733A2	TAMPERING WITH A WITNESS				
2020CF733A3	BATTERY				
2020CF733A4	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2020CF1123A1	BURGLARY OF OCCUPIED DWELLING				
2020CF1123A2	GRAND THEFT - THIRD DEGREE (\$100 TO \$750 VALUE FROM DWELLING OR CURTILAGE)				
2020CF1123A3	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
.....					
PETERSON, GARRETT	254687		04/19/20		
<i>Case Number</i>	<i>Charge</i>				
2018CF1166A1	AGGRAVATED BATTERY WITH A DEADLY WEAPON				
2018CF1166A2	FELONY FLEEING OR ATTEMPTING TO ELUDE OFFICER				
2020MM778A1	GIVING FALSE NAME OR IDENTIFICATION TO OFFICER				
2020MM778A2	TRESPASS IN STRUCTURE				
.....					
PORTER, THACKARY	144727			03/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4260A1	POSSESSION OF CONTROLLED SUBSTANCE				
.....					
POST, CARLOS	197327			01/10/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4103A1	FELONY DRIVING UNDER THE INFLUENCE				
2019CF4103A2	REFUSAL TO SUBMIT TO D.U.I. TEST				
2019CF4103A3	LEAVING THE SCENE OF A CRASH WITH DAMAGE TO ATTENDED VEHICLE				
2019CF4103A4	DUI-UNLAW BLD ALCH DUI DAMAGE TO PROPERTY OR PERSON OF ANOTHER				
2019CF4103A5	DUI-UNLAW BLD ALCH DUI DAMAGE TO PROPERTY OR PERSON OF ANOTHER				
.....					
PRICE, FORREST	233668	08/24/20		08/20/20	08/24/20
<i>Case Number</i>	<i>Charge</i>				
2020CF22A1	FTA/TRAFFICKING IN CONTROLLED SUBSTANCE				
2020CF22A2	FTA/TRAFFICKING IN CONTROLLED SUBSTANCE				
2020CF22A3	FTA/POSSESSION OF FIREARM BY CONVICTED FELON				
2020CF22A4	FTA/POSSESSION OF CONTROLLED SUBSTANCE				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF22A5	FTA/POSSESSION OF PARAPHERNALIA				
REAMS, ELMER	226339			04/09/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF742A1	VOP/SALE OF CONTROLLED SUBSTANCE				
2020CF742A2	MAINTAINING PLACE WHERE CONTROLLED SUBSTANCES ARE USED				
ROBERTS, WALTER JR	1633			06/03/20	
<i>Case Number</i>	<i>Charge</i>				
2019CT1710A1	VOP/DUI UNLAW BLD ALCH DUI INFLUENCE OF ALCOHOL OR DRUGS				
2020CF727A1	FELONY DRIVING UNDER THE INFLUENCE				
2020CF727A2	DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				
2020CF727A3	REFUSAL TO SUBMIT TO D.U.I. TEST				
RUNYAN, HALEY	264988			12/29/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2987A1	POSSESSION OF MORE THAN 20 GRAMS CANNABIS				
2020CF2987A2	POSSESSION OF PARAPHERNALIA				
2020CF2987A3	DRUGS-POSSESS CONTROLLED SUBSTANCE WITHOUT PRESCRIPTION				
RUSS, CORTAVIOUS	225129			03/18/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF37A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF37A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
SCHNEIDER, CHARLIE	263775			06/08/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1414A1	AGGRAVATED BATTERY (GREAT BODILY HARM)				
SCHNEIDER, JOHN	228009		12/27/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF3124A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF3124A2	FELONY DRIVING UNDER THE INFLUENCE (3RD WITHIN 10 YEARS)				
2020CF3124A3	DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)				
2020CF3124A5	POSSESSION OF PARAPHERNALIA				
2020CF3124A6	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
SHAW, JAMES	164809	09/16/20			09/16/20
<i>Case Number</i>	<i>Charge</i>				
2020CF1754A1	FTA/BURGLARY OF CONVEYANCE				
2020CF1754A2	FTA/PETIT THEFT				
2020MM1448A1	PETIT THEFT				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
SILLS, DAVID	262566			03/12/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT9A1	DRIVING UNDER THE INFLUENCE				
SMITH, REGINALD	50075			11/10/20	
<i>Case Number</i>	<i>Charge</i>				
2020CT1151A1	DRIVING UNDER THE INFLUENCE				
SNELL, LATORYA	172322			09/17/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF2074A1	POSSESSION OF AMPHETAMINE				
STATEN, JAVEION	232581			12/30/20	
<i>Case Number</i>	<i>Charge</i>				
2018MM3358A1	BATTERY				
2018MM3734A1	PETIT THEFT				
2019MM116A1	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM1523A1	PETIT THEFT				
2019MM1766A1	PETIT THEFT				
2019MM2065A1	RESISTING OFFICER WITHOUT VIOLENCE				
2019MM2065A2	PETIT THEFT				
2019MM2067A1	PETIT THEFT				
2020MM590A1	PETIT THEFT				
2020MM598A1	CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2020MM1174A1	PETIT THEFT				
2020MM1174A2	PETIT THEFT				
2020MM1333A1	BATTERY				
2020MM1333A2	PETIT THEFT				
2020MM1333A3	PETIT THEFT				
2020CF2119A1	CARRYING CONCEALED WEAPON UNLICENSED FIREARM				
2020CF2119A2	NARCOTIC EQUIP-POSSESS AND OR USE				
2020CF2123A1	DOMESTIC BATTERY BY STRANGULATION				
2020CF2123A2	DOMESTIC BATTERY BY STRANGULATION				
2020CF2123A3	FALSE IMPRISONMENT				
2020CF2123A4	FELONY BATTERY				
2020CF2123A5	FELONY BATTERY				
2020CF2123A6	LARC PETIT THEFT 1ST DEGREE 100 MORE LT 750 DOLS				
2020MM1427A1	PETIT THEFT				
2020MM1642A1	POSSESSION OF PARAPHERNALIA				
STEELE, HENRY	986			06/08/20	
<i>Case Number</i>	<i>Charge</i>				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2020CF855A1		DRIVING WHILE LICENSE REVOKED (HABITUAL OFFENDER)			
2020CF855A2		DRIVING UNDER THE INFLUENCE WITH BREATH ALCOHOL OF .15 OR HIGHER			
STEWART, TIFFANY	225918			06/03/20	
<i>Case Number</i>		<i>Charge</i>			
2019CF326A1		POSSESSION OF CONTROLLED SUBSTANCE			
2019CF326A2		POSSESSION OF PARAPHERNALIA			
2019CF1790A1		CHILD NEGLECT CAUSING GREAT BODILY HARM			
STUART, JASON	98335			12/15/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF1775A1		POSSESSION OF AMPHETAMINE			
THOMAS, ROBERT	45568			07/06/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF1534A1		POSSESSION OF FIREARM BY CONVICTED FELON			
2020CF1534A2		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF1534A3		DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
THOMAS, TONYA	85647			04/13/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF611A1		POSSESSION OF CONTROLLED SUBSTANCE			
2020CF611A2		POSSESSION OF PARAPHERNALIA			
2020CF611A3		"COCAINE-SELL WI 1000FT WORSHIP OR BUSN, SCH II"			
2020CF611A4		DANGEROUS DRUGS KEEP SHOP OR VEHICLE ETC FOR DRUGS 1ST VIOL			
2020CF611A5		COCAINE-POSSESS WIT SELL ETC WI 1000FT WORSHIP/BUSN SCH II			
THOMPSON, GREGORY	241436		10/31/20	11/10/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF1289A1		DOMESTIC BATTERY BY STRANGULATION			
TINSLEY, JOSHUA	248691			08/26/20	
<i>Case Number</i>		<i>Charge</i>			
2020CF1519A1		POSSESSION OF FIREARM BY CONVICTED FELON			
2020CF1519A2		POSSESSION OF PARAPHERNALIA			
2020CF1519A3		GRAND THEFT OF FIREARM			
2020CF2416A1		POSSESSION OF METHAMPHETAMINE			
TINSLEY, VONNIE	259266		03/10/20	03/10/20	03/10/20
<i>Case Number</i>		<i>Charge</i>			
2020CF198A2		VOP/FTA/POSSESSION OF CONTROLLED SUBSTANCE			
2020CF198A3		FTA/POSSESSION OF PARAPHERNALIA			

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
TOLLEFSON, PAUL	115906			07/23/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF555A1	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF555A2	POSSESSION OF PARAPHERNALIA				
2020CF555A3	RESISTING OFFICER WITHOUT VIOLENCE				
WASHINGTON, NORPHLES	211130		07/13/20		
<i>Case Number</i>	<i>Charge</i>				
2019MM222A1	VOP/CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
2019CF2943A1	TRAVELING TO MEET A MINOR				
2019CF2943A2	LEWD OR LASCIVIOUS BATTERY				
2019CF2943A3	SOLICITING A CHILD FOR UNLAWFUL SEXUAL CONDUCT USING COMPUTER SERVICE OR ELECTRONIC DEVICE				
WHITE, LEROY	181706			08/18/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF4343A1	FELONY BATTERY				
WILD, DAVID	246899			11/12/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1588A1	FELONY THEFT				
2020CF1588A2	FELONY THEFT				
2020CF1588A3	FELONY THEFT				
2020CF1588A4	FELONY THEFT				
2020CF1588A5	FELONY THEFT				
2020CF1588A6	TRESPASS ON PROPERTY AFTER WARNING				
WILKERSON, BRIAN	219845		02/13/20		
<i>Case Number</i>	<i>Charge</i>				
2019CF3351A1	VOP/FELONY BATTERY				
2020MM345A1	TRESPASSING PROPERTY NOT STRUCTURE OR CONVEY				
2020MM345A2	CONDIT RELEASE VIOLATION PRE TRIAL RELEASE COND VIOL FOR DOMEST VIOL				
WILLIAMS, DALLAS	243006			12/02/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF3749A1	POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL OR DELIVER				
2019CF3749A2	POSSESSION OF PARAPHERNALIA				
2019CF3749A3	COCAINE-POSSESS WIT SELL ETC 200FT COLLEGE/PUB PARK SCHD II				
2019CF3749A4	COCAINE-POSSESS WIT SELL ETC WI 1000FT WORSHIP/BUSN SCH II				
2019CF3749A5	COCAINE-POSSESS WITH INTENT TO SELL MFG DELIV ETC SCHEDULE II				
2019CF3749A6	COCAINE-POSSESS POSSESS COCAINE				
2020CF2432A1	POSSESSION OF CONTROLLED SUBSTANCE				

Year: 2020

List of Violaters (Bond Releases)

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
WILLIAMS, DELBERT	208784		11/02/20	09/11/20	
<i>Case Number</i>	<i>Charge</i>				
2019CF2291A1	POSSESSION OF COCAINE				
WILLIAMS, MAXWELL	205489			12/30/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF1378A1	BURGLARY OF DWELLING WITH PERSON ASSAULTED				
2020CF1378A2	PETIT THEFT (VALUE GREATER THAN \$100)				
2020CF1378A3	OBSTRUCTING JUSTICE INTIMIDATE THREATEN WITNESS VICT INFORMANT				
WILSON, VONLTAIRE	153412			10/05/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF499A1	SALE OF COCAINE				
2020CF499A2	SALE OF COCAINE				
WRIGHT, ELIZABETH	263263			05/05/20	
<i>Case Number</i>	<i>Charge</i>				
2020CF758A1	HEROIN-POSSESS WITH INTENT TO SELL MFG OR DELIVER SCHEDULE I				
2020CF758A2	DRUGS HEALTH OR SAFETY POSS HARMFUL NEW LEGEND DRUG WO PRESCRIPTION				
2020CF758A3	NARCOTIC EQUIP-POSSESS AND OR USE				
2020MM709A1	POSSESSION OF LEGEND DRUG WITHOUT PRESCRIPTION				
2020MM709A2	POSSESSION OF PARAPHERNALIA				
2020CF2012A1	VOP/POSSESSION OF CONTROLLED SUBSTANCE				
2020CF2012A2	POSSESSION OF PARAPHERNALIA				
ZELLARS, CODY	228237		11/06/20		
<i>Case Number</i>	<i>Charge</i>				
2020CF2547A1	TRAFFICKING IN COCAINE				
2020CF2947A1	POSSESSION OF FIREARM BY VIOLENT CAREER CRIMINAL				
2020CF2947A2	ESCAPE				
2020CF2947A3	POSSESSION OF CONTROLLED SUBSTANCE				
2020CF2947A4	LEAVING THE SCENE OF A CRASH WITH DAMAGE TO UNATTENDED VEHICLE				
2020CF2947A5	MOVING TRAFFIC VIOL OPERATE MOTOR VEHICLE WO VALID LICENSE				
2020CF2947A6	RECKLESS DRIVE DAMAGE PERSON OR PROPERTY				
2020CF2947A7	NARCOTIC EQUIP-POSSESS AND OR USE				
<b>TOTALS</b>		<b>17</b>	<b>32</b>	<b>108</b>	<b>17</b>



Leon County Supervised Pretrial Release Program Public Registry Activity **Summary**  
 501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #1  
 Page 75 of 75

Year: 2020

(Bond Releases)

Month	Interviewed		Assessed		Accepted	
	Indigent	Total	Indigent	Total	Indigent	Total
JANUARY, 2020	0	197	0	175	29	36
FEBRUARY, 2020	0	103	0	76	43	49
MARCH, 2020	0	99	0	71	51	57
APRIL, 2020	0	37	0	24	20	22
MAY, 2020	0	44	0	29	27	35
JUNE, 2020	0	40	0	27	27	31
JULY, 2020	0	122	0	98	33	38
AUGUST, 2020	0	195	0	172	47	58
SEPTEMBER, 2020	0	179	0	149	33	39
OCTOBER, 2020	0	253	0	223	42	52
NOVEMBER, 2020	0	243	0	225	32	39
DECEMBER, 2020	0	229	0	211	49	56
<b>Totals</b>	<b>0</b>	<b>1,741</b>	<b>0</b>	<b>1,480</b>	<b>433</b>	<b>512</b>

**IN THE SECOND JUDICIAL CIRCUIT  
OF FLORIDA**

**OFFICE OF THE CHIEF JUDGE**

**ADMINISTRATIVE ORDER 2019-05**

**IN RE: UNIFORM BOND SCHEDULE AND PRETRIAL RELEASE PROCEDURES**

**WHEREAS**, Rule 3.131 of the Florida Rules of Criminal Procedure, provides that unless charged with a capital offense or an offense punishable by life imprisonment and the proof of guilt is evident or the presumption is great, every person charged with a crime or a violation of a municipal or county ordinance shall be entitled to pretrial release on reasonable conditions. If no conditions of release can reasonably protect the community from risk of physical harm to persons, assure the presence of the accused at trial, or assure the integrity of the judicial process, the accused may be detained; and

**WHEREAS**, section 903.046, Florida Statutes, provides that the purpose of a bail determination in criminal proceedings is to ensure the appearance of the criminal defendant at subsequent proceedings and to protect the community against unreasonable danger from the criminal defendant; and

**WHEREAS**, section 903.046, Florida Statutes, also provides that in determining whether to release a defendant on bail or other conditions, and what that bail or those conditions may be, the court shall consider the nature and circumstances of the offense charged; the weight of the evidence against the defendant; the defendant's family ties, length of residence in the community, employment history, financial resources and mental conditions; the defendant's past and present conduct related to criminal history; probability of danger to the community; the source of funds to post bail; and the defendant's legal status; and

**WHEREAS**, section 903.047, Florida Statutes, also provides conditions of pretrial release; and

**WHEREAS**, there is a need for continued use of a uniform set of standards to ensure a consistent, objective basis for pretrial release and conditions of release prior to first appearance; it is therefore

**ORDERED** that:

**I. Release by Booking Officer or by Pretrial Release Officer.**

**A. Definitions.**

"Arrestee" means a person arrested by law-enforcement unless and until a charging document is filed.



“Booking Officer” means the employee of a Sheriff’s Office who receives the defendant from the arresting officer for processing after arrest.

“Pretrial Release Officer” (“PRO”) means an employee of the Leon County Supervised Pretrial Release Program to release eligible arrestees on Supervised Pretrial Release prior to first appearance before a judge. A PRO shall be on duty at the Leon County Detention Center every day, twenty-four hours per day unless excused by the chief judge. A PRO shall attend each first appearance hearing in Leon County.

The PRO is responsible to gather information, as reasonably practicable, necessary to determine whether an arrestee is eligible for release by the PRO without the delay of awaiting first appearance before a judge. The PRO is also responsible to provide information to the first appearance judge to assist in the first appearance judge’s decisions regarding release and conditions. The PRO is required to make reasonable efforts to gather the specified information and shall inform the first appearance judge if exigencies of time or resources prevented gathering of specified information.

“On view arrest” means an arrest for a crime, violation of probation, or violation of conditions of release based on a law enforcement officer’s observation of such conduct and without a warrant or summons issued by a judge.

“Assigned trial judge” or “presiding judge” means the judge of the division to which the arrestee’s case is assigned after arrest for all proceedings after first appearance.

“First appearance judge” means the judge conducting the initial hearing under Rule 3.131(b), Fla.R.Crim.P. for arrestees who are not released by the Booking Officer or PRO.

“Release on recognizance” (“ROR”) means that no conditions of release are imposed except mandatory conditions established by this administrative order or by law.

“Emergency” means circumstances presenting a significant and imminent risk of (1) personal injury to any person or the community, (2) absconding or failure of the arrestee to appear; or (3) compromise of the integrity of the judicial process such as by witness intimidation or threats, or failure or refusal to obey court orders.

## **B. Information for Pretrial Release and Detention.**

### **1. Booking Officer Gathers Identity and Criminal Justice Information.**

- a. The Booking Officer is responsible to gather identity and criminal justice information regarding each arrestee, to classify the arrestee and determine if the arrestee is eligible for release without referral for supervised pretrial release or first appearance before a judge.

- b. The Booking Officer shall provide the information gathered to the Clerk of Court for filing in the arrestee's court file and to the PRO if the arrestee is not released by the Booking Officer.
- c. The Booking Officer shall gather information, if any and as reasonably available, as to the arrestee's:
  - (1) identity including legal name, date of birth, social security number, SPN number, mobile phone number for receipt of text messages, email address and residence address;
  - (2) prior criminal record including national, state, and local arrests, charges, convictions, imprisonment in the Department of Corrections and most recent release date;
  - (3) pending prosecutions and warrants;
  - (4) probation, community control or similar supervision status.
  - (5) pretrial release status at the time of the current alleged offense or arrest;
  - (6) status as a fugitive from another state, status as subject to a warrant from another county or of the parole commission or subject of a bondsman recommit;
  - (7) status as subject to an arrest order for civil contempt of court including for non-payment of child support or cash purge;
  - (8) status as subject to the Lunsford Act -- if the arrest is for violation of probation or community control, whether a "danger to the public" hearing is required by the Lunsford Act, section 984.06(4), Florida Statutes; and
  - (9) status as required to register as a sexual offender of sexual predator.

2. PRO Gathers Information Regarding Finances, Employment and Ties to the Community.

- a. The PRO is responsible to gather specified information for each arrestee, to the extent reasonably available, except arrestees released by the booking officer.
- b. The PRO is responsible, as time and resources reasonably permit, to gather information regarding the arrestee's finances, employment and ties to the community to determine if the arrestee is eligible for pretrial release and appropriate conditions of release.
- c. The PRO shall interview each arrestee, if reasonably practicable, to gather information to determine eligibility for release. If the arrestee is not released the information will be used to assist the first appearance judge in determining release and conditions.
- d. The Booking Officer or other personnel at the detention facility shall make available to each arrestee a written document:



- (1) disclosing that the purpose of the information sought is to determine the arrestee's eligibility for release, and establish conditions of release including setting the amount of bond;
  - (2) describing the arrestee's right to counsel;
  - (3) describing the arrestee's right to appear before a judge for first appearance, talk to the first appearance judge about release, and be informed of the reasons for release decisions; and
  - (4) file a motion and have a hearing to address release, modification of conditions and to reduce or eliminate bond before the presiding trial judge.
- e. To the extent that time and resources permit, the PRO is responsible to inform each arrestee orally that the purpose of the information sought is to determine the arrestee's eligibility for release and establish conditions of release including setting the amount of bail.
- f. The PRO shall record information gathered from each arrestee on a pretrial release arrestee information form. The PRO shall make written notation if time and resources did not permit a particular inquiry, or if the arrestee refused to provide requested information.
- g. The PRO is responsible to gather information, if any, as to the arrestee's ties to the community and financial means including:
- (1) Residence address, stability and length of residence, including:
    - (a) home ownership;
    - (b) lease or rental agreement;
    - (c) living arrangement with family member or friend;
    - (c) transitional housing arrangement such as Hope House; and/or
    - (e) homeless shelter.
  - (2) Ties to the community, including:
    - (a) employment;
    - (b) enrollment in college, university or trade school;
    - (c) membership in local organizations;
    - (d) responsible adults willing to provide supervision; and/or
    - (e) trade or occupational licenses.
  - (3) Financial means including:
    - (a) salary or other income;
    - (b) ownership of real property;
    - (c) ownership of motor vehicles;
    - (d) ownership of securities;
    - (e) ownership of savings or checking accounts;



- (f) ownership of cash; and/or
  - (g) other adults willing to post bail.
3. PRO Gathers Information Regarding Protective Injunctions. The PRO is responsible to gather civil court information relevant to the arrestee's dangerousness to persons or the community and threat to the integrity of the judicial process. The PRO is responsible to gather information as to the arrestee's status as a subject of active protective injunctions and history of being a party to protective injunction cases.
  4. PRO Provides Information to Court for First Appearance.
    - a. The PRO shall provide criminal justice information gathered by the Booking Officer and the information gathered by the PRO to the first appearance judge together with the pertinent arrest documents, including the affidavit of probable cause and victim statement, if any.
    - b. The PRO shall inform the first appearance judge if the arrestee refused to provide information, or the PRO was unable to gather information.
    - c. The PRO shall inform the first appearance judge if the arrestee is eligible for bond schedule release by the Booking Officer but remains in custody for first appearance because the arrestee failed to post the applicable bond.

**C. Classification and Bond Schedule Release by the Booking Officer.**

1. The Booking Officer is responsible to classify each arrestee as eligible for:
  - a. immediate release on recognizance;
  - b. immediate release under the Bond Schedule; or
  - c. requiring further review.
2. The Booking Officer is hereby authorized to release arrestees eligible for release under the Bond Schedule without further referral to the PRO and before first appearance.
3. All arrestees classified "requiring further review" shall be referred to the PRO for consideration of eligibility for the Supervised Pretrial Release Program ("SPRP") before first appearance.

**D. Other Counties.** The Booking Officer is responsible to gather the above specified information in counties with no supervised pretrial release program authorized by administrative order.



**E. First Appearance Required (FAR): Ineligible for Release Except by Judge.**

1. FAR: Offenses. The following offenses require first appearance before a judge unless otherwise stated in a warrant issued by a judge. For purposes of eligibility for release by the Booking Officer or PRO, any attempt or conspiracy to commit a listed offense shall also be ineligible for release without a first appearance before a judge.
  - a. Capital, Life and PBL Felonies: All offenses punishable by life imprisonment including all capital felonies; life felonies and first degree felonies punishable by life.
  - b. Dangerous Crimes: All "dangerous crimes" as defined by the Legislature in section 907.041, Florida Statutes. The current list is as follows:
    - (1) Arson;
    - (2) Aggravated assault;
    - (3) Aggravated battery;
    - (4) Illegal use of explosives;
    - (5) Child abuse or aggravated child abuse;
    - (6) Abuse of an elderly person or disabled adult, or aggravated abuse of an elderly person or disabled adult;
    - (7) Aircraft piracy;
    - (8) Kidnapping;
    - (9) Homicide;
    - (10) Manslaughter;
    - (11) Sexual battery;
    - (12) Robbery;
    - (13) Carjacking;
    - (14) Lewd, lascivious, or indecent assault or act upon or in presence of a child under the age of 16 years;
    - (15) Sexual activity with a child, who is 12 years of age or older but less than 18 years of age, by or at solicitation of person in familial or custodial authority;
    - (16) Burglary of a dwelling;
    - (17) Stalking and aggravated stalking;
    - (18) Act of domestic violence as defined in section 741.28, Florida Statutes;
    - (19) Home invasion robbery;
    - (20) Act of terrorism as defined in section 775.30, Florida Statutes;
    - (21) Manufacturing any substances in violation of Chapter 893;
    - (22); Human trafficking, and
    - (23) Attempting or conspiring to commit any such crime.

## c. Other Offenses Requiring First Appearance:

- (1) All driving under the influence charges except first offense with no death or personal injury.
- (2) Burglary of an occupied structure under section 810.02(3)(c), Florida Statutes.
- (3) Domestic battery under section 784.043, Florida Statutes.
- (4) Driving under the influence manslaughter and vehicular homicide.
- (5) Escape from adult or juvenile facility under section 944.40 or 985.721, Florida Statutes.
- (6) Failure to register as a sexual offender or predator under section 943.035, Florida Statutes.
- (7) Giving false name to law enforcement officer under section 837.05, Florida Statutes, if the arrestee's true identity is unknown or seriously questioned.
- (8) Possession of firearm by convicted felon under section 790.23, Florida Statutes.
- (9) Sexual performance by a child under section 827.071, Florida Statutes, and selling or buying of minors under section 847.0145, Florida Statutes.
- (10) Tampering with a witness under section 914.22, or retaliating against witness under section 914.23, Florida Statutes.
- (11) Trafficking in any controlled substance under section 893.135, Florida Statutes.
- (12) Violation of domestic violence pretrial release under section 741.29(6), Florida Statutes.
- (13) Violation of protective injunction under sections 741.31 and 784.047, Florida Statutes.

2. FAR: Specified Circumstances Even if Warrant Sets Bond. In the following specified circumstances, the arrestee shall be held for first appearance *even if* the warrant set a bond amount, unless the judge states in the warrant that the judge is aware of such circumstances:

- a. arrestee is on felony probation or community control supervision or pretrial release for any pending felony or violent misdemeanor and the current arrest is for any felony or misdemeanor involving actual or threatened violence;
- b. arrestee is on felony or misdemeanor probation or community control and meets Lunsford Act criteria under section 948.06(4), Florida Statutes, unless a judge issuing a warrant makes a specific written finding that the arrestee is not a danger to the public;
- c. arrestee is a danger to self or others because of mental illness; or
- d. PRO makes a request to the first appearance judge that the defendant be held for first appearance stating a specific reason regarding likelihood of appearance or safety of the community for denying bond under the bond schedule.





Under such circumstances, the first appearance judge may order the arrestee held for appearance before the presiding trial judge even if the warrant would otherwise permit release.

3. FAR: Unless Warrant Sets Conditions of Release. In the following specified circumstances, the arrestee shall be held for first appearance *unless* a warrant issued by a judge sets conditions of release:
  - a. arrested for felony and alleged to have actually possessed a firearm;
  - b. arrested for felony and released from prison within 3 years of offense date;
  - d. arrested on view for violation of probation; or
  - d. arresting officer requests first appearance in writing stating law enforcement reason.

If a warrant issued by a judge states "FAR" or "First Appearance Required" and includes specific release conditions, the arrestee shall be held for first appearance.

4. FAR: LEO Exception on Written Request. A law enforcement officer making an on view arrest may request in writing that the defendant be released. The PRO or Booking Officer may release such arrestee if:
  - a. the arrestee has no other pending charges; and
  - b. the arrestee has no convictions for any misdemeanors involving violence; and
  - c. the arrestee has never previously been adjudicated guilty of any felony.

#### **F. Non-monetary Conditions of Release.**

1. Mandatory Conditions for All Arrestees. All persons arrested and released (whether ROR, under the bond schedule, under the Supervised Pretrial Release Program, under the terms of a warrant or after first appearance) must comply with the following conditions unless excused by the first appearance or presiding judge:
  - a. The arrestee must appear in person and on time for the initial court date and all subsequent court dates unless excused by the court. The arrestee must sign written acknowledgment of the first court date and promise to appear on pain of arrest and detention for unexcused failure to appear.
  - b. The arrestee must refrain from any future criminal activity.



- c. The arrestee must have no contact with the property or premises where the crime is alleged to have occurred.
- d. The arrestee must have no contact (as defined by section 903.047, Florida Statutes) of any type with the victim of the alleged crime, if any. As required by section 903.047(2), Florida Statutes, the no contact provision may not be modified even by a judge unless the victim receives notice and a fair opportunity to be heard.
- e. The arrestee must notify the clerk of court in writing within 10 days of any change of permanent mailing address for the receipt of court notices to the arrestee.
- f. The arrestee must inform the clerk of court in writing within 10 days of any change to the arrestee's cell phone number for the receipt of text message court notifications.
- g. The arrestee must inform the clerk of court in writing within 10 days of any change to the arrestee's email address for the receipt of court notifications.

The Booking Officer shall inform each arrestee released prior to a first appearance hearing of these mandatory conditions. All arrestees must sign written acknowledgment and acceptance of these mandatory conditions to be eligible for release by the Booking Officer or PRO. If the arrestee fails or refuses to sign such written acknowledgment the arrestee shall be held for first appearance before a judge.

2. Additional Mandatory Conditions of Release for Specified Charges. All persons arrested for offenses specified below must comply with the following additional conditions of release.
  - a. Alcohol Offenses. The arrestee shall not possess or consume any alcoholic beverage if charged with an offense in which the use of alcohol is an element, including but not limited to, all forms of driving under the influence, disorderly intoxication and underage drinking.
  - b. Drug Offenses. Random urinalysis shall be required for any arrestee charged with a felony violation of Chapter 893 of the Florida Statutes and who has a prior misdemeanor or felony conviction for a drug offense under Chapter 893. In counties having a supervised pretrial release program, these persons will be subject to supervision of the SPRP even though a monetary bond may also be required. The arrestee shall be responsible for all fees associated with testing and supervision, absent court order to the contrary.

3. Additional Conditions May be Imposed by Judge.
  - a. The first appearance judge may impose additional, lawful conditions as necessary to ensure the appearance of the arrestee at subsequent proceedings, to protect the victim and community, and to ensure the integrity of the judicial process.
  - b. By notice and hearing, the assigned trial judge may impose additional conditions of release to protect the community from risk of physical harm, assure the presence of the accused at trial, or to assure the integrity of the judicial process.

## II. Leon County SPRP and Bond Schedule.

- A. The Uniform Bond Schedule is intended to permit expedited release of eligible arrestees throughout the Second Judicial Circuit.
- B. The Leon County SPRP is intended to provide an alternative to monetary conditions of release for arrestees who are likely to appear in court, unlikely to present a danger to the community and likely to respect the integrity of the judicial process. The Leon County SPRP applies to arrestees in Leon County for Leon County cases only.
- C. The intent of the Leon County SPRP is to comply with the legislative mandate of section 907.041, Florida Statutes, for “a presumption in favor of release on nonmonetary conditions for any person who is granted pretrial release unless such person is charged with a dangerous crime ...”.
- D. Fees and costs associated with release may be imposed. However, no person otherwise eligible for release shall be denied release because of failure to pay such fees or costs in advance of release. Fees and costs may be permitted to accrue during the period of release and may be finally assessed if the arrestee is sentenced.
- E. The information gathered by the Booking Officer and the PRO, including the basis for a conclusion that the arrestee was ineligible for release by the Booking Officer and the PRO, shall be provided to the first appearance judge.
- F. The first appearance judge is not bound by the decisions of the Booking Officer or the PRO. The first appearance judge retains all lawful authority to release each arrestee and for the conditions of such release, to conduct an individualized hearing, and to determine conditions of release for each arrestee who is not released by the Booking Officer or PRO.
- G. Release prior to first appearance under the supervision of the SPRP is governed by the procedures set forth below.



1. Risk Assessment Instrument.
  - a. The Ohio Risk Assessment System (“ORAS”) is hereby specified as the risk assessment instrument adopted for use in Leon County for all eligible arrestees.
  - b. The Leon County PRO is responsible to complete an ORAS score for each arrestee who is not released by the Booking Officer, if time and resources permits. The ORAS score for each arrestee shall be provided by the PRO to the first appearance judge, unless the PRO informs the first appearance judge that time and resources did not permit the ORAS to be completed.
2. PRO Determines Eligibility for SPRP Before First Appearance.
  - a. The PRO is authorized to determine whether each arrestee who is not released under the bond schedule is eligible for pretrial release prior to first appearance before the first appearance judge.
  - b. The PRO is hereby authorized to release eligible arrestees, defined below, with such conditions as required or authorized but with no monetary security condition.
3. Arrestees Eligible for Supervised Pretrial Release by PRO. An arrestee shall be eligible for pretrial release by the PRO without monetary security if the PRO determines that the arrestee is not otherwise ineligible and satisfies each of the following conditions:
  - a. The current arrest is for an offense not deemed a dangerous crime or otherwise FAR as designated herein and the ORAS instrument indicates low risk.
  - b. The arrestee makes a written request for pretrial release, acknowledging and accepting mandatory and discretionary conditions; and
  - c. The arrestee has a verified address in the Second Judicial Circuit.
4. An arrestee is ineligible for pretrial release by the PRO and must be held for first appearance before a judge if any of the following apply:
  - a. The arrestee has a history of escape or an unexcused failure to appear.
  - b. The arrestee was taken into custody (1) on a warrant with specific monetary security, or (2) on a warrant specifying that the arrestee be held without bond, or (3) on a warrant specifying that the arrestee be held for first appearance.
  - c. The arrestee is charged with any offense designated as first appearance required by this administrative order.



5. PRO Authority to Impose Conditions of Supervised Pretrial Release. The PRO is hereby granted authority to require the arrestee to meet additional conditions of release under the SPRP appropriate to the arrestee and charges, including:
  - a. Maintain specified regular contact with PRO.
  - b. Abide by curfew.
  - c. Surrender passport.
  - d. Maintain a specified residence.
  - e. Abide by limitations on travel.
  - f. Submit to screening for mental illness.
  - g. Submit to screening for substance abuse.
  - h. Submit to random testing for substance abuse.
  - i. Maintain employment or attend school.
  - j. Conduct an employment search and provide proof.
  - k. Immediately notify PRO of changes to contact information.
  - l. The PRO may direct an arrestee to be held for first appearance to request that the first appearance judge consider imposition of another specific condition that the PRO believes may be reasonably necessary to assure the arrestee's appearance for subsequent court proceedings, community safety, and the integrity of the judicial process.
6. Violation of Conditions of Supervised Pretrial Release.
  - a. This administrative order does not change the authority of a law enforcement officer to make a warrantless arrest for violating a condition of release.
  - b. If an arrestee released on Supervised Pretrial Release violates any established condition of release, the PRO shall prepare an affidavit of violation describing the violation and a proposed order to show cause why pretrial release should not be revoked.
  - c. The affidavit of violation and proposed order shall be presented to the assigned trial judge except (1) for emergencies during non-business hours or (2) if the assigned trial judge is unavailable. In emergencies or if the assigned trial judge is unavailable, the affidavit and proposed order shall be presented to the



administrative judge of the division to which the case is assigned, the Chief Judge or if neither of them is available, any available judge.

- d. A person arrested for violating pretrial release must be brought before the first appearance judge within 24 hours of arrest and promptly brought before the assigned trial judge thereafter if not released by the assigned trial judge.

7. Bond Schedule for Release by Booking Officer.

- a. The purpose of this bond schedule is to minimize the time of detention after arrest so that eligible arrestees may be released without the additional delay of awaiting first appearance before a judge.
- b. Every booking officer in every county in the Second Circuit is hereby authorized to release eligible arrestees before first appearance upon posting of the monetary security amounts established in this administrative order if such arrestee also signs a written acknowledgment of mandatory conditions and promise to appear for all subsequent court dates.
- c. In Leon County, if a bond schedule eligible arrestee is unable or unwilling to post the scheduled security, such arrestee will be considered for Supervised Pretrial Release by the PRO.
- d. An arrestee not released by the Booking Officer under this bond schedule or by the PRO must be brought before a judge for the next day's first appearance.

8. Bond Schedule: Authority of Booking Officer to Release on Specified Security. The Booking Officer is hereby authorized to release any eligible arrestee as herein defined who posts bail in the stated amount for the applicable offense and who signs a promise to comply with all mandatory conditions of release and appear at all subsequent court hearings.

- a. Bond set at \$25,000 on the following charges:
  - All first degree felonies
- b. Bond set at \$10,000 on the following charges:
  - All second degree felony property crimes
  - Fleeing and Eluding Law Enforcement Officer (Section 316.1935)
  - All second degree felony drug charges
- c. Bond set at \$5,000 on the following charges:
  - Grand Theft Firearm (Section 812.014(2)(c)5.)
  - Grand Theft Motor Vehicle (Section 812.014(2)(c)6.)
  - Dealing In Stolen Property (Section 812.019)
  - Insurance Fraud (Section 817.234(11)(a))



- Driving While License Suspended or Revoked with Injury (Section 322.34(6)(b))
  - All third degree felony burglary charges
  - Criminal Use of Personal Identification (Section 817.568)
- d. Bond set at \$2,500 on the following charges:
- Grand Theft (not otherwise specified herein) (Section 812.014)
  - Credit Card Fraud (Section 817.481)
  - Forgery (Section 831.01)
  - Uttering (Section 831.02)
  - All third degree felony drug charges
  - Providing False Information to Officer with Adverse Effect (Section 901.36(2))
  - Unemployment Compensation Fraud (Section 443.071(1))
- e. Bond set at \$1,000 on the following charges:
- Felony Dumping
  - Defrauding a Pawnbroker
  - Public Assistance Fraud \$200 or more (Section 414.39(5)(b))
  - Felony Petit Theft (Section 812.014(3)(c))
  - Felony Driving While License Suspended or Revoked (Section 322.34(2)(c))
  - All other third degree felony crimes
  - Cruelty to Animals (Section 828.12)
- f. Bond set at \$500 on the following charges:
- All other first degree misdemeanors
  - All first offender misdemeanor Driving Under the Influence charges
- g. Bond set at \$250 on the following charges, if the defendant does not have a verifiable address in the Second Circuit, and release on recognizance (ROR), if the defendant does have a verifiable address in the Second Circuit:
- All other second degree misdemeanors
  - All county and city ordinance violations

**II. TERMINATION OF OTHER ORDERS AND EFFECTIVE DATE.** Administrative Orders 2003-8, 2003-10, 2006-02, 2018-06, and subsequent amendments to those orders are hereby terminated effective April 15, 2015. This order becomes effective April 15, 2015.

**DONE AND ORDERED** at Tallahassee, Leon County, Florida, this 22<sup>nd</sup> day of March, 2019.



**JONATHAN SJOSTROM**  
Chief Judge



**IN THE SECOND JUDICIAL CIRCUIT  
OF FLORIDA**

**OFFICE OF THE CHIEF JUDGE**

**ADMINISTRATIVE ORDER 2019-06**

**IN RE: FIRST APPEARANCE AND PRETRIAL DETENTION PROCEDURES**

**I. FIRST APPEARANCE.**

The purpose of this administrative order is to provide uniform procedures and ensure adequate resources to comply with the mandates of the constitutions of the United States and the State of Florida, the Florida Statutes and Rules of Criminal Procedure, and appellate authority for arrestees who are not released within 24 hours of arrest. Definitions provided in Administrative Order 2019-05, In Re: Uniform Bond Schedule and Pretrial Release Procedures, apply equally to this order.

**A. Individualized Inquiry by Judge at First Appearance.**

1. All persons brought before a judge for first appearance are entitled by law to an individualized inquiry, based on the specific circumstances of the arrestee and alleged, to determine whether the arrestee should be released and the conditions of release pending further proceedings and trial.
2. Section 907.041(1), Florida Statutes, provides for “a presumption in favor of release on nonmonetary conditions for any person who is granted pretrial release unless such person is charged with a dangerous crime” as defined in that section.
3. Administrative Order 2019-05, In Re: Uniform Bond Schedule and Pretrial Release Procedures, applies to the Booking Officer, not to the first appearance judge or any other judge. The Bond Schedule is not intended to bind any judge or guide any judge’s exercise of discretion in determining whether to require bail and the amount of any bail.

**B. Record of First Appearance, Release Conditions, and Basis.**

1. Effective April 15, 2019, first appearance in Leon County shall begin during the work week no earlier than 11:00 a.m. to permit time for the Pretrial Release Officer (“PRO”) and Office of the Public Defender gather information and communicate with the arrestee.
2. First appearance in Franklin, Gadsden, Jefferson, Liberty, and Wakulla Counties shall begin during the work week at a time set by the presiding judge.





3. First appearance during the weekend shall begin at the time designated by the assigned duty judge to permit adequate time to conduct first appearance, juvenile delinquency detention and juvenile dependency shelter hearings for the six counties of the circuit.
4. All first appearance hearings before a judge shall be digitally court reported and all rulings and decisions of the first appearance judge shall be of record, including the basis for such decisions.
5. The first appearance judge is required by law to conduct an individualized inquiry regarding each arrestee who is not released by the Booking Officer or PRO and determine:
  - a. Whether the arrestee has the ability to pay bail.
  - b. Whether money bail posted before release is necessary under the circumstances of the arrestee and alleged offense to secure the arrestee's appearance at trial, protect the public and assure the integrity of the judicial process.
  - c. Whether alternatives to monetary security, including conditions of release, would provide adequate assurance of the arrestee's appearance, the safety of the community and the integrity of the judicial process. The judge may consider:
    - (1) Release on personal recognizance of the arrestee.
    - (2) Unsecured bond per Rule 3.3131(b)(1)(B) of the Florida Rules of Criminal Procedure.
    - (3) Restrictions on travel, association or residence.
    - (4) Limitations on activities such as house arrest.
    - (5) Specific form and frequency of communication with the PRO – checking in as directed.
    - (6) Submission to a mental health screening and compliance with recommendations for treatment.
    - (7) Submission to a substance abuse screening and compliance with recommendations for treatment including substance abuse testing.
    - (8) Surrender of passport or other documents, and confinement to county of residence, counties of the Second Circuit or other specified geographic area.
    - (9) Availability and willingness to submit to alternative and specified supervision by a responsible adult, such as a family member, employer, clergy, or mentor.
    - (10) Limitations on access to means of electronic communication.
    - (11) Electronic monitoring if available.
    - (12) Willingness to comply with mandatory conditions of release on pain of rearrest and detention pending trial.



- (13) Any other conditions of release reasonably necessary to assure the arrestee's appearance for subsequent court dates, the safety of persons and the community and the integrity of the judicial process.
6. The first appearance judge is required by law to state the conditions of release and the basis for such conditions, including monetary conditions, on the record at the conclusion of each first appearance hearing. Such basis may include:
    - a. The facts of the alleged offense demonstrate a significant threat or risk of violence generally or to a specific person, victim or witness;
    - b. The facts of the offense demonstrate a significant threat or risk of substance abuse that threatens bodily injury to the public or to a specific person;
    - c. The facts of the alleged offense demonstrate a significant threat to the integrity of the judicial process such as a likelihood of failure or refusal to comply with conditions;
    - d. The facts of the alleged offense demonstrate a significant likelihood of commission of other offenses;
    - e. The arrestee's criminal history demonstrates a significant threat or risk of violence generally or to a specific person, victim or witness;
    - f. The arrestee's criminal history demonstrates a significant threat or risk of substance abuse that threatens bodily injury to the public or to a specific person;
    - g. The arrestee's criminal history demonstrates a significant threat or risk of commission of other offenses;
    - h. The arrestee's criminal history demonstrates a significant threat or risk to the integrity of the judicial process such as a likelihood of failure or refusal to comply with conditions;
    - i. The arrestee's financial resources;
    - j. The arrestee's connections to the community; and
    - k. Such other matters as may be demonstrated by the information gathered by the Booking Officer and Pretrial Release Officer or otherwise provided to the first appearance judge.

### **C. Courtroom and Schedule During the Business Week.**

1. During ordinary business days, Leon County first appearance will be conducted by the Leon County Judges beginning at 11:00 a.m. in the Honorable Timothy D. Harley Video Conference Courtroom in the Leon County Courthouse. The administrative judge of county court is responsible to establish the judicial schedule for first appearance.
2. During ordinary business days, first appearance in Franklin, Gadsden, Jefferson, Liberty, and Wakulla Counties shall begin at a time and place set by the presiding judge.
3. The first appearance schedule shall be adequate to ensure sufficient time and resources so that every arrestee who is not released by the Booking Officer or the



PRO shall be afforded a first appearance hearing before a judge within one day of arrest.

**D. Courtroom and Schedule During Weekends and Holidays.**

1. During weekends and holidays, first appearance for the entire circuit will be conducted at the designated courtroom at the Leon County Detention Center beginning at the time designated by the assigned duty judge.
2. The chief judge will establish by separate memorandum an equitable schedule of responsibility for weekend and holiday duty for each county and circuit judge of the Second Circuit.

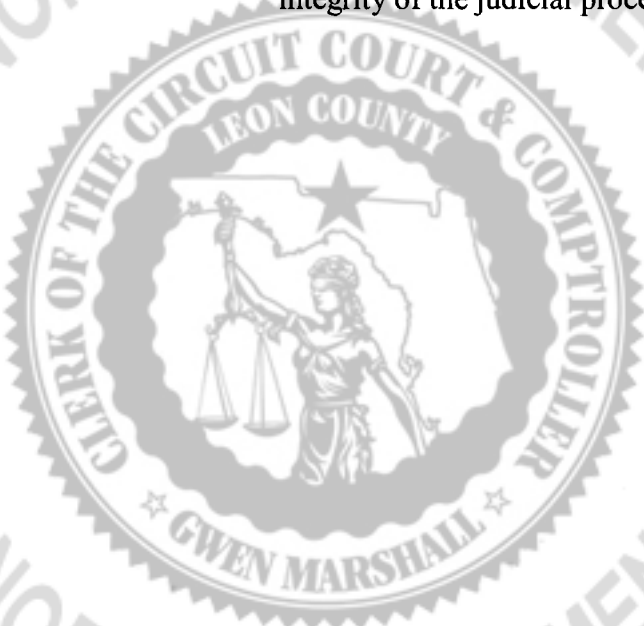
**E. Pretrial Release Officer (PRO) to Attend and Provide Information.**

1. A PRO shall attend each first appearance hearing conducted during the week in Leon County and at the Leon County Detention Center on weekends and holidays.
2. Attendees at first appearance in Franklin, Gadsden, Jefferson, Liberty, and Wakulla Counties shall be determined by the presiding judge.
3. The PRO is responsible to provide to the first appearance judge the specified information gathered by the Booking Officer and the PRO for each arrestee.
4. The PRO is responsible to inform the first appearance judge whether the arrestee was eligible for release by the Booking Officer or the PRO. If the arrestee was determined to be First Appearance Required ("FAR"), the PRO is responsible to inform the first appearance judge of the basis for that classification.
5. For arrestees eligible for release by the Booking Officer who remain in custody for first appearance, the PRO is responsible to summarize the arrestee's ties to the community and financial means, to the extent practicable.
6. The PRO is responsible to provide the first appearance judge, to the extent practicable, alternatives to monetary security as a means for assuring appearance, safety and the integrity of the judicial process.

**II. PRETRIAL DETENTION.**

**A. Order for Detention at First Appearance and Detention Hearing.** Section 907.041(1), Florida Statutes, states:

LEGISLATIVE INTENT.—It is the policy of this state that persons committing serious criminal offenses, posing a threat to the safety of the community or the integrity of the judicial process, or failing to appear at trial be detained upon



arrest. However, persons found to meet specified criteria shall be released under certain conditions until proceedings are concluded and adjudication has been determined. The Legislature finds that this policy of pretrial detention and release will assure the detention of those persons posing a threat to society while reducing the costs for incarceration by releasing, until trial, those persons not considered a danger to the community who meet certain criteria. It is the intent of the Legislature that the primary consideration be the protection of the community from risk of physical harm to persons.

- B.** Rule 3.132, Fla.R.Crim.P. establishes the procedure governing pretrial detention. The purpose of this administrative order is to establish processes to facilitate the procedure established by this Rule.
- C.** The first appearance judge may conduct an initial pretrial detention hearing to consider whether, pursuant to section 907.041(4), Florida Statutes, and Rule 3.132, Fla.R.Crim.P. it appears that “a substantial probability, based on a defendant’s past and present behavior, the criteria in section 903.046, Florida Statutes, and any other relevant facts” that pretrial detention is appropriate to protect the community, assure the appearance of the accused at subsequent proceedings or ensure the integrity of the judicial process.
- D.** Pretrial detention proceedings at first appearance may be commenced by motion or by inquiry of the judge. If, on inquiry the state represents that it intends to move for pretrial detention, the first appearance judge may grant the state up to three days to file a motion for pretrial detention and temporarily detain the arrestee.
- E.** If the state files a facially sufficient motion for pretrial detention at first appearance and the first appearance judge determines there is probable cause that the person committed the offense, the person may be detained in custody pending a final hearing on pretrial detention pursuant to Rule 3.132, Fla.R.Crim.P. Requests for further relief shall be addressed to the assigned trial judge upon motion pursuant to Rule 3.132(c), Fla.R.Crim.P.

**III. TERMINATION OF OTHER ORDERS AND EFFECTIVE DATE.** Administrative Orders 2003-8, 2003-10, 2006-02, 2018-06, and subsequent amendments to those orders are terminated effective April 15, 2019. This order becomes effective April 15, 2019.

**DONE AND ORDERED** at Tallahassee, Leon County, Florida, this 22<sup>nd</sup> day of March, 2019.



\_\_\_\_\_  
JONATHAN SJOSTROM  
Chief Judge



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

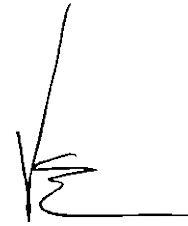
# Leon County Board of County Commissioners

## Agenda Item #16

March 9, 2021

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

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



**Title:** Leon County Sheriff's Office Real Time Crime Center Project

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Nicki Paden, Management Analyst

### **Statement of Issue:**

This item provides an overview of the Leon County Sheriff's Office Real Time Crime Center (RTCC) project proposal for the development of a joint and centralized criminal intelligence information sharing center in partnership with the County, City of Tallahassee, and Florida State University and seeks Board consideration to fund an equal portion of the RTCC as part of the FY 2022 budget process.

### **Fiscal Impact:**

This item has a fiscal impact. Upon Board direction, as part of the FY 2022 budget process, staff would prepare a budget discussion item for the Board's consideration outlining the proposed implementation of the RTCC project with the associated funding commitments. Preliminarily, for the construction of the RTCC, the County would contribute \$277,777 a year for three years, totaling \$833,333. The total estimated construction cost is \$2.5 million, with the County, City and FSU each contributing \$833,333. Additional operating expenses are anticipated to be minimal and would be considered during the budget process.

### **Staff Recommendation:**

Option #1: Direct the County Administrator to prepare a budget discussion item for the implementation of the Real Time Crime Center project for the April 27, 2021 Budget Policy Workshop.

## **Report and Discussion**

### **Background:**

This item provides an overview of the Leon County Sheriff's Office (LCSO) Real Time Crime Center (RTCC) project proposal for the development of a joint and centralized criminal intelligence information sharing center in partnership with the County, City of Tallahassee (City), and Florida State University (FSU) (Attachment #1 and #2) and seeks Board consideration to fund an equal portion of the proposed joint RTCC project as part of the FY 2022 budget process.

In Spring of 2017, the LCSO began an internal RTCC project in an effort to better assist area law enforcement responding to calls in the community. The RTCC is designed to function as a criminal intelligence information sharing hub equipped with analysts that collect and provide information from various law enforcement databases in real time to deputies in the field. Since the launch of the LCSO project, the existing RTCC project has been successful in assisting deputies leverage technology to respond to incidents faster and more accurately, providing analytical assistance for more than 700 LCSO investigations within the first year of operation.

More recently, in February 2021, the LCSO reached out to the County, City and FSU regarding its interest in expanding the RTCC project to facilitate multi-jurisdictional and multi-disciplinary participation through a joint and centralized criminal intelligence information sharing center.

### **Analysis:**

Currently operating 24 hours a day through LCSO's Criminal Intelligence and Analysis Unit, the RTCC provides analytical data support to local law enforcement which primarily includes the LCSO and Tallahassee Police Department (TPD). The RTCC leverages a wide range of technologies and data sources to assist with law enforcement investigations as they occur and to develop intelligence-based strategies and proactive initiatives to forecast and prevent crimes from occurring. Efforts of local law enforcement have been significantly enhanced by the RTCC's 9,100+ analytical support functions for the efficient collection and dissemination of relevant data records such as publicly accessible video feeds, social media postings, and active law enforcement bulletins.

Last month, the LCSO expressed its interest in expanding the capabilities and facilities of the existing RTCC in partnership with the County, the City, FSU, and other law enforcement agencies including TPD, Florida Department of Law Enforcement (FDLE), and the FSU Police Department. As detailed in the project proposal (Attachments #1 and #2), LCSO seeks to develop a joint and centralized criminal intelligence information sharing center that can facilitate multi-jurisdictional and multi-disciplinary participation. Expanding the jurisdictional scope of the RTCC to include additional law enforcement agencies will support more efficient and effective policing community wide. In addition, the LCSO seeks to partner with the FSU College of Criminology and Criminal Justice to participate in the implementation of the new RTCC project, including data collection and research support, evaluation of the effectiveness of the initiative, and development of practitioners in the field of predictive policing.

In coordination with FSU, the Sliger Building, which is owned by FSU and located within Innovation Park, is proposed as the site of the new RTCC. Upon renovation and construction of the site, the new RTCC is anticipated to accommodate 10 workspaces with supervisors from each participating agency. The estimated cost for the renovation and associated expenses to develop the new RTCC is \$2.5 million. In addition to providing the space, FSU has committed to equally sharing the project cost with the County and the City, or approximately \$833,000 each. In addition, FSU has expressed its willingness to advance the County's and the City's share of the project cost to ensure the timely completion of the project. As part of this process, the County would establish a 3-year pay back plan with FSU, with the first payment not occurring until next fiscal year (FY 2022).

The LCSO anticipates utilizing existing resources to support immediate operational expenses such as staff and new technology systems; however, the project concept proposes that additional minimal funding to support the ongoing operation and maintenance of the facility to be shared among the partnering agencies will also be considered during the upcoming budget process. The City has expressed initial support for the joint RTCC project.

If approved by the Board, in coordination with the LCSO, City, and FSU, the County Administrator would prepare draft agreements for Board consideration for the implementation of the RTCC project, including the finalization of cost-share commitments. This information would then be presented as part of the FY 2022 budget process.

**Options:**

1. Direct the County Administrator to prepare a budget discussion item for the implementation of the Real Time Crime Center project for the April 27, 2021 Budget Policy Workshop.
2. Do not a direct the County Administrator to prepare a budget discussion item for the implementation of the Real Time Crime Center project for the April 27, 2021 Budget Policy Workshop.
3. Board direction.

**Recommendation:**

Option #1

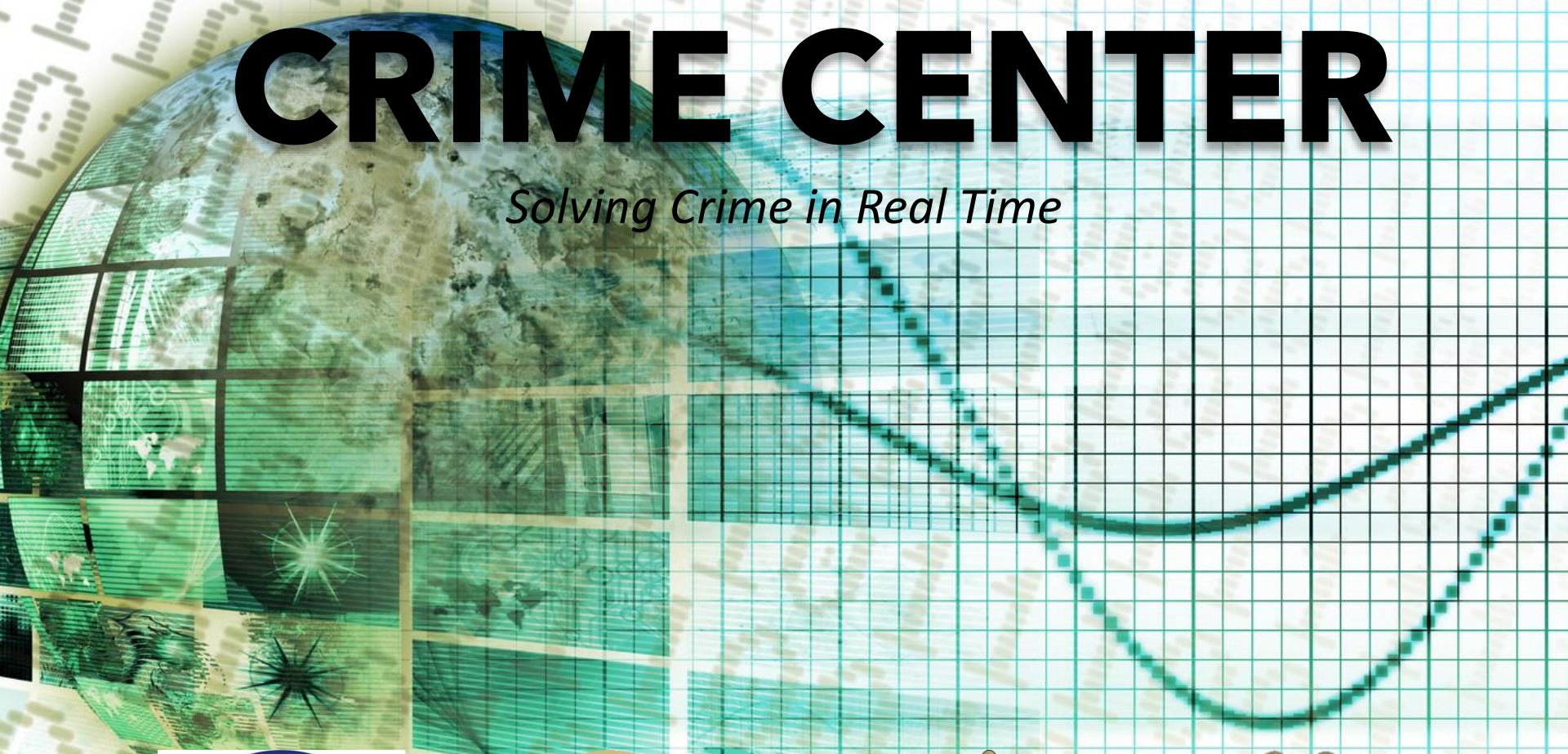
**Attachments:**

1. Leon County Sheriff's Office Real Time Crime Center Overview
2. Leon County Sheriff's Office Real Time Crime Center Project Charter



# REAL TIME CRIME CENTER

*Solving Crime in Real Time*







# The Concept

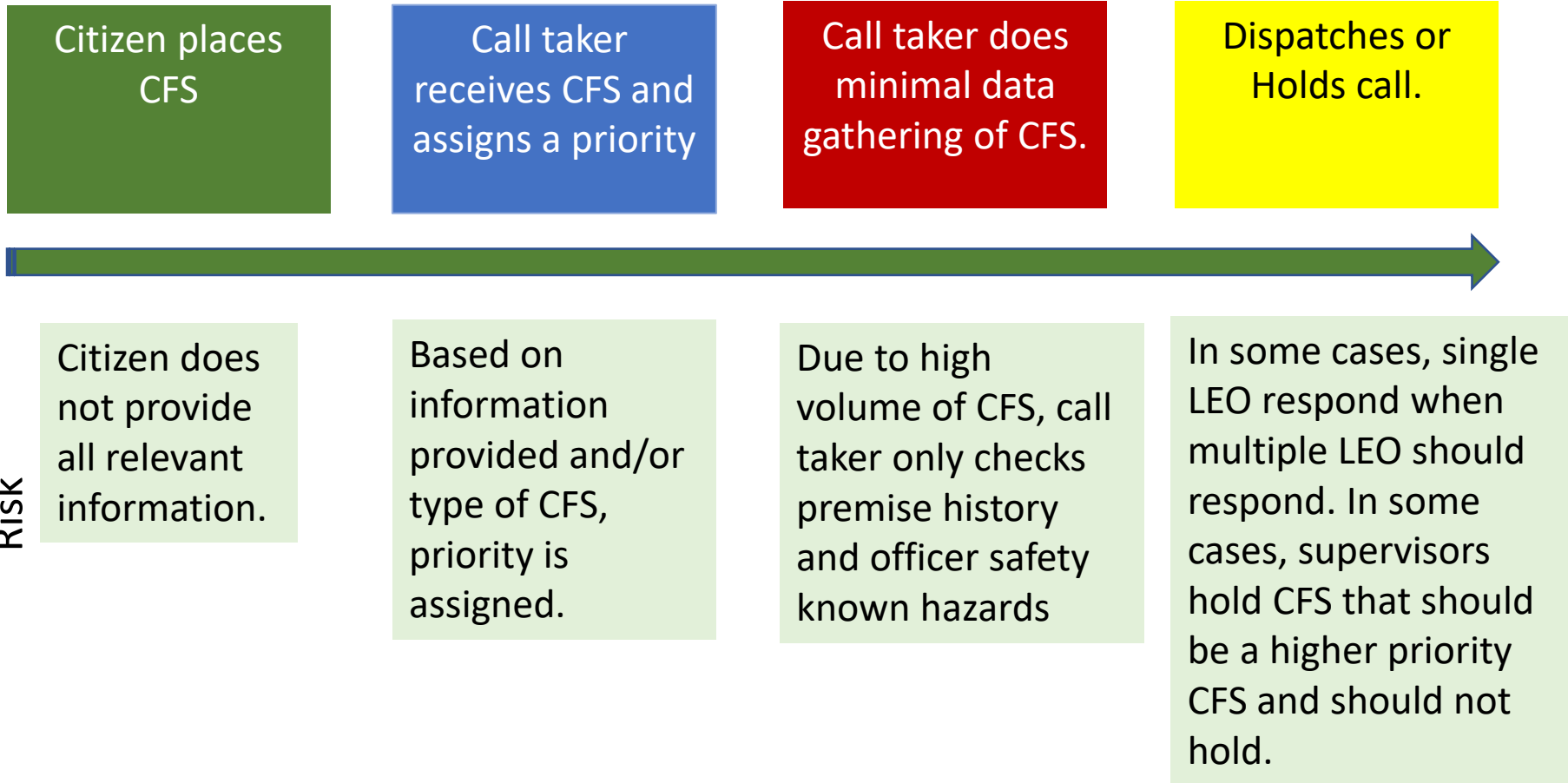
- Centralized Technology Center Focus On Solving Crime In Real Time
- Allows Law Enforcement Agencies To Capitalize On A Wide Range Of Technologies
- Increases Efficient And Effective Policing.
- Maximize The Likelihood That Law Enforcement Can Respond To Crimes Occurring
- 24/7 Support



# Problem Statements

- Huge Calls for Service Received by the Consolidated Dispatch Agency (CDA)
- Law Enforcement is Deficient in Overall Situational Awareness
- Additional Supporting Information Impacts the Response from Law Enforcement
- Investigative Activity is Limited Due to Call Volume

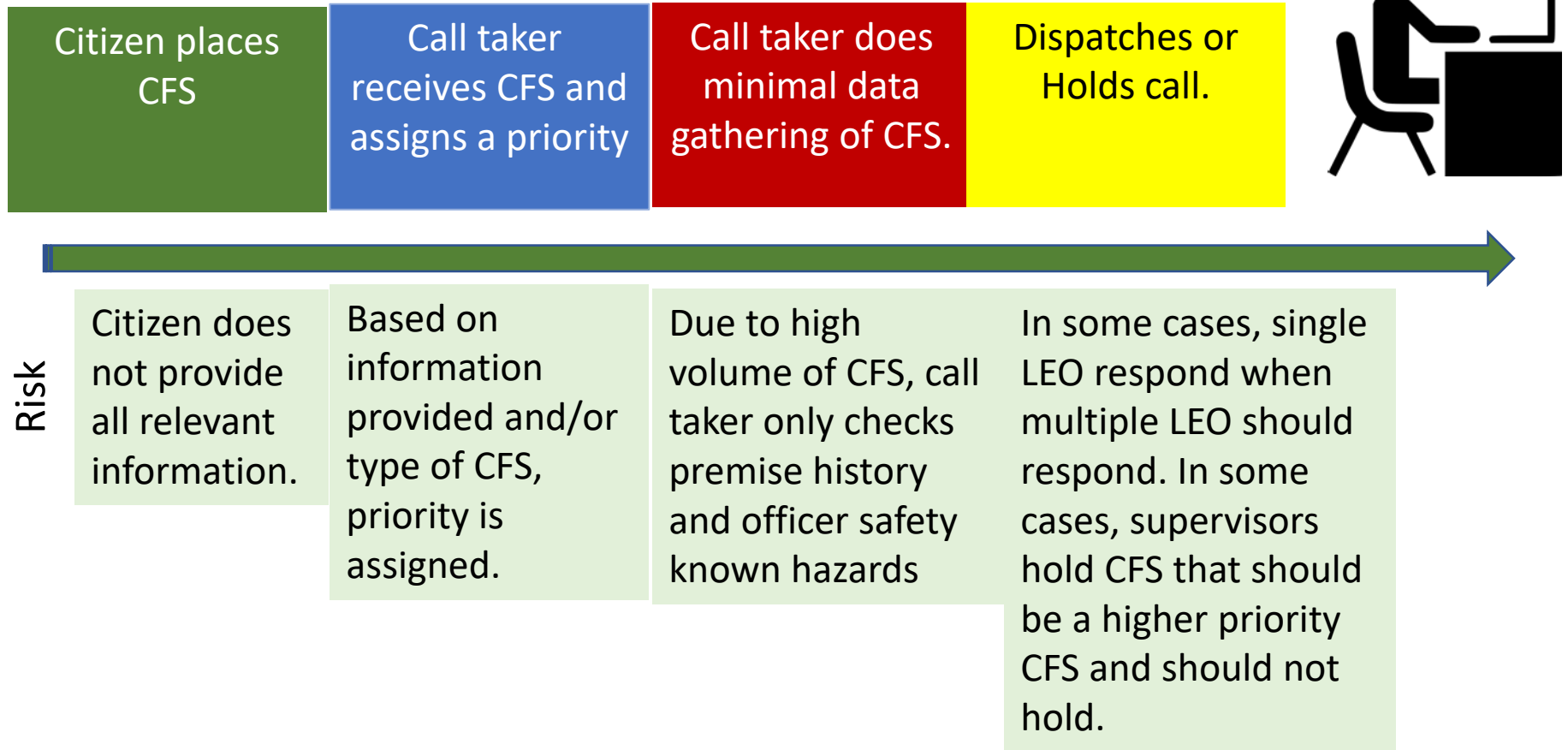
# Present Call for Service (CFS) Information Flow



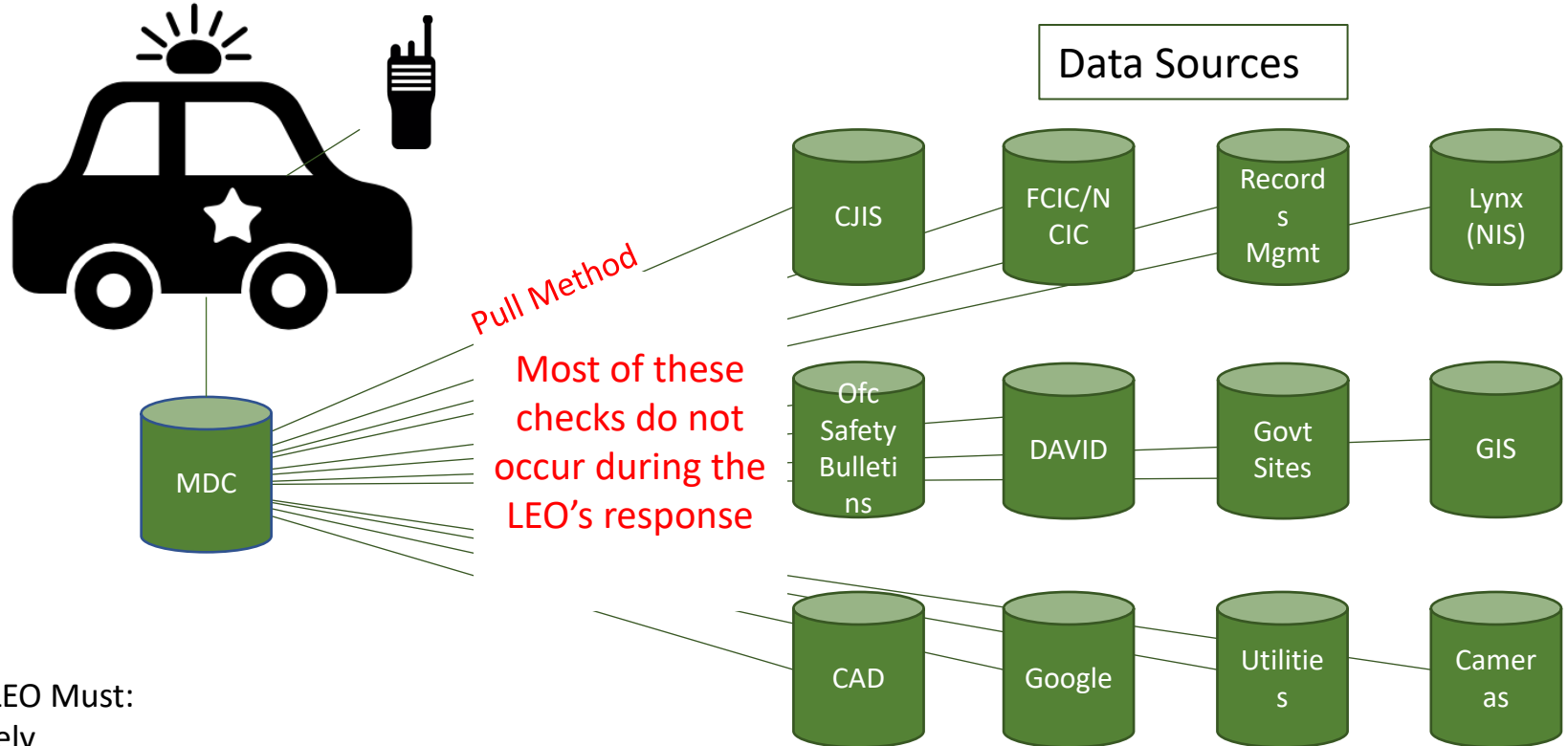
Risk



# Optimal Call for Service (CFS) Information Flow



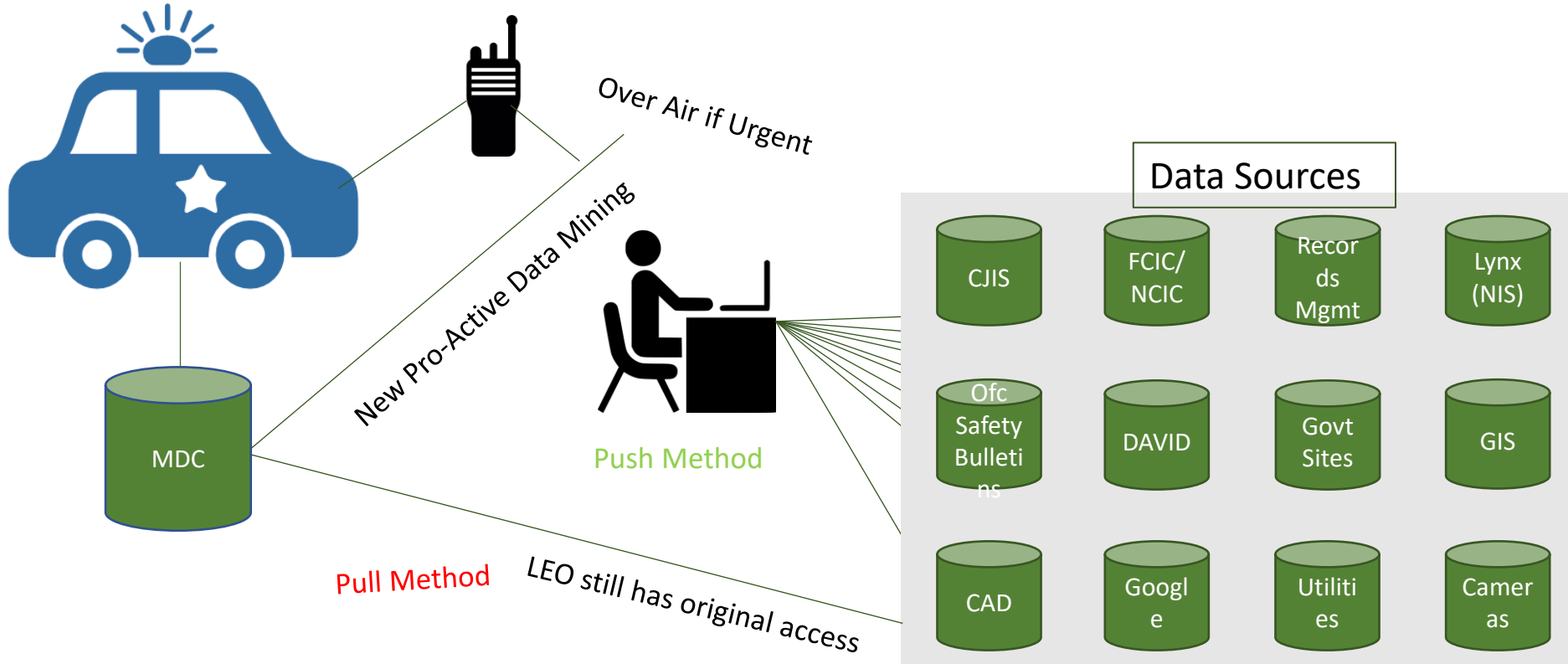
# Present Response to Call for Service (CFS)



## Responding LEO Must:

- Drive Safely
- Listen to Dispatch Channel(s)
- Read CAD notes
- Read Map
- Observe during arrival
- Check data containers

# Optimal Response to CFS



## Responding Deputy Must dos:

- Drive Safely
- Listen to Dispatch Channel(s)
- Read CAD notes
- Read Map
- Observe during arrival
- ~~Check data containers~~



# The Benefits

- Increases Efficient And Effective Policing.
- Maximize The Likelihood That Law Enforcement Can Respond To Crimes Occurring.
- Video and data resources act as a force multipliers
- Increases Officer Safety and Situational Awareness
- Promotes command decisions being more structured and data-driven
- Third-party Credibility And Transparency



# Why FSU Sligler

- Access to Academic Resources
  - FSU School Of College Of Criminology And Criminal Justice
  - Ability To Develop Practitioners In The Field Of Predictive Policing
  - Ensures RTCC Effectiveness And Legitimacy.
  - Evaluate Its Short-term And Long-range Effectiveness.
  - Identifies Policies, Programs And Practices Most Likely To Achieve Desired Results.
  - Support Data Collection And Research Initiatives With Application To Crime And Justice Policy To Promote Social Justice.

# Fiscal Impact - Construction

- Cost Assessment **\$2,312,200.00 (approx.)**
  - \$80,000.00 Architectural
  - \$800,000.00 Construction
  - \$25,000.00 Telecommunications
  - \$90,000.00 Furniture
  - \$1,260,000 AV Equipment\*\*
  - \$7,200.00 Fees
  - \$50,000.00 Contingency

\*\* Additional Connectivity Fees May Be Incurred

*Estimations provided by FSU*



# Fiscal Impact - Staffing

- Agency Leadership May Desire to Request FTEs for Staffing
- Based on LCSO
  - Approx. \$62,623.00/ per Non-Sworn FTE
  - Salary, Benefits Package, Insurance
- Cooperative Purchases for New Technologies for Competitive Pricing



# Discussion & Questions

# Project Charter

## Real Time Crime Center

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### PROJECT CHARTER

<b>Project Name:</b>		Multi Agency Real Time Crime Center Phase I	
<b>Information Technology / Application Lead:</b>		Multi-agency	
<b>Project Start Date:</b>	TBD	<b>Project End Date:</b>	TBD

### PURPOSE AND BUSINESS NEED

In 2017, the Leon County Sheriff's Office began a Real-Time Crime Center (RTCC) Project. During the past three years, success has been achieved and there is a desire to bring all area partners under one roof. This project will develop a new RTCC and involve partners such as the Florida State University Police Department, Leon County Sheriff's Office, Tallahassee Police Department, and the Florida State University School of Criminology with the possibility of inclusion of area rural agencies.

A preliminary site review of the proposed space within the Sliger Building, owned by FSU and located within Innovation Park was completed by Florida State University Facilities Staff with input from participating agencies.

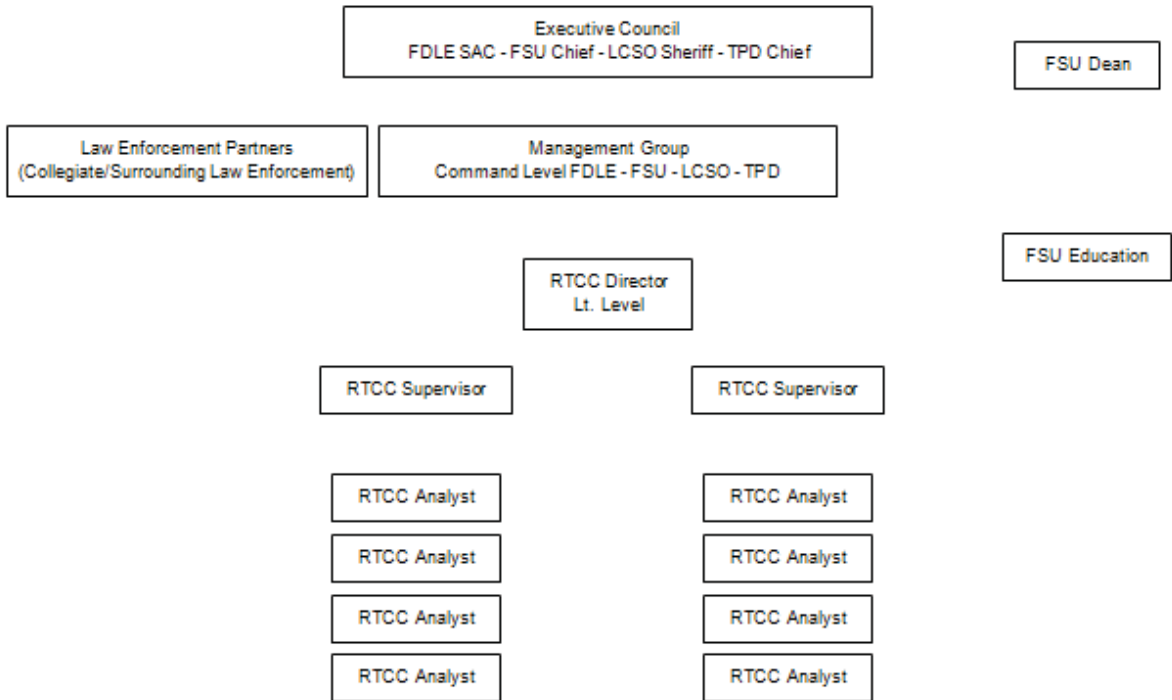
An estimate was completed for the site renovation and construction to prepare the space for the RTCC. Additionally, an estimated technology and furniture cost was included for stakeholders to review. The estimated cost for renovation (\$912,000.00 + \$50,000 contingency) and technology/furniture (\$1.35 million dollars) was presented as a guide (total estimated project \$2,312,320.00). The space was estimated to accommodate 10 workspaces with supervisors from each agency.

Further discussion and planning were requested by all parties. A guiding document was proposed to be created for all stakeholders to review and sign as a pledge to participate in the project. Additional discussions and planning would determine actual costs of organizational financial commitments.

### GOVERNANCE STRUCTURE AND MANAGEMENT COUNCIL

The intent of this agreement and the Real Time Crime Center is to have an inclusive governance structure designed to encourage and facilitate multi-jurisdictional and multi-disciplinary participation at all levels to support the successful implementation of the Joint Real-Time Crime Center.





CDA Coordination – Management Group

- Policy/Privacy Creation – Director
- Enforcement of Policy – Director
- Retention of records policy –Director/Management
- Archival direction –Director
- Public Private Partnership Direction – Management/Executive
- Custodian of Records Direction – Director/Management
- Grants – Director/Management
- LE Partners (rural counties, etc.)– Executive
- Legal Issues and Requests Policy– Director/Management/Executive
- Funding Sources – Management/Executive
- Direction/Vision – Director/Management/Executive
- Events/patrol/investigative Liaison – Director
- Metrics – Supervisor
- Inv./Det. Package Creation Modeling – Director/Supervisor

**PROJECT SCOPE**

***Items in Scope***

1. MOU and Agreements
2. Cost Estimates for Construction
3. Technology and Connectivity Estimates
4. Needs assessment for initial operational status
5. Identifying the agencies for technology implementation
6. Develop Cost Share Agreement
7. Other items as determined by partner agencies

***Items Out of Scope***

1. Operational SOP and Policies
2. Leadership Roles in the Center

**PROJECT DELIVERABLES**

To be determined by partner agencies

**PROJECT CONSTRAINTS**

**Time:** multi-agency planning can vary by organization

**Budget:** FY 20-21 has begun; current funding dollars may not be available this year for partners

**KEY STAKEHOLDERS**

1. Florida Department of Law Enforcement
2. Florida State University Police Department
3. Leon County Sheriff's Office
4. Tallahassee Police Department
5. City of Tallahassee
6. Leon County Board of County Commission
7. Florida State University Board of Trustees

**STEERING COMMITTEE**


1. Florida Department of Law Enforcement (TROC)
2. Florida State University (Facility, Police Department, School of Criminology)
3. Leon County Sheriff's Office
4. Tallahassee Police Department

**RISKS**

1. Availability of proposed site if funding is delayed
2. Availability of funding from partner agencies
3. Availability of additional staffing from partner agencies

**PROJECT SIGN-OFF**

Project Stakeholder: Special Agent in Charge Mark Perez, Florida Department of Law Enforcement

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 Date


Project Stakeholder: Chief Terri Brown Florida State University Police Department on behalf of the Florida State University

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 Signature 2C57C15947B544A... 2/9/2021 | 2:09 PM EST  
 Date

Project Stakeholder: Sheriff Walt McNeil, Leon County Sheriff's Office

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 Date

Project Stakeholder: Chief Lawrence Revell, Tallahassee Police Department

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 Date



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Agenda Item #17

March 9, 2021

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

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



**Title:** Setting of the FY 2021 Maximum Discretionary Funding Levels for Outside Agencies Including the Community Human Services Partnership

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Tim Barden, Budget Manager Tiffany Fisher, Management and Budget Analyst

### **Statement of Issue:**

Pursuant to the County's Discretionary Funding Ordinance and Policy No. 93-44 "Fiscal Planning", this item seeks Board consideration to approve the FY 2022 maximum discretionary funding levels for outside agencies including the Community Human Services Partnership (CHSP) and special events.

### **Fiscal Impact:**

This item has a fiscal impact. Specifically, this item establishes the maximum discretionary funding levels for outside agencies including the Community Human Services Partnership (CHSP) and special events, for FY 2022.

### **Staff Recommendation:**

See next page.

Title: Setting of the FY 2022 Maximum Discretionary Funding Levels for Outside Agencies Including the Community Human Services Partnership

March 9, 2021

Page 2

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**Staff Recommendation:**

- Option #1: Approve the Community Human Services Partnership (CHSP) funding level for FY 2022 at \$1,445,000.
- Option #2: Approve the non-departmental maximum discretionary funding level for FY 2022 at \$37,000 for special events funding.
- Option #3: Maintain the Commissioner Office Budgets at \$12,500.
- Option #4: Maintain the Kearney Center Capital Funding at \$100,000.
- Option #5: Authorize the County Administrator to execute the Kearney Center Assignment Agreement with CESC Inc., Beatitude Partners LLC and The Beatitude Foundation Inc. (Attachment #6), subject to legal review by the County Attorney.

Board direction for the following option:

- Option #6: Staff is seeking Board direction on the reallocation of any of the following annual outside agency contracts in support of CHSP service categories or other maximum discretionary funding levels:
- Apalachee Regional Planning Council: \$8,800
  - DISC Village: \$222,759
  - Domestic Violence Coordinating Council: \$25,000
  - Legal Services of North Florida: \$125,000
  - Oasis Center: \$20,000
  - St. Francis Wildlife Association: \$71,250
  - Tallahassee Senior Citizens Foundation: \$179,000
  - Tallahassee Trust for Historic Preservation: \$63,175
  - United Partners for Human Services: \$23,750
  - Whole Child Leon: \$38,000

## Report and Discussion

### **Background:**

Leon County's budget process is designed to seek early Board input and guidance on policy matters which then inform the development of the budget. This approach allows the Board to make incremental decisions throughout the process and build the budget in a deliberate manner. To ensure this process is implemented annually, staff recommended, and the Board adopted the FY 2022 budget calendar at the January 26, 2021 meeting. This item considers one of the early policy matters for Board direction by establishing the maximum discretionary funding levels for the FY 2022 budget. Following this item, the first Budget Policy Workshop is scheduled for April 27, 2021.

Leon County's Discretionary Funding Ordinance and Fiscal Planning Policy (Attachments #1 and #2) govern the requirements for establishing annual funding levels. Described in more detail in the analysis, Discretionary Funding includes Community Human Services Partnership (CHSP); Commissioner Office Budgets; and non-departmental. Non-departmental funding is a category where the funds do not align with a specific departmental function. According to the County's Ordinance the setting of the discretionary funding levels must occur prior to March 31 of each year. Similarly, the Fiscal Planning Policy requires that before March 31 the funding level for event sponsorships (Special Event Funding) will also be established for the upcoming year.

In addition to Discretionary Funding which provides support to outside agencies, the County also contracts with certain outside agencies to provide specific services to the County. As discussed later in the analysis, examples of these agencies include St. Francis Wildlife, DISC Village, United Partners for Human Services (UPHS), Tallahassee Senior Citizens Foundation, and others. To ensure the contracts receive appropriate budget oversight, the County's Fiscal Planning Policy No. 93-44 requires that: Annually, as part of the annual budget process, staff will prepare a budget discussion item providing a midyear performance report for all outside agency contracts and include funding recommendations for the following fiscal year. This budget discussion item will be presented at the April 27, 2021 Budget Policy Workshop.

However, as this is the point in the budget process that the maximum level of funding for CHSP is established, the Board may wish to provide any direction on reallocating funding from these annual outside agency contracts to the CHSP categories, or the overall maximum discretionary funding level. While the Board may make further adjustments to the outside agency contracts at the April budget workshop, the maximum funding level for CHSP will have already been established and therefore unable to be increased.

### **Analysis:**

Consistent with the County's Discretionary Funding Guidelines, the Board annually establishes maximum funding levels for a series of categories. Table 1 summarizes the funding for the discretionary categories allocated during FY 2020 and FY 2021 and the recommended amounts for FY 2022.

**Table 1: FY 2020-FY 2022 Total Discretionary Funding**

<b>Discretionary Funding Category</b>	<b>FY 2020 Actual</b>	<b>FY 2021 Actual</b>	<b>FY 2022 Recommended</b>
Community Human Service Partnership (CHSP)	\$1,300,000	\$1,445,000	\$1,445,000
Commission Office Budgets	\$87,500	\$87,500	\$87,500
Special Event Sponsorships	\$27,000	\$37,000	\$37,000
Line Item - Kearney/Homeless Shelter Capital	\$100,000	\$100,000	\$100,000
<b>Total</b>	<b>\$1,514,500</b>	<b>\$1,669,500</b>	<b>\$1,669,500</b>

**Community Human Service Partnership (CHSP) Funding**

To complete the second year of the current two-year CHSP funding cycle, this item recommends maintaining funding for CHSP for the final year of the current grant funding cycle. In conjunction with the City, a Memorandum of Understanding for CHSP was adopted in FY 2018 that established a two-year application and funding cycle (Attachment #3). To provide funding and service certainty this request was made by the human service agencies. The next two-year funding cycle for CHSP is for FY 2023 and FY 2024. As such, the recommended FY 2022 funding level of \$1,445,000 is consistent with FY 2021 and there is no request or expectation of additional funding. In addition, as part of the County’s CARE funding plan \$3.22 million was allocated to human service agencies that would be eligible to apply for CHSP funding.

In FY 2021, the Board approved an additional \$145,000 to support human services within the expanded Promise Zone to include seven additional census tracts for a total of 18 census tracts as recommended in the CHSP Needs Assessment. This increased the County’s total CHSP contribution by 12% for a total of \$1,445,000.

As previously described, pursuant to Fiscal Policy No. 93-44, in addition to specific discretionary line items (CHSP, Special Events, and the Kearney Center), to ensure the outside agency contracts receive appropriate budget oversight, the County also annually evaluates contractual relationships with these agencies. This contract evaluation is required by the County’s Fiscal Planning Policy, No. 93-44 and is currently planned as a budget discussion item for the April 27, 2021 Budget Workshop.

These contacted agencies either do not provided direct human services or are contracted to provide non-human service-related services and are not CHSP eligible. However, as this is the point in the budget process, when the maximum level of funding for CHSP are set, the Board may wish to provide any direction on reallocating funding from these outside agency contracts (Attachment #4). While the Board may make further adjustments to the outside agency contracts at the April 27<sup>th</sup> budget workshop, the maximum funding level for CHSP will have bene established and unable to be increased. Subsequently, the Board may wish to consider reallocating outside agency contract funding for an overall increase spread across all CHSP service categories.

The following contracts totaling \$776,734 are approved annually, do not have a multiyear funding commitment from the County, and the majority are not required to be funded either by Florida

Statute or other mandate. Therefore, the funding of these annual contracts is at the discretion of the Board.

**Apalachee Regional Planning Council (ARPC) / Sustainable Tallahassee**

*(FY 2021 Funding: \$8,800)*

In October 2020, Sustainable Tallahassee sent a letter to the County notifying that due to staffing and organizational structure, Sustainable Tallahassee no longer has the capacity to serve as the Sustainability Compact Administrator. As result, at the November 17, 2020 meeting, the Board approved providing ARPC \$4,970 of the \$8,800 allocated to Sustainable Tallahassee to serve in the Compact Administrator role for the balance of FY 2021. The remaining balance of \$3,830, was provided as one-time funding for Sustainable Tallahassee to assist them through their new strategic planning process.

With the work of the Compact membership and the County's full-time dedicated professional sustainability staff, the necessity for a volunteer organization to augment the County's programming efforts has diminished. In the discussion item for the April 27, 2021 Budget Workshop, a recommendation for continuing funding for ARPC to administer the Compact, or have the County's Office of Sustainability serve in this role will be presented. Currently, no funding is contemplated for Sustainable Tallahassee for FY 2022.

*Funding Required:* There is no statutory or other mandate for funding this type of program.

**DISC Village**

*(FY 2021 Funding: \$222,759)*

DISC Village maintains the operations of the Juvenile Assessment Center (JAC) by providing the mandatory onsite security and supervision of arrested youth.

*Funding Required:* There is no statutory or other mandate for funding this type of program; however, without the JAC, the Sheriff's Office would need a separate facility and staffing at the jail to house and process juveniles, which would be a costlier approach.

**Domestic Violence Coordinating Council**

*(FY 2021 Funding: \$25,000)*

DVCC facilitates the area's only monthly meetings where all involved agencies gather to ensure a well-coordinated community response to domestic violence and supports public awareness and education. The Board opted to include this funding as requested by the Domestic Violence Coordinating Council. The Domestic Violence Coordinating Council does not provide direct human services or programs and therefore is not eligible for CHSP funding.

*Funding Required:* There is no statutory or other mandate for funding this type of program.

**Legal Services of North Florida**

*(FY 2021 Funding: \$125,000. These are funds above the \$132,500 in required Article V funding.)*

During the FY 2016 budget process, the Board approved an additional \$125,000 in one-time limited funding to support the cost of an attorney and support staff for a maximum of five years ending in FY 2020. As part of the FY 2021 budget, since funding from other federal and state

resources had not fully recovered from the FY 2016 decline, the Board approved an additional \$125,000 in funding to support Legal Services of North Florida's efforts in providing legal services to qualifying Leon County residents.

### **Oasis Center**

*(FY 2021 Funding: \$20,000)*

The Oasis Center is contracted to provide support to the *Commission on the Status of Women and Girls*. The *Commission* provides policy recommendations to the County and the City on issues that impact women and girls in the community. The Board opted to include this funding as requested by the Oasis Center. The Oasis Center's support of the *Commission on the Status of Women and Girls* is not eligible for CHSP funding as it is not providing direct human services.

*Funding Required:* There is no statutory or other mandate for funding this type of program.

### **St. Francis Wildlife Association**

*(FY 2021 Funding: \$71,250)*

SFWA responds to calls regarding injured or nuisance wildlife in Leon County. Injured animals are provided rehabilitation services at St. Francis Wildlife Refuge in Gadsden County.

*Funding Required:* There is no statutory or other mandate for funding this type of program. However, contracting these services has the potential to offset the cost of the County providing the service.

### **Tallahassee Senior Citizens Foundation**

*(FY 2021 Funding: \$179,000)*

This funding is utilized for senior programs offered by the Foundation in the rural, unincorporated communities of Leon County at the County's six community centers.

*Funding Required:* There is no statutory or other mandate for funding this type of program. However, contracting these services has the potential to offset the cost of the County providing the service.

### **Tallahassee Trust for Historic Preservation (TTHP)**

*(FY 2021 Funding: \$63,175)*

TTHP provides historic preservation services to the community and staffs the Tallahassee-Leon County Architectural Review Board.

*Funding Required:* Yes, Supports Policy 1.1.1 [HP] Comprehensive Plan: Establish a federal-state-local partnership with the Tallahassee Trust for Historic Preservation to provide funding and technical support for identification, documentation, evaluation, preservation, and protection of historic resource.

### **United Partners for Human Services (UPHS)**

*(FY 2021 Funding: \$23,750)*

UPHS is a coalition of human service providers and supporting partners working together to improve the delivery of human services in the Big Bend. The Board opted to include this funding

as requested by the United Partners for Human Services. The United Partners for Human Services does not provide direct human services or programs and therefore is not eligible for CHSP funding.

*Funding Required:* There is no statutory or other mandate for funding this type of program.

**Whole Child Leon**

*(FY 2021 Funding: \$38,000)*

The funds are used to support funding positions involved with community outreach and direct referral to human service agencies; however, the Board opted to include this funding as requested by Whole Child Leon. Whole Child Leon does not provide direct human services or programs and therefore is not eligible for CHSP funding.

*Funding Required:* There is no statutory or other mandate for funding this type of program; however, the Board opted to include this funding as requested by the agency to continue its human service referral and coordinating role.

Special Event Funding

Pursuant to the County’s Fiscal Planning policy, the funding for special events is approved as part of the annual budget process.

Leon County has traditionally assisted in sponsoring small community festivals and events. These requests do not require a written application but are included in the budget as direct event sponsorships at the direction of the Board as specified in the Fiscal Planning Policy. Table 2 reflects the special event funding agencies that have received funding in FY 2021, and the recommendation to maintain these levels for FY 2022.

**Table 2: FY 2021 and Recommended FY 2022 Special Event Funding**

Special Event Agencies	FY 2021 Actual	FY 2022 Recommended
Celebrate America 4 <sup>th</sup> of July Celebration	\$2,500	\$2,500
Dr. Martin Luther King Celebration (Inter-Civic Southern Leadership Council of Tallahassee)	\$4,500	\$4,500
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000	\$1,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000	\$4,000
County Sponsored Tables/Community Event Funds	\$25,000	\$25,000
<b>Total</b>	<b>\$37,000</b>	<b>\$37,000</b>

Previous years’ budget action aligned funding for the Veteran’s Parade, and Operation Thank You! with Leon County Division of Veterans Services, and funding for the Annual Friends of the Library Authors event with the Library Services Department. In addition, as the Capital City Classic basketball tournament and the Downtown New Year’s Eve Celebration met the eligibility requirements for Tourist Development event funding, these two events now apply annually for tourist development special event grant funding.



Title: Setting of the FY 2022 Maximum Discretionary Funding Levels for Outside Agencies Including the Community Human Services Partnership

March 9, 2021

Page 8

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County sponsored events continued in FY 2021, albeit in modified versions due to the COVID-19 pandemic to meet the Center for Disease Control (CDC) guidelines. This item recommends maintaining the funding level in this category.

Commissioner Office Budgets

This item recommends maintaining individual Commissioner Office Budgets at the current \$12,500 level.

Outside Agency Funding: Kearney Center/Homeless Shelter Capital Funding Request

At the completion of an initial five-year funding commitment of \$500,000 for the capital construction of the Kearney Center, the Center requested another five-year commitment to assist in paying the capital debt service for the facility. At the time, The Kearney Center indicated that without this additional capital funding, the Center would not be able to reduce its operating deficit, which had occurred due to an increase in the number of individuals served and a reduction in grant revenue. Funding for the Center has become even more challenging with the change in sheltering caused by COVID-19.

Since this capital funding request is not CHSP eligible, it is categorized as non-departmental funding, and is allowed by the Discretionary Funding Ordinance. As part of the second five-year commitment that started in FY 2020 and ends in FY 2024, an additional \$100,000 is planned for the FY 2022 budget.

In addition, the Kearney Center recently requested a modification of the Funding Agreement between Beatitude Partners, LLC and the County (Attachment #5). Among other things, the proposed modification would assign the current responsibilities of Beatitude Partners, LLC outlined in the Agreement, to CESC, Inc., a Florida not-for-profit corporation tax exempt under section 501(c)3 of the Internal Revenue Code. CESC, Inc. operating the comprehensive emergency services center as a non-profit, will allow the organization to provide more fiscal transparency and attract more donors. The modified agreement (Attachment #6) also adds a structured repayment and debt relief schedule for the County's second \$500,000 committed should the Kearney Center be sold, or its uses materially change. As part to the CARES program, Leon County has allocated \$2.77 million to the Kearney Center and other homeless service providers for facility improvements and other homeless service needs.

Conclusion

The County's budget process seeks Board consideration and direction through a series of agenda items and budget workshops. This item seeks preliminary Board direction on establishing discretionary funding levels for: CHSP, Commissioner Office Budgets, and non-departmental categories (Special Events, Line Item-Kearney Center).

In preparation for future workshops, staff is currently forecasting revenues, developing and analyzing operating and capital budget requests. In addition, staff continues to work closely with the Constitutional Officers prior to their formal budget submissions beginning on May 1, 2021. Following this agenda item, the Board has scheduled budget workshops on April 27, 2021 and

Title: Setting of the FY 2022 Maximum Discretionary Funding Levels for Outside Agencies Including the Community Human Services Partnership

March 9, 2021

Page 9

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June 22, 2021. At the workshops, staff will present budget discussion items for Board consideration and policy direction. Also, staff will prepare budget discussion items and recommendations regarding the Department and Constitutional budget submissions and address any other policy direction the Board may wish to provide.

**Options:**

1. Approve the Community Human Services Partnership (CHSP) funding level for FY 2021 at \$1,445,000
2. Approve the non-departmental maximum discretionary funding level for FY 2022 at \$37,000 for special events funding.
3. Maintain the Commissioner Office Budgets at \$12,500.
4. Maintain the Kearney Center Capital Funding at \$100,000.
5. Authorize the County Administrator to execute the Kearney Center Assignment Agreement with CESC Inc., Beatitude Partners LLC and The Beatitude Foundation Inc. (Attachment #6), subject to legal review by the County Attorney.
6. Staff is seeking Board direction on the reallocation of any of the following annual outside agency contracts in support of CHSP service categories or other maximum discretionary funding levels:
  - Apalachee Regional Planning Council: \$8,800
  - DISC Village: \$222,759
  - Domestic Violence Coordinating Council: \$25,000
  - Legal Services of North Florida: \$125,000
  - Oasis Center: \$20,000
  - St. Francis Wildlife Association: \$71,250
  - Tallahassee Senior Citizens Foundation: \$179,000
  - Tallahassee Trust for Historic Preservation: \$63,175
  - United Partners for Human Services: \$23,750
  - Whole Child Leon: \$38,000
7. Board direction.

**Recommendation:**

Options #1 thru #5 and Board direction on Option #6

Title: Setting of the FY 2022 Maximum Discretionary Funding Levels for Outside Agencies  
Including the Community Human Services Partnership

March 9, 2021

Page 10

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Attachments:

1. County's Discretionary Funding Guidelines, Chapter 2, Article XI, Leon County Code of Laws
2. Fiscal Planning Policy No. 93-44
3. Memorandum of Understanding between Leon County and The City of Tallahassee
4. List of Outside Agencies Funded Through Contracts
5. Kearney Center Funding Agreement with Beatitude Partners, LLC
6. Contract Assignment from Beatitude Partner's LLC to CESC Inc.

## ARTICLE XI. - DISCRETIONARY FUNDING GUIDELINES

### Sec. 2-600. - Application of article.

This article shall govern the allocation of discretionary funds and provide the board a maximum amount of annual funding available in each of the following fund categories:

- (a) Community human services partnership fund;
- (b) Community human services partnership—Emergency fund;
- (c) Commissioner district budget fund;
- (d) Midyear fund;
- (e) Non-departmental fund; and
- (f) Youth sports teams fund.

(Ord. No. 06-34, § 1, 11-14-06)

### Sec. 2-601. - Annual appropriation.

Funding for the purposes set forth in this article shall be subject to an annual appropriation by the board in accordance with this article.

(Ord. No. 06-34, § 1, 11-14-06)

### Sec. 2-602. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Community human services partnership fund* shall mean funds eligible for allocation to social service programs.

*Community human services partnership—Emergency fund* shall mean funds eligible for allocation for one time funding to meet an emergency situation.

*Commissioner district budget fund* shall mean funds eligible for allocation to each commissioner for activities relating to his or her district or the county at large.

*Emergency situation* shall mean those exigent circumstances that would prohibit or severely impact the ability of a currently funded community human services partnership (CHSP) agency to provide services.

*Midyear fund* shall mean funds eligible for allocation for requests that occur outside of the regular budget process.

*Non-departmental fund* shall mean funds eligible for allocation for non-profit entities that are included, by direction of the board, as part of the regular adopted budget.

*Non-profit* shall mean an entity that has been designated as a 501(c)(3) eligible by the U.S. Internal Revenue Services and/or registered as a non-profit entity with the Florida Department of State.

*Youth sports teams fund* shall mean funds eligible for allocation for temporary and nonrecurring youth sporting events such as tournaments and playoffs, and events recognizing their accomplishments.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-603. - Application process.

- (a) The county administrator or his designee is authorized to develop forms and procedures to be used by a non-profit, group or individual when submitting a request for funding consistent with the provisions herein.
- (b) The county administrator or his designee shall establish a process for evaluating requests for funding made pursuant to this article.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-604. - Funding category guidelines.

- (a) *Community human services partnership program fund.*
  - (1) Non-profits eligible for community human service partnership (CHSP) funding are eligible to apply for funding for other programs or specific event categories as long as the organization does not receive multiple county awards for the same program or event, or when requesting funding for an activity that is not CHSP eligible, such as capital improvements.
  - (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the community human services program.
- (b) *Community human services partnership program—Emergency fund.*
  - (1) Non-profits that are funded through the CHSP process are eligible to apply for emergency, one-time funding through the community human services partnership program—Emergency fund.
  - (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the community human services partnership program—Emergency fund.
  - (3) These funds are available to any agency that is currently funded through the CHSP process.
  - (4) The request for emergency funding shall be made at a regular meeting of the board. If deemed appropriate, the request for emergency funding shall then go before a CHSP sub-committee consisting of members from the CHSP review boards of each of the partners (Leon County, the City of Tallahassee, and the United Way of the Big Bend). The sub-committee shall determine if the situation would qualify as an emergency situation and what amount of financial support would be appropriate. The CHSP shall then make a recommendation to the county administrator, who is authorized to approve the recommendation for funding.
  - (5) In the event the board does not meet in a timely manner, as it relates to an agency's request, the county administrator shall have the authority to appropriate expenditures from this account.
- (c) *Commissioner district budget fund.*
  - (1) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the commissioner district budget fund.
  - (2) Expenditures shall only be authorized from this account for approved travel, and office expenses.
- (d) *Midyear fund.*
  - (1) Non-profits, groups or individuals that do not fit into any of the other categories of discretionary funding as outlined in this article are eligible to apply for midyear funding.
  - (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the midyear fund.

- (3) In the event the board does not meet in a timely manner, as it relates to a funding request, the county administrator shall have the authority to appropriate expenditures from this account. Such action is thereafter required to be ratified by the board.
- (e) *Non-departmental fund.*
- (1) Non-profits eligible for non-departmental funding are eligible to apply for funding in any other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event. Eligible funding activities in this category are festivals and events and outside service agencies.
  - (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the non-departmental fund.
  - (3) Non-profits eligible for funding through the cultural resources commission (CRC) Leon County Grant Program (funded through the non-departmental process) are eligible for funding in other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event.
- (f) *Youth sports teams fund.*
- (1) Non-profits or athletic teams of the Leon County School System that are eligible for the county's youth athletic scholarship program are not eligible for funding pursuant to this article.
  - (2) Annually, as part of the budget process, the board shall determine the amount of funding pursuant to this article.
  - (3) The award for youth sports teams shall not exceed \$500.00 per team.
  - (4) Youth sports teams requesting funding from the board shall first submit their requests in writing to the county administrator or his or her designee for review and evaluation. The request must include certified documentation establishing the legitimacy of the organization.
  - (5) Funding will be allocated on a first-come, first-served basis. In the event that more than one request is received concurrently when the fund's balance is reduced to \$500.00, the remaining \$500.00 will be divided equally among the applicants meeting the evaluation criteria.
  - (6) Applicants must have participated in a city, county, or school athletic program during the year in which funding is sought.
  - (7) Team participants must be 19 years of age or younger.
  - (8) The requested funding shall support post-season activity, e.g., tournaments, playoffs, or awards banquets associated with extraordinary performance.
  - (9) After the youth sports team funding level is established by the board during the budget process, the county administrator shall have the authority to appropriate expenditures from this account.
- (g) *Appropriation process.* Annually, prior to March 31, the board shall:
- (1) Determine the amount of funding set aside for each funding category identified in this article;
  - (2) Determine the list of permanent line item funded entities that can submit applications for funding during the current budget cycle; and
  - (3) Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.

(Ord. No. 06-34, § 1, 11-14-06; Ord. No. 11-04, § 1, 2-8-11; Ord. No. 11-08, § 1, 5-24-11; Ord. No. 13-08, § 1, 3-12-13)

Secs. 2-605—2-699. - Reserved.

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

### **Policy No. 93-44**

Title: Fiscal Planning

Date Adopted: May 10, 2016

Effective Date: May 10, 2016

Reference: N/A

Policy Superseded: Policy No. 92-3, "Fiscal Planning," adopted 3/10/92. Superseded by Policy No. 93-44, adopted 8/10/93; and amended 11/16/04, 2/8/11, and 3/11/14

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It shall be the policy of the Board of County Commissioners of Leon County, Florida that: Policy No. 93-44, amended by the Board of County Commissioners on March 11, 2014, is hereby further amended as follows:

The County will establish fiscal planning practices to:

1. Provide that the annual operating and capital budget for Leon County shall be developed in conformity with the Tallahassee-Leon County Comprehensive Plan by the Office of Management and Budget, under the advisement of the County Administrator and adopted as provided in State law by a majority vote of the Board of County Commissioners presiding in a public hearing.
2. Provide for the development and annual review of a capital improvement budget. This budget shall contain a 5-year plan for acquisition and improvement of capital investments in the areas of facilities, transportation, equipment and drainage. This budget shall be coordinated with the annual operating budget.
3. Provide that the Board of County Commissioners will continue to reflect fiscal restraint through the development of the annual budget. In instances of forthcoming deficits, the Board will either decrease appropriations or increase revenues.
4. Provide that the County will strive to better utilize its resources through the use of productivity and efficiency enhancements while at the same time noting that the costs of such enhancements should not exceed the expected benefits.
5. Provide that expenditures which support existing capital investments and mandated service programs will be prioritized over those other supporting activities or non-mandated service programs.

6. Provide that the County Administrator shall be designated Budget Officer for Leon County and will carry out the duties as set forth in Ch. 129, F.S.
7. Provide that the responsibility for the establishment and daily monitoring of the County's accounting system(s) shall lie with the Finance Division of the Clerk of the Circuit Court, and that the oversight of investment and debt management for the government of Leon County shall lie with the Board of County Commissioners.
8. Annually, prior to March 31, the Board of County Commissioners will:
  - A. Establish a budget calendar for the annual budget cycle.
  - B. Confirm the list of permanent line item funded agencies that can submit applications for funding during the current budget cycle.
  - C. Establish the amount of funding to sponsor community partner/table events in an account to be managed by the County Administrator.
  - D. Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.
9. Provide that this policy shall be reviewed annually by the Board of County Commissioners to ensure its consistency and viability with respect to the objectives of the Board and its applicability to current state law and financial trends.
10. Annually, as part of the annual budget process, staff will prepare a budget discussion item providing a mid-year performance report for all outside agency contracts and include funding recommendations for the following fiscal year.

*Revised 5/10/2016*



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LEON COUNTY AND THE CITY OF TALLAHASSEE  
IN SUPPORT OF THE COMMUNITY HUMAN SERVICES PARTNERSHIP**

This Memorandum of Understanding is entered into on the *2* day of *March* 2018 by and between Leon County, Florida (the County) and the City of Tallahassee (the City) to express mutual support and commitment to the Community Human Services Partnership.

**WHEREAS**, Leon County, the City of Tallahassee, and the United Way of the Big Bend (UWBB) established the Community Human Services Partnership (CHSP) in 1997 to ensure cooperative and collaborative support in funding agencies that provide direct human services to the community in a manner that assures a balanced, effective and efficient delivery system; and

**WHEREAS**, in August 2016 the UWBB informed the County and City of its intent to disengage from the CHSP commencing with the FY 2018/2019 planning and funding cycle; and

**WHEREAS**, the County and City Commissions subsequently and respectively expressed their mutual continued support for and commitment to the CHSP; and

**WHEREAS**, the CHSP will serve as a shared County and City planning and funding distribution process for the delivery of human services to those with the greatest need in our community; and

**WHEREAS**, the County and City Commissions respectively wish to provide broad policy direction and structure for the CHSP process,

**NOW THEREFORE**, the County and the City mutually agree to the following:

**I. Goals and Objectives**

- A. The goal of the CHSP fund distribution process is to review agencies' capabilities and performance, and match requests for program funding to community needs, then distribute the available funds in a manner that assures a balanced, effective and efficient human services delivery system.
- B. The County and City will maintain the following mutually adopted objectives for the CHSP:
  1. Ensure that a majority of CHSP funds are used to provide direct client services to the lowest socio-economic areas where the most difficult social conditions exist.

2. Through the Citizen Review Teams, ensure that 100% of the funds are allocated towards the areas of greatest need and opportunity.
3. Support and maintain the optimal level of human services possible with the amount of resources available.
4. Provide a service delivery system that best matches identified community needs.
5. Focus spending of CHSP funds toward a long-range perspective, which incorporates changing needs and trends relative to how needs should be met.
6. Provide a means for an ongoing review of the program and the financial needs of agencies participating in the CHSP process through program monitoring.
7. Provide a method for measuring the cost and effectiveness of the programs addressing multiple community needs.
8. Use CHSP funds to complement and supplement the agencies' budgets for the provision of comprehensive services, including all tax-supported and voluntary agency activities.
9. Ensure that funds are distributed to human service agencies without unnecessarily duplicating program funding at the expense of others.
10. Eliminate duplicate preparation of applications and reviews or interviews by agencies.
11. Maximize the level of state and federal funds coming into the community through match opportunities.
12. Provide a forum for information sharing and an opportunity to find common ground in defining terms, goals and objectives.
13. Ensure that CHSP funded agencies adhere to the American Institute of Certified Public Accountants (AICPA) standards of accounting for nonprofits.

II. Funding by the Governing Bodies

- A. The CHSP funds shall be awarded annually for a two-year period, subject to the annual appropriation by the County and City Commissions respectively.
- B. The County and City Commissions shall respectively establish funding levels once every two years beginning in the spring of 2018 for the CHSP two-year funding period.
- C. The County and City Commissions shall consider and determine the final distribution of the CHSP funds to agencies for each two-year period and biennial contracts with the agencies.

III. Administration

- A. The CHSP will be administered jointly by the County and City.
- B. The County Administrator, or designee and the City Manager, or designee shall develop and maintain procedures for the implementation and administration of the CHSP process.
  - i. County Administrator, or designee and City Manager, or designee will execute agency biennial contracts.
- C. The County and City shall mutually establish and support an on-line system that provides, but is not limited to the following services:
  - 1. The CHSP Information and Notification
  - 2. Funding Request Application
  - 3. Agency Reimbursement and Reporting
  - 4. Data Collection
  - 5. Recruitment for Citizens Review Team members

IV. Human Services Categories

- A. The County and City Commissions shall jointly and periodically review, evaluate and revise the human services categories and the funding level for each category.
  - i. The initial human services categories established for the first two-year period (FY 2018/2019 and FY 2019/2020) are as follows:
    - 1. Children's Services
    - 2. Community Support Services
    - 3. Services for Persons with Disabilities
    - 4. Basic Needs and Emergency Services
    - 5. Family Support Services
    - 6. Physical Health Services
    - 7. Senior Services
    - 8. Youth Recreation and Character Building Services
    - 9. Youth Education Services
    - 10. Promise Zone (City only)
- B. The funding allocation established in FY 2017/2018 for CHSP shall serve as the base funding level for each human services category for the first two-year CHSP funding period (FY 2018/2019 and FY 2019/2020).
- C. Any restrictions on the use of funds shall be incorporated into the CHSP procedures. For example, language indicating that the City's Change for Change funding is restricted to the Basic Needs and Emergency Services category will be included in the CHSP procedures.

- D. In preparation for the two-year period of the FY 2020/2021 and FY 2021/2022 CHSP application cycle, the County and City shall re-evaluate the human service categories to identify the areas of highest human service needs within the City and County and determine whether the current human service categories reflect those needs. The evaluation process will also recommend the appropriate distribution of CHSP funding amongst the human service categories.
- E. The County and City shall review and evaluate the human services categories in coordination and collaboration with all stakeholders including: Citizen Review Team members, CHSP agencies, the UWBB, United Partners for Human Services, human services providers, human services program consumers, and other local partners and implement any proposed revisions in preparation for the two-year period beginning FY 2020-2021.
  - i. The evaluation process will consider pertinent statistical and demographic information regarding local human services to include, but not be limited to:
    - a. Local census data
    - b. Program data and reports provided by CHSP agencies
    - c. Existing human service and community assessment data and reports
  - ii. Proposed revisions to the initial categories and recommendations shall be presented to the County and City Commissions for approval respectively by September 2019.
- V. Requirement for Agency Participation in CHSP
  - A. Not-for-profit agency programs that provide direct human services to citizens in Tallahassee-Leon County are eligible for funding through the CHSP.
    - i. The procedures developed and maintained by the County Administrator, or designee and the City Manager or designee will establish minimum legal requirements for not-for-profit agencies to participate in the CHSP.
  - B. Agencies seeking funding through the CHSP shall be required to participate in the competitive funding process which includes: participation in mandated workshops and trainings and the submission of an on-line application.
  - C. Applications shall be accepted once every two years in accordance with the defined application period established by the County Administrator or designee and the City Manager or designee.
  - D. Applications shall not be accepted after an established deadline.

- E. The CHSP funding for programs of “new” agencies shall be limited to 7.5% collectively for each funding category. A new agency is defined as an organization that has not been awarded and/or received CHSP funding in the previous two funding periods.

VI. Requirements for Citizen Review Teams

- A. Citizen Review Teams shall be established to review, evaluate, and make funding recommendations for each human services category.
- B. Citizen Review Teams shall be comprised of individuals that reside or work within the City of Tallahassee or the unincorporated areas of Leon County.
- C. Citizen Review Team members shall be recruited through an open advertisement process.
- D. All Citizen Review Team members serve on a voluntary basis.
- E. Heads of agencies and/or organizations of programs funded through the CHSP or requesting funding through CHSP are prohibited from serving on Citizen Review Teams.
- F. The County and City may have independent processes for ratifying the Citizen Review Team members.
- G. The County Administrator, or designee and the City Manager, or designee reserve the right to establish a process to gather input from members of Citizen Review Teams following the completion of the evaluation and funding recommendation of each two-year period.

VII. Appeals Process

- A. Ensure that there is a process for agencies that wish to challenge the funding recommendations made by Citizen Review Teams and or staff as part of the procedures for the implementation and administration of the CHSP.

VIII. Program Reporting and Data Collection

- A. All agencies awarded funding through the CHSP process shall be required to submit periodic reports.
- B. Data shall be collected, compiled and analyzed for the purpose of evaluating program performance and monitoring trends.
- C. Data collected from the report shall include, but is not limited to the number of clients served, client demographic information such as race, gender, age and income.

- D. Data collected and reported shall be maintained in a manner which conforms to rules and regulations related client privacy and confidentiality.
- E. Data collected and analyzed will be shared with the agencies for purposes of improving program efficiency and operations.
- F. Information collected through data analysis processes shall be used to establish uniform outcome goals and measures.
- G. Information collected and analyzed will be shared with the Citizens Review Teams to assist in future review, evaluation and funding recommendation processes.
- H. Program outcome and performance data will be provided periodically the County and City Commissions respectively.

IX. Public Input

- A. The County Administrator and the City Manager shall convene a public meeting once a year to receive agency input, present recommend changes to the CHSP process for the upcoming cycle, and discuss long-term opportunities and enhancements to the process that would better address the human services needs of the community.
- B. Furthermore, the County and City staff shall conduct at least two additional meetings per year to solicit public and agency input on the CHSP program, monitoring area social service needs and trends along with reviewing and implementing modifications to CHSP processes and procedures.

X. Partnerships

- A. The County and City will consider organizations that wish to serve as an additional funding partner that share a mutual commitment to the goals and mission of the CHSP.

**For Leon County**



  
\_\_\_\_\_  
Vincent S. Long, County Administrator

**For City of Tallahassee**



\_\_\_\_\_  
Reese Goad, Interim City Manager

ATTESTED BY:

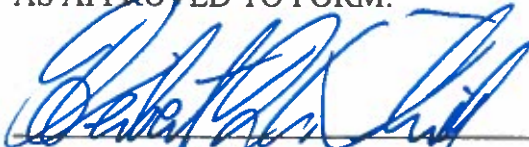


Gwendolyn Marshall, Clerk of Court &  
Comptroller, Leon County, Florida



James O. Cooke, IV, City Treasurer-Clerk

AS APPROVED TO FORM:



Herbert W.A. Thiele, County Attorney



Cassandra K. Jackson, Interim City  
Attorney

<b>Outside Agencies</b>	<b>FY 2020</b>	<b>FY 2021</b>
Apalachee Regional Planning Council (ARPC)/ Sustainable Tallahassee*	\$8,800	\$8,800
DISC Village	\$222,759	\$222,759
Domestic Violence Coordinating Council	\$25,000	\$25,000
Legal Services of North Florida**	\$125,000	\$125,000
OASIS Center/Commission on Status of Women	\$20,000	\$20,000
St. Francis Wildlife Association	\$71,250	\$71,250
Tallahassee Senior Citizens Foundation	\$179,000	\$179,000
Tallahassee Trust for Historic Preservation	\$63,175	\$63,175
United Partners for Humans Services (UPHS)	\$23,750	\$23,750
Whole Child Leon	\$38,000	\$38,000
<b>TOTAL:</b>	<b>\$776,734</b>	<b>\$776,734</b>

\* Apalachee Regional Planning Council Received a portion of this funding beginning in FY 2020 to provide staffing for the Sustainability Compact Contract.

\*\* Reflects funding provided above the statutory Article V, Court funding requirements



## FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into on this 18 day of November, 2014, by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, hereinafter referred to as “the County” and **BEATITUDE PARTNERS, LLC**, a Florida limited liability company, hereinafter referred to as “Beatitude Partners”.

### WITNESSETH:

WHEREAS, homelessness is a serious issue that the County and the City of Tallahassee face with more than 1,000 people experiencing homelessness on any given night; and,

WHEREAS, Beatitude Partners is developing a new Comprehensive Emergency Services Center that involves the co-location of both the existing Shelter and the Renaissance Community Facility within the new facility; and,

WHEREAS, the new Comprehensive Emergency Services Center will vastly improve the community’s ability to provide a full range of targeted services that help our homeless neighbors move toward permanent housing and self-sufficiency; and,

WHEREAS, it is the goal of Beatitude Partners to reduce the intensity and duration of homelessness for every person experiencing it by effectively and efficiently providing comprehensive 24-hour services based on best practice models of care and working collaboratively and cooperatively with partners in the Continuum of Care; and,

WHEREAS, the United Way of Big Bend and the County have each committed \$500,000.00 over a five (5) year period to cover \$1,000,000.00 of the currently estimated \$6,200,000.00 in construction costs of the new Comprehensive Emergency Services Center; and,

WHEREAS, the City of Tallahassee has committed \$200,000 to the new Comprehensive Emergency Services Center and is providing at nominal cost the property in which the Comprehensive Emergency Services Center will be located; and

WHEREAS, the funding from the County, will be used by Beatitude Partners to repay a certain loan from Hancock Bank to Beatitude Partners for the construction of the new Comprehensive Emergency Services Center (the “Loan”); and,

WHEREAS, the Board of County Commissioners has expressed support of the County’s participation financially in this project by providing capital construction costs to Beatitude Partners over a five (5) year period.

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

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Funding Agreement.

2. Funding. The County shall provide funding in the amount of \$100,000.00 per fiscal year commencing on October 1, 2014 and shall continue in subsequent Octobers of the years 2015, 2016, 2017 and 2018 for a total of \$500,000.00. The County agrees to make each \$100,000.00 distribution directly to Hancock Bank for purposes of paying down the balance of the Loan. Beatitude Partners expressly consents to the direct payment of each \$100,000.00 distribution to Hancock Bank for purposes of reducing the balance due on the Loan. Beatitude Partners shall be entitled to assign its rights to the funding provided in this paragraph 2 to Hancock Bank. Nothing herein shall be construed as the County being a guarantor of said loan, or in any way obligated to pay said loan.

3. Use of Funds. Beatitude Partners covenants and agrees that the funding from the County shall be used exclusively for the direct construction costs for the construction of the capital improvements for the Comprehensive Emergency Services Center ("CESC") or to repay debt which Beatitude Partners will incur or has incurred as evidenced by the Loan for the construction of the new facility and, at no time, shall said funds be used for any other purposes, including operational expenses of the new CESC.

4. Location of Facility. The CESC shall be constructed on property having a parcel identification number of 21-33-20-801-0000.

5. Use of Facility. The CESC shall primarily provide an array of emergency services to Leon County's homeless population including emergency housing.

6. Funding Subject to Budget. It is the intent of the County to provide this funding and the Board of County Commissioners has approved this grant over the specified five year term. However, the provision of the County's funding to Beatitude Partners shall be subject to specific budget approval in each of the four remaining fiscal years. Nothing herein shall obligate the County in any way to provide such funding in future fiscal years.

7. Construction. Beatitude Partners agrees and represents that the construction of the new CESC is ongoing, and that it is anticipated to be complete on or before April 30, 2015.

8. Conditions to Funding. Should the CESC be sold and/or its uses as described herein materially change:

- a. the County's full contribution made through September 30, 2019 shall be returned to the County within ten (10) days of such sale and/or change in use;
- b. commencing October 1, 2019, the County's full contribution shall be returned to the County within ten (10) days of such sale and/or use, minus \$25,000 per year for a 20-year period.

9. Reports. Beatitude Partners agrees that it shall provide semi-annual reports to the County over the use of the funds. Beatitude Partners shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all receipts and expenditures

of County provided funds under this agreement. Beatitude Partners further agrees that, upon demand, Beatitude Partners shall facilitate the duplication and transfer of any records or documents during the required retention period, to ensure that these records shall be subject to inspection, copying, review or audit by the County or other authorized persons.

10. Notice. Any written notice or report required or permitted to be delivered by the terms and conditions of this Funding Agreement shall be delivered by (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) guaranteed overnight delivery service.

Notices to County shall be delivered to:

Leon County Administration  
ATTN: County Administrator  
301 South Monroe Street, 5<sup>th</sup> Floor  
Tallahassee, FL 32301

With a copy delivered to:

Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301

Notices to Beatitude Partners shall be delivered to:

Beatitude Partners, LLC  
2073 Summit Lake Drive, Suite 155  
Tallahassee, FL 32317

Notices to Hancock Bank shall be delivered to:

Hancock Bank  
ATTN: Emory L. Mayfield, Jr.  
2453 Mahan Drive  
Tallahassee, FL 32308

11. Amendments. The parties may, from time to time, amend this Funding Agreement. Such amendments must be mutually agreed upon in writing by the County and Beatitude Partners and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.

12. Termination for Cause. If Beatitude Partners fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement or if Beatitude Partners violates any of the covenants, agreements, provisions or stipulations of this Funding Agreement, the County shall have the right to terminate this Funding Agreement by giving written notice of such termination to Beatitude Partners, specifying the reason for the termination and the effective date thereof, at least five (5) calendar days prior to the effective date of such termination. Notwithstanding such termination, Beatitude Partners shall be and remain liable to the County for all damages sustained by, or costs and expenses incurred by the County, by virtue of any breach of the

Funding Agreement by Beatitude Partners. The County shall have the right to set off against any compensation otherwise due to Beatitude Partners the amount of any damage sustained by the County by virtue of Beatitude Partners' breach of this Funding Agreement and any other amounts owed to the County by Beatitude Partners.

13. Termination for Convenience. The County may terminate this Agreement in whole, or in part, at any time by giving written notice to Beatitude Partners of such termination, specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

14. The Loan. The County agrees to provide Hancock Bank with written notice prior to the County terminating the Funding Agreement and the basis for such termination and further agrees to provide Hancock Bank with a reasonable amount of time to try to resolve any matter serving as a basis for the County to terminate this Funding Agreement.

15. Reversion of Funds. Upon expiration or other termination of this Funding Agreement, Beatitude Partners shall transfer to the County any remaining funds not properly expended or obligated at the time of expiration and any accounts receivable attributable to the use of said funds.

16. Assignment and Binding Effect. Beatitude Partners shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County or except as otherwise permitted herein.

17. Audit. The County reserves the right to conduct financial and program monitoring of all funds given or provided to Beatitude Partners and to perform an audit of all records of Beatitude Partners. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance of the terms and conditions of this Agreement.

18. Indemnification. Beatitude Partners shall indemnify, say and hold the County, its officials, commissioners, officers, employees, and agents harmless from any and all actions, obligations, claims, damages, expenses, and costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of Beatitude Partners, its employees, volunteers, subcontractors, employees of subcontractors or clientele, in the performance of, or failure to perform, under this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of Beatitude Partners, be required to reimburse any sums to any organization, or reimburse funds to any governmental entity, contribute funds to performance of the project, or to expend County funds to complete or correct performance, Beatitude Partners, upon demand by the County, shall refund and reimburse the County for all such sums so reimbursed or expended by the County.

19. Attorney's Fees. Nothing in this Agreement shall be construed to deny either party to seek any remedies that may be available to that party at law or in equity, including but not limited to an awards of court costs and attorney's fees in order to enforce the terms of this Agreement or to recover damages as a result of any breach of this Agreement.

20. Assurances.

- a. *Equal Employment Opportunity.* Beatitude Partners shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, sexual orientation, national origin, marital status, familial status, or any other basis prohibited by applicable law. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Beatitude Partners shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. Beatitude Partners shall incorporate this provision in all subcontracts for services provided under this Agreement.
- b. *Nondiscrimination Under Title VI of Civil Rights Act of 1964.* Beatitude Partners covenants and promises that it will fully comply with Title VI of the Civil Rights Act of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits or, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County.
- c. *Interest of Members of the County and Others.* No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- d. *Interest of Beatitude Partners.* Beatitude Partners, on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required to be performed under this Agreement. Beatitude Partners, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- e. *Records.* Beatitude Partners shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by Beatitude Partners of all compensation received for its works and services. Beatitude Partners' records shall be subject at all reasonable times to inspection, copy and audit by the County or its authorized

representatives. Beatitude Partners shall preserve and make its records available to the County and its authorized representatives until the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule or regulation.

- f. *Constitutional Prohibition.* Beatitude Partners shall not use County funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

21. Guarantee by The Beatitude Foundation, Inc. The Beatitude Foundation, Inc. is signing this Funding Agreement to evidence its guaranty of all of the obligations of Beatitude Partners under the terms and conditions of this Funding Agreement.

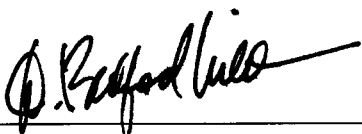
IN WITNESS WHEREOF, the County and Beatitude Partners have caused this Funding Agreement to be duly executed as of the date first above written.

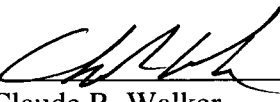
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

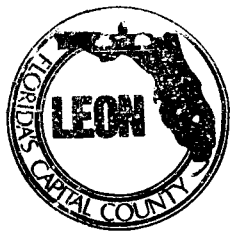
**BEATITUDE PARTNERS, LLC,**  
a Florida limited liability company

By: Tierra Vista Group, LLC,  
a Florida limited liability company  
Its Manager

  
\_\_\_\_\_  
Print Name: Jo-Lyn Palmer

  
\_\_\_\_\_  
Print Name: D. Bedford Wilder

By:   
\_\_\_\_\_  
Claude R. Walker  
Its Manager



LEON COUNTY, FLORIDA

By: [Signature]  
Vincent S. Long  
County Administrator

ATTEST:  
BOB INZER, CLERK OF THE COURT,  
LEON COUNTY, FLORIDA

By: [Signature]  
Clerk

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: [Signature]  
Herbert W. A. Thiele, Esq.

GUARANTY AGREEMENT

The undersigned, The Beatitude Foundation, Inc., for good and valuable consideration, does hereby unconditionally guarantee to Leon County, Florida the payment and performance of all of the obligations of Beatitude Partners under the terms and conditions of the Funding Agreement.

Dated this 18 day of November, 2014

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Print Name: Jo-Lyn Palmer

[Signature]  
Print Name: Bruce I. Wiener

**THE BEATITUDE FOUNDATION, INC.,**  
a Florida corporation

By: [Signature]  
Print Name: Richard S. Kearney  
Its: President

**ASSIGNMENT, ASSUMPTION, RELEASE AND MODIFICATION AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION, RELEASE AND MODIFICATION AGREEMENT (the "Agreement") is made and entered into the date upon the last of the parties signs the Agreement, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," CESC, INC., a Florida not-for-profit corporation, BEATITUDE PARTNERS, LLC, a Florida limited liability company, and THE BEATITUDE FOUNDATION, INC., a Florida not-for-profit corporation.

**WITNESSETH**

WHEREAS, the Beatitude Partners, LLC developed a Comprehensive Emergency Services Center located on a portion of real property having Parcel ID Number 2133208010000, hereinafter referred to as the "Kearney Center," to improve the community's ability to provide a full range of targeted services that help our homeless neighbors move toward permanent housing and self-sufficiency; and

WHEREAS, construction of the Kearney Center was funded by a certain loan from Hancock Bank to the Beatitude Partners, LLC, hereinafter referred to as the "Loan"; and

WHEREAS, the County and Beatitude Partners, LLC entered into that certain Funding Agreement, dated November 18, 2014 (County Contract No. 4129), whereby the County provided funding to Beatitude Partners, LLC in the amount of \$100,000.00 per fiscal year commencing on October 1, 2014 and ending October 1, 2018, for a total of \$500,000.00, and such funding has been distributed by the County directly to Hancock Bank for purposes of paying down the balance of the Loan; and

WHEREAS, Beatitude Partners, LLC is obligated to return the County's contribution pursuant to the schedule set forth in the Funding Agreement in the event the Kearney Center is sold and/or its uses as described in the Funding Agreement materially change; and

WHEREAS, The Beatitude Foundation, Inc. unconditionally guaranteed to the County the payment and performance of the obligations of Beatitude Partners, LLC under the terms and conditions of the Funding Agreement; and

WHEREAS, CESC, Inc. was incorporated after execution of the Funding Agreement, and is responsible for the operation of the Kearney Center; and

WHEREAS, on March 12, 2019, the Leon County Board of County Commissioners, hereinafter the "Board," approved a funding request delivered by CESC, Inc. to continue for an additional five (5) years the annual \$100,000.00 distribution for purposes of paying down the Loan, subject to funding; and

WHEREAS, Beatitude Partners, LLC wishes to convey ownership of the Kearney Center and assign the Loan to CESC, Inc.; and



WHEREAS, Beatitude Partners, LLC wishes to assign all the terms, covenants, conditions and agreements of Beatitude Partners, LLC under the Funding Agreement to CESC, Inc.; and

WHEREAS, CESC, Inc. wishes to assume all the terms, covenants, conditions and agreements of Beatitude Partners, LLC under the Funding Agreement; and

WHEREAS, the County and CESC, Inc. wish to amend the Funding Agreement as provided herein; and

WHEREAS, the County and Beatitude Partners, LLC wish to enter into a mutual release on the terms and conditions set forth herein; and

WHEREAS, the County and The Beatitude Foundation, Inc. wish to terminate the Guaranty Agreement appended to the Funding Agreement and release The Beatitude Foundation, Inc. on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The above recitals are true and correct and are made part of this Agreement.

2. Definitions. Capitalized terms used and not defined herein have the respective meaning assigned to them in the Funding Agreement.

3. Effective Date. This Agreement will be effective as of the date the last party signs it or the date that all conditions precedent to formation of the Agreement are satisfied, whichever occurs later.

4. Conditions Precedent to Formation of Agreement. The terms of this Agreement shall only become operative if all of the following conditions are satisfied: (a) CESC, Inc. acquires ownership of the Kearney Center as evidenced by a bill of sale, assignment of lease, and other customary closing documents; and (b) CESC, Inc. assumes the Loan. CESC, Inc. shall deliver to the County proof of satisfaction of each condition.

5. Representations and Warranties.

5.1 Representations and Warranties of Beatitude Partners, LLC. In connection with and as an inducement to the County's consent to this Agreement, Beatitude Partners, LLC hereby represents and warrants as follows:

5.1.1 As of the Effective Date, the Funding Agreement is in full force and effect; no event or condition has occurred that is, or with notice or passage of time would be, an event of default or termination under the Funding Agreement; and

there are no material disputes pending or threatened related to any rights or obligations transferred by this Agreement.

5.1.2 Beatitude Partners, LLC has performed all of its obligations under the Funding Agreement that are required to be performed on or before the Effective Date.

5.2 Representations and Warranties of CESC, Inc. In connection with and as an inducement to the County's consent to this Agreement, CESC, Inc. hereby represents and warrants as follows:

5.2.1 CESC, Inc. is a not-for-profit corporation duly organized, in good standing, and validly existing under the laws of Florida, and has all requisite power and authority to enter into and perform this Agreement and the Funding Agreement; that the execution, delivery and performance of this Agreement and the assumption of the Funding Agreement have been duly authorized by all requisite corporate action of CESC, Inc. and will not violate any provisions of applicable law, the Articles of incorporation or By-Laws of CESC, Inc.

5.2.2 CESC, Inc. is authorized to conduct business and operate the Kearney Center under all applicable laws.

5.2.3 As of the Effective Date, CESC, Inc. owns the Kearney Center, and the sale thereof or a material change to its uses described in the Funding Agreement are within its control.

5.2.4 As of the Effective Date, CESC, Inc. has assumed the terms, covenants, conditions and agreements of Beatitude Partners, LLC under the Loan.

5.2.5 This Agreement and the Funding Agreement, as amended herein, are the legal, valid and binding obligations of CESC, Inc., enforceable against CESC, Inc. in accordance with their respective terms.

6. Assignment and Assumption.

6.1 Assignment. Beatitude Partners, LLC hereby irrevocably assigns, grants, conveys, and transfers to CESC, Inc. all of Beatitude Partners, LLC's right, title, and interest in the Funding Agreement.

6.2 Assumption. CESC, Inc. unconditionally accepts such assignment and assumes all of Beatitude Partners, LLC's duties, liabilities, and obligations under the Funding Agreement, and agrees to pay, perform, and discharge, as and when due, all of the obligations of Beatitude Partners, LLC under the Funding Agreement accruing on and after the Effective Date.

7. Release.

7.1 The County releases and forever discharges Beatitude Partners, LLC, as well as its managers, members, officers, employees, agents, and representatives, from all further obligations arising under the Funding Agreement, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that the County has or may have against Beatitude Partners, LLC or any of the foregoing persons, arising out of or in any way connected to performance under the Funding Agreement on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of the County or Beatitude Partners, LLC due to be performed before the Effective Date.

7.2 Beatitude Partners, LLC releases and forever discharges the County, as well as its officers, employees, agents, and representatives, from all further obligations arising under the Funding Agreement, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that Beatitude Partners, LLC has or may have against the County or any of foregoing persons, arising out of or in any way connected to performance under the Funding Agreement on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of the County or Beatitude Partners, LLC due to be performed before the Effective Date.

8. Amendments to Funding Agreement. In connection with the assumption of the Funding Agreement by CESC, the Funding Agreement is hereby amended in the following respects:

8.1 All references to “Beatitude Partners, LLC” are hereby amended to refer to “CESC, Inc., a Florida not-for-profit corporation.”

8.2 All references to the “Comprehensive Emergency Services Center” are hereby amended to refer to the “Kearney Center.”

8.3 All notice provisions in the Funding Agreement are hereby modified to delete the address of Beatitude Partners, and to substitute the address for CESC in place thereof:

CESC, Inc.  
Administrative Office, 5100 Blountstown Hwy  
Tallahassee, FL 32304

8.4 The County and CESC, Inc. acknowledge and agree that the Board previously approved CESC, Inc.’s request for funding in the amount of \$100,000.00 per fiscal year commencing on October 1, 2019 and continuing in subsequent Octobers of the years 2020, 2021, 2022, and 2023, for a total of \$500,000, all subject to the availability of funding. The County and CESC, Inc. agree that funds shall be distributed by the County directly to Hancock Bank for purposes of paying down the balance of the Loan; to date \$200,000.00 has been distributed by the County to Hancock Bank for such purposes.

8.5 Section 8 of the Funding Agreement is hereby deleted in its entirety and replaced with the following language:

8. Conditions to Funding. Should the Kearney Center be sold and/or its uses as described herein materially change:
- a. commencing October 1, 2019, the County's full \$500,000.00 contribution for Fiscal Years 2014, 2015, 2016, 2017, and 2018, shall be returned to the County within ten (10) days of such sale and/or material change in use, minus \$25,000.00 per year for a 20-year period;
  - b. the County's full \$500,000.00 contribution for Fiscal Years 2019, 2020, 2021, 2022, and 2023, made through September 30, 2024 shall be returned to the County within ten (10) days of such sale and/or material change in use;
  - c. commencing October 1, 2024, the County's full \$500,000.00 contribution for Fiscal Years 2019, 2020, 2021, 2022, and 2023, shall be returned to the County within ten (10) days of such sale and/or material change in use, minus \$25,000.00 per year for a 20-year period.

8.6 Except as modified herein, all other terms and conditions of the Funding Agreement shall remain in full force and effect.

9. Termination of Guaranty Agreement and Release.

9.1 As of the Effective Date, the Guaranty Agreement appended to the Funding Agreement is hereby terminated.

9.2 The County releases and forever discharges The Beatitude Foundation, Inc. as well as its directors, officers, employees, agents, and representatives, from all further obligations arising under the Guaranty Agreement or the Funding Agreement, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that the County has or may have against The Beatitude Foundation, Inc. or any of the foregoing persons, arising out of or in any way connected to performance under the Guaranty Agreement or the Funding Agreement on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of the County or The Beatitude Foundation, Inc. due to be performed before the Effective Date.

10. Ratification. Except as expressly modified herein or in separate instruments executed contemporaneously herewith, the Funding Agreement shall remain in full force and effect, and all the remaining terms and provisions of the Funding Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

CESC, INC.,  
a Florida not-for-profit corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BEATITUDE PARTNERS, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: Tierra Vista Group, LLC  
a Florida limited liability company  
Its Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

THE BEATITUDE FOUNDATION, INC.,  
a Florida not-for-profit corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kyle L. Kemper  
Assistant County Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

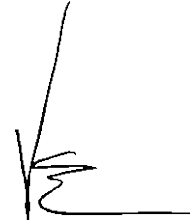
## Agenda Item #18

March 9, 2021

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

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

**Title:** CESC, Inc.- Kearney Center COVID-19 Funding Reallocation



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services and Community Partnerships

### **Statement of Issue**

This item seeks consideration to allow the CESC/Kearney Center to reallocate \$1.0 million previously approved by the County to pay for COVID-19 related expenses for homeless shelter services not eligible for FEMA reimbursement.

### **Fiscal Impact:**

This item has a fiscal impact. The funds authorized in this item have previously been appropriated and no new funding is being requested. Previously, the Board approved \$1.0 million to the CESC as the required match for Federal Emergency Management Agency (FEMA) reimbursement; however, due to recent actions taken by the federal government, a match is no longer required.

### **Staff Recommendation:**

Option #1: Authorize CESC, Inc. to utilize \$1.0 million for COVID-19 related expenses that will not be reimbursed by the Federal Emergency Management Agency and authorize the County Administrator to execute any necessary agreements subject to legal review by the County Attorney.

## **Report and Discussion**

### **Background:**

As requested by CESC Inc. (CESC), which operates with Kearney Center, this item seeks Board approval to authorize CESC to utilize \$1.0 million for COVID-19 related expenses incurred providing homeless shelter services not eligible for FEMA reimbursement. The CESC had previously requested these funds be used as a match for FEMA reimbursements; however, FEMA no longer requires a match and therefore the \$1.0 million is available for reallocation (Attachment #1).

To assist CESC and the Kearney Center in seeking reimbursement from FEMA, on April 6, 2020, Leon County Emergency Management submitted a plan to the Florida Division of Emergency Management requesting FEMA authorization to utilize non-congregate shelters within Leon County for individuals and families experiencing homelessness, in order to prevent the spread of COVID-19. On April 7, 2020, the County's request was approved by FEMA and as a result the Kearney Center was subsequently approved to seek FEMA reimbursement for costs related to COVID-19.

To further assist the Kearney Center, on December 8, 2020, the Board allocated \$1 million from the Leon CARES program to the CESC-Kearney Center to be used as the required 25% match for FEMA reimbursement; FEMA generally provides up to 75% in reimbursement for eligible costs (Attachment #2). Subsequently, on February 2, 2021, President Biden issued an executive order increasing the FEMA reimbursement rate to 100% for eligible costs incurred January 2020 through September 30, 2021. Therefore, a match is no longer required for the reimbursement of costs deemed eligible by FEMA. As such, CESC has revised their request to use the \$1.0 million to pay for additional COVID-19 related expenses not being reimbursed by FEMA.

### **Analysis:**

The Kearney Center provides homeless shelter services including emergency housing, case management, and health care to individuals experiencing homelessness. On March 26, 2020, the Kearney Center began transitioning its homeless shelter client from its congregate facility on Municipal Way to non-congregate settings including hotels and apartments, to prevent the potential spread of COVID-19. According to CESC, the Kearney Center has incurred more than \$2.8 million in additional expenses since transitioning its clients to non-congregate shelters. The organization anticipates that it will incur an additional \$606,000 through April 30, 2021. Since August 2020, the County has allocated approximately \$1.8 million to CESC in response to the COVID-19 pandemic for facility renovations that meet CDC guidelines, security costs at the non-congregate sites, feeding of non-sheltered homeless individuals and families, and the required match for FEMA reimbursement.

As reflected in its February 25, 2021 correspondence to the County, CESC has been working with FEMA to identify eligible expenses that the Kearney Center has incurred that will be reimbursed by the federal agency. CESC anticipates that expenses such as hotel rooms, meals, and staff overtime will be eligible for FEMA reimbursement. However, FEMA representatives informed the organization that expenses such as personnel cost for new staff hired by the Kearney Center to build capacity including medical staff, hazard pay for staff, and damages at the non-congregate sites caused by Kearney Center clients are not eligible for reimbursement. FEMA also informed



CESSC that only initial security and cleaning costs incurred transitioning clients into non-congregate shelters in March 2020 would be reimbursable; additional security and cleaning costs incurred as part of the operation at the non-congregate shelters are not reimbursable. The total cost of non-reimbursable expenses is approximately \$1.1 million.

CESSC is requested the \$1.0 million previously allocated by the Board be permitted to be utilized for COVID-19 related expenses for homeless shelter services at the non-congregate sites that are not eligible for FEMA reimbursement. CESC also indicated that utilizing the funds for COVID-19 related expenses will assist in its plans to open and resume operations at the Kearney Center facility on Municipal Way in Spring 2021. Therefore, it is recommended that the Board approve the Kearney Center's utilization of up to \$1 million for COVID-19 related expenses. The current County agreement with CESC for CARES funding would be revised to authorize \$1.0 million allocated to the Kearney Center for COVID-19 related expenses and include a timeline for the re-opening and full operation of the Kearney Center's Municipal Way facility as an emergency homeless shelter.

**Options:**

1. Authorize CESC, Inc. to utilize \$1.0 million for COVID-19 related expenses that will not be reimbursed by the Federal Emergency Management Agency and authorize the County Administrator to execute any necessary agreements subject to legal review by the County Attorney.
2. Do not authorize CESC, Inc. to utilize \$1.0 million for COVID-19 related expenses that will not be reimbursed by the Federal Emergency Management Agency that were incurred providing homeless shelter services in non-congregate sites.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. CESC, Inc. request memo
2. December 2020 Agreement Amendment

## Connecting Everyone with Second Chances-- Kearney Center



February 25, 2021

To: Shington Lamy

From: Arun Dhanarajan , CFO, Connecting Everyone with Second Chances

Please find attached our request to utilize \$1-million of CARES funding provided by Leon County for Covid-19 related expenses. We have incurred \$2,893,000 in costs to date and anticipate spending and additional \$606,000 through April 30, 2021. Expenses submitted are Covid-related and incurred in association with homeless continuation services at 2 hotels and an apartment complex in non-congregate settings. This arrangement was created in response to COVID-19 and is critical to the protection of work, property, life and public health.

FEMA representatives shared that the costs referenced in the attached request were unlikely to be covered and specifically referenced cleaning costs, security, and staffing/overtime. FEMA also stated if any other funds are available, such as CARES, to utilize these first as FEMA is the funder of last resort. As reflected in the attached spreadsheet, funds will be used for staffing, hazard pay, security, cleaning costs, and repairs to non congregate sites.

This support will help actualize our goal to move clients back to the Kearney Center spring 2021,

## Leon CARES - TASK 8

### Non-Congregate Shelter

<u>Priority</u>	<u>Service</u>	<u>Vendor</u>	<u>2020</u>	<u>Projected Jan-April '21</u>	<u>TOTAL</u>
1.	New Non Congregate Shelter Staff (see staffing tab)	CESC	124,049.27	49,100.00	173,149.27
	Pandemic Pay for Frontline Staff	CESC	82,990.00	47,400.00	130,390.00
2.	Security - Non Congregate Sites	Moses	420,353.00	93,810.00	514,163.00
		Blue Line	89,100.00	24,640.00	113,740.00
3.	Medical Staffing	Medical Staffing Solutions	14,332.58	5,600.00	19,932.58
4.	Cleaning units	Hospitality Solutions	24,862.53	15,600.00	40,462.53
		ServPro	4,443.00		4,443.00
5.	Non Congregate Site Repairs/Damages	Suburban	3,271.78	24,000.00	27,271.78
		Seven Hills	5,723.51	16,000.00	21,723.51
6.	Negative Air Vent/Touchless Faucets	TBD	-	68,000.00	68,000.00
			<b>\$ 769,125.67</b>	<b>\$ 344,150.00</b>	<b>\$ 1,113,275.67</b>

### AMENDMENT #3 TO CONTRACT NO. B-20-279

THIS AMENDMENT #3 (“Amendment”) to Contract No. B-20-279 (“Agreement”) is made and entered into as of the date of execution by both parties, by and between CESC, INC. (hereinafter referred to as the “Contractor”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as the “County”).

WHEREAS, on August 18, 2020, the Contractor and the County entered into the Agreement for the Contractor to provide certain goods and/or perform certain services specified in the Agreement; and,

WHEREAS, on October 28, 2020, the parties amended the Agreement (“Amendment #1”) to increase the amount of funding available to the Contractor for a commensurate increase in the provision of eligible goods and/or performance of eligible services; and,

WHEREAS, on November 23, 2020, the parties amended the Agreement (“Amendment #2”) to provide that one purchase order will be issued in a not to exceed amount for any work performed or goods purchased related to the Agreement; and,

WHEREAS, as contemplated in the Agreement, the County has agreed to reimburse the Contractor for such goods and/or services in accordance with the plan adopted by the Leon County Board of County Commissioners (the “Leon CARES” plan); and,

WHEREAS, the County has modified the Leon CARES plan to further increase the amount of funding available to the Contractor for a commensurate increase in the provision of eligible goods and/or the performance of eligible services; and,

WHEREAS, pursuant to Section 6 of the Agreement, the County and the Contractor wish to enter into this Amendment #3.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. Amended Exhibits A and B to Amendment #2 are hereby deleted and replaced in their entirety by revised Amended Exhibits A and B to this Amendment, which are incorporated herein and attached hereto by reference.
2. Section 3, entitled “Term and Delivery”, is hereby deleted and replaced in its entirety with the following language:

This Agreement shall commence immediately upon execution by both the County and the Contractor and shall terminate at 11:59 p.m. on September 30, 2021. Reporting, invoicing, and payment are expected to continue beyond the term of this Agreement.

A purchase order not to exceed \$1,814,000 (One Million Eight Hundred Fourteen Thousand and 00/100) must be issued by the County before requesting payment for any work performed or goods purchased related to this Agreement.

3. Section 4.D. of the Agreement is hereby deleted and replaced in its entirety with the following language:
  - D. All funds for payment by the County under this Agreement are subject to the availability of funding. In the event funding is unavailable, the County will terminate this Agreement, without termination charge or other liability.
4. Section 8.D. of the Agreement is hereby deleted and replaced in its entirety with the following language:
  - D. The Contractor has provided the Certification Regarding Lobbying as provided in Exhibit E.
5. Section 16.K. of the Agreement is hereby deleted and replaced in its entirety with the following language:
  - K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
    1. This Amendment, including revised Amended Exhibits A and B
    2. Amendment #2, including Amended Exhibits A and B
    3. Amendment #1, including Amended Exhibits A and B
    4. Agreement
    5. Scope of Services – Agreement Exhibit A
    6. Contractor’s Proposal – Agreement Exhibit B
6. Exhibit D is hereby deleted from the Agreement.
7. All other provisions of the Agreement remain in full force and effect.
8. This Amendment shall become effective upon full execution hereof by the County and the Contractor.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date last written below.

**LEON COUNTY, FLORIDA**

Vincent S. Long  
Vincent S. Long, County Administrator

Date: 12/22/20

**CESC, INC.**


Jacob Reiter  
Jacob Reiter, Chief Operating Officer

Date: 12/17/2020

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

By: Gwendolyn Marshall 

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

By: Kyle L. Kemper  Digitally signed by Kyle L. Kemper  
DN: cn=Kyle L. Kemper, o=Leon County  
Attorney's Office, ou,  
email=KemperK@leoncountyfl.gov, c=US  
Date: 2020.12.22 13:54:29 -05'00'

## AMENDED EXHIBIT A: SCOPE OF SERVICES

**Principal Contact:** Jacob Reiter 305.904.7845

### Tasks to be Performed by Contractor:

1. Architectural Firm to recommend the modifications and adjustment to the HVAC system and architectural elements in the Kearney Center facility to more effectively reduce the spread and transmission of pandemic viruses
2. Construction Firm Contract with construction firm to implement modifications (estimate which may include: air handler reconfiguration and implementing safety protocols (such as plexiglass))
3. Based on cost, contract may additionally include: Construction Firm Contract staff office reconfiguration; partner offices reconfiguration; reconfiguration of dining space and seating
4. Provide security for non-congregate sites.
5. Feed unsheltered Leon County residents.
6. Perform additional shelter renovations.
7. Purchase computers to better serve clients in non-congregate sites. Diversion and Leadership training for direct care staff. Software for Electronic health records and giving software for donor retention through Covid 19 pandemic.
8. Provide shelter and shelter services at non-congregate sites due to the Covid 19 pandemic.

### Deliverables:

1. Bid Solicitation Package using method, certifications and necessary inclusions pursuant to 2 CFR 200
  - a. Including all addenda and amendments
2. All Bids and Certified Bid Tabulation/Comparison
  - a. Notice to unsuccessful bidders or offerors and record of any debriefing;
  - b. Notice of award;
  - c. Record of any protest;
3. Copy of agreements with contractors, including change orders and contract amendments, for all installation, construction, design, renovation, and repairs
  - a. Notice to proceed
  - b. Permits
  - c. Certificate of Completion
4. Exhibit C: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
5. A detailed activity report summarizing the actual services performed, deliverables achieved, goods provided, and costs incurred during the previous month.
6. Provide County an Excel file containing a unique client ID number of all clients served and location of shelter sites provided for all clients served under this agreement.

### Not-to-Exceed Budget:

The County shall pay the Contractor for all goods and/or services provided as described in this Agreement. The total cost of all goods and/or services shall not exceed \$1,814,000. The Contractor shall provide itemized invoices to the County on a monthly basis stating the hourly rate and number of hours worked for any Contractor personnel; the cost of professional services, construction labor, goods, supplies, materials, and/or equipment; and any other operating costs associated with the Contractor's performance of this Agreement.

For all goods and/or services provided under this Agreement, the County will pay the Contractor up to a maximum amount as follows:

<b>Task (must correspond with tasks listed above):</b>	<b>Amount:</b>
Task #1 Architectural Review and Analysis	\$45,000
Task #2 Heating, Ventilation & Air Conditioning & Plexiglass Install	\$308,700
Task #3 Space Reconfiguration to encourage Social Distancing	\$40,118
Task #4 Provide security for non-congregate sites.	\$45,000
Task #5 Feed Leon County residents.	\$48,556
Task #6 Perform additional CESC renovations.	\$292,970
Task #7 Provide training and purchase software	\$33,656
Task #8 Provide shelter and shelter services at non-congregate sites	\$1,000,000
<b>Total Not to Exceed:</b>	<b>\$1,814,000</b>

The amount of each task may be modified upon the written request of the Sub-grantee and written approval of the County. However, modified task amount(s) shall not increase the total cost of this Agreement.

**Payment Schedule:**

Task #1: Architectural Review

<b>Item:</b>	<b>Amount: \$45,000</b>
Site Visits	\$5,000
Scope of Work Development	\$40,000

Task #2: Heating, Ventilation & Air Conditioning

<b>Item:</b>	<b>Amount: \$308,700</b>
Replace Air handler(s) & Condenser(s); Install Plexiglass	\$308,700

Task #3: Space Reconfiguration

<b>Item:</b>	<b>Amount: \$40,118</b>
Office & Dining Space: Demo & Reconstruct Walls	\$40,118



Task #4: Security at Non-Congregate Sites

Item:	Amount: \$45,000
Security	\$45,000

Task #5: Feed unsheltered Leon County residents.

Item:	Amount: \$48,556
Food support systems	\$48,556

Task #6: Perform additional shelter renovations.

Item:	Amount: \$292,970
CESC Renovations	\$292,970

Task #7: Provide staff training and purchase software

Item:	Amount: \$33,656
Training and software	\$33,656

Task #8: Provide shelter and services at non-congregate sites

Item:	Amount: \$1,000,000
Sheltering costs	\$1,000,000

The amount of each task may be modified upon the written request of the Sub-grantee and written approval of the County. However, modified task amount(s) shall not increase the total cost of this Agreement.



## AMENDED EXHIBIT B – CONTRACTOR’S PROPOSAL

### PURPOSE

1. To make modifications and adjustment to the HVAC system and architectural elements in the Kearney Center facility to more effectively reduce the spread and transmission of pandemic viruses.
2. To feed unsheltered Leon County residents during the pandemic.
3. To provide security for non-congregate shelter sites during the pandemic.
4. To make technology upgrades to better serve clients during the pandemic.
5. To provide shelter and services at non-congregate sites due to the pandemic.

### BACKGROUND

Built in 2014 and opened in April 2015, the Kearney Center has 36,000 square feet of space which includes 2 sleeping wings, a kitchen and dining facility, medical and dental operations, community meeting rooms, classroom, and offices. Prior to COVID-19, the Center served an average nightly number of 365-clients and provided day services (meals, showers, case management and more) to an additional 50-60 clients.

With the onset of COVID-19, and CDC guidance to for people to stay 6-feet apart, CESC partnered with Florida State University’s School of Interior Design to estimate the number of clients in a re-configured space that could be housed. The initial estimate is 145-clients could return. Given the congregate nature of the building, the board of directors recommended moving all clients to non-congregate spacing until a plan could be devised to bring clients back safely tot eh Kearney Center.

CESC also operates low-income housing for persons who have experienced homelessness or who are experiencing poverty. These two sites are Westgate, which provides single and double residency in homes and apartment buildings and the Dwellings, the nation’s first village of tiny homes for those loving in poverty. Both sites provide case management.

### SCOPE OF WORK

Construction: This scope of the work for the Kearney Center includes compartmentalization of the areas in the buildings based on the functions, optimized airflow patterns, zone pressurization, exhaust ventilation, units’ filtrations and etc. with modifications of operations per CDC guidelines. Efforts will



align with CDC Guidelines for Environmental Infection Control in Health-Care Facilities (2003) Air changes/hour (ACH) and time required for airborne-contaminant removal by efficiency to increase efficiency of airborne contaminants. Secondly funds shall be used to meet CDC Interim Guidance for Homeless Service Providers to Plan and Respond to Coronavirus Disease 2019 (COVID-19) Facility layout considerations which primarily advance safety protocols to maintain social distancing which may include the following changes: use of plexiglass; staff office reconfiguration; partner offices reconfiguration; reconfiguration of dining space and seating, including creating outdoor dining with Sunbrella covering and purchase of furniture. Work also includes upgrading carpet to include imprinted 6-foot social distancing visuals.

At the low-income housing site, Westgate, work would focus on safety and cleanliness with upgrade to UV light in split systems with 13 Merv filters and boxes; 2 per house; 3 in each large building. At the Dwellings UV lights and air handler systems upgraded in tiny homes and administrative offices.

Software/Training: Project Management software for automating Rapid Rehousing. Upgrading Electronic health record software (critical during Covid19). Concierge AI Giving Software to analyze donors during Covid19 and retain. Automated Texting software to use with all clients. Training costs estimated: Diversion training and leadership training for direct care staff.

Food: Due to the COVID-19 pandemic, the Kearney Center is sheltering residents at multiple sites. This has increased food and feeding system costs as we follow CDC guidelines to curb the spread of the virus while ensuring residents are fed.

Security: In addition to the cost of the rooms, each hotel and property requires 24/7 security as a condition of use. Because our clients are now at multiple sites, the costs of security has exceeded the normal level typically provided at the Kearney Center.

## DELIVERABLES

- Architectural Firm Recommendations
- Construction Firm Permits
- Feeding of unsheltered Leon County Residents
- Security for non-congregate shelter sites



## TIMELINE

**August 2020.** Contract with Architectural Firm (estimated \$50,000.00) to recommend the modifications and adjustment to the HVAC system and architectural elements in the Kearney Center facility to more effectively reduce the spread and transmission of pandemic viruses

**September – December 2020.** Contract with construction firm and complete deliverables. Purchase software and conduct training.

**Ongoing.** Sheltering, feeding, and security for Leon County residents at non-congregate sites.

## PROGRAM MANAGER

- David Draughon, Facilities Director (850) 405-0223

A handwritten signature in blue ink, appearing to read 'James Reiter, COO', with the date '12/17/2020' written below it.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

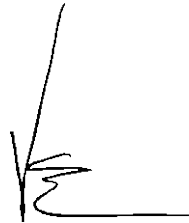
## Agenda Item #19

March 9, 2021

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

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

**Title:** Agreement with Marpan Recycling, LLC for Single-Stream Recycling Services



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship Scott Ross, Director of Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator

### **Statement of Issue:**

This item seeks Board approval of a new contract with Marpan Recycling, LLC in order to ensure the continuation of the County's single-stream recycling program.

### **Fiscal Impact:**

This item has a fiscal impact. The new contract with Marpan would result in a projected increase of approximately \$80,000 in recycling costs for FY 2022. As discussed during the November 17, 2020 meeting, a comprehensive study of the County's recycling program conducted by SCS Engineers concluded that negotiating a new agreement with Marpan Recycling is the most financially advantageous and best value option among all other alternatives. Based upon the direction provided by the Board at that time, should the Board approve the proposed contract, funding would be contemplated during the upcoming FY 2022 budget process.

### **Staff Recommendation:**

Option #1: Approve the proposed contract with Marpan Recycling, LLC for single-stream recycling services (Attachment #1) and authorize the County Administrator to execute.



## Report and Discussion

### **Background:**

This item seeks the Board's consideration of a new long-term contract with Marpan Recycling, LLC (Attachment #1) in order to ensure the continuation of the County's single-stream recycling program. The proposed new contract advances the following FY2017-FY2021 Strategic Initiative and 5-Year Target:

- *Develop strategies to increase recycling and reuse rates. (2016-14)*
- *75% community recycling rate. (T7)*

This particular Strategic Initiative and 5-Year Target aligns with the Board's Environment Strategic Priority:

- *(EN4) Reduce our carbon footprint.*

On December 9, 2019, Marpan Recycling notified the County and the City of Tallahassee that its single-stream recycling plant was operating at a deficit due to an ongoing decline in global markets for recycled commodities and that it may be forced to cease operations due to these circumstances. However, Marpan and the County have agreed to and are currently operating under an interim agreement, approved by the Board at the February 11, 2020 meeting, to allow time to explore options for the future of the recycling program. At the same meeting, the Board also authorized the County Administrator to engage SCS Engineers, an industry-leading consulting firm, in partnership with the City of Tallahassee to assess current and projected market conditions, review recycling industry best practices, evaluate any potential regional approaches to recycling, and identify a range of policy options to maintain a viable recycling program in the long term.

At the November 17, 2020 meeting, the Board accepted the final report and recommendations of the recycling study conducted by SCS Engineers. The November 17, 2020 agenda item which includes a comprehensive review of the County's recycling program, funding for the program, and the County's longstanding successful partnership with Marpan is included as Attachment #2 to this item, and the SCS Engineers recycling study is included as Attachment #3. As discussed in detail in the consultant's final report, the study evaluated a wide range of policy options and alternatives for the processing of the County's single-stream recyclables and concluded that negotiating a new agreement with Marpan Recycling, the County's current single-stream processor, is the most financially advantageous and best value option among all available alternatives. Accordingly, during that meeting, the Board authorized the County Administrator to renegotiate the County's single-stream recycling contract with Marpan and to present a draft agreement to the Board for approval in early 2022.

### **Analysis:**

Since the November 17, 2020 meeting, the County has been in discussions with Marpan Recycling as well as the City of Tallahassee, which maintains a separate but similar contract with Marpan, to negotiate a new agreement that ensures the long-term viability of the community's recycling program. As discussed in further detail below, the County has negotiated a proposed new agreement with Marpan (Attachment #1) which would ensure the continuation of this successful

partnership for up to ten years, equitably shares market risk among both the County and Marpan, and compares favorably to other Florida jurisdictions in terms of the net cost to the County for single-stream recycling services. The Tallahassee City Commission is expected to consider a similar agreement with Marpan at its March 10, 2021 meeting.

As discussed in detail in the November 17, 2020 agenda item (Attachment #2), the County pays Marpan a flat fee per ton to process single-stream recycling, and Marpan shares a portion of its revenue with the County from the commodities it sells. The revenue that Marpan shares with the County is based on the market value of these commodities which fluctuates on a monthly basis. During the current contract period (February 2021 through September 2021), the County pays a flat processing fee of \$89 per ton, less a 30% share of Marpan's revenues. The FY 2021 recycling program budget was developed based upon a net cost of approximately \$76 per ton for single-stream recycling.

Under the proposed new agreement, the County's processing fee would increase to \$115 per ton; however, the revenue generated from the sale of recycled commodities would be shared between the County and Marpan on a sliding-scale basis. Under this model, when the market value of recycled commodities is low, Marpan would retain a larger share of its revenues. As market values rise, however, the County would retain a proportionally greater share. This model ensures that Marpan's single-stream recycling operation remains financially viable during periods of market decline while also allowing the County to capture a greater share of program revenues as markets improve, thereby lowering the County's net recycling costs.

Based on the current market value of commodities, the County's net cost per ton of single-stream recycling would be approximately \$87 under the new contract, or an increase of approximately \$80,000 for FY 2022. As discussed during the November 17, 2020 meeting, the SCS Engineers study of the County's recycling program evaluated other Florida jurisdictions' current recycling costs, and the terms of the proposed agreement with Marpan would continue to compare favorably to other local governments' costs. The study concluded that negotiating a new agreement with Marpan Recycling is the most financially advantageous and best value option among all other alternatives. Based upon the direction provided by the Board at the November 17 meeting, should the Board approve the proposed contract, funding would be contemplated during the upcoming FY 2022 budget process.

The term of the proposed new contract would be for a base period of five years, with an option for one additional five-year extension upon the mutual agreement of both the County and Marpan. The proposed contract also includes provisions to ensure that neither party can terminate the agreement for convenience without providing 12 months' notice.

Finally, during the November 17, 2020 meeting, Commissioners requested that this item include a discussion regarding the City of Tallahassee's plan to move forward with its single-stream recycling program, how commercial recycling is offered at apartment complexes within the City, and how the County can continue supporting regional coordination in recycling efforts. First, as indicated earlier in this item, the Tallahassee City Commission is expected to consider a similar agreement with Marpan Recycling at its March 10, 2021 meeting. The City's agreement would



include the same five-year term and optional five-year extension contemplated in the proposed agreement between the County and Marpan.

With regard to how recycling is offered at apartment complexes within the City, commercial recycling is currently available to all businesses in Leon County and the City of Tallahassee including multifamily housing developments. Commercial recycling is optional and is provided at an additive cost to the business which represents the monthly rental cost of the waste container and a collection charge. Some jurisdictions in Florida have adopted ordinances to implement mandatory commercial recycling; however, considering the financial impact to local businesses that mandatory commercial recycling would entail, neither the County or City has not adopted an ordinance to this effect. The City currently offers recycling services to all apartment complexes on a per-request basis and also offers on-site assessments with its Solid Waste Services staff to help property managers determine if adequate space is available for a recycling container and service truck access. Also, in 2010, the Florida Legislature enacted legislation requiring all new commercial construction, including apartment complexes, to design and construct a designated space for recycling collection containers and adequate access for collection vehicles. Since that time, the City's Solid Waste Services staff have reviewed plans for new apartment construction to ensure that a recycling collection area is included in the design. Leon County also conducts similar reviews for multifamily residential construction projects in the unincorporated area. As a result, the number of apartment complexes that offer recycling to their residents is increasing, and as older complexes are redeveloped, the number of apartment complexes that do not offer recycling is shrinking. It should be noted that overall, every resident, business, and organization throughout Leon County has the opportunity to recycle. To assist all citizens who wish to participate in the community's recycling program including those living in multifamily housing where on-site recycling is not available, Leon County's Office of Resource Stewardship also maintains a list of publicly accessible single-stream recycling centers throughout the community (Attachment #4) which is available on the County's website at [www.LeonCountyFL.gov/Recycling](http://www.LeonCountyFL.gov/Recycling). In addition, recycling drop-off services are available at each of Rural Waste Service Centers located throughout the County.

Regarding efforts to continue supporting regional coordination in recycling efforts, Leon County's Sustainability team participates regularly in a network of local government recycling coordinators throughout the state. This group coordinates throughout the year to share recycling strategies, best practices, and new developments and technology in the recycling industry. As discussed in the November 17, 2020 agenda item, Marpan currently receives and processes recyclables from Wakulla County, Gadsden County, and Tifton, Georgia under existing contracts. Recycling in Jefferson County and the City of Monticello is currently suspended, and Jefferson County residents are currently advised to bring their recyclables directly to Marpan. Liberty County and Calhoun County utilize smaller recycling facilities in the region that accept limited materials (not single-stream recycling). As a result, and as the SCS consultant study indicated, the likelihood of realizing an economy of scale to significantly lower recycling costs through partnerships with surrounding counties is low. However, the County will continue to coordinate with other county recycling partners statewide as well as the Florida Department of Environmental Protection to identify opportunities to further enhance our community's recycling program. The County's Office of Resource Stewardship staff will also share recycling educational materials with other counties in our region to provide updated information on what Marpan recycles.

**Options:**

1. Approve the proposed contract with Marpan Recycling, LLC for single-stream recycling services (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the proposed contract with Marpan Recycling, LLC for single-stream recycling services.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed contract with Marpan Recycling, LLC
2. November 17, 2020 agenda item, "Single-Stream Recycling Study Final Report and Recommendations"
3. SCS Engineers Recycling Options Analysis and Presentation of Findings
4. List of publicly accessible recycling centers throughout Leon County, maintained by the Office of Resource Stewardship.

**CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC  
FOR RECYCLABLE MATERIALS PROCESSING SERVICES**

THIS CONTRACT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and is made between Leon County, a charter county and political subdivision of the State of Florida (“County”), and Marpan Recycling, LLC, a Florida limited liability company (“Contractor”).

**RECITALS**

**WHEREAS**, pursuant to Section 403.706(2), Florida Statutes, the County is required to implement a recyclable materials recycling program; and

**WHEREAS**, the County has determined that it would be in the best interest of the citizens of the County to provide for the provision of recyclable materials processing services as set forth in this Contract (“Services”); and

**WHEREAS**, the County and Contractor previously entered into a contract for the Services, and Contractor satisfactorily performed the Services; and

**WHEREAS**, after a consultant recommendation and staff analysis, the Board of County Commissioners has determined that it is in the best interest of its citizens for the County to enter into a new contract with the Contractor to provide the Services; and

**WHEREAS**, the Contractor has committed that it has the resources and ability to provide Services as set forth in this Contract for the benefit of the citizens of the County for the compensation provided in this Contract.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the following mutual covenants and promises, the sufficiency of same being acknowledged, the Parties hereto agree as follows:

**SECTION 1 DEFINITIONS**

“Applicable Law” means all applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the Services provided under this Contract.

“Average Market Value” or “AMV” means a market index used to determine the revenue paid by Contractor to County for Recyclables collected using the Single Stream method and delivered to the Designated Facility, based on monthly fluctuations in the commodity market, and in accordance with Section 11 and Exhibit A.

“City” means the City of Tallahassee and/or its authorized representatives, successors, or assigns.

“Commercial Corrugated Containers” shall mean segregated corrugated containers collected from commercial generators by or on behalf of the County.

“Commercial Office Paper” shall mean segregated office paper collected from commercial generators by or on behalf of the County.

“Contaminated Recyclable Materials” shall have the same meaning as “Rejects” as defined below.

“Contract” means this Contract between County and the Contractor, and all attachments, exhibits, and amendments thereto.

“Contractor” means Marpan Recycling, LLC, and its successors and permitted assignees.

“County” means Leon County and/or its authorized representatives, successors, or assigns.

“Designated Facility” shall mean the facility located in Leon County, Florida, at which Recyclable Materials are accepted by the Contractor.

“Director” means the Director of the Leon County Office of Resource Stewardship, or his or her designee.

“Force Majeure” means any event or condition beyond the control of the Contractor that has a direct and material adverse effect on performance of the obligations and duties of the Contractor under this Contract, and which prevents the Contractor from fulfilling its duties or obligations under this Contract, in whole or in part, provided that such event or condition is not caused by the Contractor and is not the result of any willful negligence, or lack of reasonable diligence by the Contractor or its officers, partners, agents, representatives, employees, subcontractors, or suppliers. Such event or condition may include the following: an act of God (excluding normal weather conditions for the area), hurricane, tornado, epidemic, landslide, lightning, earthquake, flood, fire, explosion, storm (excluding normal weather conditions for the area) or similar casualty; an act of public entity, war blockade, riot, restraint of government or people, civil disturbance, any similar occurrence; a municipal, state, federal, or governmental agency or entity expropriating, taking, or confiscating of Contractor’s facilities (assuming compliance by the Contractor with all applicable laws, rules, ordinances, orders, decrees, and regulations); or a strike or similar industrial or labor action.

“Hazardous Waste” means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 407, Florida Statutes.

“Materials Recovery Facility (MRF)” shall mean a specialized plant that receives, separates and prepares Recyclable Materials for marketing.

“Process” or “Processing” means the manual or mechanical separation of Recyclable Materials to conform to the specifications for each marketable Recovered Material.

“Program Recyclables” shall mean the Single Stream Recyclables collected by or on behalf of the County, including all types of paper products, aluminum cans and foil, steel/bimetal cans, glass bottles and jars, all plastic containers that hold less than three (3) gallons, and other Recyclables as mutually agreed to by the County and the Contractor. Without limiting the foregoing, styrofoam, film, plastic bags, aseptic containers and gable-top containers shall be excluded from the description of Program Recyclables.

“Recovered Materials” means Recyclable Materials that have been processed to market specifications, whether or not the materials require subsequent processing or separation. Recovered Materials are not Solid Waste.

“Recyclable Materials” or “Recyclables” means metal, paper, glass, plastic, textile, or rubber materials, as designated by the Director for collection by the County, that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes disposal. The determination that a certain material has known Recycling potential and can be feasibly recycled is subject to the mutual agreement of the Contractor and the County. Recyclable Materials are not Solid Waste.

“Recycling” means any process by which materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

“Rejects” means materials, other than Residue, that cannot be processed into Recovered Materials.

“Residue” means that portion of the Recyclable Materials stream that is not converted to Recovered Materials due to breakage and/or transportation or Processing inefficiencies.

“Services” means the services performed, workmanship, and material furnished or utilized in the furtherance of the Contractor’s obligations, duties, and responsibilities under this Contract.

“Single Stream” means that Recyclable Materials are collected commingled, in a single Recycling receptacle, with no sorting required by the customer.

“Solid Waste” means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial,

mining, agricultural, or governmental operations. Recovered materials as defined in this section are not Solid Waste.

“Ton” means a unit weight equal to 2,000 pounds.

## **SECTION 2** CONTRACT TERM

The Contract term shall be for an initial term of five (5) years commencing on October 1, 2021 and terminating at midnight on September 30, 2026. Upon the mutual, written consent of both Parties, this Contract may be renewed for two (2) additional five (5) year terms upon the same terms and conditions as set forth herein.

## **SECTION 3** SCOPE OF SERVICES

3.1 The County shall deliver to the Designated Facility, and shall cause its collection contractor to deliver to the Designated Facility, all Program Recyclables, and any segregated Commercial Corrugated Containers and segregated Commercial Office Paper, collected by the County or its collection contractor; provided, however, that the County, at its discretion, reserves the right to deliver household appliances, bulky metal items, and white goods, as that term is understood within the industry, to other processors.

3.2 The Contractor shall accept, Process, and market all Program Recyclables delivered by the County or its collection contractor to the Designated Facility. Such Services shall include carrying out all associated fiscal, administrative, legal, and managerial responsibilities.

3.3 The Contractor shall comply at all times with all Applicable Laws concerning the acceptance, transfer, and Processing of Recyclable Materials, and the temporary storage and marketing of Recovered Materials.

## **SECTION 4** DESIGNATED FACILITIES

4.1 The Contractor shall provide a Designated Facility at which the County or its collection contractor shall deliver the Program Recyclables. The Materials Recovery Facility at which these Recyclables are processed may be the same as the Designated Facility or it may be another facility located within or outside Leon County.

4.2 The Contractor shall have and maintain certified scales at the Designated Facility that are tested at least annually by a scale company registered with the Florida Department of Agriculture and Consumer Services. Within 30 days of Contract award, the Contractor shall provide the Director with a copy of the most recent scale certification documentation. Thereafter, a copy of all annual scales test reports shall be provided to the Director promptly after receipt by the Contractor. The County shall have the right to make unannounced visits to the Contractor's scale house to observe weighing activities.

4.3 The Designated Facility shall be open for receipt of Program Recyclables from the County and its collection contractor from 4:30 a.m. to 4:30 p.m., Monday through Friday, and

from 7:00 a.m. to 1:00 p.m. on Saturday with the exception of the following holidays: New Year's Day, Martin Luther King, Jr. Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and other County-approved holidays. On the Saturday following a County-approved holiday, the Designated Facility shall be open from 7:00 a.m. to 5:00 p.m. In the event the County does not cause sufficient quantities of Program Recyclables to be delivered to the Designated Facility between the hours of 4:30 a.m. and 7:00 a.m. to justify the cost of having the Designated Facility open at such times, the Contractor, upon thirty (30) days prior written notice to the County, may, at its option, modify the time the Designated Facility will be open, provided that the Designated Facility will, in any event, be open no later than 7:00 a.m.

4.4 The County and the Contractor, by mutual agreement, may modify the hours for receipt of Program Recyclables at the Designated Facility as set forth in Section 4.3. Any such agreement shall be documented in writing and signed by an authorized representative of each Party.

## **SECTION 5** ACCEPTANCE OF MATERIALS

5.1 The Contractor shall accept deliveries of Program Recyclables at the Designated Facility delivered using a variety of different trucks including, but not limited to, packer trucks, roll-off trucks, tractor-trailer transfer vehicles, rear-discharging tilt-bed and side-discharging tilt-bed collection vehicles, and self-haul vehicles.

5.2 The Contractor shall ensure that all inbound Program Recyclables are weighed and that a weight ticket is presented to the driver of the delivery vehicle. Drivers shall be required to sign a ticket that includes truck number.

5.3 The Contractor shall ensure a turn-around time of no more than twenty (20) minutes for each collection vehicle measured from the time the vehicle rolls onto the scale and stops to the time the load is dumped. The empty weight of each vehicle will be determined by establishment of mutually acceptable tare weights.

5.4 Modifications may be made to the types of Program Recyclables accepted by the Contractor upon written mutual agreement by the County and the Contractor.

5.5 No later than thirty (30) days following the execution of this Contract, the Contractor shall deliver a continuity of operations plan to the County, in a form acceptable to the Director, detailing the Contractor's strategies to ensure the continued performance of this Contract in the event the Designated Facility is unable to accept Program Recyclables for any reason.

5.6 In the event of a Force Majeure event substantially affecting the operations of the Designated Facility, the County Administrator may, in writing, grant a reasonable variance from the regular acceptance of Program Recyclables as provided in this Contract to the Contractor. As soon as is practicable following such event, the Contractor shall re-establish regular acceptance of Program Recyclables at the Designated Facility as provided in the Contractor's continuity of operations plan and as provided in this Contract. The Contractor shall advise County of the

estimated time required before normal operations at the Designated Facility may resume. In no event shall either Party terminate this Contract for convenience except as provided in Section 24 of this Contract.

5.7 Should the Contractor encounter issues relating to the collection or delivery of Recyclables by the County's collection contractor that adversely impact the Contractor's ability to process Recyclables received pursuant to this Contract, the County will cooperate with the Contractor in addressing those issues with its collection contractor.

## **SECTION 6** CONTAMINATED RECYCLABLE MATERIALS

6.1 In the event the Contractor estimates from a visual inspection of a load of Recyclables delivered to the Materials Recovery Facility that the load contains fifteen percent (15%) or more Rejects by volume, the Contractor shall have the right to reject the load and upon such rejection, the County shall be responsible for disposing of the load at its cost. In the event a load is dumped and it is determined by the Contractor that the load contains fifteen percent (15%) or more Rejects by volume, the Contractor shall have the right to pick up and place such load, or any portion thereof, in a roll-off container. In such event, the County shall arrange to pick up the roll-off container when filled with such materials, dispose of the contents thereof, and return the roll-off container, all at its cost. The Contractor shall not be required to accept any load that would cause the Contractor to be in violation of any Applicable Law. The County shall make all reasonable efforts, including increasing public education in the area from which such Recyclables originated, to resolve such issues. Except as provided hereinabove, the Contractor shall dispose of all Rejects and Residue at its cost and expense. The Contractor shall provide visual evidence to the County, by way of photographs indicating the truck number, date, time that the load was delivered to the Designated Facility, or other acceptable means, of each load that is rejected pursuant to this Section.

6.2 Except as provided in Section 6.1 above, the Contractor shall have access to the same rates negotiated between the County and its Solid Waste provider for hauling and disposal of Rejects and Residue delivered to the Designated Facility in loads not rejected by the Contractor.

6.3 If any Hazardous Waste is detected in any Recyclables delivered by the County or its collection contractor to the Designated Facility, the Contractor shall promptly notify the Director and shall note the incident by taking a photograph of the Hazardous Waste load and the delivery truck, including the truck number. Unless otherwise advised by the Director, the Contractor shall properly isolate, to the extent reasonably possible, and containerize all such Hazardous Waste in accordance with all Applicable Law. After the Contractor has isolated and contained all such Hazardous Waste, the County shall, at its cost and expense, dispose of the Hazardous Waste in accordance with Applicable Law.

## **SECTION 7** DISPOSITION OF RECYCLABLES AND RECOVERED MATERIALS

The Contractor shall not dispose of any Recyclables or Recovered Materials processed pursuant to this Contract in any landfill or other disposal facility. The Contractor shall not knowingly sell or transfer such Recyclables or Recovered Materials to another person or entity that intends to



landfill or dispose of material other than through Recycling. Recovered Materials shall include all materials listed in Exhibit A. This prohibition does not apply to Rejects and Residue.

## **SECTION 8** RIGHT TO INSPECT

The County shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices and records of the Contractor at the Designated Facility and, if different, the Materials Recovery Facility. Operating practices shall include, but not be limited to, the receipt, separation, Processing, loading, storage and transportation of Recyclables and Recovered Materials. The Contractor shall reasonably accommodate the County's inspection rights described herein.

## **SECTION 9** OUTREACH AND EDUCATION

The Contractor shall reasonably cooperate with the County in scheduling tours of the Designated Facility and the Materials Recovery Facility for visitors and community groups. A County representative will coordinate such tours, at a time mutually agreed upon by the County and the Contractor but will not necessarily participate in the tours. The Contractor also shall reasonably cooperate with the County in the development and implementation of outreach programs intended to increase participation in the County's recycling program by County residents, businesses, and others and to reduce the amount of Contaminated Recyclable Materials being collected and processed, provided that such cooperation shall be at no additional cost to the Contractor.

It is understood and agreed that the Contractor may require waivers of liability to be signed by visitors or other persons as a condition to accessing the Designated Facility.

## **SECTION 10** AUDITS, RECORD KEEPING, AND REPORTING

10.1 The Contractor shall maintain complete and adequate records, as may be reasonably required by the County, such that Recyclables received at the Designated Facility from the County or its collection contractor, including delivery date, hauler, truck number, weight and source, are tracked separately from each other and from other Recyclables.

10.2 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 to or by the County under this Contract.
- b. To retain all related 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 this 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.

- c. Upon completion or termination of this 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 herein.
- 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 5 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Contractor's records and documents related to this Contract, 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.

10.3 The Contractor shall provide the following reports to the Director:

- a. Electronic monthly reports, submitted no later than the tenth (10th) calendar day of each month in a format reviewed and approved by the County, which approval shall not be unreasonably withheld, of all activities under this Contract, including the inbound Tons of Recyclables by hauler, delivery dates and truck number, as well as the calculated AMV and revenue due to the County;
- b. An electronic annual report, submitted within thirty (30) calendar days following the end of the County's fiscal year which runs from October 1 through September 30, in a format reviewed and approved by the Director, which approval shall not be unreasonably withheld, recapping all activities under this Contract, including inbound Tons of Recyclables delivered monthly by the County or its agents with an annual total, the monthly AMV, and the total revenue paid to the County each month with an annual total; and,
- c. Copies of all reporting forms for Recovered Materials that are submitted by the Contractor to the Florida Department of Environmental Protection.

10.4 The Contractor shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that it is qualified, approved, and licensed to accept and process Recyclables and to market Recovered Materials. The Contractor shall maintain this certification throughout the term of this Contract and shall annually provide the Director with a copy.

10.5 The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Contract, and interview any clients and employees of the Contractor to assure the County of

satisfactory performance of the terms and conditions of this Contract. Following such evaluation, if any, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Contract.

## **SECTION 11** PAYMENTS FOR RECYCLABLE MATERIALS PROCESSING

11.1 The County shall pay the Contractor monthly for each Ton of inbound Program Recyclables delivered by the County or its agents to the Designated Facility, as determined by the Designated Facility scales. Monthly payments shall be calculated in accordance with the factors set forth in Section 11 and in Exhibit A.

11.2 Each month, the Contractor shall calculate the AMV of the County's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) as first posted in RecyclingMarkets.net during the month for which payment is being made and multiplied by the composition percentages of the County's Program Recyclables, as set forth in Exhibit A. If at any time during the Contract term RecyclingMaterials.net no longer posts or otherwise provides the applicable market indices, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources Recycling industry professionals utilize to obtain reliable Recovered Materials pricing information.

11.3 Beginning on October 1, 2021, a fee of one hundred fifteen dollars (\$115.00) per Ton ("Contractor's Fee") shall be established for the processing of Program Recyclables.

- a. The Contractor's Fee shall remain the same through the first year of the Contract. Beginning October 1, 2022, and each October 1 for the remaining term of the Contract, the Contractor's Fee shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index (CPI) between the month of February in the previous year and the month of February in the current year. The total adjustment to the Contractor's Fee in any given year shall not exceed four percent (4%) of the previous year's Contractor's Fee.
- b. The CPI will be the Consumer Price Index for the South Urban Region, All Items-All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.
- c. If the designated CPI Index is discontinued or substantially altered, the County shall choose another relevant price index published by the United States Government or by an independent, reputable publisher of financial and economic indices reflecting market conditions within the industry, which index thereafter will be used in adjusting the Contractor's Fee.

11.4 The County shall pay the Contractor the sum amount of the Contractor's Fee, less a percentage of the AMV, on a sliding scale as detailed below and in Exhibit A, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed the

Contractor's Fee. If monthly in-bound tonnage increases more than 15% over the previous month, the County and Contractor agree to cap the increase for that month's payment at 15% until a review can be conducted to ensure the accuracy of the in-bound tonnage.

AMV is:		AMV Percentage Rebate:
From	To	
\$0.00	\$39.99	30%
\$40.00	\$49.99	35%
\$50.00	\$59.99	40%
\$60.00	\$69.99	45%
\$70.00	\$79.99	50%
\$80.00	\$89.99	55%
\$90.00	\$99.99	60%
\$100.00	\$109.99	65%
\$110.00	Above	70%

11.5 The Contractor shall pay the County, monthly, for each Ton of inbound segregated Commercial Corrugated Containers delivered by the County or its contractors to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated by multiplying the Southeast USA regional average commodity price (U.S. Dollars per Ton) for Corrugated Cardboard (PS 11), as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the percentage set forth in Exhibit A. Payments shall be delivered to the County no later than thirty (30) days following the end of the month for which payment is due.

11.6 The Contractor shall pay the County, monthly, for each Ton of inbound segregated Commercial Office Paper delivered by the County or its agents to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated by multiplying the Southeast USA regional average commodity price (U.S. Dollars per Ton) for Soft Mixed Paper (PS 1), as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the percentage set forth in Exhibit A.

11.7 The Contractor acknowledges and accepts that the revenue formulas outlined in this Contract shall be used for calculating revenue throughout the term of the Contract. Such formulas are intended to reflect the current value of Program Recyclables but may not be an exact calculation of that value. If the commodity revenue received by the Contractor differs from the market index, or if the Contractor's Fee does not accurately reflect the Contractor's cost for accepting, processing and marketing Program Recyclables, the Contractor shall have taken such items into consideration when specifying the revenue share it will pay to the County. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.

11.8 The composition percentages applicable to inbound Program Recyclables, as set forth in Exhibit A and this Section 11, will be subject to adjustment as follows:

- a. If either Party desires to undertake a Program Recyclables composition study in an effort to obtain a more accurate and current measurement of the composition of all inbound Program Recyclables utilized to calculate the AMV, it may do so and the Party will bear all costs and expenses of the study. If the Parties mutually agree to conduct the study, costs and expenses will be split equally between the County and the Contractor. After any study is completed, the County and the Contractor shall attempt to reach a mutual agreement with respect to the study results and resulting adjustments to be applied to the composition percentages based on the study. If the Parties cannot reach an agreement on adjustments within forty-five (45) days after receipt of the results of the study, the County, in its sole discretion shall determine the adjustments to be applied to the composition percentages of Program Recyclables set forth in Exhibit A and this Section 11, if necessary, and how those adjusted percentages should be applied to the Services under this Contract. The County will recalculate the payments due under the Contract from the commencement of service through the end of the month in which the final report of the study results are delivered to the County and shall recalculate the amount payable by, or due to, the Contractor for each Program Recyclable. The County will also calculate the net amount due either the Contractor or the County as a result of such adjustment of the composition percentages, and such amount shall be paid by the applicable Party no later than 45 days following the date on which the adjusted composition percentages are delivered to the Contractor.
- b. Following completion of any Program Recyclables composition study undertaken by either Party, either Party, at its sole cost and expense may contract for additional composition studies provided that no such study will commence sooner than eighteen (18) months following the implementation of composition percentages determined in the previous study and, further provided, that the other Party has approved the consultant selected to perform the study and the methodology to be employed, which methodology will either include hand sorting or representative samples of Program Recyclables. Neither approval of the consultant or the methodology shall be unreasonably withheld.
- c. The results of each Program Recyclables composition study will be binding on the Parties and will be reflected in amendments to this Contract, on Exhibit A and this Section 11, as necessary, signed by representatives of both Parties, and designated as an amendment to this Contract or its Exhibits, as required. The percentages determined in each composition study will become effective on the first day of the month immediately following the date on which the final report for such study is received by the Parties. References in this Contract to "Exhibit A" will refer to the most current version of that Exhibit.
- d. Composition of Single Stream Recyclables collected in any container larger than 100 gallons will be based on a composition study performed separately from the City of Tallahassee's Roll-out Cart Program Recyclables Composition Study.

## **SECTION 12** PERFORMANCE/CONTRACT SECURITY

The Contractor shall furnish performance and payment security in the form of a contract bond or an irrevocable letter of credit as security for the performance of the Contractor under this Contract in an amount equal to one hundred thousand dollars (\$100,000.00). Such performance and payment security shall be in a form and issued by a surety, financial institution, or other entity reasonably acceptable to the County. Notwithstanding the foregoing, the Contractor shall not be required to furnish the foregoing security for performance to the County as long as such security for performance is being furnished to the City under the City Contract.

## **SECTION 13** EVALUATION OF SERVICES

13.1 The Contractor shall provide and maintain a quality control program, reasonably acceptable to the County, covering the Services to be performed under this Contract. If requested, complete records of all quality control measures performed by the Contractor shall be maintained and made available to the County during performance of the Contract and or as long afterwards as the Contract may require.

13.2 The County shall have the right to evaluate all Services called for by the Contract, to the extent practicable, at all times and places where such Services are performed. The County shall perform evaluations in a manner that will not unduly delay performance of the Services.

13.3 If any Services do not conform to requirements of this Contract, the County may require the Contractor to perform the Services again in conformity with such requirements, at no cost to the County. When the defects in Services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to requirements of this Contract and assess liquidated costs in accordance with Section 14 of this Contract. The remedies set forth herein shall be conditioned on the County providing written notice of any defects in Services with reasonable detail supporting the County's position.

13.4 If the Contractor fails to promptly perform the Services again or to take the necessary action to ensure future performance in conformity with requirements of the Contract, the County may perform the Services or contract for performance of the Services and charge the Contractor with any cost incurred by the County that is directly related to the performance of such Services. In the alternative, the County may terminate the Contract for default.

13.5 All completed CPE forms, and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

## **SECTION 14** LIQUIDATED COSTS

14.1 The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of costs that would or might be incurred by the County due to the Contractor's failure to perform the Services or circumstances described in this Section for which the Contractor would otherwise be liable. Accordingly, liquidated costs are set forth herein, which both parties agree are reasonable and appropriate under the circumstances.

Therefore, the following administrative assessments shall constitute liquidated costs, not penalties, for the Contractor's breach of this Contract. The procedure for assessing liquidated costs is as follows:

- a. The County shall not assess, and the Contractor shall not be required to pay, liquidated costs in those cases where the delay or failure in Contractor's performance was excused in advance by the Director or was due to unforeseeable causes that were beyond Contractor's reasonable control ("force majeure") as set forth in, and subject to the provisions of, Section 24.3 below.
- b. Prior to assessing liquidated costs, the Director shall provide written notice to the Contractor, indicating the County's intent to assess liquidated costs and the basis for the County's position. The liquidated costs set forth in Section 14.2 below for failure to submit payments to the County (Section 11) and failure to submit reports or other documents to the County (Section 10) shall be applicable only for each day the default continues after receipt by the Contractor of the written notice provided for in this Section 14.1(b).
- c. If a protest is filed within ten (10) business days of delivery of written notice to the Contractor, the matter shall be referred to the County Administrator, or designee, for resolution. The County Administrator, or designee, shall review the issues in a timely manner and provide a written decision to the Contractor. The decision of the County Administrator, or designee, shall be final and non-appealable.
- d. If a protest is not timely filed by the Contractor, or if the County Administrator, or designee, concludes that liquidated costs should be assessed, payment to the County in the amount of liquidated costs shall be added to the Contractor's next payment to the County.
- e. The procedures in this Section shall be used in lieu of the procedures in Section 19 when resolving disputes concerning liquidated costs; however, the procedures in Section 19 will be used, upon the Contractor's request, if the dispute involves an assessment of liquidated costs that exceeds two thousand dollars (\$2,000.00) in one calendar month. In the event the dispute involves an assessment of over two thousand dollars (\$2,000.00) in one calendar month, the cumulative total of such assessments shall be resolved in accordance with the procedures set forth in Section 19.

14.2 During the term of the Contract, the Director may assess liquidated costs as follows:

Performance Standard Violation	Liquidated Costs
Failing to accept Recyclables during scheduled receiving hours. (Section 4.3)	\$100 per vehicle
Failing to provide vehicle turnaround time at the Designated Facility of twenty (20) minutes or less. (Section 5.3)	\$100 per vehicle with a maximum of \$500 per day
Disposing of Recyclables or Recovered Materials, other than through Recycling and with the exception of Rejects and Residue, without prior County approval. (Section 7)	\$500 per load
Failure to submit payments to the County in the timeframe specified by the Contract. (Section 11)	\$100 per day late
Failure to submit reports or other documents in the timeframe specified by this Contract. (Section 10)	\$100 per day late

**SECTION 15 EQUAL OPPORTUNITY**

In connection with Services provided under this Contract, the Contractor agrees to support and abide by the County's Equal Opportunity Pledge. The Contractor further agrees that it (i) will not discriminate against any employee or job applicant because of race, color, sex, sexual orientation, gender identity, marital status, religion, disability, age, citizenship status, national origin, genetic information, AIDS/HIV status, or sickle cell trait; (ii) will post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and (iii) will place, or cause to be placed, a statement in all solicitations or advertisements for job applicants, including subcontracts, that the Contractor is an “Equal Opportunity Employer.”

**SECTION 16 PUBLIC ENTITY CRIMES**

As required by section 287.133(2)(a), Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must



notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. In accordance with section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief that neither Contractor nor its affiliates has been convicted of a public entity crime. The Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Contract is in effect. Violation of this section by the Contractor shall be grounds for termination of this Contract by the County.

#### **SECTION 17 INDEMNIFICATION**

The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the County, including without limitation attorney's fees and costs of litigation, to the extent that the same are caused by any act or omission of the Contractor, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the Contractor, or its subcontractors. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### **SECTION 18 INDEPENDENT CONTRACTOR STATUS**

The Parties to this Contract are independent contractors, and none of the provisions of this Contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this Contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or otherwise between the County and the Contractor, between the County and any employee of the Contractor, or between the Contractor and any employee of the County. The County shall have no right to control or direct the details, manner, or means by which the Contractor performs the Services or other requirements of this Contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the County or its operations.

#### **SECTION 19 DISPUTE RESOLUTION**

19.1 All disputes arising under or relating to this Contract shall be resolved in accordance with this Section, except disputes related to liquidated costs which shall be addressed and resolved in accordance with Section 14.

19.2 The Parties shall attempt to resolve all disputes that arise under this Contract in good faith and in accordance with the following procedure:

- a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
- b. Representatives of both Parties shall meet at the earliest opportunity to discuss and

resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.

- c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Contract, at law, or in equity.

## **SECTION 20** INSURANCE REQUIREMENTS

20.1 Prior to providing Services, the Contractor shall procure and maintain, at the Contractor's sole cost and expense for the duration of this Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the provision of Services hereunder by the Contractor, his agents, representatives, employees or subcontractors:

- a. Commercial General Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The coverage shall be provided on an occurrence basis. The insurance shall include coverage for the following:
  - Premise/Operations Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - Products/Completed Operations
  - Contractual
  - Independent Contractors
  - Broad Form Property Damage
  - Personal Injury
- b. Workers' Compensation and Employers' Umbrella Liability Insurance.

Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing Services for the County whether or not the Contractor is otherwise required by law to provide such coverage.

## 20.2 Other Insurance Provisions

### a. Commercial General Liability Coverage

- The County shall be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County.
- The Contractor's insurance coverage shall be primary insurance as respects the County. Any insurance or self-insurance maintained by the County 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. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### b. Workers' Compensation and Employers' Liability and Property Coverage.

The insurer shall agree to waive all rights of subrogation against the County for losses arising from activities and operations of the Contractor in the performance of Services under this Contract.

### c. All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of this Contract. The County, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach.
- The County shall be named as “additional insured.”

### d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County, which approval shall not be unreasonably withheld.

### e. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service.

f. Verification of Coverage

The Contractor shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by County before Services are performed.

g. Subcontractors

The Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein or provide evidence to County that its subcontractors are maintaining insurance consistent with the terms of this Section 20.

**SECTION 21** CONFIDENTIALITY

21.1 The Contractor acknowledges that County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Contractor further acknowledges that any materials or documents provided to County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should the Contractor provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Contractor shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Contractor shall submit to County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event the Contractor fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

21.2 Should any person request to examine or copy any material so designated, and provided the affected Contractor has otherwise fully complied with this provision, County, in reliance on the representations of the Contractor, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, County shall notify the Contractor of that request, and the Contractor shall reply to such notification, in writing that must be received by County no later than 4:00 p.m., ET, of the second County business day following the Contractor's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Contractor refuses to permit disclosure or copying, the Contractor agrees to, and shall, hold harmless and indemnify County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by County, or assessed or awarded against County, in regard to County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Contractor is not initially named as a party, the Contractor shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall be the County's sole obligation with regard

to maintaining confidentiality of any document, material, or information submitted to the County.

## **SECTION 22** NOTIFICATION

Any notification required of one Party to the other under this Agreement shall be provided in writing to:

The County: Leon County  
1907 S. Monroe Street  
Tallahassee, FL 32301  
Attn: Maggie Theriot, Director, Office of Resource Stewardship

The Contractor: Marpan Recycling, LLC  
222 E. Pershing Street  
Tallahassee, FL 32301  
Attn: Kim B. Williams, CEO and Managing Member

## **SECTION 23** GENERAL PROVISIONS

23.1 It is understood and agreed that the County shall not be required to cause its commercial waste franchisee to deliver any Recyclables to the Contractor.

23.2 The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and codes applicable to the Services to be performed hereunder.

23.3 The Contractor shall not subcontract any portion of the Services contemplated hereunder except to its subsidiary or related companies without the written consent of County.

23.4 The Contractor shall be solely and exclusively liable for all contributions, taxes, or payments required to be made on account of employees of the Contractor under federal and state unemployment compensation acts, social security acts, and other legislation requiring the payment of similar contributions or taxes.

23.5 This Contract is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. After and upon any approved assignment, this Contract shall bind and inure to the benefit of the Parties and their respective successors, assignees, transferees, and legal representatives.

23.6 This Contract and all exhibits hereto shall constitute the entire agreement between the Parties with reference to the Services described herein. No amendment to this Contract shall be binding unless it is in writing and signed by an authorized representative of each Party, except as provided in Section 11.8 of this Contract. All previous and collateral agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract.

23.7 Should any part, term or provisions of this Contract be decided by the courts to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby, and an equitable adjustment to the Contract with respect to the affected part, term or provisions shall be made by the parties.

23.8 This Contract shall be enforced and interpreted in accordance with the laws of the state of Florida. All suits relating to breach, enforcement, or construction of this Contract shall be filed in a court of competent jurisdiction in Leon County, Florida.

23.9 The performance of the County of any of its obligations under this Contract shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Contract for the current and any future periods provided for herein.

#### **SECTION 24 TERMINATION**

24.1 This Contract may be terminated by the County for an act of default by the Contractor as set forth in Section 13.4, upon failure to cure within thirty (30) days after written notice. Such termination shall be effective upon the date specified in the County's written notice to the Contractor.

24.2 This Contract may be terminated by either Party for convenience upon twelve (12) months' written notice to the other Party. Such termination shall be effective upon the date specified in the written notice provided pursuant to this subsection.

24.3 Unless otherwise specifically provided in this Contract, in the event a Party fails to timely perform any of its agreements, covenants, or obligations under this Contract, such failure may be excused to the extent, but only to the extent, that such failure results or arises from a cause that is beyond the reasonable control of, and is not the result of negligence or the lack of diligence by, the claiming Party (a "force majeure" event). The excuse from performance will be of no greater scope and of no longer duration than is reasonably required by the force majeure event, and the Party suffering such delay or prevention shall notify the other Party and use due diligence to remove or mitigate the cause(s) thereof. In the case of a continuing delay, only a single notice shall be necessary. Without limiting the foregoing, if either Party is delayed at any time by an act or neglect of the other Party, the other Party's employees, or separate contractors retained by the other Party, or by changes ordered by the other Party, or by labor disputes, then the performance time of the claiming Party shall be reasonably extended. In the event that Party's performance is delayed, hindered or prevented by any act of force majeure, flood, natural catastrophe, weather conditions, strike, war, riot, fire, unforeseen delay in deliveries, procurement or transportation, unavoidable casualty or any other similar cause beyond the claiming Party's control, then the claiming Party shall be given a mutually agreeable documented extension of time and shall be relieved and released from any liability, indemnity or damages imposed by this Contract, or otherwise, for such delay or non-performance. Notwithstanding anything in this Contract to the contrary, the term "force majeure" does not include or excuse performance under this Contract for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or

other expenses of performing the services, or for events relating to reduced revenues from the sale, transfer, or other disposition of Program Recyclables.

WHERETO, the Parties have set their hands and seals and executed this Contract the date set forth below.

**LEON COUNTY, FLORIDA**

**MARPAN RECYCLING**

By: \_\_\_\_\_  
Rick Minor, Chair  
Board of County Commissioners

By: \_\_\_\_\_  
Kim B. Williams  
CEO and Managing Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, Clerk of the Court &  
Comptroller, Leon County, Florida

By: \_\_\_\_\_

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

By: \_\_\_\_\_

**EXHIBIT A  
REVENUE CALCULATIONS**

1. Program Recyclables. Payments shall be made monthly, either by the County or by the Contractor in accordance with the provisions of Section 11 of this Contract, for each Ton of inbound Program Recyclables delivered by the County or its agents to the Designated Facility. The per Ton revenue for Program Recyclables shall be calculated as follows:
  - a. Each month, the Contractor shall calculate the AMV of the County's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the composition percentages of the County's Program Recyclables.
  - b. Beginning on October 1, 2021, a fee of one hundred fifteen dollars (\$115.00) per Ton ("Contractor's Fee") shall be established for the processing of Program Recyclables. The Contractor's Fee shall be subject to adjustment as set forth in Section 11.3.
  - c. The County shall pay the Contractor the sum amount of the Contractor's Fee, less a percentage of the AMV, on a sliding scale as detailed below, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed the Contractor's Fee. If monthly in-bound tonnage increases more than 15% over the previous month, the County and Contractor agree to cap the increase for that month's payment at 15% until a review can be conducted to ensure the accuracy of the in-bound tonnage.

AMV is:		AMV Percentage Rebate:
From	To	
\$0.00	\$39.99	30%
\$40.00	\$49.99	35%
\$50.00	\$59.99	40%
\$60.00	\$69.99	45%
\$70.00	\$79.99	50%
\$80.00	\$89.99	55%
\$90.00	\$99.99	60%
\$100.00	\$109.99	65%
\$110.00	Above	70%



Example:

\$115.00	-	(AMV	x	X%)	=	Sum amount	per Ton of inbound Program Recyclables to be paid by County to the Contractor
<i>Contractor's Fee</i>		<i>AMV of one Ton of Program Recyclables</i>		<i>Percentage Rebate</i>			
Example calculation of Program Recyclables payment:							
\$115.00	-	(\$60.00	x	45%)	=	\$88.00	per Ton paid to the Contractor

2. Commercial Corrugated Cardboard (OCC). The Contractor shall pay the County for each Ton of inbound OCC delivered to the Designated Facility. The per Ton revenue for OCC shall be calculated as the percentage stated below times the Southeast USA regional average price (U.S. Dollars per Ton) for Corrugated Containers (PS 11) first posted in RecyclingMarkets.net during the month for which payment is being made.

PS 11 index	x	50%	=	\$TBD	per Ton of inbound commercial OCC to be paid by the Contractor to the County
<i>SE regional average price of one Ton of PS 11</i>		<i>Share to be paid to the County</i>			
Example calculation of commercial OCC in January 2013:					
\$122.50	x	50%	=	\$61.25	per Ton

3. Commercial Office Paper. Contractor shall pay the County for each Ton of inbound commercial office paper delivered to the Designated Facility. The per Ton revenue for commercial office paper shall be calculated as the percentage stated below times the Southeast USA regional average price (U.S. Dollars per Ton) for Soft Mixed Paper (PS 1) first posted in RecyclingMarkets.net during the month for which payment is being made.

PS 1 index	x	50%	=	\$TBD	per Ton of inbound commercial office paper to be paid by the Contractor to the County
<i>SE regional average price for one Ton of PS 1</i>		<i>Share to be paid to the County</i>			
Example calculation of commercial office paper revenue in January 2013:					
\$72.50	x	50%	=	\$36.25	per Ton

# Leon County Board of County Commissioners

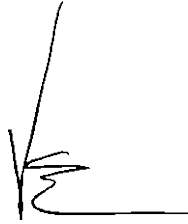
## Agenda Item #18

November 17, 2020

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

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

**Title:** Single-Stream Recycling Study Final Report and Recommendations



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship
<b>Lead Staff/ Project Team:</b>	Andrew Johnson, Assistant to the County Administrator Tessa Schreiner, Recycling and Sustainability Manager

### **Statement of Issue:**

This item presents the final report and recommendations of a study conducted by SCS Engineers (Attachment #1) on long-term strategies to ensure the viability of the County's recycling program. As discussed in detail in this item, the study evaluated a wide range of policy options and alternatives for the processing of the County's single-stream recyclables and concluded that negotiating a new agreement with Marpan Recycling, the County's current single-stream processor, is the most financially advantageous and best value option. Accordingly, this item recommends authorizing the County Administrator to negotiate a new agreement with Marpan Recycling to process single-stream recyclables. The study also identified several additional recommendations to further enhance the County's overall recycling program and increase recycling rates which are presented in this item for Board consideration.

### **Fiscal Impact:**

This item has a fiscal impact. Based on previous Board direction, the current year budget includes funding to support the Marpan Recycling contract. For next fiscal year, any costs associated with a proposed new contract with Marpan Recycling would be brought to the Board for consideration as part of the budget process.

### **Staff Recommendation:**

See next page.

Title: Single-Stream Recycling Study Final Report and Recommendations  
November 17, 2020  
Page 2

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**Staff Recommendation:**

- Option #1: Authorize the County Administrator to renegotiate a contract with Marpan Recycling for single-stream recycling services and to present a draft agreement to the Board for approval in early 2021.
  
- Option #2: Authorize the County Administrator to extend the County's current agreement with Marpan Recycling for single-stream recycling services through September 30, 2021.

## Report and Discussion

### **Background:**

This item presents the final report and recommendations of a study conducted by SCS Engineers (Attachment #1) on long-term strategies to ensure the viability of the County's recycling program. As discussed in further detail throughout this item, Marpan Recycling, the County's recycling provider has indicated that its plant is currently operating at a deficit due to an ongoing decline in global markets for recycled commodities and that it may be forced to cease operations due to these circumstances. However, Marpan and the County have agreed to and are currently operating under an interim agreement, approved by the Board at the February 11, 2020 meeting, to allow time to explore options for the future of the recycling program. At the same meeting, the Board also authorized the County Administrator to engage SCS Engineers, an industry-leading consulting firm, in partnership with the City of Tallahassee to assess current and projected market conditions, review recycling industry best practices, evaluate any potential regional approaches to recycling, and identify a range of policy options to maintain a viable recycling program in the long term. SCS Engineers has produced a final report and analysis (Attachment #1), which is discussed in detail in the remainder of this item.

This agenda item advances the following FY2017-FY2021 Strategic Initiative and 5-Year Target:

- *Develop strategies to increase recycling and reuse rates. (2016-14)*
- *75% community recycling rate. (T7)*

This particular Strategic Initiative and 5-Year Target aligns with the Board's Environment Strategic Priority:

- *(EN4) Reduce our carbon footprint.*

### **History of Leon County's Recycling Program:**

Leon County has long maintained a successful recycling program, which has evolved over time to reflect changes in the recycling industry, as a key component of the County's waste reduction and environmental stewardship goals. Like most local governments, the County has historically contracted with private providers for recycling services. Although some local governments own and operate their own recycling facility, most contract with a private provider in order to take advantage of these providers' existing recycling infrastructure including their facilities, equipment, and personnel. In addition, the County is able to leverage the recycling provider's expertise, knowledge, and established relationships within the recycling industry, which is especially important because recycling programs entail not only the processing of recyclables, but also selling those processed commodities in the secondary market.

For many years, the County contracted with a local processor, Recycled Fibers, to provide a "dual-stream" curbside recycling program, which required customers to separate the fiber component (paper and cardboard) from glass and plastic containers and cans. In 2013, the County shifted from dual-stream to single-stream recycling, which allows all recyclable materials to be mixed together in the same curbside container. Single-stream recycling is an industry-wide best practice which tends to be easier for customers and results in higher recycling participation rates. Concurrent with the shift to single-stream recycling, in 2013 the County entered into a seven-year agreement with

Title: Single-Stream Recycling Study Final Report and Recommendations  
November 17, 2020  
Page 4

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Marpan Recycling to process the single-stream recycling from unincorporated Leon County. The City of Tallahassee also entered into a parallel agreement with Marpan.

The shift to single-stream recycling was also made as part of the County's strategy to meet a statewide recycling goal established by the State of Florida. In 2008, the Florida Legislature established a goal for the state to reach a 75% recycling rate by 2020, as well as a series of interim goals. Of note, there is no penalty for failing to meet these goals. In accordance with this legislation, the County's primary waste reduction goal is to meet the 75% recycling rate target by 2020. This goal is also included as a Target within the County's five-year Strategic Plan. The implementation of the single-stream program resulted in an increase in recycling participation and tonnage and has enabled the County to increase its recycling rate from 45% in 2013 to a high of 66% in 2017. In 2019, the most recent year for which annual reporting data is available, Leon County had the 9<sup>th</sup>-highest traditional recycling rate of all counties in the state, and an overall recycling rate of 57%, well above the average statewide recycling rate of 52%.

As discussed in further detail in the Analysis section below, the state has not met its interim recycling goals since 2014. As such, the Florida Department of Environmental Protection has recommended a variety of strategies to the Legislature for the state's recycling program beyond 2020 including revising the state's recycling goals and the method by which recycling is measured; however, at this time it is not clear what, if any, action the Florida Legislature will take to update or modify this goal beyond 2020.

In addition to implementing single-stream recycling, the County continues to focus efforts on making the community's recycling program robust and accessible for all. Examples of these efforts include the Household Hazardous Waste program and Renew Shop, which was recognized with a 2018 National Association of Counties Achievement Award as an example of a nationwide best practice for generating citizen participation in recycling programs. Additionally, Leon County provides free recycling at Rural Waste Service Centers, and Leon County's Office of Sustainability has created recycling lesson plans for Leon County Schools and presented to thousands of citizens on recycling best practices. These combined efforts, in addition to many others, have contributed to the County's recycling program success and to reaching the County's waste reduction goals.

#### Overview of Recycling Program Funding and the County's Contract with Marpan:

Leon County's longstanding partnership with Marpan is a key element in the success of the County's recycling efforts. Recyclable materials collected by Waste Pro in the unincorporated area as well as materials brought to the County's Rural Waste Service Centers are delivered to Marpan Recycling for processing, and Marpan incurs the costs associated with operating its processing facility. After sorting, Marpan sells the recyclables on the open market and ships the bulk material to other processors along the east coast of the United States. In turn, much of these materials has historically been packaged and shipped to China. However, as discussed in further detail in the following section, China and other countries that have historically imported most of the world's recycled materials have implemented policies in recent years drastically restricting the types and quality of imported recyclables these countries would accept. As a result, these global policy shifts have significantly reduced the domestic demand for recycled materials.

Title: Single-Stream Recycling Study Final Report and Recommendations  
November 17, 2020  
Page 5

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The County pays Marpan a flat fee per ton representing Marpan's cost to process single-stream recycling. In turn, Marpan shares a portion of its revenue with the County from the commodities it sells. This revenue-sharing structure is a common element among many local governments' contracts with private sector recycling processors. Sharing revenues in this manner incentivizes the private processor to seek the highest possible value for its commodities and mitigates some of the financial impact to the local government when the market value of recycled commodities decreases.

The County's recycling program is funded through the Solid Waste Fund, an enterprise fund established in support of the County's waste management programs. Major revenue sources for the Solid Waste Fund include a non-ad valorem assessment, Transfer Station tipping fees and general revenue support. Annually, citizens in the unincorporated area of Leon County pay a non-ad valorem assessment which pays for the disposal of solid waste, yard waste, and recycling. The solid waste non-ad valorem assessment was established in 1995 at \$40 per year and no increases have been approved since that time. The assessment does not include the cost of curbside collection of garbage and recycling; citizens have the option of subscribing individually with Waste Pro for collection or may utilize the County's Rural Waste Service Centers for free. The Board eliminated user fees for the Rural Waste Service Centers as part of the FY 2019-20 budget process.

As discussed above, in general, recycling processors collect and sort recyclable materials for resale in the secondary materials market. When the County contracted with Marpan for single-stream recycling in 2013, recyclable commodity values were high and the County's recycling program generated modest revenues for the County. Over the past several years, however, markets for recyclable materials have deteriorated, meaning that recycling processors receive less revenue for the materials they collect, process, and sell. As a result, like many other communities throughout the country, Leon County has amended its contract with Marpan in recent years to offset these decreased revenues by paying an increased processing fee. This was done in order to maintain a viable recycling program, as discussed in further detail below.

#### Recent Decline in the Global Recycling Market and its Impacts:

For more than two decades, China has been the world's principal buyer of internationally generated recyclables, serving as the end-market for more than half of the recyclables generated by the United States. In January 2018, as part of a new anti-pollution program, China implemented a new "National Sword" policy which severely restricted the types and quality of imported recyclables the country would accept. This new policy imposed a ban on imported recyclables that do not meet a 99.5% purity standard, allowing for only a 0.5% margin for contamination – a benchmark that is unattainable for most countries. The policy change has turned the global recyclables market upside-down, causing commodity prices to drop significantly as countries attempt to find other markets for recyclables. Since China's implementation of the National Sword policy, several other countries that have historically been major importers of the world's recyclable commodities have also enacted policies limiting their imports of recyclable materials. The United States market has been dramatically affected by these global policy shifts, with recycling companies reporting significant losses in revenues and placing the viability of counties' and cities' recycling programs in jeopardy.

Title: Single-Stream Recycling Study Final Report and Recommendations  
November 17, 2020  
Page 6

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Prior to the onset of the COVID-19 pandemic, at least 60 local governments had suspended or cancelled their curbside recycling programs according to the industry-leading publication *Waste Dive*, including the cities of Deerfield Beach, Deltona, Sunrise, and Okaloosa County in Florida. An updated review by the same publication in September 2020 indicated that this number has grown to 90 local governments that have suspended their curbside recycling program. *Waste Dive* also noted in September 2020 that these impacts to the recycling industry in the United States have been exacerbated by the COVID-19 pandemic, noting that “Frontline workers have been affected, services have been disrupted, policies have been temporarily changed and financial effects have been significant for the public and private sector alike. While those effects have begun to rise and fall on a regional basis, the pandemic's implications remain a dominant issue for the industry overall.”

To sustain the County’s successful partnership with Marpan and in light of the recent decline in global recycling markets, the County has amended its agreement with Marpan for single-stream recycling several times in recent years. Because the cost to recycle currently far exceeds its resale value, Marpan has absorbed operating losses to operate the single-stream recycling program. Most recently, on December 9, 2019, the County and the City of Tallahassee received a letter from Marpan Recycling indicating that its single-stream recycling plant is operating at a deficit due to worsening market conditions, despite the collaborative efforts by Marpan, the County, and the City of Tallahassee in recent years to ensure the long-term viability of the community’s recycling program. In that letter, Marpan indicated that it would be forced to cease operations and terminate its contract to provide single-stream recycling due to these circumstances. At the February 11, 2020 meeting, the Board authorized a short-term interim agreement with Marpan (Attachment #2), which provided an increased contractual payment to Marpan and also allowed time for the County and City to explore alternative options for the future of the program. The short-term agreement expires January 31, 2021 with an option to extend through September 30, 2021 at the County’s discretion.

#### Overview of the Single-stream Recycling Study:

At the February 11, 2020 meeting, the Board also authorized the County Administrator to engage SCS Engineers, an industry-leading consulting firm, in partnership with the City of Tallahassee to assess current and projected market conditions, review recycling industry best practices, evaluate any potential regional approaches to recycling, and identify a range of policy options to maintain a viable recycling program in the long term. The consultant’s final report is included as Attachment #1 to this agenda item and discussed in detail in the Analysis section of this agenda item. Consistent with key findings identified in the study, this item recommends authorizing the County Administrator to negotiate a new agreement with Marpan Recycling to process single-stream recyclables. As discussed in detail in this agenda item, the study concluded that negotiating a new agreement with Marpan is the most financially advantageous and best value option among all of the potential alternatives reviewed.

#### Analysis:

At the February 11, 2020 meeting, the Board authorized the County Administrator to engage SCS Engineers in partnership with the City of Tallahassee to evaluate long-term options for the future of the County’s recycling program. The consultant conducted an extensive review of the County’s

and City’s current recycling program, projected and analyzed future recycling needs, identified and evaluated a range of alternative options for the community’s recycling program, and provided specific recommendations to maximize the viability of the County’s and City’s single-stream recycling program.

Evaluation of Leon County’s Existing Single-Stream Recycling Program:

Single-stream recycling is available to every citizen and business in unincorporated Leon County through curbside recycling, Rural Waste Service Centers, and commercial recycling dumpsters. In the unincorporated area, recyclable materials from residents and businesses are collected by Waste Pro and taken to Marpan, and additional recyclables from the Rural Waste Service Centers are delivered to Marpan by County trucks. At Marpan, materials are processed (sorted and baled), and Marpan then sells the recyclables on the open market. At its single-stream facility, Marpan recycles paper, cardboard, plastic containers, aluminum and steel cans, and glass. Currently, Marpan is the only facility capable of processing single-stream recycling in Leon County.

As discussed in the Background section above, the County pays Marpan a flat fee per ton to process single-stream recycling, and Marpan shares a portion of its revenue with the County from the commodities it sells. Table #1 below illustrates the current market values of recycled commodities in the secondary market. The revenue that Marpan shares with the County is based on the “adjusted market value” of these commodities, which is a weighted average of each material’s current market value by the proportion of each material in the recycling stream.

*Table 1: Adjusted Market Value for Single Stream Recyclables, September 2020*

Single Stream Recycling Material	Proportion	Market Value (\$/Ton)
Corrugated Cardboard	10.5%	\$67.50
Mixed Paper	47.2%	\$17.50
Steel Cans	2.6%	\$17.50
Aluminum Cans	1.2%	\$980.00
Plastics #3 - #7	2.3%	-\$30.00
PET (#1)	3.4%	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00
Glass	22.9%	\$0.00
Contamination	7.7%	\$0.00
<b>Adjusted Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$45.60</b>

As discussed in the Background section of the item, China implemented its “National Sword” policy in 2018 which severely restricted the types and quality of imported recyclables the country would accept. Other countries that have historically been major importers of the world’s recyclable commodities subsequently enacted similar policies limiting their imports of recyclable materials. As a result, domestic recycling markets have become oversaturated with supply and the market value of processed recyclables has decreased significantly. Despite the collaborative efforts by



Marpan, Leon County, and the City of Tallahassee over the past several years to ensure the long-term viability of the community’s recycling program, the continued decline in the resale value of processed recyclables has caused Marpan’s single-stream recycling plant to operate at a deficit. Figure #1 below illustrates this decline in values between 2017 and 2019 based on a national survey of recycling processors.

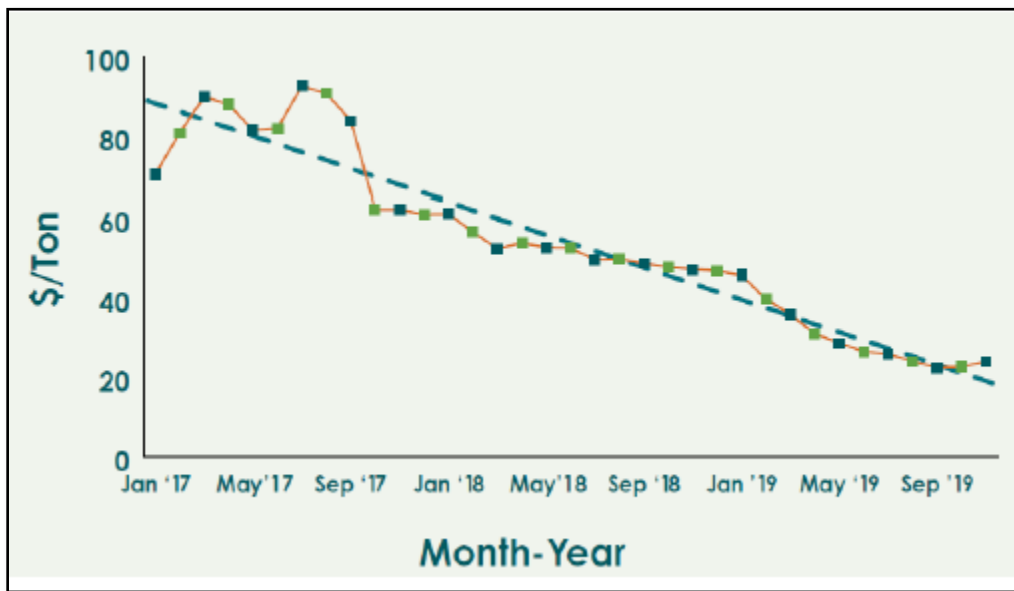


Figure 1: Blended Material Values, 2017-2019

Since the County first partnered with Marpan for single-stream recycling in 2013, the contract between the County and Marpan has been designed to ensure that Marpan remains a viable financial partner. Accordingly, as recycled material values have decreased in recent years, the County has amended its agreement with Marpan to offset the decline by paying a higher per-ton processing fee and by allowing Marpan to retain a greater share of its revenues from the resale of its commodities. These contract amendments have been negotiated with Marpan to ensure that its single-stream operation is able to break even financially in light of the ongoing market volatility.

During the current contract period (February 2020 through January 2021), the County pays a flat processing fee of \$80.25 per ton, less a 40% share of its revenues. Based on the current market value of commodities, the County’s net cost of per ton of single-stream recycling is approximately \$62. The County also has the option to extend the Agreement through September 30, 2021. During this period, the County’s processing fee would increase to \$89 per ton, less a 30% share of Marpan’s revenues. Based on the current AMV, the net cost per ton would be approximately \$75. Table #2 below illustrates the effect of changing market conditions and associated contract amendments on the County’s net recycling cost per ton.

Table 2: Effect of Changing Market Conditions and Contract Provisions

Single Stream Cost Item	Marpan Contract Conditions			
	2014	2016	2019	2020
Processing Fee	\$50.00	\$79.00	\$80.25	\$89.00
Average Market Value (AMV) <sup>1</sup>	\$128.00	\$80.00	\$45.00	\$45.60
Rebate (% of AMV)	50%	80%	40%	30%
<b>Unit Cost (\$/Ton) <sup>2</sup></b>	<b>-\$14.00</b>	<b>\$15.00</b>	<b>\$62.25</b>	<b>\$75.32</b>
Change (\$/Ton)	--	--	+ \$47.25	+ \$13.07

<sup>1</sup> AMV for 2014 was based on 3/12/14 agreement with Marpan. AMV for 2016 estimated conservatively at \$80/ton. AMV for 2019 and 2020 estimated from September 2020 AMV calculation.

<sup>2</sup> Unit Cost = Processing Fee - (AMV \* Rebate)

It is important to note that the increased costs of recycling discussed in this item are not unique to Leon County and Marpan. As part of the analysis presented to the Board during the January 28, 2020 meeting, staff conducted an updated survey of other Florida counties to better understand how Leon County’s recycling program structure and costs compare around the state. Of those counties that have recently entered a new contract term, each is currently paying a comparable or higher net cost than Leon County pays under the current interim Agreement. Okaloosa and Santa Rosa Counties have contracted with the Emerald Coast Utility Authority in Escambia County at a cost of approximately \$65 per ton. Lee County recently entered a new agreement at a cost of \$82.50 per ton, and Citrus County’s net cost is \$120 per ton. Also, Hernando County recently changed contracts in 2020 and anticipates a net cost of \$90 to \$180. There are several other counties that are nearing the expiration of their current contract, each of whom reported that its private recycling vendor has requested similar increases in recycling costs per ton at the end of its current contract term. Table #3 below illustrates a comparison of Leon County’s net cost for processing single-stream recyclables compared to other Florida jurisdictions:

Table 3: Comparison of Recycling Costs to Other Florida Local Governments, 2020

County/City	Processing Fee (\$/ton)	Revenue share (AMV)	Net Recycling Fee (\$/ton) <sup>1</sup>
North Port, FL	\$102.00	100% to Municipality	\$56.40
Largo, FL	\$105.00	100% to Municipality	\$59.40
<b>Leon County/Tallahassee, FL</b>	<b>\$89.00</b>	<b>30% &gt; \$89.00</b>	<b>\$75.32</b>
Sarasota County, FL	\$125.00	100% to Municipality	\$79.40
St. Johns County	\$106.76	50% to Municipality	\$83.96
Clearwater, FL	\$98.40	20% to Municipality	\$89.28
Venice, FL	\$135.00	100% to Municipality	\$89.40
Coral Springs, FL	\$96.00	55% > \$96; 65% > \$120; 75% > \$140	\$96.00
Charlotte County, FL	\$103.40	None	\$103.40
Lakeland, FL	\$115.00	85% above \$115	\$115.00
<sup>1</sup> assumes an AMV of \$45.60			

Analysis of Policy Options for the Long-Term Viability of Single-Stream Recycling:

The consultant’s study identified and evaluated several alternatives for processing the County’s and City’s single-stream recyclables. Following is a brief discussion of each of these options; a

complete discussion of the costs and considerations regarding each alternative is included in the final report (Attachment #1).

- *Renegotiate the Current Agreement with Marpan*

This is the policy alternative that is recommended by the consultant relative to the County's and City's single-stream recycling program. As the consultant's final report indicates, "Notwithstanding the dramatic increase in costs since 2014, based on the analysis... the City and County have an effective contractual arrangement with Marpan that shares market risk (i.e., AMV). The market assessment undertaken in this analysis reveals that the current financial arrangement and risk allocation is fair and reasonable and financially advantageous when all other options are considered." As indicated above and in the consultant analysis, the County's partnership with Marpan has historically compared favorably to other Florida counties in terms of the net cost to the County. This is due in large part to the efficiency of Marpan's single-stream plant and its effectiveness in removing non-recyclable materials (or "contamination") from the stream. Based upon preliminary discussions with Marpan, it is anticipated that the terms of a renegotiated agreement would continue to be competitive with other Florida jurisdictions' recycling costs.

Should the Board wish to pursue this option, it is recommended that the Board authorize the County Administrator to negotiate a new agreement with Marpan to be brought back for final approval in early 2021. Options for funding any increased cost associated with the new agreement would be brought back to the Board for consideration during the FY 2022 budget process. Additionally, under this option, it is recommended that the Board authorize the County Administrator to extend the current Agreement through September 30, 2021. As discussed above, the net cost to the County would increase from approximately \$62 per ton to \$75 per ton, or a projected increase of \$67,000 for the remainder of FY 2021. The current FY 2021 budget includes funding to support the increased recycling costs anticipated during the extended contract period.

- *Seek Alternate Proposals for Single-stream Recycling*

The consultant also evaluated the feasibility of seeking alternate proposals from other recycling processors. In summary, the consultant study recommended that a new competitive procurement should be considered only if the current provider's quality, cost, or value does not meet the County's expectations. As discussed above, Marpan's single-stream plant operates efficiently, produces an output with relatively low contamination rate (meaning that very little of its material is discarded and sent to the landfill), and provides a competitive rate to the County when compared to other Florida jurisdictions. Additionally, the study indicates that this option would likely entail significant expenses associated with implementing and managing a bid and a lengthy transition period, which may be untenable since Marpan has indicated that it cannot continue operating at a deficit in the long term under the current contract provisions.

Additionally, during the January 28, 2020 meeting, Commissioners expressed a desire for the analysis to explore any opportunities that may be available to collaborate with other

communities throughout the region to achieve any potential cost savings. As the consultant study indicates, “The City and County’s supply of single stream recyclables is considered modest and may not attract as many markets or as high a value as larger quantities.” Outside Leon County, Marpan currently receives and processes recyclables from Wakulla County, Gadsden County, and Tifton, Georgia under existing contracts. Recycling in Jefferson County and the City of Monticello is currently suspended; however, the volume of single-stream recyclables that were previously generated in Jefferson County is comparatively small. As such, the study noted that based on the current market conditions, the likelihood of realizing an economy of scale that would significantly lower processing costs is low, and as such, renegotiating with Marpan would be a preferable option.

- *Haul Single-stream Recyclables to the Next Nearest Processor*

As discussed earlier in this item, Marpan is the only facility in Leon County capable of processing single-stream recyclables. The consultant study evaluated the feasibility of contracting with an out-of-county provider to process the County’s and/or City’s recyclables. However, the closest single-stream plants are in Escambia County and Duval County, both approximately 200 miles away from Leon County. The study concluded that the transportation cost associated with hauling recyclables to either facility, in addition to the processing fee that each facility charges, renders this option impractical.

The consultant also explored the feasibility of using the County’s Transfer Station to aggregate and load materials into tractor-trailers for hauling to an out-of-county facility rather than “direct hauling” using curbside collection trucks. While this option would significantly reduce hauling costs, the additional processing fees charged by either facility make this option significantly more expensive than continuing the County’s current relationship with Marpan. Additionally, utilizing the Transfer Station to support recycling would require additional labor expenses and potentially additional space to facilitate both solid waste and recycling operations.

- *Construct and Operate a County-owned Recycling Facility*

Several counties and cities in Florida own and operate their own recycling facility. Accordingly, the consultant study evaluated building a County-owned facility to receive, process, and market the community’s recyclable materials. However, the study recommended against this option for several reasons. First, based on a high-level analysis of other single-stream processing facilities built in the past ten years, the estimated capital and operating costs would be significantly greater than renegotiating the County’s agreement with Marpan. Second, the County currently benefits from Marpan’s operational expertise and its network of established buyers for its processed commodities, which the County would not immediately have. Finally, under the current contractual arrangement, Marpan assumes most of the market risk associated with fluctuations in the value of recycled commodities. If the County were to own and operate its own recycling facility, it would assume the full risk burden. The study also evaluated the alternative of acquiring the existing Marpan facility but recommends against this option as well since the County is not likely to realize a significant advantage in cost or efficiency compared to Marpan’s

current operations. This alternative would also carry the same market risks discussed above.

- *Discontinue the County's Recycling Program*

Finally, the consultant study evaluated the alternative of discontinuing the County's recycling program in light of the current market conditions. Under this option, all commercial and residential recyclables would be hauled to the Transfer Station and disposed at the Springhill Landfill. Suspending or discontinuing recycling is a reality that more than 90 communities around the country are currently facing, as indicated earlier in this item. However, it should be noted that both the County and the City have a decades-long commitment to recycling, there is significant community support in Leon County for recycling, and both the County's Strategic Plan and the Integrated Sustainability Action Plan include initiatives and goals in support of recycling and waste reduction in to the future. In addition, the State of Florida has set a target for all counties to reach a 75% recycling rate by 2020 (discussed in further detail below). At this time, it is not clear what, if any, action the Florida Legislature will take to update or modify this goal beyond 2020. Under this option, the County would still incur costs associated with aggregating otherwise recyclable materials at the Transfer Station, hauling to the landfill, and disposal. The cost to aggregate and transport recyclable materials to the landfill would be approximately \$42 per ton, or a savings of approximately \$135,000 per year.

Additional Considerations to Enhance the County's Recycling Program:

While this item focuses on policy options to ensure the long-term viability of the County's single-stream recycling program, the consultant also identified additional strategies that the County may wish to explore to further enhance the broader waste reduction goals in the County's Integrated Sustainability Action Plan. The County's Office of Sustainability will continue to evaluate these strategies and will bring back future agenda items with more detailed analysis of these issues and specific recommendations for the Board's consideration.

Of note, one of the potential strategies identified in the consultant report is related to mandatory commercial recycling. Commercial recycling is currently available to all businesses in Leon County and the City of Tallahassee; at this time, there approximately 400 businesses within City limits and 48 businesses in the unincorporated area that participate. Commercial recycling is provided at an additive cost to the business which represents the monthly rental cost of the waste container and a collection charge. Depending upon the size of the waste container and the pick-up frequency requested by the customer, the cost ranges from approximately \$750 to \$3,000 per year. Some jurisdictions in Florida have adopted ordinances to implement mandatory commercial recycling; however, considering the financial impact to local businesses that mandatory commercial recycling would entail, this option is not recommended at this time. Should the Board wish to explore this concept further, however, this item includes an option to direct staff to provide additional analysis and recommendations as part of the FY 2022 budget process.

Title: Single-Stream Recycling Study Final Report and Recommendations  
November 17, 2020  
Page 13

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Conclusion:

Leon County Government is committed to leading the community's efforts to enhance recycling participation, reduce waste, and to serve as responsible stewardship of our community's resources. The County's single-stream recycling program is a fundamental component of these efforts. Over the past several years, the County has partnered with Marpan, the City of Tallahassee, and a variety of other community stakeholders to enhance our collective recycling and waste reduction efforts, including adopting an Integrated Sustainability Action Plan in 2019 which includes specific goals and action items designed to reduce and re-use our community's waste. Toward that end, the County, City, and Marpan have made significant, collaborative efforts to maintain a viable financial partnership and continue the community's recycling program in light of extraordinary changes in the recycling industry and markets worldwide.

The current interim agreement with Marpan has provided the County an opportunity to continue the community's recycling program while evaluating long-term strategies to maintain a viable program. Accordingly, the County engaged SCS Engineers, an industry-leading consulting firm specializing in the area of recycling and waste reduction, in partnership with the City to assess current and projected market conditions, review recycling industry best practices, chart local and regional assets and transit options, and identify a range of policy options to maintain a viable recycling program in Leon County. The consultant conducted an extensive review of the County's and City's current recycling program, projected and analyzed future recycling needs, identified and evaluated a range of alternative options, and provided specific recommendations to maximize the viability of the County's and City's single-stream recycling program.

The consultant study concluded that negotiating a new agreement with Marpan is the most financially advantageous and best value option among all of the potential alternatives reviewed. As such, this item recommends that the Board authorize the County Administrator to extend the current agreement with Marpan through September 30, 2021 and negotiate a new agreement with Marpan to process single-stream recyclables for Fiscal Year 2021-22 and beyond. Should the Board wish to do so, a final negotiated agreement would be brought back to the Board for approval in early 2021. The County's partnership with Marpan has historically compared favorably to other Florida counties in terms of the net cost to the County, and based upon preliminary discussions with Marpan, it is anticipated that the terms of a renegotiated agreement would continue to be competitive with other Florida jurisdictions' recycling costs. Options for funding any increased cost associated with the new agreement would be brought back to the Board for consideration during the FY 2022 budget process.

In the event that the County is unable to reach a tentative agreement with Marpan with terms satisfactory to the County, Option #2 extends the current agreement through September 2021 which would provide adequate time for the County to implement an alternative strategy, such as hauling to the next closest processing facility. In that case, should negotiations be unsuccessful, an update would be brought back to the Board in early 2021 recommending an alternative policy direction, and any associated fiscal impacts would be brought back to the Board during the budget process.

Title: Single-Stream Recycling Study Final Report and Recommendations  
November 17, 2020  
Page 14

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**Options:**

1. Authorize the County Administrator to renegotiate a contract with Marpan Recycling for single-stream recycling services and to present a draft agreement to the Board for approval in early 2021.
2. Authorize the County Administrator to extend the County's current Agreement with Marpan Recycling for single-stream recycling services through September 30, 2021.
3. Direct the County Administrator to provide additional analysis and recommendations relative to mandatory commercial recycling as part of the FY 2022 budget process.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. SCS Engineers Final Report
2. Third Amendment to the County's Single-stream Recycling Agreement with Marpan

September 15, 2020  
File No. 09220053.00

## LETTER REPORT

Andrew Johnson  
Leon County  
301 South Monroe Street  
Tallahassee, FL 32301

Robert Wigen  
City of Tallahassee  
2602 Jackson Bluff Road  
Tallahassee, FL 32304

Subject: Recycling Options Analysis, Presentation of Findings

Dear Mr. Johnson and Mr. Wigen:

SCS Engineers (SCS) is pleased to provide this letter report that summarizes the data, analysis, and findings associated with evaluating a range of options for managing single-stream recyclable materials collected by Leon County (County) and the City of Tallahassee (City). The following supporting memoranda are attached for reference:

- Current Recycling Conditions in Leon County (County) and the City of Tallahassee (City) (Task 2, Attachment 1 to this report);
- Future Recycling Needs in the City and County (Task 3, Attachment 2 to this report); and
- Alternative Recycling Scenarios (Task 4, Attachment 3 to this report).

The evaluation contained herein provides the background and recommendations to be considered by the Board of County Commissioners and the City Commission to continue their single-stream recycling program, and is organized as follows:

- Section 1 presents the Executive Summary with key findings;
- Section 2 presents current recycling conditions in the City and County;
- Section 3 presents alternative recycling scenarios;
- Section 4 presents other program enhancements to increase recycling;
- Section 5 presents other considerations; and
- Section 6 presents conclusions and recommendations.



## 1.0 EXECUTIVE SUMMARY

The impetus for this project was the third negotiated rate increase in as many years with Marpan, the contracted Material Recovery Facility (MRF) that accepts recyclable materials collected through City and County's curbside collection and drop-off programs. The rate increases are a direct result of China's Operational National Sword policies implemented in January 2018 that ban the import of certain types of scrap materials and/or implement much stricter contamination standards for materials accepted. Because China imported much of the recyclable materials processed in the U.S., there is an over-saturation of domestic recycling markets. Across the country, local governments who had become accustomed to receiving operational cost offsets from their recyclable materials are now paying higher fees to continue their recycling programs.

To assist the City and County to identify their options, SCS assessed operational considerations and costs related to the following single stream recycling processing alternatives and presents the following key findings:

- **Renegotiating the current processing agreement with Marpan.** The market assessment undertaken in this analysis reveals that the current financial arrangement and risk allocation is fair and reasonable and financially advantageous when all other options are considered. However, there are opportunities to renegotiate the agreement to align practice with contractual terms (e.g., treatment of glass and reject threshold) and also address mixed plastics processing. Accordingly, when renegotiating with Marpan, the City and County should keep in mind that Marpan is providing good value when compared to recycling processing costs borne by other Florida jurisdictions.
- **Seeking proposals for the processing of single stream recyclables.** Renegotiating the existing agreements with Marpan is preferred over seeking proposals from other facilities for processing single stream recyclables due to the value of the current relationship. The City and County should reserve the opportunity to issue a RFP, if it cannot come to terms with Marpan.
- **Hauling single stream recyclables to the next nearest processor.** Marpan is the only facility in Leon County that processes single stream recyclables. Other facilities that can process single stream recyclables are located more than 150 miles from the City. Transporting single stream recyclables to processing facilities greater than 150 miles costs at least \$50 per ton in addition to processing fees charged by the selected MRF (higher fees to transport more than 150 miles away). The high transportation costs makes this option infeasible.
- **Using the Leon County Transfer Station to support recycling.** The Leon County Transfer Station uses most of its capacity to aggregate and load transfer trailers of municipal solid waste (MSW). Logistics, staffing, and the need for increasing operating hours make this an impractical alternative to support recycling.
- **Constructing and operating a City-owned or County-owned MRF to process recyclables.** Estimated costs for the City and County to construct and operate their own MRF is estimated to be more costly than continuing to contract with Marpan for processing of recyclables. Further analysis is required to ascertain if City-owned or County-owned property is available, the extent of permitting and development costs, and the types of equipment and extent of manual labor that would be needed.

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 3

- **Sending single stream recyclables for landfill disposal.** Discontinuing management of single-stream recyclables will cost just under \$500K annually in added disposal costs through the Leon County Transfer Station. If the City chooses to discontinue its commercial cardboard and office paper recycling programs, the commercial entities will likely place these materials in the trash which will increase the quantity of waste received at the transfer station by about 4,500 tons annually and add an estimated \$135K in disposal fees to these businesses.

Even though there does not appear to be a more cost effective method to process single stream recycling in the City and County under current conditions, industry experts believe that recycling markets will improve when increased domestic infrastructure and capacity is developed, although this is not expected to occur in the near term.

In addition to the single stream recycling processing alternatives identified above, SCS also evaluated the following actions the City and County can consider to enhance their existing recycling programs to increase recycling rates:

- **Continue Implementing Unified Messaging.** Having consistent messages on what is recyclable, whether in the City or in the County, will help residents and visitors recognize what can be placed in single stream recycling carts. Unified messaging across both the City and County will reach a broader audience and reduce confusion for those who travel between the City and County.
- **Consider Expanding Commercial Cardboard Recycling.** The City collects corrugated cardboard that has been segregated from other recyclables from the commercial sector. Since the separated commercial cardboard has very little contamination and does not need to be cleaned up through the single stream processing operation, Marpan offers a higher rebate for cardboard than for single stream recyclables (about \$59 per ton). As the benefits of commercial cardboard recycling have been demonstrated in the City, it is recommended that the County consider developing a comparable program. Both the City and County could offer to share in program setup costs for businesses that generate significant quantities of cardboard to improve commercial recycling.
- **Consider Implementing Mandatory Commercial Recycling.** The commercial sector in the City and County recycles just 7% of its MSW. Of the 113,000 tons landfilled annually from the commercial sector, approximately 32,000 tons are single stream recyclable materials. Requiring the commercial sector to recycle will result in higher recycling rates for the City and County.
- **Consider Implementing Mandatory Construction and Demolition Debris (C&D) Recycling.** In 2018 approximately 16% of C&D generated in the County was landfilled. This percentage translates to approximately 74,000 tons. This is material that can easily be recycled and infrastructure already exists in the County.
- **Consider Implementing Organic Diversion Programs.** Organics have been an increasing component in MSW for the past several years. Waste reduction and diversion programs are targeting organics due to its high proportion in the waste stream. High diversion goals are difficult to meet without incorporating organic diversion programs such as food rescues (directing edible food to people and then animals) and composting programs.

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 4

## 2.0 CURRENT RECYCLING CONDITIONS

At project initiation, data from 2018 was the most recently compiled information on an annual basis and was used for the analysis. Data from 2019 has since been compiled and appears to be consistent and similar to data from 2018; hence, the analysis using 2018 data appears valid and representative.

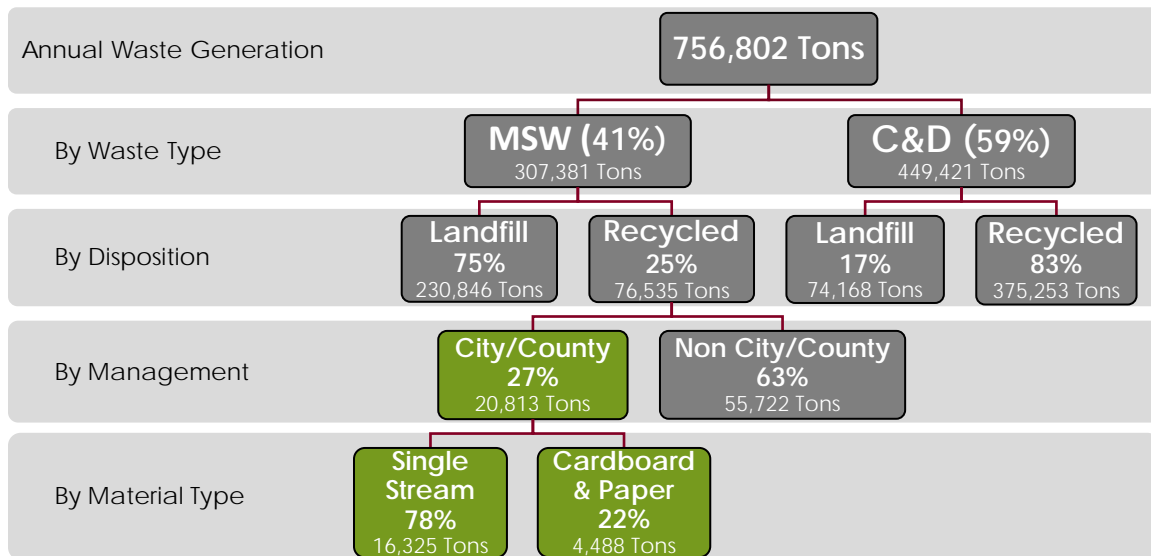
Based on 2018 data, Waste Pro collects about 16,300 tons of single stream recyclables annually in the City and County: about 8,300 tons through a contract with the City and about 8,000 tons through the County's franchise agreement. The City also contracts with Waste Pro for the additional collection of about 4,500 tons of cardboard and mixed paper from the commercial sector. Waste Pro delivers recyclables collected from the City and County to Marpan in Tallahassee for processing and marketing.

Since January 2018, when China's National Sword policies went into effect, recycling processing costs for single stream recyclables collected through City and County management have increased over \$1M annually. The cost increase is mainly due to higher processing costs (from \$79 per ton to \$89 per ton) and lower rebates paid by Marpan, which are a percentage of the value of recyclable materials sold.

## 2.1 WASTE AND RECYCLING QUANTITIES

In 2018, the City and County generated 756,802 tons of waste materials. Of this quantity, 41% or 307,381 tons is municipal solid waste (MSW); the remaining portion is construction and demolition (C&D) materials, the majority of which is recycled. Of the 307,381 tons of MSW generated in 2018 by the City and County, 76,535 tons or 25% was recycled. It should be noted that the Florida Department of Environmental Protection's (FDEP) recycling rate for Leon County is 60% when including C&D waste. Of the 76,535 tons of MSW that were recycled in 2018, 20,813 tons or 27% was collected through City and County management (the City's contract and the County's franchise agreement with WastePro). **Exhibit 1** illustrates the flow of waste and recyclables generated by the City and County. The green boxes illustrate the recycling quantities that are directly controlled by the City and County, initially through agreements with Waste Pro for collection and secondly through agreements with Marpan for processing and marketing.

Exhibit 1. 2018 Waste Flow in the City and County



## 2.2 CITY/COUNTY RECYCLING COLLECTION AND PROCESSING

Through the County’s franchise agreement and the City’s waste collection contract with Waste Pro, recyclable materials collected as a single-stream from residential and commercial sectors are delivered to the Marpan Recycling Facility. Marpan accepts, processes, and markets recyclables and C&D material in addition to single stream recyclables. Marpan is the only facility capable of processing single stream recyclables in the County. Since the City and County have implemented single-stream recycling, there is little value in exploring a returning to a dual-stream approach. Typically, the key consideration is contamination, which as detailed below, is not an issue for the City, County, and their service providers. Considering the cost to revert to a dual-stream approach combined with the contractual complexity and community messaging challenges, this option is not further considered as part of this analysis.

### 2.2.1 Marpan Recycling Operation

Marpan’s single-stream recycling facility is located in a building that is approximately 28,000 sq. ft. that is part of a 2.3-acre property. Recyclable materials are deposited on a tipping floor before being loaded into the processing equipment. Similar to other recycling facilities in the U.S. that process single stream recyclables, Marpan’s processing equipment includes various feed belts, discharge belts, sorting belts, hoppers, cross belt magnets, a vibratory finger screen, a 2 inch minus secondary vibratory screen, one eddy current, two ballistic separators, one optical sorter, and one baler. While the equipment is typical for single-stream recycling facilities in the U.S., the configuration of Marpan’s processing system has evolved over time and adapted to the mix and condition of recyclable materials received by the facility. The facility operates a single shift Monday through Friday between 6:30 am and 3:00pm and is staffed with one plant manager, one plant supervisor, two baler operators, three loader operators, and 16 sorters. Staffing is sufficient to meet all operational requirements while achieving an enviably low residue rate. In addition, operating a single shift is common in the U.S., and allows for adding a second operational shift if the volume of inbound materials increases, while still maintaining non-operating time for maintenance. While the majority of the processing is mechanical, sorters are there to improve quality while reducing waste to the compactor. The maximum capacity is 75 tons/day or 10 tons

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 6

per hour based on a single shift. A relatively low residue rate of less than 10% is attributed to slow processing speeds and shallow burden depth (i.e., average depth of recyclable materials) on the conveyors. In addition, residue is further processed at the adjacent C&D processing facility to capture, 1 and 2 plastics, and aluminum cans.

Marpan’s processing involves the separation of single stream recyclables into marketable commodities and the removal of contaminants (materials that are not marketable and which should not have been placed in single stream recycling carts).

## 2.2.2 Accommodating Future Growth

Population growth generally correlates to increased waste generation which includes increased quantities of recyclables. Population projections continue to indicate modest population growth over the planning horizon. **Table 1** presents source of the 20,813 tons of recyclables collected by the City and County in 2018 and their projected increases through 2040. The rate of population growth was applied to the 2018 recycling quantities to estimate future quantities.

Table 1. Projected Annual City and County Recycling Tons by Source

Year	County			City				Total
	Single Stream			Single Stream		Commercial		
	Residential Curbside	RWSC <sup>1</sup>	Other <sup>2</sup>	Residential Curbside	Commercial	Cardboard	Office Paper	
<b>Baseline</b>								
2018	7,469	347	221	6,680	1,608	4,476	13	<b>20,813</b>
<b>Projected</b>								
2020	8,000	400	200	7,300	1,700	4,900	14	<b>22,500</b>
2025	8,300	400	200	7,700	1,900	5,200	15	<b>23,700</b>
2030	8,500	400	300	8,100	2,000	5,400	15	<b>24,700</b>
2035	8,700	400	300	8,400	2,000	5,600	16	<b>25,400</b>
2040	8,800	400	300	8,700	2,100	5,800	16	<b>26,000</b>

**NOTES:**

- 1) Rural Waste Service Centers.
- 2) County and other events.

The Marpan Recycling Facility has adequate capacity to accept additional tonnage from the City and County. As stated above, Marpan operates a single shift five days per week and has a maximum capacity of 75 tons/day. Over the last five years, Marpan has processed an average of approximately 55 tons/day. At this throughput, Marpan is able to operate its system relatively slowly and with a shallow burden depth, which allows for more efficient and effective separation of recyclable materials. This in part has led to a relatively low contamination rate. Should the need arise, Marpan may be able to add a second shift to double its throughput to 150 tons/day if allowable under existing permits, zoning, and regulations.

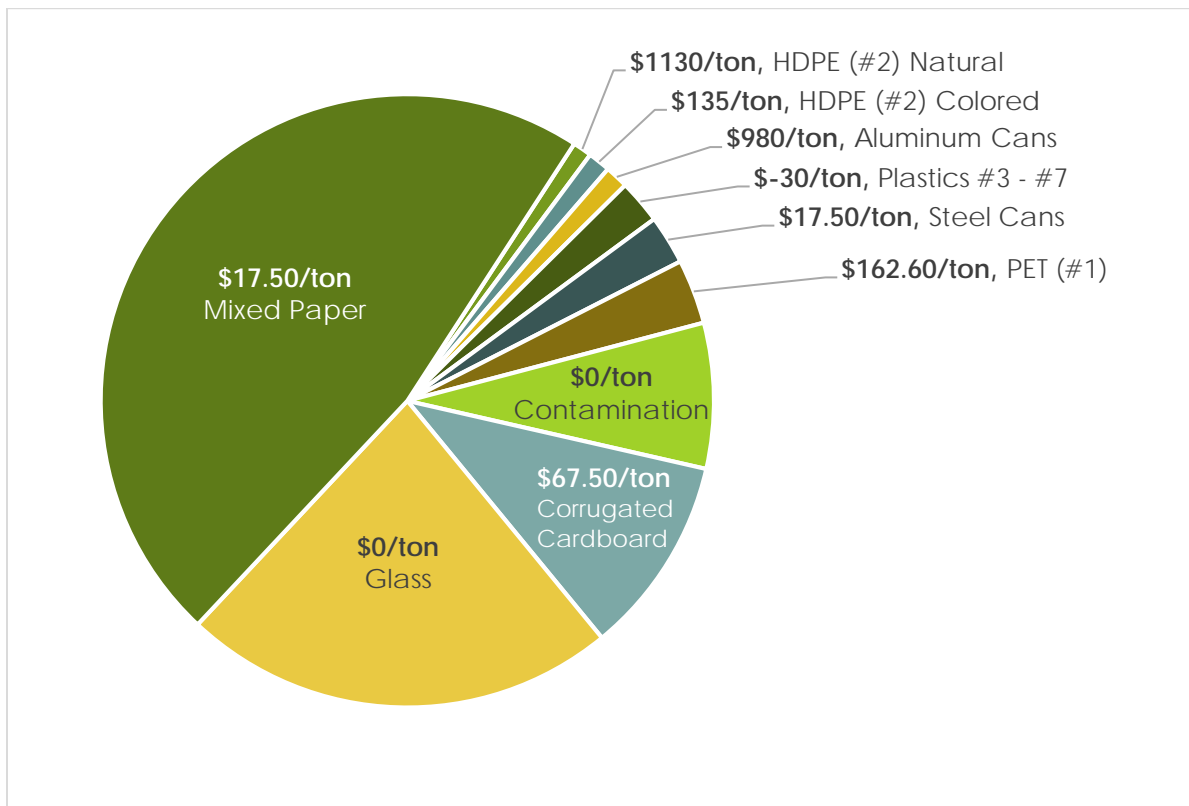
## 2.3 CITY/COUNTY RECYCLING COSTS

### 2.3.1 Single Stream Recyclables

#### Average Market Value

Like most U.S. communities before 2018, the City and County had offset the cost of processing recyclables with a portion of the sale of the processed recyclable materials. Marpan offers the City and County a rebate based on the average market value (AMV) of the processed single stream recyclables. While a few materials have a high market value (e.g., HDPE, Aluminum Cans, and Corrugated Cardboard), these materials represent smaller portions of the recyclables managed by the City and County. **Figure 1** presents the composition and current market value of recyclable materials processed by Marpan for September 2020. While market prices change frequently and vary by month and by geographic location, the AMV has not changed substantially in 2020. Further, industry experts do not expect substantial changes in the short term, but are cautiously optimistic that recycling markets will improve in the long-term.

Figure 1. Composition and Associated Market Value of Single Stream Recyclables



**Table 2** presents the calculation of the AMV for single stream recyclables for September 2020. The AMV is a weighted average of each material's market value by the proportion of each material in the single stream recyclables.

Table 2. Average Market Value for Single Stream Recyclables - September 2020

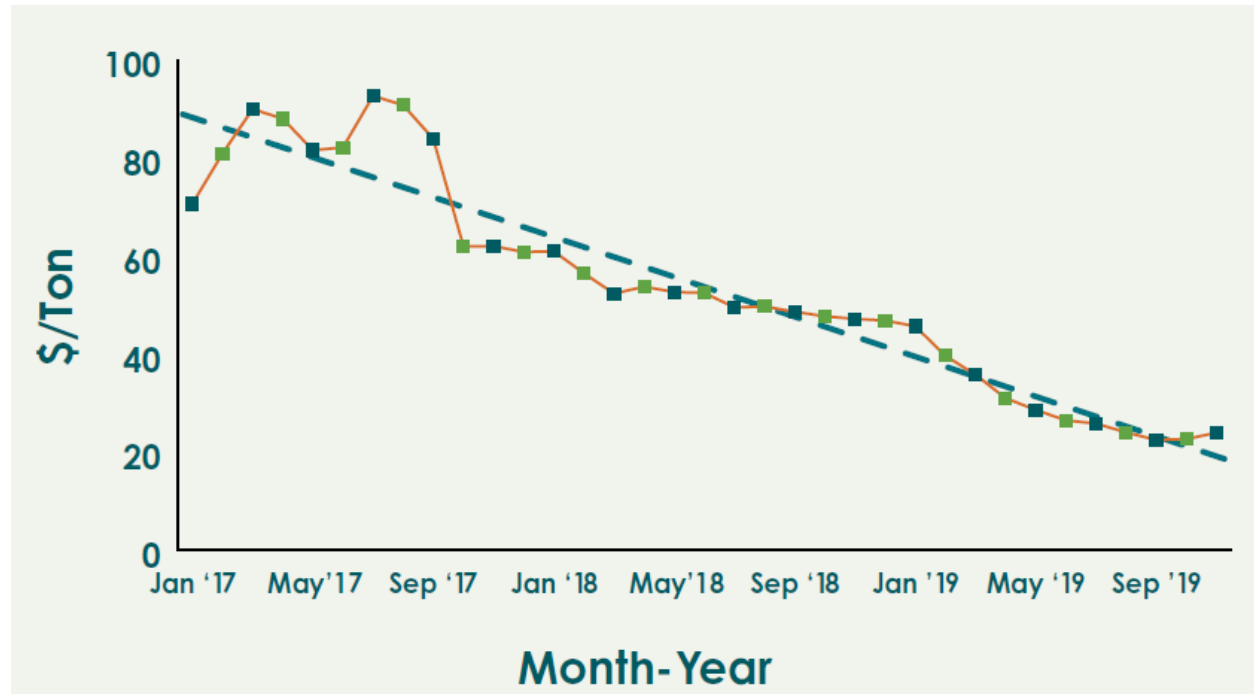
Single Stream Recycling Material	Proportion	Market Value (\$/Ton)
Corrugated Cardboard	10.5%	\$67.50
Mixed Paper	47.2%	\$17.50
Steel Cans	2.6%	\$17.50
Aluminum Cans	1.2%	\$980.00
Plastics #3 - #7	2.3%	-\$30.00
PET (#1)	3.4%	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00
Glass	22.9%	\$0.00
Contamination	7.7%	\$0.00
<b>Adjusted Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$45.60</b>

### Processing Fee Increases

Since January 2018, when China implemented their Operation National Sword, Marpan has requested contract amendments to adjust its processing fee to meet higher standards for recovered materials and changes in markets. Additionally, without Chinese markets, the oversaturation of recovered material has reduced its market value. Marpan has proposed its third rate increase in as many years which has had a significant impact on the City and County recycling programs.

The pricing structure reflects an element of shared risk of changes in the recycling market commodity value where the fixed processing fee has increased, while the cost sharing based on the AMV has decreased. This is largely attributed to the decrease in material values as evidenced in **Exhibit 2**, which is based on a nationwide MRF survey conducted by The Recycling Partnership.

Exhibit 2. Blended Material Values (including residues) between 2017 and 2019



In 2017, the average value of single stream recyclables peaked at more than \$90 per ton and declined to less than \$30 per ton in late 2019.

This balancing mechanism as reflected in the processing fee and portion of shared AMV has changed several times in the last six years to largely reflect external market conditions. In 2014, Marpan charged a processing fee of \$50 per ton which was offset by a rebate of 50% of the AMV. In 2016, Marpan charged a processing fee of \$79 per ton which was offset by an increased rebate of 80% of the AMV. In 2019, the processing fee increased to \$80.25 per ton and the rebate decreased to 40% of the AMV. In 2020, the County’s current contract allows for an extension for which Marpan has requested the County’s processing fee to further increase to \$89 per ton and the rebate to decrease further to just 30% of AMV. The City’s contract with Marpan for processing recyclables expires January 2021 and the City does not have a proposed processing fee basis beyond the contract expiration. The analysis assumes that the City will have the same rate increase as proposed to the County.

**Table 3** shows the impact of both Marpan’s increased processing fees and the decrease in the average market value for single stream recycling materials. Since at least 2014, the decline in market value of recovered materials in addition to increased processing fees have resulted in additional costs for recycling in Leon County and the City of about \$1M (\$771K in 2020 and estimated additional \$213K in 2021).



Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 10

Table 3. Effect of Changing Market Conditions and Contract Provisions

Single Stream Cost Item	Marpan Contract Conditions			
	2014	2016	2019	2020
Processing Fee	\$50.00	\$79.00	\$80.25	\$89.00
Average Market Value (AMV) <sup>1</sup>	\$128.00	\$80.00	\$45.00	\$45.60
Rebate (% of AMV)	50%	80%	40%	30%
<b>Unit Cost (\$/Ton) <sup>2</sup></b>	<b>-\$14.00</b>	<b>\$15.00</b>	<b>\$62.25</b>	<b>\$75.32</b>
<i>Change (\$/Ton)</i>	--	--	+ \$47.25	+ \$13.07
<b>Annual Cost <sup>3</sup></b>	<b>-\$228,554</b>	<b>\$244,879</b>	<b>\$1,016,249</b>	<b>\$1,229,597</b>
<i>Change</i>	--	--	+ \$771K	+ \$213K

<sup>1</sup> AMV for 2014 was based on 3/12/14 agreement with Marpan. AMV for 2016 estimated conservatively at \$80/ton. AMV for 2019 and 2020 estimated from September 2020 AMV calculation.

<sup>2</sup> Unit Cost = Processing Fee - (AMV \* Rebate)

<sup>3</sup> Assumes 2018 Annual City/County Collected Single Stream Recycling tonnage of 16,325 tons.

### 2.3.2 Commercial Cardboard and Office Paper

The City collects commercial office paper and cardboard that are separated from other recyclables. Since these materials do not need to be conveyed through the single stream processing system, Marpan does not charge a processing fee but instead provides a rebate that is 50% of the market value. **Table 4** presents the rebate for commercial corrugated cardboard and office paper collected by the City.

Table 4. Estimated Annual Rebate for Commercial Corrugated Cardboard and Office Paper

Separated Recyclable Material	Market Value (\$/Ton)	% of Market Value	Adjusted Market Value (\$/Ton) *	2018 Tons	Estimated 2018 Rebate **
Corrugated Cardboard	\$67.50	50%	\$33.75	4,476	\$151,049
Office Paper	\$17.50	50%	\$8.75	13	\$110
<b>Total</b>				<b>4,488</b>	<b>\$151,159</b>

\* AMV for September 2020

\*\* Based on AMV for September 2020. Actual rebate assessed monthly and vary according to market.

## 3.0 ALTERNATIVE RECYCLING SCENARIOS

As presented in **Exhibit 1**, 78% of the recyclable materials collected by the City and County are single stream recyclables; the other 22% is commercial cardboard and office paper collected under the City's program. Processing is required to separate single stream recyclables into marketable commodities. Under contract to the City and through franchise agreements with the County, Waste Pro transports recyclables to the Marpan MRF, which is the only MRF in Leon County that processes

single stream recyclables. This section presents costs and considerations associated with alternative scenarios for processing single stream recyclables including:

- Renegotiating the current processing agreement with Marpan;
- Seeking proposals for the processing of single stream recyclables;
- Hauling single stream recyclables to the next nearest processor;
- Using the Leon County Transfer Station to support recycling;
- Constructing and operating a City-owned or County-owned MRF to process recyclables; and
- Sending single stream recyclables for landfill disposal.

### 3.1 RENEGOTIATING WITH MARPAN

The City and County may be able to renegotiate aspects of their recycling processing agreements with Marpan to reduce processing costs and help limit cost increases in the future.

#### 3.1.1 Comparison of Recycling Costs to Other Florida Local Governments

The primary issue affecting Marpan is the increase in the cost of recycling largely due to the global decrease in the market value of the recyclables. Recognizing the cost of recycling has increased significantly to the City and County in the last few years, it may be helpful to place the costs into context as it relates to global commodity markets and publically available processing fees in 2020 from other Florida jurisdictions, which are presented below in **Table 5**.

Table 5. Publically Reported Recycling Processing Fees

County/City	Processing Fee (\$/ton)	Revenue Share (AMV)	Net Recycling Fee (\$/ton) <sup>1</sup>
North Port, FL	\$102.00	100% to Municipality	\$56.40
Largo, FL	\$105.00	100% to Municipality	\$59.40
<b>Leon County/Tallahassee, FL</b>	<b>\$89.00</b>	<b>30% &gt; \$89.00</b>	<b>\$75.32</b>
Sarasota County, FL	\$125.00	100% to Municipality	\$79.40
St. Johns County	\$106.76	50% to Municipality	\$83.96
Clearwater, FL	\$98.40	20% to Municipality	\$89.28
Venice, FL	\$135.00	100% to Municipality	\$89.40
Coral Springs, FL	\$96.00	55% > \$96; 65% > \$120; 75% > \$140	\$96.00
Charlotte County, FL	\$103.40	None	\$103.40
Lakeland, FL	\$115.00	85% above \$115	\$115.00

<sup>1</sup> assumes an AMV of \$45.60

For the agreements in **Table 5**, the processing fee represents the cost paid by the municipality per ton of recyclables delivered and processed to the facility. In some cases, like with the agreement with Marpan, the processing fee is offset by the value of the recyclables. That offset is often based on the average market value or AMV.

The processing fee values reflected in **Table 5** are typical for the Florida market. No doubt there will be some variability depending on the contract date, funding sources (e.g., grants supporting capital expenditure), tonnage, etc. It also varies based on the type of agreement between the municipality and service provider. For example, in Osceola and Alachua Counties, the processing fee for recyclables is combined with the cost for collection and disposal. Based on recent procurements,

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 12

and reflective of current market conditions, it is expected that new contracts will range from \$95 - \$120 per ton and may not include revenue sharing to offset the processing fee.

### 3.1.2 Removing Low-Value Commodities from the Recycling Stream

Due to difficult market conditions since implementation of China’s National Sword policies and poor domestic markets, some communities have discontinued certain products from their curbside recycling programs (e.g., glass and mixed plastics #3 through #7) in an effort to improve the financial condition of their recycling programs.

Currently, the proportion of glass and contamination comprise over 30% of single stream recyclables, and both incur fees to transport to a market and/or disposal costs. However, the AMV incorporates a \$0 per ton market value for these materials, which is a benefit to the City and County. MRF contracts usually include a disposal fee in the AMV to cover transportation costs and landfill tipping fees associated with contamination (or rejects as it is defined in the agreements between Marpan and the City and County). However, contractually this assumes that inbound loads of recyclables contain less than 20% rejects by volume as visually inspected. In the event this threshold is breached, the City and County would be responsible for the disposal costs. Further, while there are glass markets, usually the cost to transport heavy glass materials are greater than the market value; hence, the AMV typically has a fee to cover the expense of transporting glass to a market.

As presented in **Table 6** below, the AMV can be as much as \$4.59 lower if Marpan incorporates the costs for glass in the calculation of the AMV. Considered another way, if glass were removed from the recycling program and disposed instead, the annual cost would be approximately \$112K.

Table 6. Effect of Glass Disposal Costs on Average Market Value (AMV)

Single Stream Recycling Material	Proportion	Average Market Value (\$/Ton)	
		September 2020	With Glass Disposal
Corrugated Cardboard	10.5%	\$67.50	\$67.50
Mixed Paper	47.2%	\$17.50	\$17.50
Steel Cans	2.6%	\$17.50	\$17.50
Aluminum Cans	1.2%	\$980.00	\$980.00
Plastics #3 - #7	2.3%	-\$30.00	-\$30.00
PET (#1)	3.4%	\$162.60	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00	\$135.00
Glass	22.9%	\$0.00	-\$20.00
Contamination	7.7%	\$0.00	\$0.00
<b>Average Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$45.60</b>	<b>\$41.02</b>
<i>Change</i>			-\$4.59

Because the current contract does not include transportation/disposal fees related to glass, there is currently no consequence for continuing to include glass in single stream recycling. City and County residents can continue to enjoy the convenience of recycling glass containers in their curbside programs and the heavy material will count towards waste diversion goals. To maintain these

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 13

benefits and avoid fees related to glass recycling, the City and County may want to address the treatment of glass as part of renegotiating their agreements with Marpan.

Managing glass separately outside the single stream recycling program will incur operational costs for storage and processing (e.g., crushing into mixed aggregate). Equipment and staffing needed to collect glass separately, process, and market or use will likely exceed costs of including glass in single stream recycling; therefore, separate management is not recommended.

Contrary to the situation with glass, plastics #3-#7, which are defined in **Table 7** below, are a relatively lighter and represent a much smaller percentage of inbound recyclable materials.

Table 7. Identification of Plastic Resins

Identification Number	Plastic Resin Type	Typical Uses
1	Polyethylene Terephthalate (PET).	Water, Soda, and Other Food/Beverage Containers
2	High-Density Polyethylene (HDPE)	Milk jugs in translucent form and Detergent Bottles in colored form
3	Polyvinyl Chloride (PVC)	Some Food/Beverage Containers, Pipes, Siding, and Flooring
4	Low-Density Polyethylene (LDPE)	Plastic Bags, Six-Pack Rings, and Tubing
5	Polypropylene (PP)	Some Food/Beverage Containers and Auto Parts
6	Polystyrene (PS)	Some Food/Beverage Containers, Plastic Utensils, Styrofoam, and Cafeteria Trays
7	Other	Some Food/Beverage Containers, Acrylic, Nylon, Polycarbonate and Polylactic Acid (PLA).

While mixed plastics represent a relatively small proportion of the inbound recycling stream, they have limited marketability and Marpan incurs a cost for final disposal at \$30/ton. As mixed plastics represent just 2.3% of curbside single stream recyclables, eliminating mixed plastics from the recycling program has a minor effect on the AMV, specifically an increase to \$47.40 per ton (\$1.79 per ton higher than including mixed plastics) as presented in **Table 8**.

Table 8. Effect of Eliminating Mixed Plastics on Average Market Value (AMV)

Single Stream Recycling Material	Proportion <sup>1</sup>	Market Value (\$/Ton)
Corrugated Cardboard	10.7%	\$67.50
Mixed Paper	48.3%	\$17.50
Steel Cans	2.7%	\$17.50
Aluminum Cans	1.3%	\$980.00
Plastics #3 - #7	NA	NA
PET (#1)	3.5%	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00
Glass	23.5%	\$0.00
Contamination	7.9%	\$0.00
<b>Average Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$47.40</b>

<sup>1</sup> Material proportions adjusted to reflect removal of Plastic #3 - #7.

The small increase in AMV from excluding mixed plastics will slightly increase the rebate paid to the City and County but will not have a substantial impact on Marpan’s processing operations and therefore is not expected to change their processing fee.

### 3.1.3 Conclusion

Removing mixed plastics from the single stream recycling program is likely to have only a minor increase on the AMV given the relatively small percentage of the inbound single-stream recycling stream and subsequent rebate paid to the City and County by Marpan and is therefore not recommended at this time. On the other hand, formalizing the lack of fees related to marketing glass and disposing of contamination will help maintain a high AMV which will in turn result in higher rebates paid to the City and County by Marpan. When renegotiating with Marpan, it is important to keep in mind that Marpan is providing good value when compared recycling processing costs borne by other Florida jurisdictions.

## 3.2 SEEKING ALTERNATE PROPOSALS

Issuing a RFP to secure a new service provider to process recyclable materials is another option available to the City and County. However, as the City and County currently have a local and qualified service provider, it is advisable to first evaluate the quality, cost, and value of the current relationship when deciding whether to renegotiate or recomplete the services. Best practices dictate conducting a thorough assessment of the market for price, level of service and market participants is critical before a decision is made on whether and how to proceed with renegotiations or competitive procurement. **Table 9** presents a comparison of the factors under which the renegotiation and competitive procurement options may be considered, in addition to the advantages and disadvantages of each option.

Table 9. Comparison of the “Renegotiation” Option with the “Competitive Procurement” Option

	<b>Renegotiate</b>	<b>Procure</b>
<b>Factors</b>	<ul style="list-style-type: none"> <li>• Current fees are comparative with the surrounding communities.</li> <li>• Current level of service provided by Marpan is equal to or greater than the City’s/County’s desired level of service.</li> <li>• City/County is generally satisfied with the quality of service.</li> </ul>	<ul style="list-style-type: none"> <li>• Current level of service provided by Marpan is less than the City’s/County’s desired level of service.</li> <li>• Other contractors with strong incentives to gain market share in the area.</li> <li>• Sufficient volume of material allows for economies of scale</li> <li>• Current price is not competitive.</li> </ul>
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• City/County does not have to deal with a transition period and associated transition issues.</li> <li>• Allows a quick turnaround.</li> <li>• Saves the expense associated with implementing and managing a procurement or bid.</li> <li>• Depending on the City’s/County’s negotiating leverage, it provides an opportunity for the County to increase the level of service, if desired, or obtain price concessions by using procurement process as leverage.</li> </ul>	<ul style="list-style-type: none"> <li>• Encourages competitive pricing.</li> <li>• Opportunity to change service level/type and obtain better contract terms.</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Limited negotiation leverage.</li> </ul>	<ul style="list-style-type: none"> <li>• Potential legal action from proposers not selected.</li> <li>• Transition issues.</li> <li>• Time to implement procurement/bidding.</li> <li>• Expenses associated with implementing and managing a procurement/bid.</li> </ul>

In addition, there are a few points to consider. First is that the tonnage of recyclable materials collected in City and County have remained relatively stable in the last few years, so the greatest challenge is adequate volume to lower the processing costs enough to entice a new service provider to enter the local market. Accordingly, based on market conditions, the likelihood of decreasing the processing costs is low. Second, if the City and County elect to issue a RFP, and they sought the services of a qualified consultant to help prepare the procurement documents, assist with evaluating proposals, as well as provide assistance with implementation, the fees for such services could range between \$25K and \$100K depending on the scope of services.

### 3.2.1 Conclusion

Through the evaluation summarized in this report, the City and County have assessed the quality, cost, and value of the current relationship, which indicates renegotiating the existing agreements is a

preferable approach, while reserving the opportunity to issue a RFP if equitable terms cannot be reached with Marpan.

### 3.3 HAULING TO THE NEXT CLOSEST FACILITY

Marpan is the only facility in Leon County capable of processing single stream recyclables. The feasibility for using an out-of-county MRF to process single stream recyclables generated by the City and County depends on the cost to transport recyclable materials to the selected MRF and the processing fees charged by the selected MRF.

#### 3.3.1 Closest Single Stream MRFs

Recycling facilities that can process single stream recyclables are limited in Florida's panhandle. As shown in **Figure 2**, there are several in-county and nearby material recycling facilities (MRFs); however, there are only two that are capable of processing single stream recyclables which are presented in **Table 10**.

Figure 2. Recycling Processing Facilities

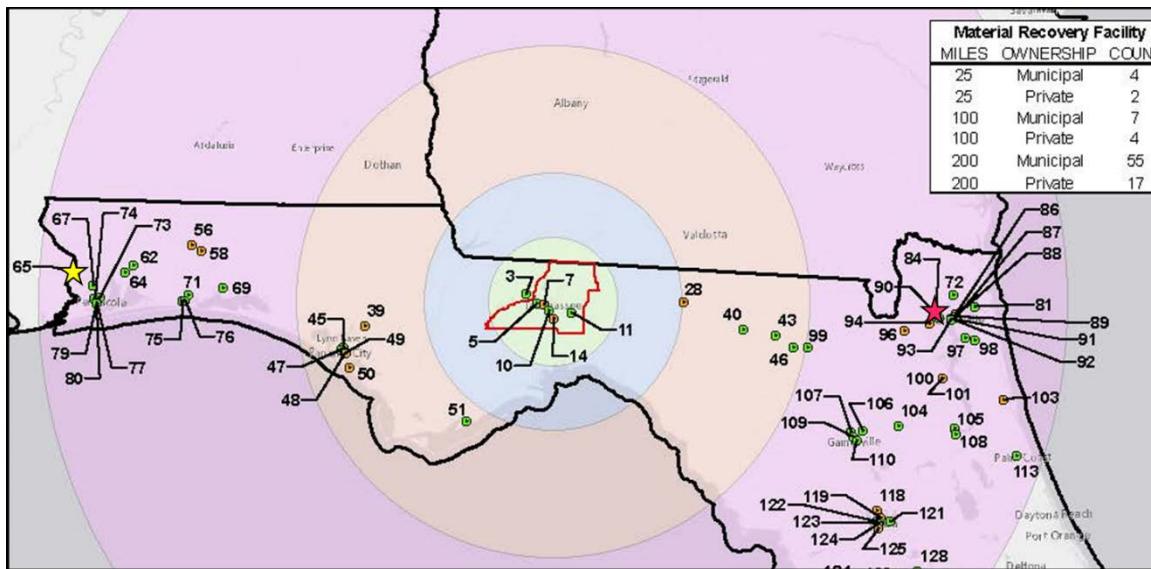


Table 10. MRFs Capable of Processing Single Stream Recyclables

Site Number	Site Symbol	Facility Name	City
65	★	Emerald Coast Utilities Authority	Cantonment
84	★	Republic Services North Florida	Jacksonville

It should be noted there are two additional private single stream MRFs (one in Ocala, FL and one in Columbus, GA), approaching that edge of the 200-mile radius. For the purposes of this analysis, the



transportation and processing cost estimates are comparable those of the Emerald Coast Utilities Authority and Republic Services North Florida facilities.

### 3.3.2 Transportation Costs

Two methods of transporting recyclables are assessed: direct haul and aggregation/transfer. Direct haul involves the same vehicles that collect the single stream recyclables curbside also transporting the recyclables to the selected MRF. Aggregation and transfer involves the collection vehicles delivering recyclables to a single location where they are aggregated and loaded into larger vehicles for hauling to the selected out-of-county MRF.

#### Direct Haul

Collection vehicles have intricate machinery that facilitate curbside collection and compaction of waste and recyclable materials. These vehicles are typically not used to transport materials long distances; however, some communities may opt to do so on a temporary basis or when capital costs for the development of an aggregation facility are prohibitive. The analysis below illustrates costs related to directly hauling recyclables to an out-of-county MRF, whether short-term or long-term, to better understand the cost implications related using a MRF other than Marpan.

The County’s franchise agreement does not address changes in the recycling processing facility; however, section 3.4.3 of the City’s collection contract indicates that the cost of delivering recyclables to a facility beyond 20 miles of the City’s centroid is \$1.50 per ton multiplied by the number of one-way trips. This cost likely includes labor, fuel and added wear and tear on collection vehicles for short-term use of an out-of-county MRF. Long-term use of an out-of-county MRF may increase Waste Pro’s collection costs. Even though this cost increase is not specified in the County’s franchise agreement, it is used to estimate additional costs related to directing recyclables to an out-of-county MRF.

**Table 11** presents estimated annual costs related to the direct haul of recyclables to out-of-county MRFs (i.e., MRF processing costs are excluded). The annual cost is estimated to be between \$2.5M and \$3.2M annually (depending on the selected MRF). Unit costs are between \$120 and \$152 per ton.

Table 11. Estimated Transportation Cost for Direct Haul to Out-of-County MRFs

Site Symbol	Facility Name	City	Miles from City Centroid	Number of 1-Way Trips	Annual Transport Cost	Annual Transport Cost/Ton
★	Emerald Coast Utilities Authority	Cantonment	203	11,562	\$3,173,769	\$152.49
★	Republic Services North Florida	Jacksonville	163	11,562	\$2,480,049	\$119.16

As expected, the high cost to directly haul recyclables in collection vehicles to an out-of-county MRF makes this option infeasible as a long-term solution.

#### Aggregation and Transfer

Similar to the management of waste, the aggregation of recyclables at the County’s transfer station and use of transfer trailers for hauling to out-of-county MRFs would incur less costs than direct



Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 18

hauling. Costs related to the aggregation and transfer of waste to out-of-county Springhill Landfill in Campbellton were estimated to be \$4.06 per mile (based on contract provisions and annual waste quantities, see Technical Memorandum 4 for details). This was used to estimate the cost to aggregate and transfer recyclables to an out-of-county MRF.

Applying \$4.06 per mile to the mileage of the out-of-county MRFs, each transfer trailer of recyclables will cost between \$691 and \$809 to transport (depending on the MRF selected). Assuming that three collection vehicle quantities can be contained in a transfer trailer of recyclables, each transfer trailer of recyclables will contain about 10.8 tons. Dividing the annual City/County managed recyclables of 20,813 tons by an average of 10.8 tons per transfer trailer, it is estimated that 1,927 transfer trailer trips will be required annually. **Table 12** presents annual transportation costs related to aggregating and transfer of recyclables to be between \$1.3M and \$1.6M. This equates to a unit cost of between \$50 and \$59 per ton.

Table 12. Estimated Transportation Cost for Aggregation and Transfer to Out-of-County MRFs

Metric	Emerald Coast Utilities Authority	Republic Services North Florida
Cost per Mile <sup>1</sup>	\$4.06	\$4.06
Miles from Leon Co Transfer Station	199	170
<b>Cost per Load <sup>2</sup></b>	<b>\$808.66</b>	<b>\$690.81</b>
Annual Single Stream Tons Transferred <sup>3</sup>	16,325	16,325
Tons Recyclables per Transfer Vehicle Load <sup>4</sup>	10.8	10.8
Annual Number of Transferred Loads <sup>5</sup>	1,512	1,512
<b>Annual Transportation Costs <sup>6</sup></b>	<b>\$1,222,400</b>	<b>\$1,044,200</b>
<b>Annual Transportation Costs - per ton <sup>7</sup></b>	<b>\$58.73</b>	<b>\$50.17</b>

<sup>1</sup> From Table 8 of Technical Memorandum 4

<sup>2</sup> Cost per Mile multiplied by the number of miles

<sup>3</sup> Recycling quantities from both City and County, 2018

<sup>4</sup> Assumes each transfer trailer holds 10.8 tons of single stream recyclables (about three collection loads, each averaging 3.6 tons)

<sup>5</sup> Annual tons divided by 10.8 tons per transfer trailer

<sup>6</sup> Cost per Load multiplied by the Annual Number of Transferred Loads

<sup>7</sup> Annual Transportation Costs divided by 16,325 tons of single stream recyclables (2018)

### 3.3.3 Incorporating Processing Fees for Use of Out-of-County MRFs

**Table 13** presents the processing fees and rebates offered for single stream recyclables at Marpan and the out-of-county MRFs. Marpan’s processing fee of \$89 per ton is higher than ECUA’s published processing fee of \$51 per ton, but lower than Republic Services North Florida’s processing fee of \$95 to \$115 per ton. Marpan is the only MRF that offers a rebate.

Table 13. MRF Processing Fees and Rebates

Facility Name	City	Miles from City Centroid	Processing Fee (\$/ton)	Rebate (% of AMV)
Marpan	Tallahassee	0	\$89	30%
Emerald Coast Utilities Authority	Cantonment	203	\$51	0%
Republic Services North Florida	Jacksonville	163	\$95 - \$115	0%

**Table 14** combines the processing fees and transportation costs to estimate the annual costs for using Marpan and the two out-of-county MRFs to process single-stream recyclables. Annual costs related to Marpan’s planned contract adjustments for 2020 are still the least costly for the City and County by at least \$540K per year (this is the difference between annual cost of \$1.25M, which is the current annual cost of using Marpan, and the least costly alternative of \$1.79M, which is the cost of aggregating and transporting recyclables to ECUA).

Table 14. Recycling Transportation and Processing Cost Comparison

Cost Item	Marpan 2020	Emerald Coast Utilities Authority		Republic Services North Florida	
	Direct Haul	Direct Haul	Aggregation & Transfer <sup>1</sup>	Direct Haul	Aggregation & Transfer <sup>1</sup>
Location	Tallahassee	Cantonment		Jacksonville	
Transportation Cost	NA	\$152.49	\$58.73	\$119.16	\$50.17
Processing Cost					
Processing Fee	\$89.00	\$51.00	\$51.00	\$95.00 - \$115.00	\$95.00 - \$115.00
Adjusted Market Value (AMV)	\$45.60	\$45.60	\$45.60	\$45.60	\$45.60
Rebate (% of AMV)	30%	0%	0%	0%	0%
<b>Final Processing Cost</b>	<b>\$75.32</b>	<b>\$51.00</b>	<b>\$51.00</b>	<b>\$95.00 - \$115.00</b>	<b>\$95.00 - \$115.00</b>
<b>Unit Transportation/Processing Cost (\$/Ton)</b>	<b>\$75.32</b>	<b>\$203.49</b>	<b>\$109.73</b>	<b>\$214.16 - \$234.16</b>	<b>\$145.17 - \$165.17</b>
Annual Single Stream Recyclables (tons)	16,325	16,325	16,325	16,325	16,325
<b>Annual Transportation/Processing Cost</b>	<b>\$1.23M</b>	<b>\$3.32M</b>	<b>\$1.79M</b>	<b>\$3.50M - \$3.82M</b>	<b>\$2.370M - \$2.7M</b>

<sup>1</sup> Cost does not include modifications to transfer station nor added staff time

Even with the increased processing cost and reduced rebate, Marpan still provides the best value for managing recyclables from the City and County. Neither of the out-of-county MRFs offer a rebate and the Republic Services North Florida has a much higher processing fee than Marpan. The long-haul transportation costs to Emerald Coast Utilities Authority MRF overshadows its lower processing fees making the cost far more expensive than using Marpan.

### 3.3.4 Conclusion

Transporting single stream recyclables to MRFs greater than 150 miles costs at least \$50 per ton in addition to processing fees charged by the out-of-county MRF (higher fees to transport more than 150 miles away). Marpan is the only MRF capable of processing single stream recyclables located in

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 20

the County. Other MRFs capable of processing single stream recyclables are more than 150 miles away and therefore transportation costs likely exceed savings that from reduced processing fees and are therefore not recommended for reducing overall recycling costs.

### **3.4 USE OF THE LEON COUNTY TRANSFER STATION TO SUPPORT RECYCLING**

It is important to note that modifications to the Leon County Transfer Station to allow aggregation of single stream recyclables has not been included in the transportation estimates presented in **Table 11**. However, there are physical and operational constraints associated with using the Leon County Transfer Station that aside from the cost infeasibility of using the facility for recyclables, render this option impractical for the following reasons:

**Operational Hours** – The transfer station is open 13.5 hours per day, Monday through Friday (3:00 am to 4:30 pm) and 3.5 hours on Saturdays (8:00 am to 11:30 am). The current operating schedule and space is used to provide aggregation and transfer services for waste. Using the same space to aggregate and transfer recyclables would require a second operational shift; however, DEP will not allow any transfer station to operate 24 hours per day.

**Logistics to Keep Waste Separate from Recyclables** - It is estimated that on average about 23 loads of recyclables would be delivered to the transfer station (14 with recyclables collected from the City and 9 from the County). Recyclables are collected during the day at the same time that trash is collected. Keeping the recyclables separated from trash and switching loading operations to focus on recyclables will be difficult and require significant logistical planning, additional labor, and potentially additional space.

#### **3.4.1 Conclusion**

The Leon County Transfer Station uses most of its capacity to aggregate and load transfer trailers of MSW. Logistics, manpower, and the need for increasing operating hours make this an impractical alternative to support recycling.

### **3.5 CONSTRUCTING AND OPERATING A MRF**

Instead of using Marpan to process single stream recyclables, the City and County could develop their own processing facility. Capital costs for constructing a single stream processing facility are variable depending on the site, design capacity, and extent of automation and specialized equipment. Based on development of other single stream processing facilities within the past ten years, we estimate that capital costs related to the development of a single-stream MRF are between \$15M and \$25M as reflected below in **Table 15**.

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 21

Table 15. Unit Costs (\$/Ton) Related to Development of Single Stream Processing MRF

Cost Item	Low	to	High
Capital Cost	\$15,000,000	to	\$25,000,000
<b>Annual Costs</b>			
Annual Amortization of Capital Cost <sup>1</sup>	\$1,091,000	to	\$1,818,000
Annual Operating Costs <sup>2</sup>	\$600,000	to	\$1,000,000
Subtotal Annual Costs	\$1,691,000	to	\$2,818,000
Unit Cost (\$/Ton) <sup>3</sup>	<b>\$81.25</b>	<b>to</b>	<b>\$135.39</b>

<sup>1</sup> Assumes capital costs are amortized over 20 years at an annual interest rate of 4%.

<sup>2</sup> Estimated at four percent of capital cost

<sup>3</sup> Annual amortization of capital costs divided by 20,813 tons (2018)

Capital costs include construction of a building and purchase of processing equipment with minimal land development costs. MRF operating costs include labor, fuel, repairs and maintenance, operating supplies and consumables, safety supplies and training, utilities, and insurance costs. These costs are variable based on changes in volume and composition of single stream recyclables, productivity and efficiency of equipment used, extent of manual labor needed for processing, and repair/maintenance schedules. Annual operating costs are estimated to be 4% of the capital cost.

Challenges related to the development of a recycling processing facility include:

**Increased Risk** – With any new facility, there is risk associated with its implementation. The risk of such a facility is greater if the County opts to develop a facility sized to accept materials collected from programs that are not their own (such as that collected by the commercial sector) or neighboring communities). Additionally, recycling processors develop a network of potential markets (often considered confidential business information) and a consistently large supply of materials that garner attention from potential markets. The City and County’s supply of single stream recyclables is considered modest and may not attract as many markets or as high a value as larger quantities. Usually governments are risk averse and not prepared for the highs and lows of commodity trading.

**Increased Cost** – Costs to cover amortized capital expenditures and annual operating expenses equate to between \$81 and \$135 per ton, which mostly exceed the Marpan’s processing fee.

**Market Development** – If the County were to construct a recycling facility, additional planning would be required to identify markets for materials.

As an alternative, the City and County may want to explore the possibility of purchasing the Marpan recycling facility. In terms of operations, municipalities typically outsource activities that are beyond their core competencies and/or if the private sector has distinct operational advantages such as with marketing recyclables. While there may be merit in the City and County exploring the possibility of purchasing Marpan’s recycling facility, operations would still be best provided by qualified professionals including responsibility for marketing the recyclable commodities. At this point, valuing the facility and operation would be speculative and premature pending an expression of interest by Marpan.

### 3.5.1 Conclusion

Estimated costs for the City and County to construct and operate their own MRF are greater than continuing to contract with Marpan for processing of recyclables in addition to having increased risk. Further analysis is required to ascertain if City-owned or County-owned property is available, the extent of permitting and development costs, and the types of equipment and extent of manual labor that would be needed. While exploring the option of acquiring the Marpan facility may be an alternative, it is not recommended as a viable option as operations and maintenance would likely still need to be outsourced.

### 3.6 SENDING RECYCLABLE MATERIALS TO THE LANDFILL

While recycling programs across the U.S. have experienced significant cost increases since 2018, most have not discontinued their curbside recycling program. Of the communities that did discontinue their curbside recycling collection, many have reestablished the program by adjusting collection frequency, limiting the material types collected, and monitoring contamination. Recovered materials are still being sought by Chinese markets even though their government has restricted imports for contamination issues. Chinese companies are investing in shuttered paper mills and other processing facilities so that clean materials can be shipped to China. It takes time for this infrastructure to be developed and the recycling industry is cautiously optimistic that domestic markets will be developed in the near future.

Discontinuing curbside recycling collection programs is usually met with public discontent. The investments in program development and equipment are often lost when a program is terminated, and reestablishment of the program requires another significant investment. Furthermore, discontinuing the recycling program means that the transfer station will need to accommodate the once-recycled materials for transfer to the landfill for disposal. Costs to dispose of recyclables via the Leon County Transfer Station are presented in **Table 16**.

Table 16. Annual Cost for Disposal of Recyclables

Recyclable Material	Annual Tons (2018)		Leon Co Transfer Station Tipping Fee *	Annual Disposal Cost	
	City	County		City	County
Single Stream	8,288	8,037	\$30.00	\$248,640	\$241,110
Commercial Cardboard	4,475	0		\$134,250	\$0
Commercial Office Paper	13	0		\$390	\$0
<b>Total</b>	<b>12,776</b>	<b>8,037</b>		<b>\$383,280</b>	<b>\$241,110</b>
	<b>20,813</b>			<b>\$624,390</b>	

\* Tipping Fee as of October 1, 2020

#### 3.6.1 Conclusion

Discontinuing management of single-stream recyclables will cost just under \$500K annually in added disposal costs through the Leon County Transfer Station. If the City chooses to discontinue its commercial cardboard and office paper recycling programs, the commercial entities will likely place these materials in the trash which will increase tons received at the transfer station by about 4,500 tons annually and add about \$135K in disposal fees to these businesses. Under this scenario, the City and County would surely fall short of the State's 75% recycling goal as well as fulfilling their own sustainability goals.

## 4.0 OTHER PROGRAM ENHANCEMENTS TO INCREASE RECYCLING

State and local legislation and policies guide and influence solid waste management within Leon County. The Florida Legislature enacted House Bill 7135 in 2008, which created Section 403.7032, Florida Statutes. This legislation established a statewide 75% recycling goal to be achieved by 2020. It is critically important to note that the 75% recycling goal is aspirational. As part of this legislation, FDEP prepared a *75% Recycling Goal Report to the Legislature* (Report) in 2010. This report was developed based on input from public and private stakeholders and identified key success factors such as the role of education, target waste stream components and sectors such as C&D, organics, and commercial recyclables, as well as innovative recycling programs such as pay-as-you-throw and single stream recycling. Subsequently, Florida Legislature enacted House Bill 7243 in 2010, which addressed several of the issues discussed in the Report including establishing interim recycling goals, technical assistance, reporting, and a focus on residential and commercial recycling and composting and C&D recycling.

Florida's 75% recycling goal is weight-based, meaning that for every 100 tons of solid waste collected, 75 tons must be recycled (or used as an energy source). However, such an approach treats all waste stream components equally and thus has inherent limitations due to the varied composition of the waste stream as well as challenges in the recycling commodity markets. Also, if a community excels at source reduction, it can result in a lower recycling rate. To address this challenge, many communities are exploring strategies that recognize the differences in the waste stream components. This approach is generally known as sustainable materials management (SMM). The US Environmental Protection Agency defines SMM as "a systemic approach to using and reusing materials more productively over their entire life cycles." As it relates to Florida, the Hinkley Center for Solid and Hazardous Waste Management is sponsoring research that is exploring potential alignment between SMM principles and achieving the 75% recycling goal. The research focus is likely based on the most recent report issued by FDEP entitled [Florida and the 2020 75% Recycling Goal: 2019 Status Report](#). This report includes several options that reflect direct input received from waste and recycling business stakeholders, local governments, and non-governmental organizations. Implementing some or all the suggested options requires action by the Legislature, FDEP and other state agencies, as well as local government and many of the stakeholders involved. The options relate to single stream recycling, market development, C&D recycling, organics recycling, commercial recycling and education and outreach. The subsections below are generally aligned with the options summarized by FDEP.

Regardless of state action, without further action by the City and County, it will be difficult to further increase recycling rates. Working collaboratively, the City and County can increase their recycling with programs that coordinate and unify messaging, mandate commercial recycling, and target organics. These are described below.

### 4.1 UNIFIED MESSAGING

The City and County would realize an increase in recycling rates with more collaboration on waste reduction, waste diversion, and recycling messaging. An additional benefit for the City and County would be to align and use common nomenclature for the recyclable materials collected and unify their messaging. Use of common and consistent graphics would help program recognition. **Table 17** presents how the City and County currently define recycling.

Table 17. Recycling Definitions of the City and County

Leon County	City of Tallahassee
Newspapers	All Paper
Magazines	
Cardboard	
Paperboard	
Residential Waste Paper	
Glass Containers	Glass Food & Beverage Containers
Aluminum and Metal Cans	Aluminum & Tin/Steel Bi-metal Food and Beverage Containers
All Plastic Containers	All Plastic Bottles & Containers

Fortunately, both the City and County have the contractual flexibility to define what materials are included in their respective single-stream programs. Having consistent messages on what is recyclable, whether in the City or in the County, will help residents and visitors recognize what can be placed in single stream recycling carts. Unified messaging across both the City and County will reach a broader audience and reduce confusion for those who travel between the City and County. While this may decrease recycling tonnage delivered to Marpan, it could increase that value of what is recycled as reflected in the AMV, which will lower the processing cost.

## 4.2 EXPAND COMMERCIAL CARDBOARD RECYCLING

The City collects corrugated cardboard that has been segregated from other recyclables from the commercial sector. Since the separated commercial cardboard has very little contamination and does not need to be cleaned up through the single stream processing operation, Marpan offers a rebate to the City that is 50% of the monthly market value. Marpan retains 50% of the market value to cover costs related to baling and finding markets for the cardboard. In May 2020, the market value of cardboard was \$117 per ton, which resulted in a rebate to the City of \$58.75 per ton. Using the May 2020 market value, it is estimated that the City received about \$263K for the 4,476 tons of commercial cardboard delivered to the Marpan MRF.

Additional outreach and communication to commercial businesses to separate and recycling their cardboard can increase the rebate to the City, which would offset costs related to processing single stream recyclables. The County could encourage business parks and retail areas to also recycle their cardboard. Both the City and County can provide incentives for businesses to separate their cardboard by offering to pay for the container or supplement collection charges. **Table 18** presents increases in the annual quantity of commercial cardboard collected by the City of 10, 20, 30, and 40 percent and the associated revenue (based on September 2020 market value). Increasing the quantity of commercial cardboard by 40%, from 4,476 tons to 6,270 tons annually, can increase revenue by approximately \$61K.



Table 18. Projected Financial Impact of the City increasing Commercial Cardboard Recycling

Cost Item	Current	Percent Increase in Commercial Cardboard			
		10%	20%	30%	40%
Adjusted Market Value (AMV)	\$33.75	\$33.75	\$33.75	\$33.75	\$33.75
Annual Tons	4,476	4,920	5,370	5,820	6,270
<b>Annual Revenue</b>	<b>\$151,049</b>	<b>\$166,050</b>	<b>\$181,238</b>	<b>\$196,425</b>	<b>\$211,613</b>
<i>Change</i>	--	+ \$15K	+ \$30.2K	+ \$45.4K	+ \$60.6K

Given the success of the City’s commercial cardboard program, it warrants the County exploring the viability of a comparable program. Legal review is suggested to confirm that establishing such a program does not violate the County’s franchise agreement for solid waste collection services. Alternatively, the County could consider adding a provision for commercial cardboard collection when negotiating an extension to its collection contract or when it procures a new collection agreement.

### 4.3 MANDATORY COMMERCIAL RECYCLING

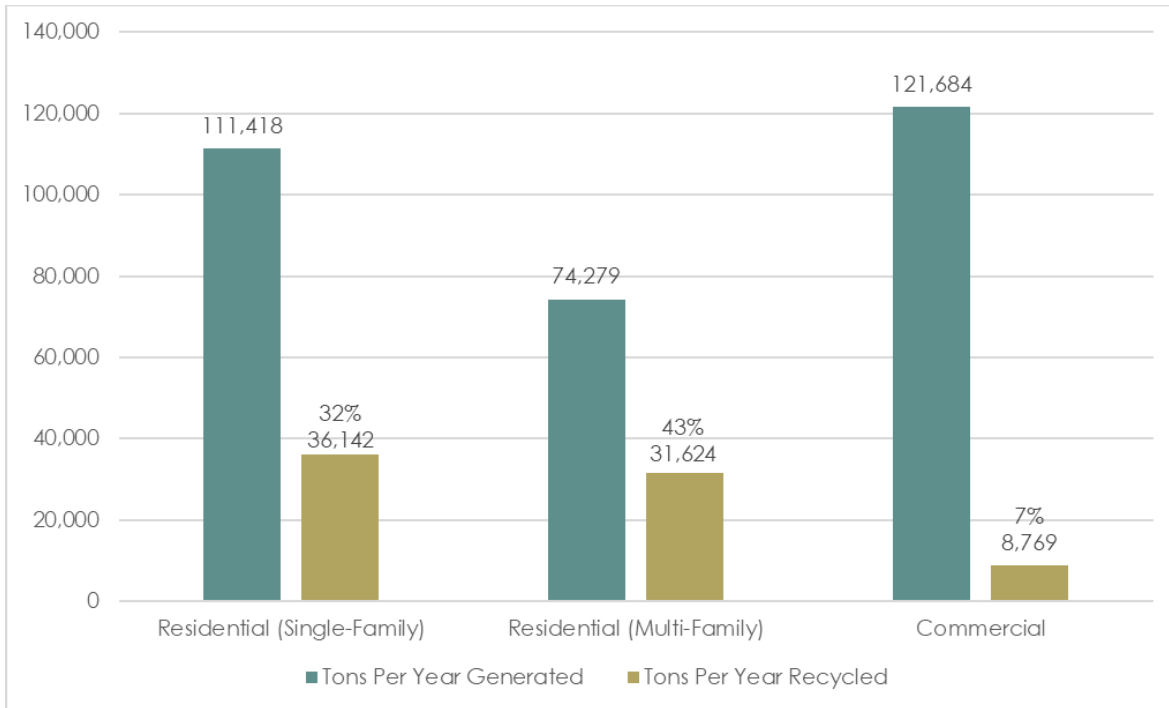
FDEP’s recycling rate for Leon County is 60% when including C&D waste; however, the recycling rate for municipal solid waste (excluding C&D) is just 25%. The single-family and multi-family sectors recycle 32% and 43% of their waste streams respectively. **Table 19** and **Exhibit 3** below present the MSW generated and recycled in 2018 by sector.

Table 19. 2018 Annual MSW Tons Generated and Recycled by Sector

Residential (Single-Family)		Residential (Multi-Family)		Commercial	
Generated Tons	Recycled Tons	Generated Tons	Recycled Tons	Generated Tons	Recycled tons
111,418	36,142	74,279	31,624	121,684	8,769



Exhibit 3. 2018 Annual MSW Tons Generated and Recycled MSW by Sector



As shown in Exhibit 3, it is estimated that the commercial sector recycles just 7% of their MSW, which presents an opportunity for targeted recycling outreach. In terms of the opportunity, focusing on the approximately 113,000 tons of commercial solid waste disposed in 2018 and applying the percentages of recoverable materials documented in the County's 2011 Waste Characterization Study, there are approximately 3,000 tons of recyclable materials disposed that theoretically, could have been recovered. **Table 20** presents the breakdown by material type.

Table 20. Estimated Commercial Recyclable Materials Currently Disposed

Composition	Percentage <sup>1</sup>	Annual Tons
Corrugated Paper	7.1%	8,000
Office Paper	3.5%	4,000
Glass	4.6%	5,200
Other Paper	3.5%	4,000
Aluminum Cans	1.0%	1,100
Steel Cans	0.9%	1,000
Plastic Bottles	5.9%	6,700
Other Plastics	0.0%	0
Newspaper	1.5%	1,700
<b>TOTAL</b>		<b>31,700</b>

<sup>1</sup> 2011 Leon County Waste Characterization Report

The implementation of mandatory commercial recycling alone will not improve the financial condition of the County's and City's recycling program. Still, mandatory commercial recycling could bring the further increase the City and County's recycling rate.

### **4.3.1 Implementation**

The mandatory commercial recycling programs in Florida have been implemented by ordinance. Currently, Collier County and Lee County have mandatory commercial recycling ordinances. The City of Orlando passed a similar law in 2019, to be phased in over four years. It should be noted that the project driver in Collier County was extending the life of its landfill and for Lee County to beneficially manage recyclables instead of processing via its waste to energy facility. As the City and County do not have the pressure to extend the life of finite assets, meeting its sustainability goals and the State recycling goal may be seen as the primary drivers.

The general concept behind mandatory commercial recycling is to increase participation, which will result in increased recycling tonnage. In the case of Collier County, a partnership was established with a local Chamber of Commerce to build support for the initiative. Initially a pilot program was established to demonstrate how the project would work and to address any challenges operational and assess any conflicts with codes and permits, such as parking requirements. A key finding from the pilot program was that most businesses, by meeting the requirements of the program, save money through increased recycling. The reason for the savings is because the cost for a cubic yard of recycling capacity was less than the same cubic yard of solid waste disposal capacity.

The initial resources needed to “stand up” the program were greater than at “steady state.” Applying the lessons learned in Collier County and Lee County and scaling it to the City and County, it is estimated that Phase I – Program Implementation would require staffing of 1 full-time equivalent (FTE) and Phases II and III – Enforcement and Sustainment would require staffing of 2-3 FTEs. In general, the activities associated with implementation and maintenance include:

- Business Recycling Assistance;
- Recycling Education;
- Business Outreach;
- Recycling Promotion;
- Drop-Off Recycling;
- Site Visit Coordination; and
- Customer Service.

### **4.3.2 Benefits**

The primary benefits of implementing a mandatory commercial recycling include engaging the business community to further embracing resource stewardship and to continue its support of meeting the States 75% recycling goal. In the case of Collier County, commercial recycling increased nearly 40% between 2006 and 2018. It is also an opportunity for each business to gain recognition within the community for its participation.

### **4.3.3 Barriers to Implementation**

The primary barrier to implementation is cost to implement and maintain. Given that the AMV over the past few years has been less than the processing cost, implementing such a program would enhance progress towards the City’s and County’s sustainability goals, it would still result in a net cost. However, as evidenced in Collier County, providing businesses with choice in terms of selecting one recyclable material to achieve compliance, and resolving land development code conflicts (e.g., parking), municipal and business community goals can be aligned and an otherwise challenging initiative can be successfully implemented.

#### **4.3.4 Feasibility and Viability**

As evidenced by Collier County, Lee County, and the City of Orlando, the implementation of a mandatory commercial recycling ordinance is feasible, especially with the opportunity to focus on increasing recycling of higher-value materials (e.g., aluminum, corrugated cardboard, and HDPE). To assess the viable requires a more in depth analysis to evaluate the benefits and costs.

#### **4.4 MANDATORY CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING**

In 2018 approximately 16% of C&D generated in the County was landfilled. This percentage translates to approximately 74,000 tons. This is material that can easily be recycled and infrastructure already exists in the County. One mechanism to compel the capture and recycling of C&D is a mandatory ordinance. This approach was approved in Lee County in 2007 and became effective on June 1, 2008. While implementing a mandatory ordinance, the County does not control the market nor pricing to the C&D generator. In addition, the ordinance only requires recycling of 50% of C&D generated by a subject project and exempts certain smaller projects. Through this ordinance, a management plan is required and a fee is assessed depending on the nature of the project. Based on the 2018 FDEP Recycling Reports, Lee County achieved an 80% recycling rate for C&D, which when compared to their C&D recycling rate of 39% in 2006 is a significant improvement. Notably, Leon County, in the absence of a mandatory C&D recycling ordinance achieved an 84% recycling rate for C&D in 2018. Still, further analysis is warranted to assess the impacts and benefits to generators and processors.

#### **4.5 ORGANIC DIVERSION PROGRAMS**

While organics are not part of the single stream recycling program, given the large amount of organic waste disposed from the residential and commercial sectors, there is a high potential for landfill diversion. If such diversion were implemented, it could reduce disposal costs, enhance the County's total recycling rate, and bring it closer to meeting the State's 75% recycling goal. In addition, an organic diversion program would help meet specific County sustainability goals and reduce wasting a resource, and reduce the greenhouse gases associated with transportation and landfill disposal. Landfill gas is comprised of roughly 50% methane (CH<sub>4</sub>) and 50% carbon dioxide (CO<sub>2</sub>). Methane is generated from the anaerobic (lack of oxygen) decomposition of waste materials. Different greenhouse gases have more heat holding capability in the atmosphere: methane can hold 25 times more heat than carbon dioxide.

Organics decompose aerobically (with oxygen) through a composting process and hence produce mostly carbon dioxide. Therefore, the scarce amount of methane generated through composting instead of landfilling has a significant impact on the generation of greenhouse gases.

The main solid waste goal in the Tallahassee-Leon County 2030 Comprehensive Plan states that solid waste principles should be implemented in the following order: Prevention, Reduction, Re-Use, Recycling, and Disposal. Similarly, the Institute for Local Self Reliance (ILSR) developed a hierarchy that highlights the importance of source reduction, food rescue, and locally-based composting solutions as a first priority over large-scale regional solutions. The ILSR Hierarchy is presented in **Exhibit 4**. Composting can be small scale and large scale, and everything in between, but too often home composting, on-site composting, community-scale composting, and on-farm composting are overlooked. Anaerobic digestion systems come in different sizes as well. The ILSR Hierarchy addresses issues of scale and community benefits when considering what strategies and infrastructure to pursue for food waste reduction and recovery.

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 29

Exhibit 4. ILSR Hierarchy to Reduce Waste & Grow Community



The organic fraction of the waste stream represents a significant opportunity to increase waste diversion in both the City and County. Between 70,000 and 80,000 tons of organics are landfilled each year, which translates to an estimated \$2.1M to \$2.4M in disposal costs. While if beneficially used, it would result in a revenue reduction in transfer and disposal fees, there could also be an offset from beneficial use revenue.

Annual quantities of landfilled organics include:

36,000 to 41,000 tons of food scraps,

27,100 tons of compostable paper (includes low grade paper such as napkins, tissues, and paper towels), and

8,300 to 11,500 tons of yard trash (leaves, grass, and brush).

#### 4.5.1 Edible Food Rescue

The City and County are served by Second Harvest of the Big Bend Food Bank which partners with retail grocers to “rescue” food directly from store shelves, preventing thousands of pounds of food from going to waste each year. Second Harvest is a member of Feeding America, the national food bank network.

Second Harvest of the Big Bend food bank works with a network of 135 partner agencies across 11 counties in the Big Bend to distribute enough healthy and nutritious food each month for 786,127 meals. The food industry is the backbone of food banking. Many local and national companies donate food to the Second Harvest, including:

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 30

- Distributors
- Farmers
- Food Brokers
- Manufacturers
- Foodservice Operations
- Retailers
- Wholesalers

To help promote this as a successful initiative, it is recommended that the City and County provide technical assistance to local businesses to help reduce the volume of surplus food generated and direct edible food to a food rescue program offered by Second Harvest. Site assessments can identify and estimate the types and quantities of surplus food that could be directed to people, animals, or livestock, along with an infrastructure necessary to redistribute the food.

#### **4.5.2 Organics Composting Programs**

Inedible food that cannot be rescued can instead be diverted to a composting program. Instead of developing a central composting facility, the City and County could consider establishing a network of smaller composting sites, often referred to a decentralized composting network. Decentralized composting networks can reduce the carbon footprint of collection and transportation and can be customized to localized situations without requiring large capital investment in equipment. The City of Austin, Texas has recognized the value of a decentralized composting network and as a result, the City has adopted a highest and best use philosophy for city collection programs of residential food scraps to guide its planning and has initiated programs expanding its home composting incentive program to encourage the development of home and onsite composting and establishing composting trainings at community gardens and implementing a junior composter and master composter training program.

### **5.0 OTHER CONSIDERATIONS**

Florida House Bill 73 was filed in August 20, 2019 and approved by the Governor in June 18, 2020. The bill specifies requirements for contracts between residential recycling collectors or materials processing facilities (MRFs) and counties or municipalities for collecting, transporting, and processing residential recycling material & contaminated recyclable material. Specifically, each contract between a residential recycling collector and a county or municipality must specify the following for dealing with contaminated recyclable material: 1) respective strategies to reduce the amount of collected contaminated recyclable material, 2) procedures for identifying, documenting, and managing the material, 3) remedies for carts or containers with contaminated material, 4) education and enforcement measures to reduce contamination, 5) a definition of the term “contaminated recyclable material”. After the contract is executed, MRFs are not required to process contaminated recyclable material except pursuant to the contract terms. While this does not yet affect the City and County, it will apply to any new or renewed collection or recycling processing agreements after October 1, 2020. Accordingly, it is critically important that it be considered in the context of its future decisions regarding both recyclable materials processing as well as its future collection programs. It should be noted that the City and County already have provisions in their agreements with Marpan that address contaminated recyclable materials and associated remedies.

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

The recycling program in the City and County is an efficient operation that relies on contracts with private haulers and recyclers operating in the County. Unfortunately, the recycling program has experienced significant cost increases during the past several years resulting from the globally depressed market for recyclable materials. In the past two years, the City and County together have experienced an annual increase of about \$1M to process single stream recyclables, from about \$250K to about \$1.25M annually.

Recognizing there are various factors impacting the recycling program, this analysis evaluated a range of alternatives and arrived at the following recommended approach to maximize the viability of the City and County's recycling program, which is as follows:

- **Renegotiate the Marpan Agreements.** Notwithstanding the dramatic increase in costs since 2014, based on the analysis contained herein as well as prior memoranda, the City and County have an effective contractual arrangement with Marpan that shares market risk (i.e., AMV). The market assessment undertaken in this analysis reveals that the current financial arrangement and risk allocation is fair and reasonable and financially advantageous when all other options are considered. However, there are opportunities to renegotiate the agreement to align practice with contractual terms (e.g., treatment of glass and reject threshold) and also address mixed plastics processing.

In addition to the recommendation to renegotiate the Marpan agreements, the following are additional recommendations to increase recycling in alignment with the State's 75% recycling goal and the Waste Reduction Element in the County's Integrated Sustainability Action Plan and also in the City's sustainability plan:

- **Consider Expanding Commercial Cardboard Recycling.** Annual revenue from collecting about 4,478 tons of commercial cardboard is about \$26K. Additional outreach and communication to City businesses to increase cardboard recycling by 40%, to about 6,270 tons annually can increase revenue by about \$105K annually. As the benefits of commercial cardboard recycling have been demonstrated in the City, it is recommended that the County develop a comparable program.
- **Continue Implementing Unified Recycling Messaging.** The City and County, along with Marpan should work on consistent and unified messaging that educates its residents on the recycling program. As residents travel frequently between the City and County, unified messaging helps reinforce consistent recycling behaviors and promotes recycling participation. It is recommended the City, County, and Marpan continue their efforts to develop and deploy unified recycling messaging.
- **Consider Implementing Mandatory Commercial Recycling.** Mandatory commercial recycling has been shown to increase commercial recycling participation and quantities. For the benefits to be realized, the City and County would need to provide technical assistance to businesses who wish to start a recycling program, in addition to addressing businesses that do not comply with recycling requirements. A correlation in reduced waste will decrease revenue from tipping fees, but will also reduce transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill. It is recommended the City and County further evaluate the feasibility of mandatory commercial recycling.

Andrew Johnson and Robert Wigen  
September 15, 2020  
Page 32

- **Consider Implementing Mandatory Construction and Demolition Debris Recycling.** Similar to mandatory commercial recycling, one can reasonably expect an increase in C&D recycling if it were mandated. Further, it can be assumed that success would require the City and County to provide technical assistance to the affected parties. However, the City and County could follow the model developed in Lee County and incorporate the lessons learned to maximize the benefits to their recycling rate and any associate reduction in transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill. It is recommended the City and County further evaluate the feasibility of mandatory C&D recycling.
- **Consider Implementing Organics Diversion Programs.** Without targeting organic materials in waste destined for landfill disposal, the City and County will have difficulty meeting the state's 75% recycling goal. It is recommended the City and County further evaluate the feasibility of organic diversion programs via food diversion and composting programs.


## 7.0 CLOSING

We have enjoyed working with the City and County on this project to address options to improve the recycling programs. Please do not hesitate to contact the undersigned for further discussion.

Sincerely,



Stacey T. Demers  
Project Director  
SCS Engineers



Daniel Dietch  
Project Director  
SCS Engineers

STD/DD/abm

### Attachments

- 1: Task 2 Memorandum - Assessment of Current Conditions
- 2: Task 3 Memorandum - Recycling Needs Analysis
- 3: Task 4 Memorandum - Assessment of Recycling Options

**Attachment 1**  
**Task 2 Memorandum - Assessment of Current Conditions**





The County uses contract services for collections, recycling, transport, and disposal for all residential solid waste and recycling within its jurisdiction. All residential collection services are performed under an exclusive franchise with Waste Pro of Florida, Inc. (Waste Pro). In addition, commercial solid waste (e.g., businesses and multifamily complexes) is also collected under the franchise agreement. The County does not regulate commercial recycling. The County owns and maintains a household hazardous waste collection facility, a landfill that is in the process of closure, and operates a yard waste mulching system on County property. The County also owns and operates a transfer station for municipal solid waste (MSW) materials and contracts for the hauling and disposal of MSW at the Springhill Landfill in Jackson County, Florida.

The County has some unique qualities including that it has only a single incorporated city, which is also the State Capital, which results in a seasonal influx of visitors. In addition, the County is home to several universities that result in a significant transient population that presents specific challenges related to recycling education, outreach, and compliance. The County and the City also share a single service provider for residential waste and recycling as well as the same recycling processor.

Florida House Bill 7135, which created Section 403.7032, Florida Statutes, established a state recycling goal of 75% to be achieved by the year 2020. While this goal is aspirational, it serves as the catalyst for resource stewardship in Leon County (County) and the City of Tallahassee (City). This is evidenced by the inclusion of a Waste Reduction Element in the County's Integrated Sustainability Action Plan and also in the City's sustainability plan. While there are potential contractual and operational actions the County and City can take to increase their recycling rates, which will be addressed in subsequent memoranda, global conditions affecting recycling markets will likely continue to persist until domestic capacity is developed.

# 1 BACKGROUND

**TO:** Andrew Johnson, MPA/MSP, Leon County  
Robert Wigen, City of Tallahassee

**FROM:** Katherine Hinojosa, SCS Engineers  
Daniel Dietch, SCS Engineers

**SUBJECT:** Recycling Options Analysis  
Task 2 – Assessment of Current Conditions

## MEMORANDUM

May 26, 2020  
File No. 09220053.00



## MEMORANDUM

May 26, 2020

Page 2

The County and the City currently contract under separate agreements with Marpan Recycling Facility (Marpan), a privately-owned and operated material recovery facility (MRF), which accepts both the County's and the City's single-stream recycling from residents and businesses that includes old corrugated cardboard (OCC) from commercial establishments. Marpan has indicated it is currently operating at a loss to process residential recyclables. It has agreed to continue operating under an interim agreement to allow the County and the City to explore options for the future of their recycling programs.

The City provides bulky/yard waste collection for all residential customers, dumpster garbage and recycle services for commercial establishments. The City's current 7 year contract with Waste Pro provides residential curbside collection of solid waste collection in a 96 gallon container and recycling in a 64-gallon container and garbage service for commercial businesses that generates a small amount of waste in a 96 gallon container.

### Purpose

The purpose of this project is to examine and provide a range of options for the management of recyclable materials collected by the County and City in the future. This project is to also develop long-term policy strategies and recommendations to continue a financially viable recycling program given the current and projected volatility in domestic and global recycling materials markets. The evaluation will include an assessment of current and projected market conditions and identification of a range of policy options to continue a recycling program for consideration by the Board of County Commissioners and the City Commission. It will document the current and future recycling needs of the County and City and identify opportunities to improve upon its current operations, including but not limited to potential changes to facilities, infrastructure, programs, and/or partnerships. Additionally, the evaluation will reflect their goals related to waste reduction; account for anticipated regulatory changes; and take into consideration anticipated technological, innovative, or market advancements that may influence the field of solid waste management and recycling.

### Memorandum Overview

This memorandum presents an overview of current solid waste management activities in the County and City in terms of solid waste operations; generation, disposal, and recycling quantities; and available facilities within the City, County, and region. While the recyclable materials directly controlled by the County and City are the focus of this project, this memorandum also summarizes publicly available MSW generation data obtained from the Florida Department of Environmental Protection (FDEP) 2018 Solid Waste Management Annual Report and the City's internal tracking data. This data reflects all MSW managed within the County whether the County or City have direct control over its collection and disposition. For example, there are several large institutions that manage solid waste and recyclables outside of the County's and City's control, including Florida State University (FSU), Florida A&M University, Tallahassee Community College, as well as citizens who self-haul directly to Marpan.

## 2 CURRENT OPERATIONS AND MANAGEMENT

### Collection Services

#### Leon County

Residential MSW generated in the County is collected by Waste Pro via an exclusive collection franchise agreement that commenced on October 1, 2013. The initial agreement term was for a seven-year period, ending on September 30, 2020. The agreement was amended on February 4, 2020 with a three-year renewal period from October 1, 2020 to September 30, 2023; agreed with the same prices, terms, and conditions for residential MSW. Waste Pro provides all single-family residents with a black 96-gallon cart for solid waste and a green 64-gallon cart for recycling. Smaller 64-gallon carts for solid waste are available upon request. Waste Pro's collection service pickup frequencies are presented below in **Table 1** and facility locations are presented below in **Table 2**.

Table 1. County Residential Curbside Collection Frequency by Waste Type

Waste Type	Collection Frequency
Solid Waste	Once per week
Yard Waste	Once per week on regularly scheduled solid waste day
Recyclables	Once per week on regularly scheduled solid waste day
Bulky Waste	By request

Table 2. County-Designated Waste Acceptance Facilities

Waste Type	Facility Name	Facility Address
Solid Waste	Leon County Transfer Station	4900 Gum Road Tallahassee, FL, 32304
Yard Waste	Leon County Solid Waste Management Facility	7550 Apalachee Parkway Tallahassee, FL 32311
Recyclables	Marpan Recycling Facility	6020 Woodville Highway Tallahassee, FL 32305
Bulky Waste		

#### City of Tallahassee

Waste Pro provides MSW collection services in the City for residential, multi-family, and commercial customers with 96 gallon roll carts for garbage services and the 64 gallons recycling container through an exclusive collection franchise agreement. The contract commenced on October 1, 2019 with an initial term of seven years. Waste Pro provides all residential customers and commercial customers using barrels with a black 96-gallon cart for solid waste and residential customers with a green 64-gallon cart for recycling. The City provides commercial customers using barrels to recycle with green 96 gallon carts. The City also provides an 8 yard OCC recycling dumpster and a 20 yard single stream dumpster at its location on 2727 Municipal Way office complex.

The City's typical collection service pickup frequencies are presented in **Table 3**.

Table 3. City Collection Frequency by Waste Type

Waste Type	Collection Frequency
Solid Waste	Once a week
Yard Waste	Every other week
Recyclables	Once a week (same day as solid waste)
Construction Debris	By request
Electronics	By request, every Thursday
Bulky Waste	Every other week (same day as yard waste)

Solid waste is delivered to the County’s transfer station and recyclables are delivered to Marpan.

Community Collection Events

**Cash For Trash Program** – This event allows all residential citizens with or without a City utility account to bring household trash items that are too large to fit into their 96-gallon solid waste containers (including HHW, tires, and bulky waste) to the City’s Solid Waste Services Facility for proper disposal. Customers with an active solid waste account with the City receives a \$5 credit towards their utility bill.

**Household Hazardous Waste and Electronics Collection Events** - Leon County hosts the events the first Saturday of the month between September and May at the Public Works Operations Center.

The facility name, address and hours of operation for the community collection events are presented below in **Table 4**.

Table 4. Community Collection Event Locations

Facility Name	Address	Hours of Operation
Solid Waste Services Facility	2727 Municipal Way, Tallahassee, FL 32304	Third Saturday of April and October (8:00am-2:00pm)
Public Works Operations Center	2280 Miccosukee Road Tallahassee, FL 32308	First Saturday between September and May (9:00am – 1:00pm)

Transportation and Disposal Services

The County contracts with Waste Management of Leon County, Inc. (WM) to haul and dispose of the County’s acceptable Class I solid waste to a designated disposal facility (WM’s Springhill Landfill) presented in **Table 5**.

Table 5. Designated Solid Waste Disposal Facility

Facility Name	Address
Waste Management Springhill Landfill	4945 FL-273, Campbellton, FL 32426

The initial contract had a five-year term starting November 19, 1998, which has been amended three times. The termination date of the current agreement is September 30, 2023 with renewal periods of 10 years for disposal and five years for transportation and hauling.

## Facilities

### Rural Waste Service Centers

The County operates four Rural Waste Service Centers (RWSCs), which are designated facilities for residents living in unincorporated Leon County to dispose of household solid waste, recyclables, yard waste, bulky household items, tires, and limited household hazardous waste (HHW) including paints, used oils, car batteries, and fluorescent bulbs. In 2019, Leon County eliminated user fees for the RWSCs, funding this program entirely through general revenue. Accordingly, the RWSCs presented below in **Table 6** are available to unincorporated residents at no charge and are mostly used by households who do not subscribe for curbside collection services from the County's franchise hauler, Waste Pro.

Table 6. Rural Waste Service Centers Managed the County

Name	Address	Hours of Operation
Leon County Solid Waste Management Facility	7550 Apalachee Parkway Tallahassee, FL 32311	Monday - Saturday 8:00am - 5:00pm
Woodville	549 Henry Jones Road, Tallahassee, FL 32305	Friday 9:00am - 6:00pm  Saturday & Sunday 9:00am - 5:00pm
Ft. Braden	2485 East Joe Thomas Road, Tallahassee, FL 32310	
Miccosukee	13051 Miccosukee Road, Tallahassee, FL 32309	

The County contracts with Waste Pro to transport compacted waste materials from the RWSCs to the Leon County Transfer Station and self-hauls bulky items and recyclables using County staff.

### Leon County Solid Waste Management Facility

The Leon County Solid Waste Management Facility has multiple functions. One operation of the facility is the Class III landfill, which is currently undergoing a formal closure process. Other operations of the facility include yard waste management, a HHW center and a Rural Waste Service Center (RWSC). As an RWSC, the facility accepts tires, clean yard waste, wood debris, electronics, recycling, and household solid waste. All County yard waste is taken to this facility to be mulched. A portion of the mulch is used on County properties and offered back to residents free of charge. The majority of the mulch is taken to Enviva in Cottdale to be used as boiler fuel and the remaining portion is sent to Telogia to be used as boiler fuel and/or disposed of at non-recycling facilities.

**Leon County HHW Center** - The Leon County HHW Center accepts HHW and universal waste from County and City residents free of charge. The facility is currently located at the Solid Waste Management facility with plans to relocate to a more centralized location (Public Works Center). Many of the items collected through the center are reusable and available to County and City residents free of charge through their Renew Center (reuse shop). The center also recycles used paint in 5-gallon pails for residents to pick up free of charge.

In fiscal year 2018-2019, the center processed 461 tons of potentially hazardous material from 17,655 residents, of which 250 tons (53%) were recycled or reused. Items stored in excess are donated to the Big Bend Habitat for Humanity Restore. The current community HHW drop-off events take place at the Public Works Operation Center and occur on the first Saturday of every month between September and May. Residents can drop off up to 100 pounds of waste per vehicle at the facility. Loads over 100 pounds are directed to the Leon County HHW Center. **Table 7** presents the facility locations and hours of operations.

Table 7. Household Hazardous Waste Collection Centers

Center	Address	Hours of Operation
Leon County HHW Center	7550 Apalachee Parkway, Tallahassee, FL 32311	Monday - Saturday 8:00am - 5:00pm)
Community HHW Event Public Works Operation Center	2880 Miccosukee Road, Tallahassee, FL 32308	September to May First Saturday of the month 9:00am - 1:00pm

**Leon County Landfill** - The Leon County landfill previously operated as one function of the Leon County Solid Waste Management Facility and is currently undergoing a formal closure process. The Class III site is closed to the public.

### Leon County Transfer Station

The County-owned transfer station is used by commercial and governmental haulers, the City, and FSU. Solid waste collection vehicles deliver household waste from residents and businesses within the County and is emptied onto the tipping floor. The County inspects incoming MSW for unacceptable material including prohibited items, hazardous, or tires and once screened, the MSW is loaded into tractor trailers operated by Waste Management, Inc. and transported approximately 85 miles to the Springhill Regional Landfill in Jackson County, which is also operated by Waste Management, Inc.

The transfer station is operated by County staff. The facility is situated on 20 acres of land with three other buildings including a scale house, an office building, and a maintenance building. The transfer station is fully enclosed with a height of 40 feet and a total enclosed area of 26,700 square feet. The facility is used exclusively for solid waste transfer and site constraints limit opportunities to expand the building. The facility is open from 3:00am - 4:30pm, Monday through Friday, and from 8:00am - 11:30am on Saturdays and averages approximately 200 garbage trucks unloading and 40 tractor-trailers loading each day. The peak times are 3:00am - 4:00am, 10:00am - noon, and from 3:00pm - 4:30pm. Options to accept recyclable materials for consolidation and hauling will be explored in subsequent memoranda.

### Marpan Recycling Facility

The City collects recyclables from commercial establishments, including OCC and through the County and City’s separate contracts with Waste Pro, recyclable materials are collected from residential customers. In Leon County, County staff collect recyclables from Leon County schools and delivers to Marpan. Waste Pro collects OCC from commercial sectors. All recyclables are delivered to the Marpan Recycling Facility. Marpan accepts, processes, and markets recyclables and C&D material. The County’s and City’s contracts with Marpan for C&D recycling are separate from the contracts for single stream recycling. In addition, Marpan receives and processes recyclables from Wakulla County, Gadsden County, and Tifton, GA.

Marpan’s recycling facility is located in a building that is approximately 28,000 that is part of a 2.3 acre property. Recyclable materials are deposited on a tipping floor before being loaded into the processing equipment. Sorting on the tipping floor is limited to large objects such as boxes, recycling containers, and auto body parts. Marpan’s processing equipment includes various feed belts, discharge belts, sorting belts, hoppers, cross belt magnets, a vibratory finger screen, a 2 inch minus secondary vibratory screen, one eddy current, two ballistic separators, one optical sorter, and one baler. The facility operates a single shift Monday through Friday between 6:30 am and 3:00pm and is staffed with one plant manager, one plant supervisor, two baler operators, three loader operators, and 16 sorters. While the majority of the processing is mechanical, sorters are there to improve quality while reducing waste to the compactor. The maximum capacity is 75 tons/day or 10 tons per hour based on a single shift. A relatively low residue rate is attributed to a slow processing speeds and shallow burden depth on the conveyors. In addition, residue is further processed at the adjacent C&D processing facility to capture, 1 and 2 plastics, and aluminum cans.

Marpan has developed a network of end markets primarily in the southeastern United States as reflected below in **Table 8**.

Table 8. Marpan Commodity End Markets

Commodity	End Market
OCC & Mixed Paper	Mobile, AL, Jacksonville, FL, Prattville, AL, and Austell, GA
PET (#1)	Rome, GA
HDPE (#2)	Troy, AL
Glass	College Park, GA
UBC	Russellville, KY and Morgantown, KY
Steel Cans	Chicago, IL

The original contract between Marpan and the County, dated March 12, 2014, had the same terms and conditions set forth in the City Contract (between Marpan and the City) in order to secure the lowest tipping fee for recyclable materials. Under these contracts, Marpan has the right to reject loads containing 15 percent or more rejects by volume. In such cases, the County or City has the responsibility of disposing the rejected material. The agreement also states that Marpan will cooperate with the County and City in the development and implementation of outreach programs intended to increase residential and commercial recycling participation. The original contract was amended in 2018 and again in 2019 for adjusted fees based on the changes in recycling markets and Marpan operating at a loss to process recyclable materials.”



### 3 WASTE QUANTITIES

The County, inclusive of the City, prepares and submits an annual solid waste management report to FDEP. The most recent report submitted reflects MSW disposition for 2018. In 2018, the County collected 756,802 tons of MSW. **Table 9** presents the disposition of MSW generated in the County and **Figure 1** graphically presents the data. In 2018, 40% of MSW was landfilled and 60% was recycled. The recycling value (i.e., 60%) is known as a traditional recycling rate. However, since Leon County directs waste for use as process fuel, FDEP provides a recycling credit of 2%, which results in a 62% adjusted recycling rate.

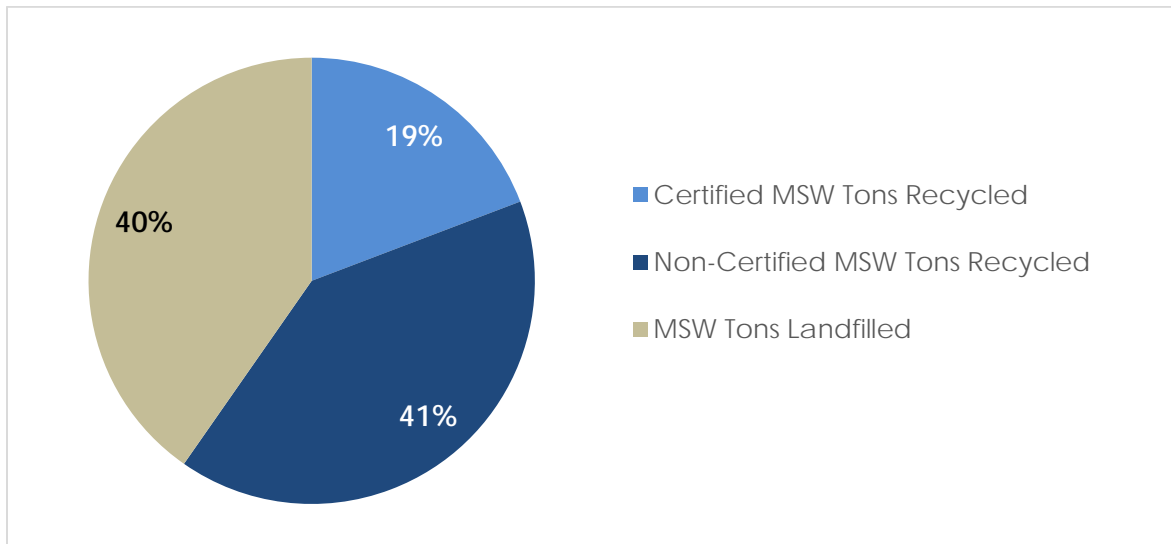
Table 9. 2018 Disposition of MSW in Leon County \*

MSW	2018 Tons	Percent of MSW Generated
<b>Recycled</b>		
Certified	145,559	19%
Non-Certified	306,339	41%
<b>Total Recycled</b>	<b>451,788</b>	<b>60%</b>
<b>Landfilled</b>	<b>305,014</b>	<b>40%</b>
<b>Generated</b>	<b>756,802</b>	<b>100%</b>

\*Includes all City of Tallahassee MSW

**Figure 1** displays a graphic representation of the information in **Table 9**.

Figure 1. 2018 Disposition of All MSW in Leon County



Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

It should be noted that FDEP defines “certified tonnage” as being processed by a Florida businesses dealing with over 600 tons per year of any recovered material (e.g., paper, glass, plastic, metals/aluminum, textiles, and/or non-tire rubber). Such businesses are required by law to apply for annual certification and report their recovered materials. This requirement is stated in [Florida](#)



MEMORANDUM  
May 26, 2020  
Page 9

[Statute 403.7046](#) and detailed in [Florida Administrative Code Rule 62-722](#). The distinction between “certified” and “non-certified” is significant as the majority of the materials, with the exception of corrugated paper, office paper, and ferrous metals, are excluded from the County’s and City’s single-stream recycling program. Further, more than 90% of the “non-certified” tonnage is C&D.

## WASTE GENERATION

Each year, various entities including the County, City, service providers, and certified and non-certified businesses report solid waste figures by county to FDEP. Based on reporting to FDEP for 2018, 756,802 tons of MSW generated in the County was either landfilled, recycled, combusted or stockpiled. This data is summarized by the state and reported to the public. This reporting establishes a baseline of data; some is specific by material type such as with recycling, and other is general such as with landfilled, combusted, and stockpiled. As recyclable materials are processed and sold as commodities, the system of relying on “certified” and “non-certified” recyclers to determine the composition of the recyclable materials is reliable. However, landfilled and combusted materials are not sorted, so there are different options to determine the composition. One approach is to conduct a waste characterization or composition study. Such a study can focus on specific waste generators (e.g., residential vs. commercial), range from anecdotal to varying levels of statistical precision, and also be designed to address seasonal variability (e.g., wet vs. dry or high tourist vs. low tourist season). Such a study was last undertaken by the County in 2011. Another approach, offered by FDEP to Counties, is a modeling tool that estimates the quantity of landfilled waste by material type in Florida Counties called the Waste Composition Calculation Model (WasteCalc). Waste composition analyses, regardless of the type, can be used in conjunction with different types waste management facilities and other operational considerations such as transportation impacts to evaluate greenhouse gas impacts for different waste management systems, which will be considered in subsequent memoranda.

The 2018 WasteCalc model utilizes data from a combination of available waste characterization studies and the US EPA waste generation composition from 2015. Both approaches based their results on the relative weight of the waste stream being measured and often contain more than 40 distinct waste categories. It should be noted that WasteCalc, by applying a statewide factor to estimate the generated waste stream values, often skews the recycling rates, and is surely the case for Leon County in 2018, as evidenced in **Table 10**, which presents the breakdown of the 756,802 tons of MSW collected by material type. For example, WasteCalc calculate a 1% recycling rate for newspaper that results from a relatively large generated tonnage value and a relatively small reported recycled tonnage. Still, for the purposes of establishing a recycling rate, this discrepancy does not affect the bottom line recycling rate.

The WasteCalc model indicates that more than half of the MSW generated in the County and City was comprised of construction and demolition (C&D) material (59.4 percent). Materials for which the legislature established a goal of recycling a "significant portion" of (Newspaper, Corrugated Paper, Office Paper, Plastic Bottles, Aluminum Cans, Steel Cans, Glass, and Yard Trash) comprise 11.7 percent of waste generated. Other Paper (7.6 percent) and Food (5.6 percent) also significantly contributed to the total annual MSW tons.

In terms of annual quantities generated in the County and City, the material types with the highest annual tons include:

1. **C&D Debris** - 441,391 tons annually
2. **Paper** (including newspaper, corrugated paper, office paper, and other paper) - 105,344 tons annually
3. **Plastic** (including Plastic Bottles and Other Plastics) - 46,324 tons annually
4. **Food** - 42,528 tons annually

Table 10. 2018 Annual Waste Tonnage Disposed, Recycled, and Generated

Material Type		Disposed Tons		Recycled Tons		Generated (Disposed + Recycled)			
						Tons		Percent of Total	
Paper	Newspaper *	5,602	76,035	41	29,309	5,643	105,344	0.7%	13.9%
	Corrugated Paper *	15,855		17,982		33,837		4.5%	
	Office Paper *	5,121		3,504		8,625		1.1%	
	Other Paper	49,457		7,782		57,239		7.6%	
Plastic	Plastic Bottles *	8,440	44,873	849	1,451	9,289	46,324	1.2%	6.1%
	Other Plastics	36,433		602		37,035		4.9%	
Metal	Aluminum Cans *	1,949	13,267	311	20,023	2,260	33,290	0.3%	4.4%
	Steel Cans *	3,316		426		3,742		0.5%	
	Ferrous Metals	4,460		14,783		19,243		2.5%	
	White Goods	1,974		2,812		4,786		0.6%	
	Non Ferrous Metal	1,568		1,691		3,259		0.4%	
Glass *		8,978		4,344		13,322		1.8%	
Textiles		10,073		2,010		12,083		1.6%	
Food		40,996		1,632		42,628		5.6%	
Yard Trash *		11,523		0		11,523		1.5%	
Tires		947		2,039		2,986		0.4%	
C&D Debris		74,138		375,253		449,391		59.4%	
Miscellaneous		38,647		1,264		39,911		5.3%	
Process Fuels **		0		14,463				0.0%	
<b>Total</b>		<b>319,477</b>		<b>451,788</b>		<b>756,802</b>		<b>100.0%</b>	

\* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight materials.

\*\* Process fuel (yard, wood and paper waste used in process boilers) should not be included in total county tons collected, as they are accounted for in other material categories. They should be counted in total county tons recycled.

Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

## MUNICIPAL SOLID WASTE RECYCLED

Recyclable materials accepted through the County and City’s single-stream recycling program include Newspaper, Corrugated Paper, Office Paper, Other Paper, Plastic Bottles, Other Plastics, Aluminum Cans, Steel Cans, and Glass. Materials recycled through an FDEP certified dealer are categorized as “Certified.” Total recycled materials for 2018, presented in **Table 11**, include both certified and non-certified tons.

Table 11. 2018 Annual Quantities of Recycled Materials

Material Type		Certified Tons	Non-Certified Tons	Total Recycling Tons
Paper	Newspaper *	41	0	41
	Corrugated Paper *	14,406	3,576	17,982
	Office Paper *	2,386	1,118	3,504
	Other Paper	7,782	0	7,782
Plastic	Plastic Bottles *	843	6	849
	Other Plastics	541	61	602
Metal	Aluminum Cans *	310	1	311
	Steel Cans *	426	0	426
	Ferrous Metals	14,766	17	14,783
	White Goods	0	2,812	2,812
	Non Ferrous Metal	1,691	0	1,691
Glass *		4,344	0	4,344
Textiles		2,010	0	2,010
Food		0	1,632	1,632
Yard Trash *		0	0	0
Tires		0	2,039	2,039
C&D Debris		95,903	279,350	375,253
Miscellaneous		0	1,264	1,264
Process Fuels **		0	14,463	14,463
<b>Total</b>		<b>145,449</b>	<b>306,339</b>	<b>451,788</b>

\* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight materials.

\*\* Process fuel includes waste materials (yard, wood and paper waste) used in process boilers.

Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

MEMORANDUM  
May 26, 2020  
Page 12

The material types with the highest annual tons recycled include:

1. **C&D Debris** – 375,253 tons recycled annually
2. **Paper** (including Newspaper, Corrugated Paper, Office Paper, and Other Paper) – 29,309 tons recycled annually
3. **Metal** (including Aluminum Cans, Steel Cans, Ferrous Metals, White Goods, and Non Ferrous Metals) – 20,023 tons recycled annually
4. **Glass** – 4,344 tons recycled annually

## Recycling Achievement

The County and City recycle 60% (unadjusted) and 62% (adjusted) of their overall waste stream, which compares favorably with the statewide recycling average in 2018 of 40%. Also notable in the 2018 FDEP Report is the recycling rate by single-family, multi-family, and commercial sectors which are 32%, 43%, and 67% respectively. This highlights an opportunity to focus on increasing single-family recycling.

In terms of recycling values applicable to the County, most materials have significantly lower recycling rates with the exception of C&D Debris and Corrugated Paper due to the peculiarities of WasteCalc. Recycling rates by material type are presented in **Table 12**.

Table 12. 2018 Estimated Recycling Rates by Material Type

Material Type		Generated Tons		Recycled Tons		Percent Recycled	
Paper	Newspaper *	5,643	105,344	41	29,309	1%	28%
	Corrugated Paper *	33,837		17,982		53%	
	Office Paper *	8,625		3,504		41%	
	Other Paper	57,239		7,782		14%	
Plastic	Plastic Bottles *	9,289	46,324	849	1,451	9%	3%
	Other Plastics	37,035		602		2%	
Metal	Aluminum Cans *	2,260	33,290	311	20,023	14%	60%
	Steel Cans *	3,742		426		11%	
	Ferrous Metals	19,243		14,783		77%	
	White Goods	4,786		2,812		59%	
	Non Ferrous Metal	3,259		1,691		52%	
Glass *		13,322		4,344		33%	
Textiles		12,083		2,010		17%	
Food		42,628		1,632		4%	
Yard Trash *		11,523		0		0%	
Tires		2,986		2,039		68%	
C&D Debris		449,391		375,253		84%	
Miscellaneous		39,911		1,264		3%	
Process Fuels **		0		14,463		0%	
Renewable Energy Credit						2%	
<b>Total</b>		<b>756,802</b>		<b>451,788</b>		<b>62%</b>	

\* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight

\*\* Process fuel includes waste materials (yard, wood and paper waste) used in process boilers.

Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

The recycling rates for which the Florida legislature established a goal of recycling a "significant portion" are as follows:

- **Newspaper** – One percent of generated newspaper is recycled
- **Corrugated Paper** – 53 percent of generated corrugated paper is recycled
- **Office Paper** - 41 percent of generated office paper is recycled
- **Plastic Bottles** – Nine percent of plastic bottles generated are recycled

MEMORANDUM  
May 26, 2020  
Page 14

- **Aluminum Cans** – 14 percent of aluminum cans generated are recycled
- **Steel Cans** – 11 percent of steel cans generated are recycled
- **Glass** – 33 percent of generated glass is recycled
- **Yard Trash** – Although yard waste is not accounted for in FDEP’s 2018 Solid Waste Management Annual Report, it is included as Process Fuel in the total quantity recycled.

## Yard Trash

Currently, Yard Trash from unincorporated County areas and the City is taken to the Leon County Solid Waste facility to be mulched. The City also delivers a portion of its yard trash to the County’s Transfer Station. The majority of the mulch is sent to Albany Green Energy in Albany, GA, a biomass-fueled cogeneration facility. The remaining portion is sent to Telogia Power for boiler fuel or given back to residents

## Contamination

Currently, one of the largest challenges to recycling is contamination. Loads are considered contaminated when they contain non-recyclable items including plastic film and bags and food and liquid-soiled materials. The contamination issue is two-fold. First, single-stream recycling resulted from an effort to make curbside recycling simple by placing all recyclable materials into a single container and reduce collection costs. While this did make recycling simpler to the customer and reduce collection costs through the use of semi- or fully automated collection vehicles, it also has resulted in an increase in contamination. This burden is placed on the recycling facility, which has resulted in increased operational costs. Second, the global recycling market has been adversely impacted starting in January 2018 when China implemented their Operational National Sword policy. This policy has banned many scrap materials and implemented strict contamination rates of 0.5 percent. Initially other global markets with processing capacity, including India and Malaysia, represented a viable option. However, they are similar to China, no longer willing to accept contaminated materials.

Recycling education, outreach, and enforcement is a critically important aspect to minimize non-recyclable materials sent for processing. This activity is challenged by the transient nature of the County and City. This is exacerbated by the complexity of products and packaging materials as well as public perception on what materials can be recycled. Opportunities to address contamination will be explored in subsequent memoranda.

## C&D Debris Recycling

C&D Debris has the highest recycling rate of all materials generated in the City and County at 84%. According to the ‘Florida and the 2020 75% Recycling Goal: 2019 Status Report’, Marpan Recycling operates as the main C&D recycling facility in the County. In addition, some C&D Debris is taken to smaller recycling facilities, such as Crowder and Solomon.

## County-Wide Recycling Rate by Sector

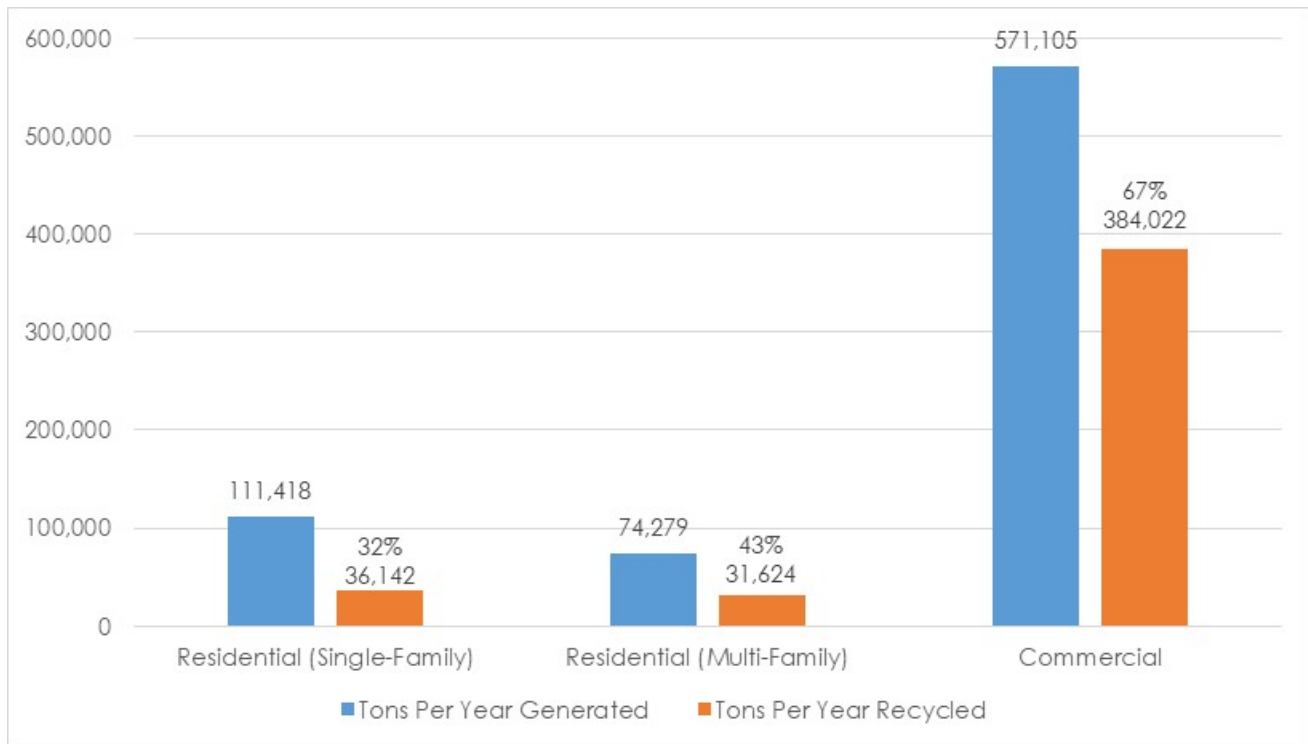
MSW generation rates were also analyzed by the three waste generation sectors, which include single-family residential, multi-family residential, and commercial. As presented in **Table 13**, the

commercial sector accounts for the largest amount of waste generated, collecting 571,105 tons of MSW in 2018. The commercial sector also accounts for the most recycled tons. It should be noted that C&D Debris is accounted for in this category and by nature is dense and heavy. **Figure 2** graphically presents the total tons generated versus the total tons recycled by sector as well as the percent of total tons recycled by sector.

Table 13. 2018 Annual Generated and Recycled Tons by Sector

Residential (Single-Family)		Residential (Multi-Family)		Commercial	
Generated Tons	Recycled tons	Generated Tons	Recycled tons	Generated Tons	Recycled tons
111,418	36,142	74,279	31,624	571,105	384,022

Figure 2. 2018 Annual Generated and Recycled Tons by Sector

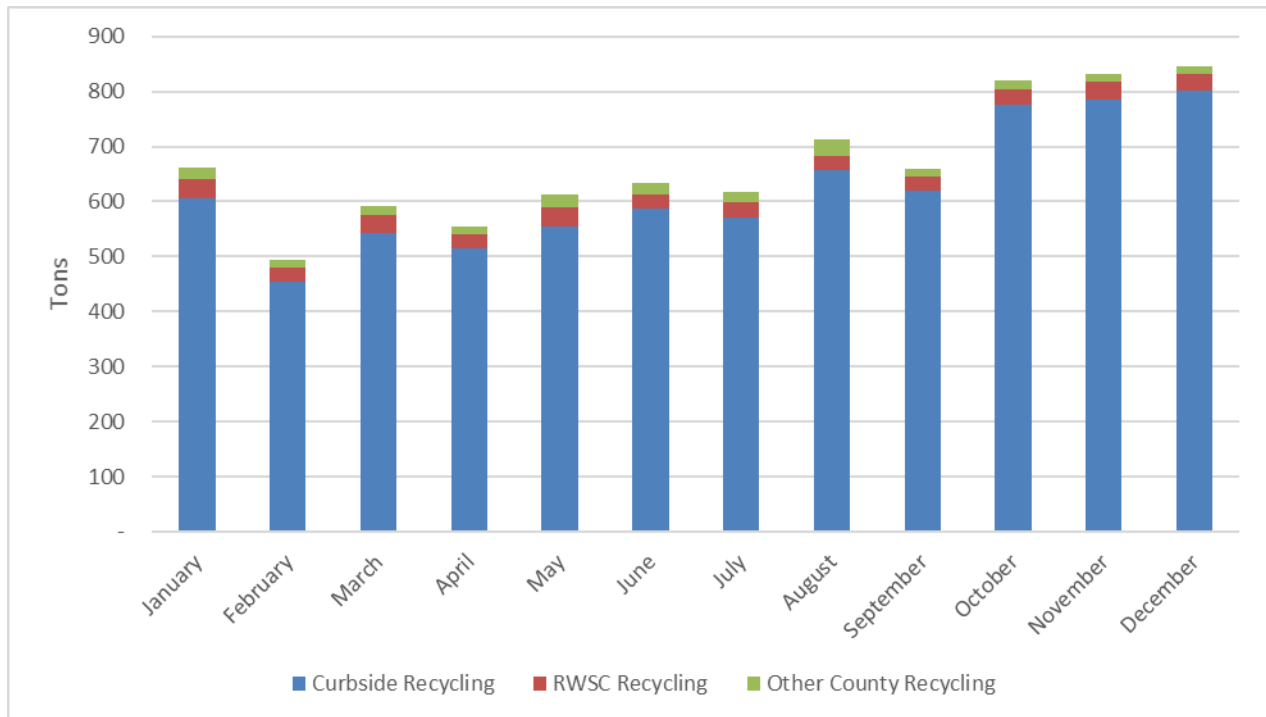


The County-wide recycling values reflected in the 2018 FDEP Report reflects estimated tonnage both under the County's and City's direct control through their collection agreements as well as all other recycling within the County not under direct control (e.g., scrap yards, self-haul, etc.). Still, it is important to establish this distinction as it will inform options for the future of their respective recycling programs, which will be addressed in subsequent memoranda. It should also be noted that Waste Pro and Marpan do not differentiate multi-family and commercial tonnage, so the values reported by FDEP are inherently imprecise.

## County Controlled Recycling

The County had direct control over 8,037 tons of recyclable materials in 2018 via its franchise curbside collection program, RWSCs and other County recycling events. The monthly average was 670 tons and fluctuated between approximately 500 and 850 tons per month, peaking during the Fall as presented below in Figure 3.

Figure 3. County Controlled Recyclables (2018)

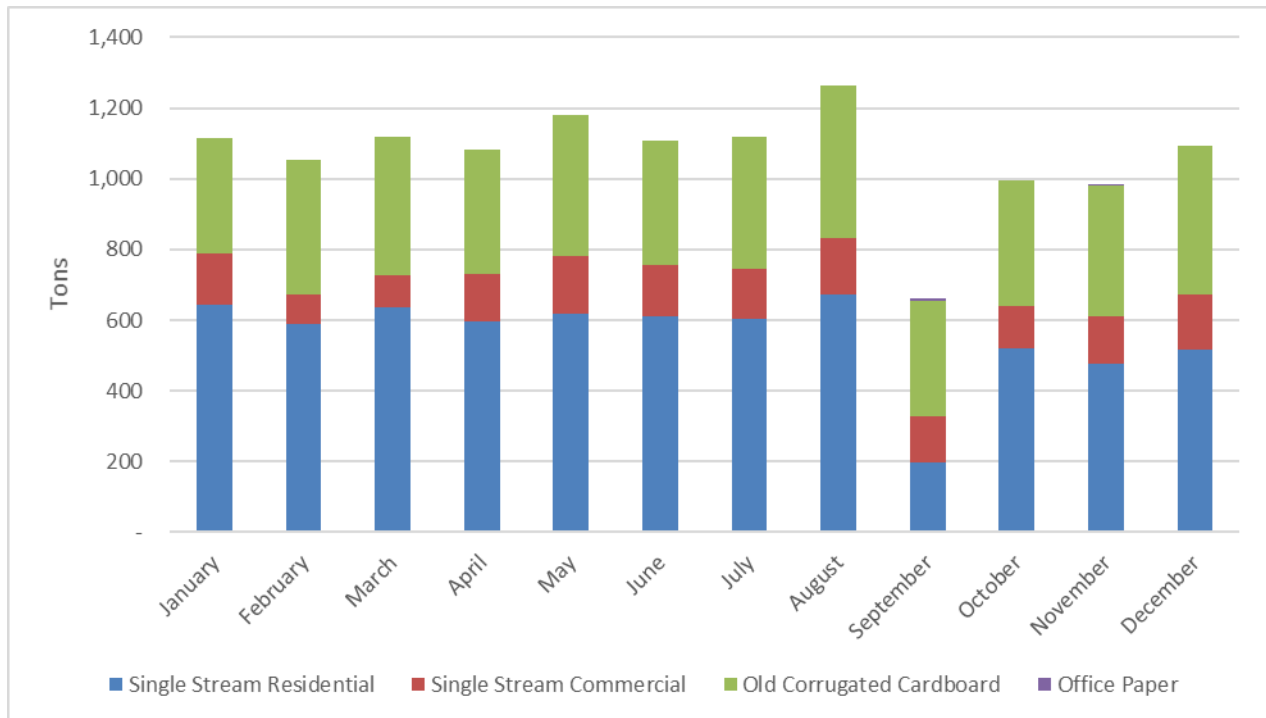


## City Controlled Recycling

The City has direct control over 12,776 tons of recyclable materials in 2018 via its contracted residential curbside and paper collection program. The monthly average was 1,065 tons and fluctuated between approximately 661 and 1,265 tons per month as presented below in Figure 4.



Figure 4. City Controlled Recyclables (2018)



## 4 INVENTORY OF REGIONAL FACILITIES

FDEP, the Alabama Department of Environmental Management, and the Georgia Environmental Protection Division maintain a database of permitted solid waste management facilities. SCS evaluated and screened the data from these sources to identify active solid waste facilities within 100 to 200 miles of the County center. This evaluation will be used in subsequent memoranda to expand options and opportunities for facilities that can accept County and City generated materials. Waste facility types include C&D sorting and disposal facilities, Class I and Class III landfills, material recovery facilities, transfer stations, and waste to energy facilities. Information pertinent to each facility is presented in figures and tables in **Attachment A**. Tables include facility details including such as distance to County center, facility name, ownership (private, county, or municipal), and location address.

### C&D DISPOSAL

C&D sorting and disposal facilities, presented in **Attachment A, Table 1** and **Figure 1**, account for 42 facilities within a 200 mile radius. Three facilities are located within the County boundaries. Other C&D facilities are located more than 50 miles from the County center.

### LANDFILLS

Class I landfills accept solid waste that is not hazardous or prohibited from disposal in a lined landfill. The radial search distance for Class I landfills was reduced to 100 miles because the currently used landfill (Springhill Landfill) is within this range. There were twelve facilities within 100

MEMORANDUM  
May 26, 2020  
Page 18

miles; three facilities, with the exception of the Leon County Solid Waste Management facility, were within 50 miles, and the remaining landfills were within the between 50 and 100 miles from the County center. Class I landfills are presented in **Attachment A, Table 2 and Figure 2**.

Class III landfills typically receive yard trash, C&D debris, and other materials approved by the Department which are not expected to produce leachate. As with Class I landfills, the radial search distance was reduced to 100 miles. Six facilities are located within 25 to 100 miles from the City center. Class III landfills are presented in **Attachment A, Table 3 and Figure 3**.

## **MATERIAL RECOVERY FACILITIES (MRF)**

MRF facilities provide management for recyclable materials. There are 89 MRFs located within 200 miles of the County center. Of those facilities, the majority (72 facilities) are located between 100 and 200 miles of the County center. Notably, the only single-stream MRF within 100 miles of the County center is Marpan MRF, which is currently utilized by the County and City. MRFs are presented in **Attachment A, Table 4 and Figure 4**.

Three C&D MRFs are located within 100 to 200 miles of the County center. **See Attachment A, Table 5 and Figure 5**. Five Class I and III MRF facilities are located appeared within 200 miles of the County center. See **Attachment A, Table 6 and Figure 6**.

## **TRANSFER STATIONS**

Transfer stations are facilities used to aggregate waste into larger transfer trailers for more efficient transportation to a disposal facility. Three facilities, excluding the Leon County Transfer Station, are located within 50 miles of the County center and are presented in **Attachment A, Table 7 and Figure 7**. Notably, there are no transfer stations currently configured to aggregate recyclables.

## **WASTE-TO-ENERGY**

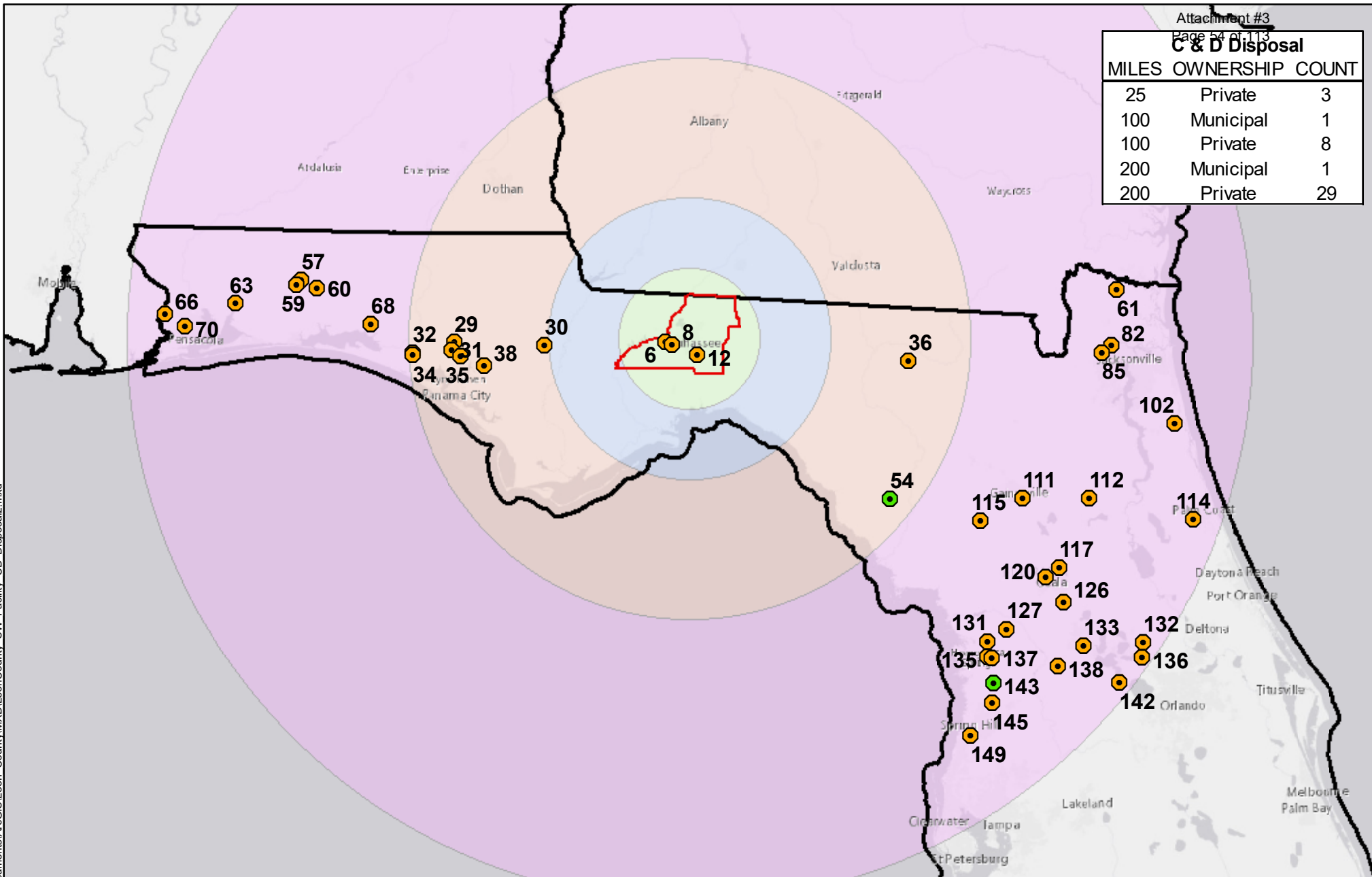
Waste-to-energy facilities combust waste to produce electricity. One waste-to-energy facility is located between 50 and 100 miles from the County center, and two facilities are between 100 and 200 miles from the County center. Waste-to-energy facilities are presented in **Attachment A, Table 8 and Figure 8**.

**ATTACHMENT A**  
**INVENTORY OF REGIONAL FACILITIES**

Table 1. C & D Disposal Inventory of Solid Waste Facilities - Leon County										
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE		
6	25	SOLOMON C&D LANDFILL, L.L.C.	Private	STATE HWY 20 3.5 MI W OF TALL	Tallahassee	Leon	FL	32310		
8	25	CROWDER RECYCLING AENON CHURCH	Private	AENON CHURCH RD	Tallahassee	Leon	FL	32304		
12	25	CROWDER RECYCLING TRAM	Private	0.15 MILES EAST OF CAPITAL CIRCLE SE ON THE SOUTH	Tallahassee	Leon	FL	32311		
29	100	STATE ROUTE 20 C&D DEBRIS DISPOSAL FACILITY	Private	1MI E SR77 ON SR20	Panama City	Bay	FL	32409		
30	100	BLOUNTSTOWN C&D DISPOSAL FACILITY	Private	15888 SILAS GREEN ROAD	Blountstown	Calhoun	FL	32424		
31	100	SOUTHPORT C&D DISPOSAL FACILITY	Private	230 HATCHER ROAD	Lynn Haven	Bay	FL	32444		
32	100	PANAMA CITY BEACH C&D DISPOSAL FACILITY	Private	N. END OF SUNBELT DR., 1 MILE N. OF STEELFIELD RD.	Panama City Beach	Bay	FL	32413		
34	100	WEST BAY C&D DISPOSAL FACILITY	Private	OFF STEELFIELD ROAD	Panama City Beach	Bay	FL	32413		
35	100	LYNN HAVEN C&D DISPOSAL FACILITY	Private	SR 388 (1.8 MILES EAST OF HIGHWAY 77 INTERSECTION	Panama City	Bay	FL	32405		
36	100	ALL SOUTH C&DD DISPOSAL FACILITY	Private	10733 68TH PATH	Live Oak	Suwannee	FL	32060		
38	100	TRASH ROLLOFF OF BAY COUNTY INC. PIT	Private	9206 CAMPFLOWERS ROAD	Youngstown	Bay	FL	32466		
54	100	DIXIE COUNTY SOLID WASTE MANAGEMENT FACILITY	County	652 NORTHEAST 299 STREET	Cross City	Dixie	FL	32628		
57	200	ARENA LANDFILL AND SAND CO.	Private	5105 ARENA ROAD	Crestview	Okaloosa	FL	32536		
59	200	CRESTVIEW LANDFILL, LLC	Private	2151 POINT CENTER ROAD	Crestview	Okaloosa	FL	32536		
60	200	CRESTVIEW C&D DISPOSAL FACILITY	Private	LITTLE SILVER ROAD	Crestview	Okaloosa	FL	32539		
61	200	SAND HILL RECYCLING, LLC	Private	153326 CR 108	Yulee	Nassau	FL	32097		
63	200	PERSIMMON HOLLOW C&D PIT	Private	4751 PERSIMMON HOLLOW ROAD	Milton	Santa Rosa	FL	32583		
66	200	D. H. GRIFFIN WRECKING CO. C&D	Private	TOWER RIDGE RD.	Pensacola	Escambia	FL	32526		
68	200	FREEPORT C&D DISPOSAL FACILITY	Private	N. SIDE OF HWY. 20-W.OF FREEPT	Freeport	Walton	FL	32439		
70	200	LONGLEAF C&D DISPOSAL FACILITY	Private	2023 LONGLEAF DRIVE	Pensacola	Escambia	FL	32501		
82	200	OLD KINGS ROAD LLC	Private	8540 OLD KINGS ROAD	Jacksonville	Duval	FL	32219		
85	200	JONES ROAD LANDFILL & RECYCLING, LTD	Private	3400 JONES RD	Jacksonville	Duval	FL	32220		
102	200	NINE MILE ROAD C&DD DISPOSAL FACILITY	Private	445 A REPUBLIC DRIVE	Saint Augustine	St. Johns	FL	32095		
111	200	FLORENCE C&D FACILITY	Private	3003 S E 15TH ST	Gainesville	Alachua	FL	32641		
112	200	INTERLACHEN C&DD DISPOSAL FACILITY	Private	112 BANGKOK STREET	Interlachen	Putnam	FL	32148		
114	200	FLAGLER CDS, INCORPORATED C&D DEBRIS FACILITY	Private	2190 COUNTY RD 13	Bunnell	Flagler	FL	32110		
115	200	WATSON C&D DEBRIS DISPOSAL FACILITY	Private	HWY 24 1.5 MILES SW ARCHER	Archer	Alachua	FL	32618		
117	200	CYPRESS ACRES LANDFILL	Private	7424 NE 33RD COURT	Ocala	Marion	FL	34479		
120	200	FRIENDS RECYCLING FORMERLY OCALA RECYCLING	Private	2350 NW 27TH AVE.	Ocala	Marion	FL	34475		
126	200	SOUTHSIDE MATERIALS RECYCLING	Private	4980 SE 92ND PLACE	Ocala	Marion	FL	34480		
127	200	SAND/LAND OF FLORIDA ENTERPRISES, INC.	Private	5920 N FLORIDA AVE	Hernando	Citrus	FL	34442		
131	200	CITRUS SAND & DEBRIS I	Private	1590 N QUARTERBACK TERRACE	Crystal River	Citrus	FL	34429		
132	200	PROFESSIONAL DIRT SERVICES C&D FACILITY	Private	OLD POST OFFICE LANE	Eustis	Lake	FL	32736		
133	200	C.R. 466A C&D FACILITY	Private	8979 COUNTY ROAD 466A	Wildwood	Sumter	FL	34785		
135	200	RIP, INC C&D DISPOSAL FACILITY	Private	5355 W. GROVER CLEVELAND BLVD.	Homosassa	Citrus	FL	34446		
136	200	MID FLORIDA MATERIALS - MT. DORA RECYCLE AND DISPOSAL FAC	Private	3300 S.R. 46	Mount Dora	Lake	FL	32757		
137	200	CITRUS SAND & DEBRIS II	Private	3890 W GROVER CLEVELAND BLVD	Homosassa	Citrus	FL	34446		
138	200	SUMTER RECYCLING & SOLID WASTE DISPOSAL INC	Private	420 COUNTY ROAD 489B	Lake Panasoffkee	Sumter	FL	33538		
142	200	LAKE ENVIRONMENTAL RESOURCES, LLC	Private	21501 COUNTY ROAD 455	Clermont	Lake	FL	34715		
143	200	HERNANDO COUNTY NORTHWEST LF	County	14450 LANDFILL RD	Brooksville	Hernando	FL	34614		
145	200	SUNSHINE GROVE RD PHASE I (C & D)	Private	SUNSHINE GROVE RD	Brooksville	Hernando	FL	34613		
149	200	COASTAL LANDFILL DISPOSAL INC (C & D)	Private	11416 HOUSTON AVENUE	Hudson	Pasco	FL	34667		

### C & D Disposal

MILES	OWNERSHIP	COUNT
25	Private	3
100	Municipal	1
100	Private	8
200	Municipal	1
200	Private	29



#### Legend

C & D DISPOSAL		Distance
	Municipal	25 Miles
	Private	50 Miles
	Leon County	100 Miles
		200 Miles

**FIGURE 1**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**C AND D DISPOSAL FACILITIES**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

Tampa, FL

April 2020

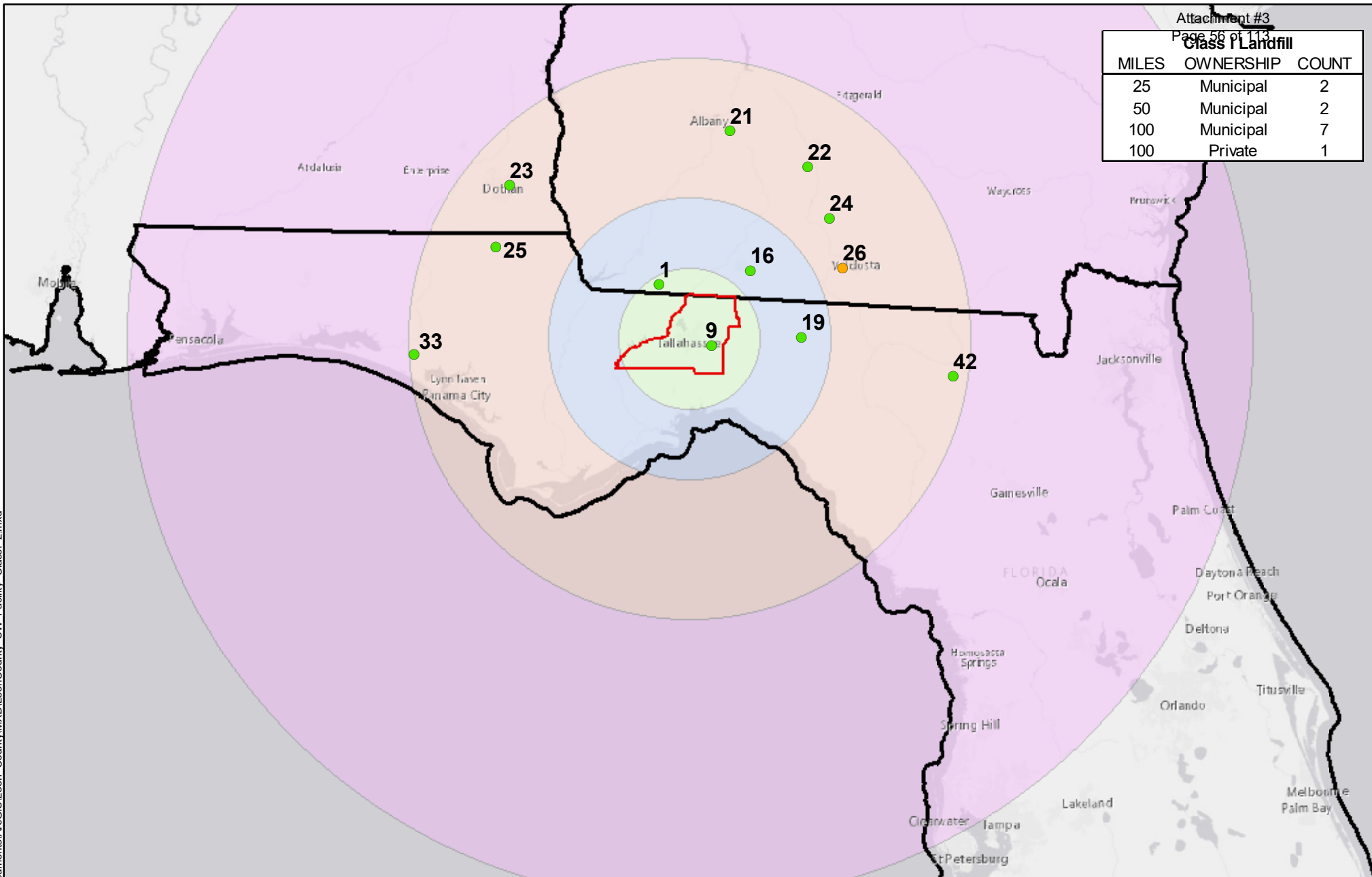
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 Miles



Table 2. Class I Landfills								
Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
1	25	Decatur Co - US Hwy 27 Municipal Solid Waste Landfill	County	u.s. highway 27	attapulgas	Decatur	GA	39815
9	25	LEON COUNTY SOLID WASTE MANAGEMENT FACILITY	County	7550 APALACHEE PARKWAY	Tallahassee	Leon	FL	32311
16	50	Thomasville/Sunset Dr Phases IV & V MSWL	Municipal	88 landfill road	thomasville	Thomas	GA	31757
19	50	AUCILLA AREA SW FACILITY CL I & III	County	1313 SW GREENVILLE HILLS ROAD	Greenville	Madison	FL	32331
21	100	Dougherty Co-Fleming/Gaissert Rd (SL)	County	900 gaisser road	albany	Dougherty	GA	31705
22	100	Tifton-Omega/Eldorado Rd PH 3 (SL)	Municipal	omega + eldorado rd 7 mi ne	omega	Tift	GA	31775
23	100	CITY OF DOTHAN SANITARY LANDFILL	Municipal	1290 BURKETT RD	DOTHAN	HOUSTON	AL	36303
24	100	Cook Co. - Taylor Rd, Site 2 (MSWL)	County	taylor road	adel	Cook	GA	31620
25	100	SPRINGHILL REGIONAL LANDFILL	County	4945 HIGHWAY 273	Campbellton	Jackson	FL	32426
26	100	Advanced Disposal Services Evergreen Landfill, Inc	Private	2995 wetherington lane	valdosta	Lowndes	GA	31601
33	100	STEELFIELD ROAD LANDFILL	County	11411 LANDFILL ROAD	Panama City Beach	Bay	FL	32413
42	100	WINFIELD WASTE MANAGEMENT FACILITY	County	1347 NW OOSTERHOUDT LANE	Lake City	Columbia	FL	32055

**Class I Landfill**

MILES	OWNERSHIP	COUNT
25	Municipal	2
50	Municipal	2
100	Municipal	7
100	Private	1



**Legend**

CLASS I LANDFILLS		Distance
<span style="color: green;">●</span>	Municipal	<span style="background-color: #d9ead3;"> </span> 25 Miles
<span style="color: orange;">●</span>	Private	<span style="background-color: #d9e1f2;"> </span> 50 Miles
<span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px;"></span>	Leon County	<span style="background-color: #fce4d6;"> </span> 100 Miles
		<span style="background-color: #ead1dc;"> </span> 200 Miles

**FIGURE 2**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**CLASS I LANDFILLS**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

Tampa, FL

April 2020

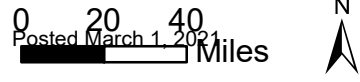


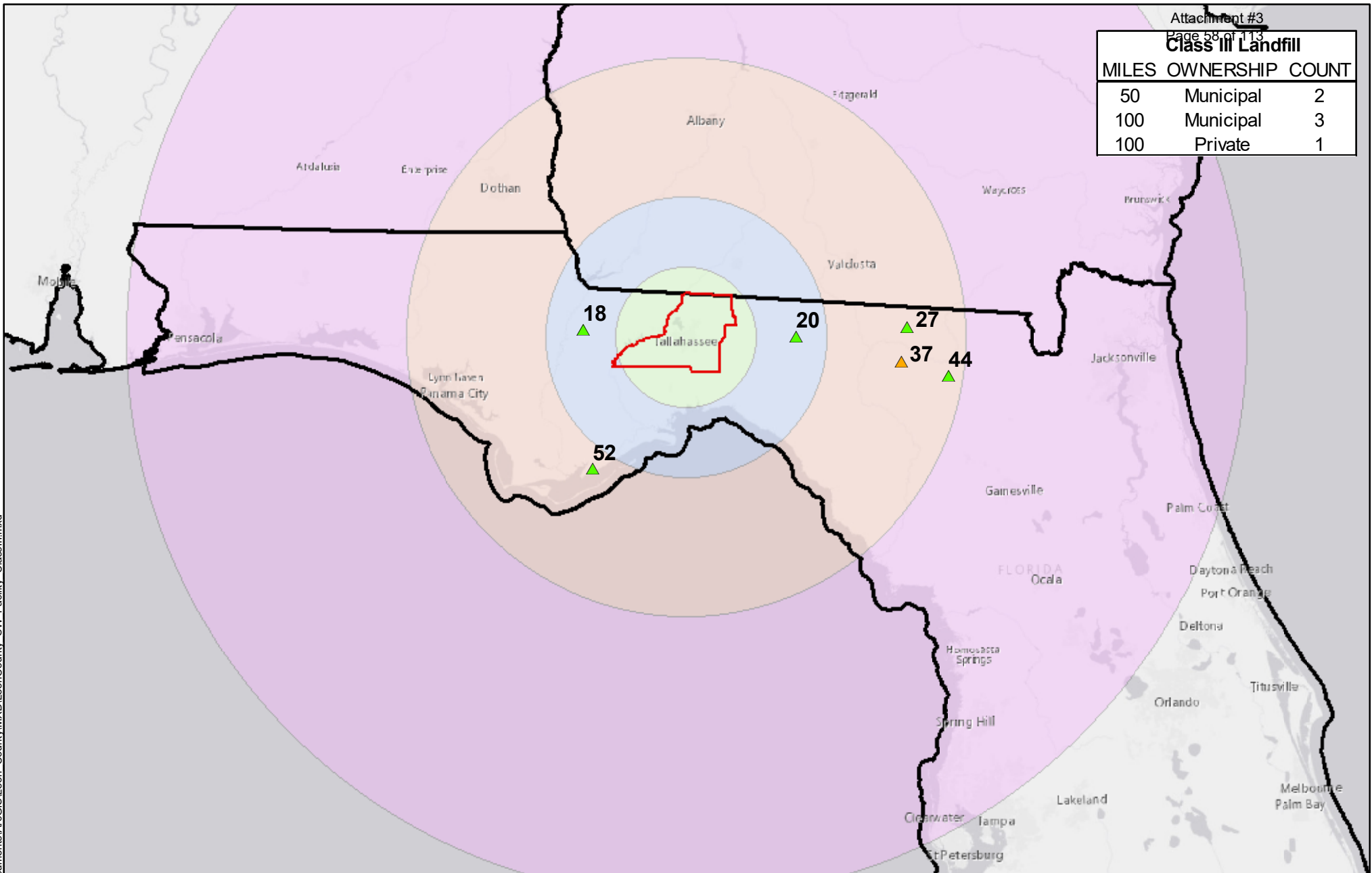
Table 3. Class III Landfills								
Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
18	50	LIBERTY COUNTY LANDFILL - CLASS III - CLOSED CLASS II	County	COUNTY ROAD 271	Bristol	Liberty	FL	32321
20	50	AUCILLA AREA SW FACILITY CL I & III	County	1313 SW GREENVILLE HILLS ROAD	Greenville	Madison	FL	32331
27	100	HAMILTON COUNTY WASTE MGMT FACILITY	County	4652 SW 107TH AVENUE	Jasper	Hamilton	FL	32052
37	100	SUWANNEE LANDFILL, LLC	Private	CNTY RD 795	Live Oak	Suwannee	FL	32060
44	100	WINFIELD WASTE MANAGEMENT FACILITY	County	1347 NW OOSTERHOUDT LANE	Lake City	Columbia	FL	32055
52	100	FRANKLIN COUNTY CENTRAL LANDFILL	County	SR65, 1.2MI N OF US HWY 98	Eastpoint	Franklin	FL	32328



**Class III Landfill**

**MILES OWNERSHIP COUNT**

50	Municipal	2
100	Municipal	3
100	Private	1



**Legend**

**CLASS III LANDFILLS Distance**

- ▲ Municipal
- ▲ Private
- Leon County
- 25 Miles
- 50 Miles
- 100 Miles
- 200 Miles

**FIGURE 3**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**CLASS III LANDFILLS**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

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April 2020

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 Posted March 1, 2021  
 Miles



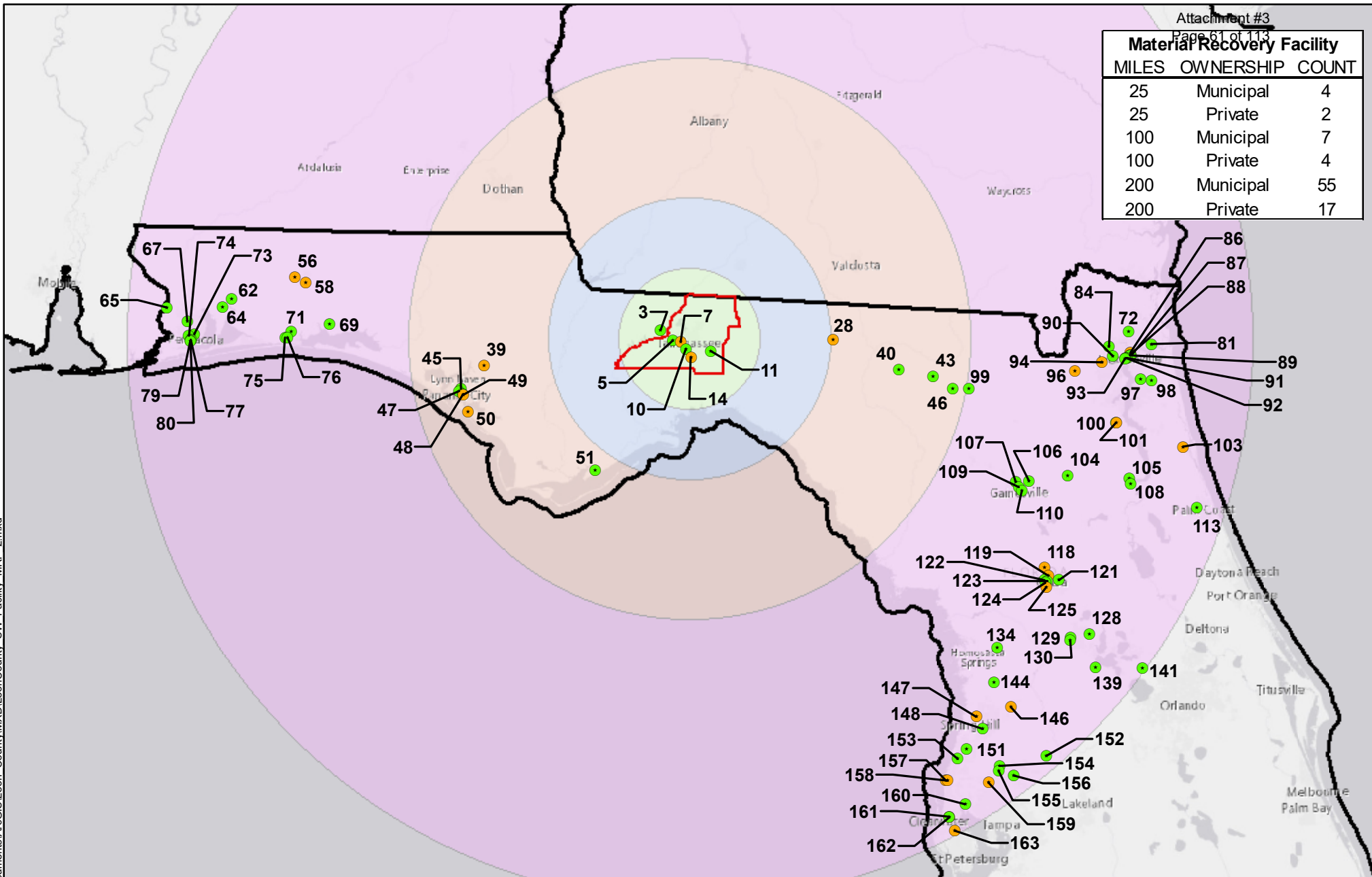
**Table 4. Material Recovery Facility  
Inventory of Solid Waste Facilities - Leon County**

OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
3	25	ACE SALVAGE	County	31556 BLUE STAR HIGHWAY	Midway	Gadsden	FL	32343
5	25	LEON IRON AND METAL-TALLAHASSEE	County	1351 AENON CHURCH ROAD	Tallahassee	Leon	FL	32304
7	25	GOODWILL INDUSTRIES - BIG BEND, INC. - TALLAHASSEE	Private	300 MABRY STREET	Tallahassee	Leon	FL	32304
10	25	THE NEWARK GROUP	County	3201 SPRINGHILL ROAD	Tallahassee	Leon	FL	32305
11	25	RECYCLING CENTER INC	County	700 HOUSTON AVENUE NORTHWEST	Live Oak	Suwannee	FL	32064
14	25	MARPAN SUPPLY COMPANY INC	Private	222 E. PERSHING STREET	Tallahassee	Leon	FL	32301
28	100	CROSBY PROPERTY	Private	1591 SW SR 14	Madison	Madison	FL	32341
39	100	TRASH ROLLOFF OF BAY COUNTY INC. PIT	Private	9206 CAMPFLOWERS ROAD	Youngstown	Bay	FL	32466
40	100	THE ARC NORTH FLORIDA, INC RECYCLING	County	2014 8TH STREET SOUTHWEST	Live Oak	Suwannee	FL	32064
43	100	RECYCLING CENTER INC - LAKE CITY	County	2992 NORTHEAST WASHINGTON STREET	Lake City	Columbia	FL	32055
45	100	LEWIS METALS	County	2312 INDUSTRIAL DRIVE	Panama City	Bay	FL	32405
46	100	RECYCLING CENTER INC - PERRY	County	1617 SOUTH BYRON BUTLER PARKWAY	Perry	Taylor	FL	32348
47	100	NAMCO METALS, INC.PC	County	1023 E 15TH STREET	Panama City	Bay	FL	32405
48	100	REDCO RECYCLING, LLC	County	2915 EAST 6TH COURT	Panama City	Bay	FL	32401
49	100	GOODWILL INDUSTRIES - BIG BEND, INC. - SPRINGFIELD	Private	3135 U.S. 98 BUSINESS	Panama City	Bay	FL	32401
50	100	TYNDALL AIR FORCE BASE RECYCLING CENTER-PANAMA CITY	Private	233 FLORIDA AVENUE BUILDING 6035	Tyndall Afb	Bay	FL	32403
51	100	FRANKLIN COUNTY CENTRAL LANDFILL	County	SR65, 1.2MI N OF US HWY 98	Eastpoint	Franklin	FL	32328
56	200	SOUTHERN RECYCLING, LLC-BAKER	Private	5155 ELLIS ROAD	Baker	Okaloosa	FL	32531
58	200	GOODWILL INDUSTRIES - BIG BEND, INC. - VALPARAISO	Private	3935 SOUTH FERDON BOULEVARD	Crestview	Okaloosa	FL	32536
62	200	G.S.I. RECYCLING, INC. / MILTON IRON & METAL CO.,INC.	County	4700 SAINT JOSEPH STREET	Milton	Santa Rosa	FL	32583
64	200	SHRED-IT PENSACOLA	County	6309 DA LISA ROAD	Milton	Santa Rosa	FL	32583
65	200	EMERALD COAST UTILITIES AUTHORITY	County	13009 BEULAH ROAD SUITE A	Cantonment	Escambia	FL	32533
67	200	WISE RECYCLING I LLC	County	605 WEST HOPE DRIVE	Pensacola	Escambia	FL	32534
69	200	TMR - BALDWIN	County	16770 REBAR ROAD	Jacksonville	Duval	FL	32234
71	200	METAL RECYCLING, INC.	County	1793 F.I.M. BLVD	Fort Walton Beach	Okaloosa	FL	32547
72	200	SHRED-IT - JACKSONVILLE	County	1420 VANTAGE WAY, SUITE 112	Jacksonville	Duval	FL	32218
73	200	REPUBLIC SERVICES PENSACOLA RECYCLERY	County	3015 N PALAFOX STREET	Pensacola	Escambia	FL	32501
74	200	G.S.I. RECYCLING, INC.	County	1831 HOLLYWOOD AVENUE	Pensacola	Escambia	FL	32505
75	200	USAF HURLBURT FIELD RECYCLING CENTER - HURLBURT FIELD	County	202 WALKUP WAY	Hurlburt Field	Okaloosa	FL	32544
76	200	WMIF OKALOOSA COUNTY TS	County	630 TRANSIT WAY	Fort Walton Beach	Okaloosa	FL	32548
77	200	SOUTHERN SCRAP COMPANY, INC.	County	2911 NORTH PALAFOX STREET	Pensacola	Escambia	FL	32501
79	200	ARMSTRONG WORLD INDUSTRIES, INC.	County	300 MYRICK STREET	Pensacola	Escambia	FL	32505
80	200	SOUTHERN RECYCLING, LLC-1000 S MYRICK PENSACOLA	County	1000 S MYRICK STREET	Pensacola	Escambia	FL	32505
81	200	US MARINE CORPS SUPPORT FACILITY BLOUNT ISLAND	County	5880 CHANNEL VIEW DRIVE	Jacksonville	Duval	FL	32226
84	200	REPUBLIC SERVICES RECYCLING CENTER (IMESON)	County	7000 IMESON ROAD	Jacksonville	Duval	FL	32219
86	200	GEL CORPORATION	Private	4031 N. LIBERTY STREET	Jacksonville	Duval	FL	32206
87	200	BERMAN BROS. INC.	County	2500 EVERGREEN AVE	Jacksonville	Duval	FL	32206
88	200	REPUBLIC SERVICES OF FLORIDA	County	2127 HUBBARD STREET	Jacksonville	Duval	FL	32206
89	200	REPUBLIC SERVICES/SOUTHLAND RECYCLING--JACKSONVILLE	County	2120 NORTH MARKET STREET	Jacksonville	Duval	FL	32206
90	200	CMC RECYCLING - JACKSONVILLE	County	2038 LANE AVENUE NORTH	Jacksonville	Duval	FL	32254
91	200	USPS - JACKSONVILLE	County	1100 KINGS ROAD	Jacksonville	Duval	FL	32203
92	200	TMR - JACKSONVILLE	County	1352 WEST BEAVER STREET	Jacksonville	Duval	FL	32209
93	200	WESTROCK-JACKSONVILLE NORTH	County	1580 WEST BEAVER STREET	Jacksonville	Duval	FL	32209
94	200	PUBLIX SUPER MARKETS JACKSONVILLE DIVISION	Private	9786 WEST BEAVER STREET	Jacksonville	Duval	FL	32220
96	200	GERDAU AMERISTEEL US INC.	Private	16770 REBAR ROAD	Baldwin	Duval	FL	32234
97	200	LEGIE E-SCRAP RECYCLING-JACKSONVILLE	County	8030 PHILIPS HIGHWAY	Jacksonville	Duval	FL	32256
98	200	SCRAP METAL TRADING CORP.	County	3041 NORTH FORSYTH ROAD	Winter Park	Orange	FL	32792
99	200	RECYCLING CENTER INC - RAIL YARD	County	597 NORTH MARION AVENUE	Lake City	Columbia	FL	32055
100	200	ROSEMARY HILL SOLID WASTE MGT. FAC. (CLOSED LFS)	Municipal	3545 ROSEMARY HILL ROAD	Green Cove Springs	Clay	FL	32043
101	200	CLAY COUNTY ENVIRONMENTAL SERVICES	Private	3545 ROSEMARY HILL ROAD	Green Cove Springs	Clay	FL	32043
103	200	WASTE PRO RECYCLE & SALVAGE	Private	671 HOLMES BLVD	St Augustine	St. Johns	FL	
104	200	SUWANNEE SALVAGE INC	County	13396 76TH STREET	Live Oak	Suwannee	FL	32060
105	200	WASTE PRO OF FLORIDA INC.	County	170 COUNTY LANDFILL ROAD	Palatka	Putnam	FL	32177
106	200	ALACHUA COUNTY BOCC MATERIAL RECOVERY FACILITY	County	5121 NORTHEAST 63 AVENUE	Gainesville	Alachua	FL	32609

**Table 4. Material Recovery Facility  
Inventory of Solid Waste Facilities - Leon County**

OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
107	200	CMC RECYCLING - GAINESVILLE	County	1508 NORTHWEST 55TH PLACE	Gainesville	Alachua	FL	32653
108	200	1ST COAST RECYCLING-PALATKA	County	108 SEABOARD DR	Palatka	Putnam	FL	32177
109	200	RECYCLING SERVICES OF AMERICA, INC.	County	2874 NE 1ST TERRACE	Gainesville	Alachua	FL	32609
110	200	TMR - GAINESVILLE	County	817 NE WALDO ROAD	Gainesville	Alachua	FL	32641
113	200	SCRAP ALUMINUM PROCESSORS TWO - JACKSONVILLE	County	10931 BEACH BOULEVARD	Jacksonville	Duval	FL	32246
118	200	COMMERCIAL METALS COMPANY	Private	7100 NW GAINESVILLE ROAD	Ocala	Marion	FL	34475
119	200	TMR - OCALA 31ST STREET	Private	1854 NW 31ST STREET	Ocala	Marion	FL	34475
121	200	ABC/SVINGA BROTHERS CORP.	County	20206 NORTHEAST 9TH STREET	Ocala	Marion	FL	34470
122	200	WASTE PRO OCALA MRF	County	3621 NORTHWEST 10TH STREET	Ocala	Marion	FL	34475
123	200	TMR - OCALA 6TH STREET	County	2402 NW 6TH STREET	Ocala	Marion	FL	34475
124	200	UNITED AMERICAN RECYCLING SERVICES, LLC	County	3100 SW 3RD STREET; SUITE #B	Ocala	Marion	FL	34474
125	200	GOODWILL INDUSTRIES-SUNCOAST, INC.-MARION COUNTY	Private	2830 SOUTHWEST 27TH AVENUE	Ocala	Marion	FL	34474
128	200	REPUBLIC SERVICES - LAKE CITY	County	13331 S US HWY 441	Lake City	Columbia	FL	32025
129	200	DOMINION METAL RECYCLING CENTER-WILDWOOD	County	4316 COUNTY ROAD 124A	Wildwood	Sumter	FL	34785
130	200	PROGRESS RAIL SERVICES CORP.	County	4198 E. C-462	Wildwood	Sumter	FL	37485
134	200	INTER-COUNTY RECYCLING, INC.	County	1801 WEST GULF TO LAKE HIGHWAY	Lecanto	Citrus	FL	34461
139	200	AMERICAN STEEL PROCESSING CO	County	3830 ROGERS INDUSTRIAL PARK RD.	Okahumpka	Lake	FL	34762
141	200	RECYCLING SERVICES OF FLORIDA, INC.-ZELLWOOD	County	6161 JONES AVENUE	Zellwood	Orange	FL	32798
144	200	HERNANDO COUNTY NORTHWEST LF	County	14450 LANDFILL RD	Brooksville	Hernando	FL	34614
146	200	LAND O LAKES RECYCLING	Private	20 EAST DR. MARTIN LUTHER KING JR. BLVD	Brooksville	Hernando	FL	34601
147	200	GOODWILL INDUSTRIES-SUNCOAST, INC.-HERNANDO COUNTY	Private	4750 COMMERCIAL WAY	Spring Hill	Hernando	FL	34606
148	200	RAMM RECYCLING - SPRING HILL	County	15730 COUNTY LINE ROAD	Spring Hill	Pasco	FL	34610
151	200	COUNTY RECYCLING INC	County	12021 HICKS ROAD	Hudson	Pasco	FL	34669
152	200	RAMM RECYCLING- ZEPHYRHILLS	County	9113 WIRE ROAD	Zephyrhills	Pasco	FL	33540
153	200	STR RECYCLING & INDUSTRIAL STEEL	County	6805 RIDGE ROAD	Port Richey	Pasco	FL	34668
154	200	LAND O' LAKES RECYCLING-LAND O' LAKES	County	5710 LAND O' LAKES BOULEVARD	Land O Lakes	Pasco	FL	34639
155	200	PASCO IRON & METAL	County	21240 LAKE PATIENCE RD	Land O Lakes	Pasco	FL	34638
156	200	GOODWILL INDUSTRIES-SUNCOAST, INC.- PASCO COUNTY	County	2390 OAK WILLOW DRIVE	Wesley Chapel	Pasco	FL	33544
157	200	KEA METAL RECYCLING, INC.	Private	806 ANCLOTE ROAD	Tarpon Springs	Pinellas	FL	34689
158	200	BEST METAL RECYCLING OF TARPON SPRINGS, INC.	Private	1599 RAINVILLE RD	Tarpon Springs	Pinellas	FL	34689
159	200	SHRED-IT - TAMPA	Private	9207 PALM RIVER ROAD	Tampa	Hillsborough	FL	33619
160	200	VRC COMPANIES LLC	County	401 COMMERCE BLVD	Oldsmar	Pinellas	FL	34677
161	200	CITY OF CLEARWATER	Private	1701 N HERCULES AVE	Clearwater	Pinellas	FL	33765
162	200	TMR - CLEARWATER	County	2032 GENTRY STREET	Clearwater	Pinellas	FL	33765
163	200	BEST METAL RECYCLING, INC.	Private	15122 63RD ST. N	Clearwater	Pinellas	FL	33760

Material Recovery Facility		
MILES	OWNERSHIP	COUNT
25	Municipal	4
25	Private	2
100	Municipal	7
100	Private	4
200	Municipal	55
200	Private	17



**Legend**

MATERIAL RECOVERY FACILITY		Distance
<span style="color: green;">●</span>	Municipal	<span style="background-color: #e0ffe0; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 25 Miles
<span style="color: orange;">●</span>	Private	<span style="background-color: #e0e0ff; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 50 Miles
<span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px;"></span>	Leon County	<span style="background-color: #ffe0e0; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 100 Miles
		<span style="background-color: #ffe0ff; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 200 Miles

**FIGURE 4**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**MATERIAL RECOVERY FACILITY**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

Tampa, FL

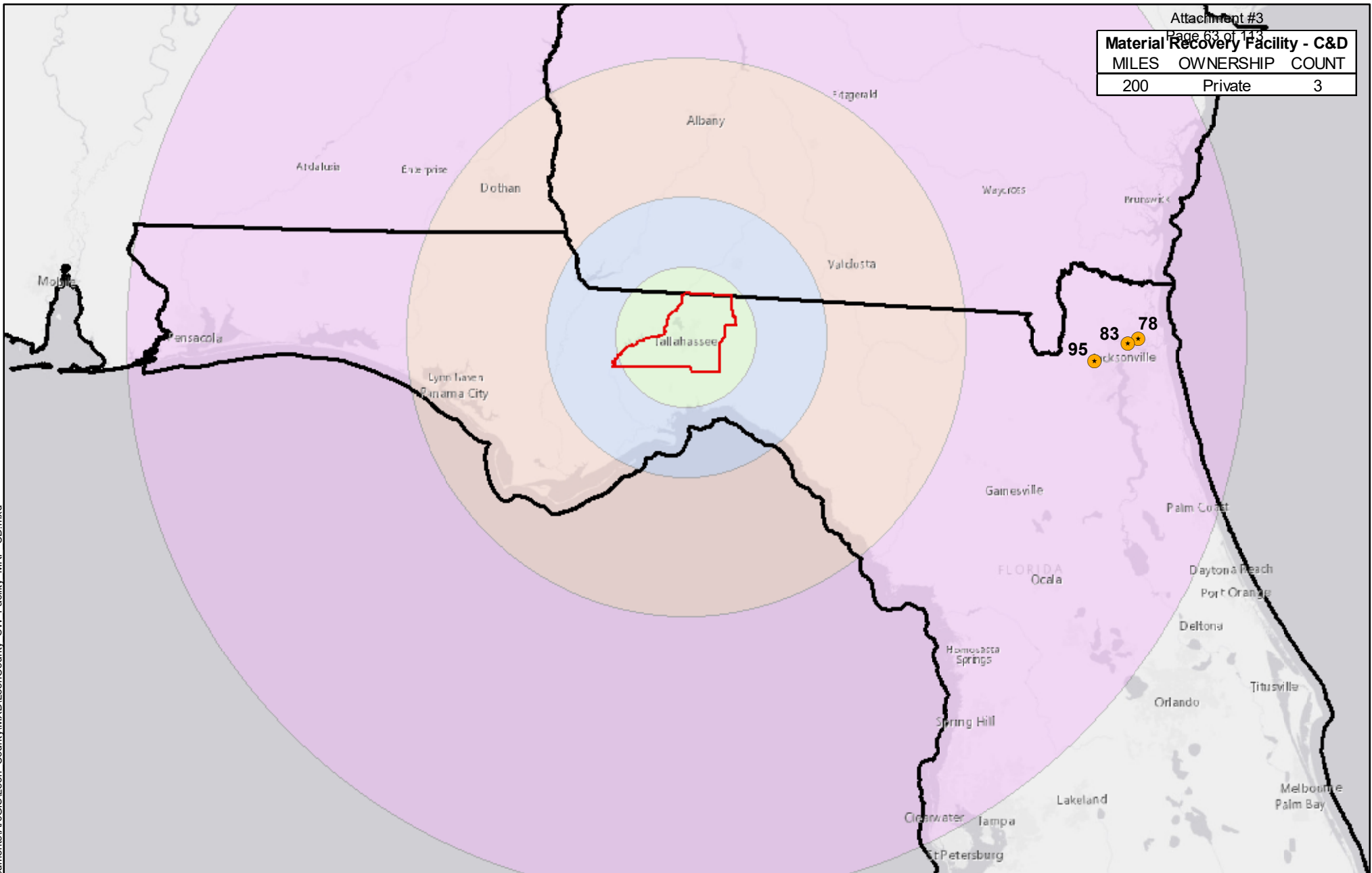
April 2020

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 Posted March 1, 2021  
 Miles



Table 5. Material Recovery Facility - C & D Inventory of Solid Waste Facilities - Leon County									
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE	
78	200	COASTAL RECYCLING SERVICES LLC (AKA BLASIUS RD MRF)	Private	11011 BLASIUS ROAD	Jacksonville	Duval	FL	32226	
83	200	REALCO RECYCLING CO., INC. MRF	Private	8707 SOMERS RD	Jacksonville	Duval	FL	32226	
95	200	WHITEHOUSE RECYCLING (A/K/A COXWELL MRF)	Private	10419 GENERAL AVENUE	Jacksonville	Duval	FL	32220	

Material Recovery Facility - C&D		
MILES	OWNERSHIP	COUNT
200	Private	3



**Legend**

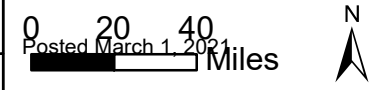
MATERIAL RECOVERY FACILITY - C&D		Distance
	Private	25 Miles
	Leon County	50 Miles
		100 Miles
		200 Miles

**FIGURE 5**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**MATERIAL RECOVERY FACILITY- C AND D**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

Tampa, FL

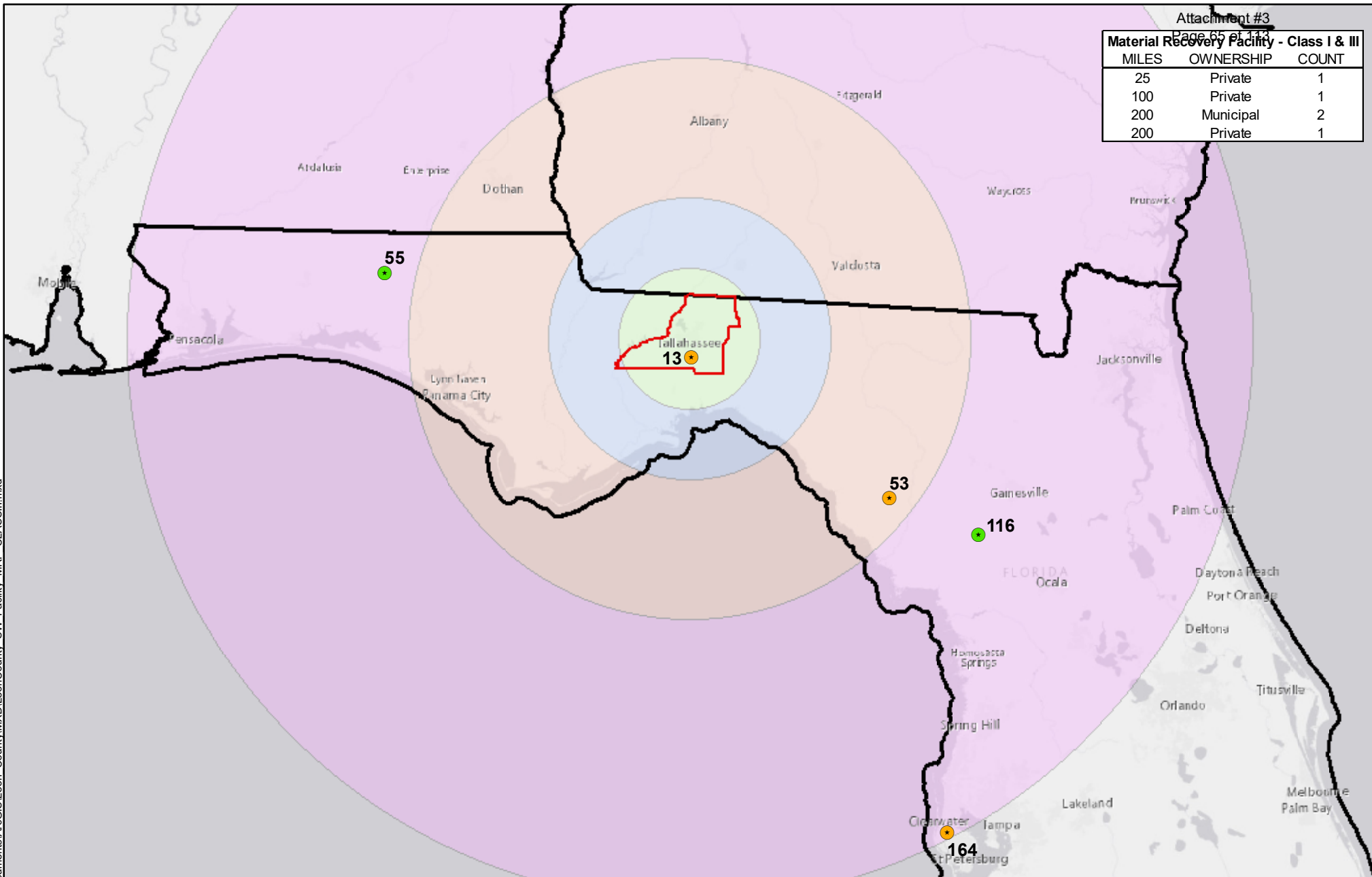
April 2020



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Table 6. Material Recovery Facility - Class I & III Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
13	25	MARPAN SUPPLY COMPANY INC	Private	222 E. PERSHING STREET	Tallahassee	Leon	FL	32301
53	100	DIXIE WASTE SERVICES GASIFICATION PLANT/INCINERATOR T/S	Private	322 NE 264TH STREET	Cross City	Dixie	FL	32628
55	200	WALTON COUNTY CENTRAL LANDFILL	County	1118 WWII VETERANS ROAD	Defuniak Springs	Walton	FL	32433
116	200	LEVY COUNTY SOLID WASTE MANAGEMENT FACILITY	County	12051 NE 69TH LANE	Williston	Levy	FL	32696
164	200	ANGELO'S RECYCLED MATERIALS - LARGO MRF	Private	1755 20TH AVENUE SE	Largo	Pinellas	FL	33771

Material Recovery Facility - Class I & III		
MILES	OWNERSHIP	COUNT
25	Private	1
100	Private	1
200	Municipal	2
200	Private	1



**Legend**

**MRF - CLASS I & III Distance**

<span style="color: green;">●</span> Municipal	<span style="background-color: #e0ffe0; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 25 Miles
<span style="color: orange;">●</span> Private	<span style="background-color: #e0e0ff; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 50 Miles
<span style="border: 2px solid red; display: inline-block; width: 20px; height: 10px;"></span> Leon County	<span style="background-color: #ffe0e0; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 100 Miles
	<span style="background-color: #ffe0ff; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 200 Miles

**FIGURE 6**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**MATERIAL RECOVERY FACILITY- CLASS I AND III**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

Tampa, FL

April 2020

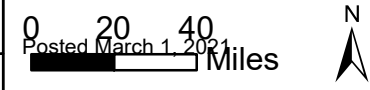
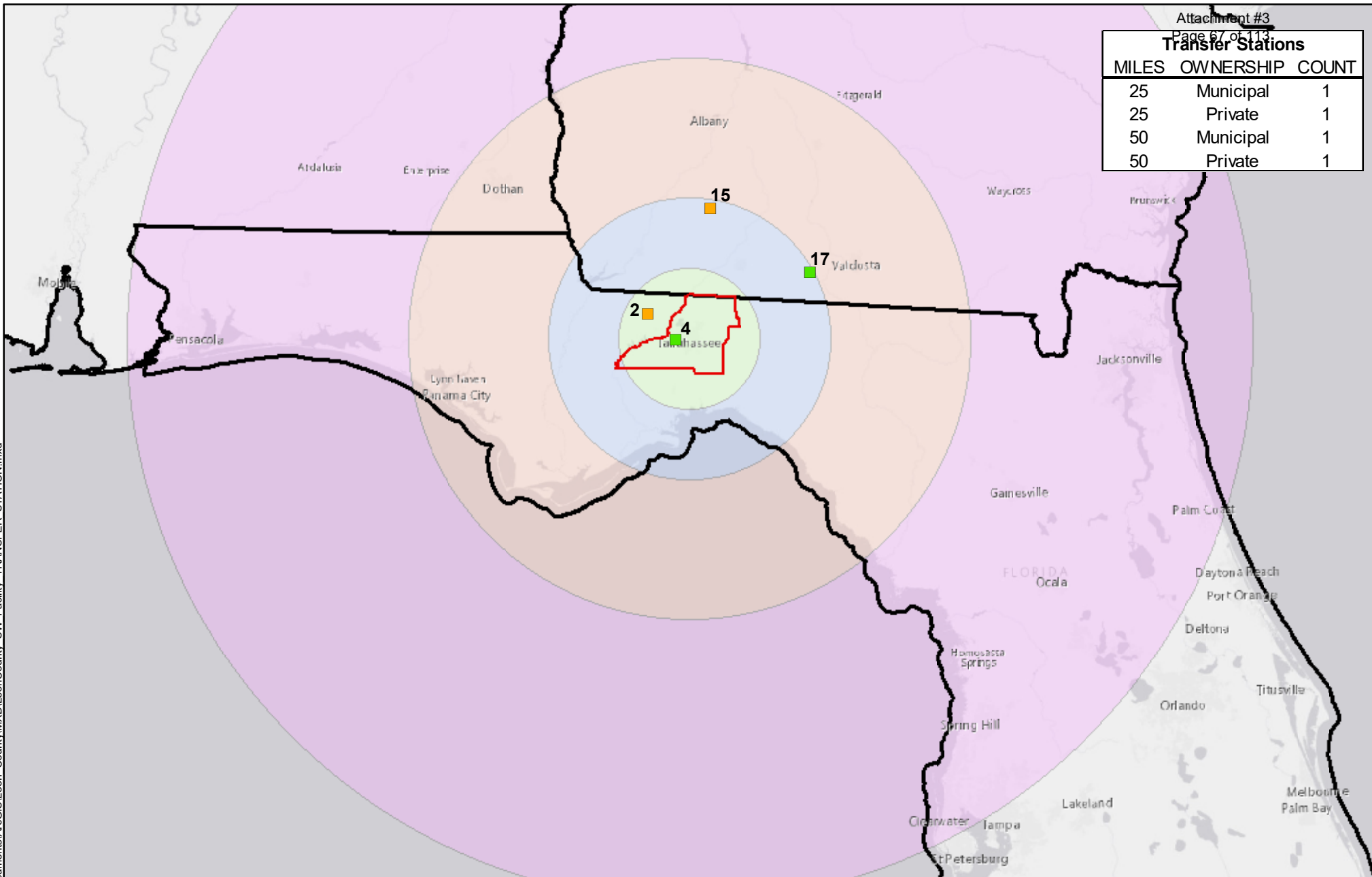




Table 7. Material Recovery Facility - Class I & III Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
13	25	MARPAN SUPPLY COMPANY INC	Private	222 E. PERSHING STREET	Tallahassee	Leon	FL	32301
53	100	DIXIE WASTE SERVICES GASIFICATION PLANT/INCINERATOR T/S	Private	322 NE 264TH STREET	Cross City	Dixie	FL	32628
55	200	WALTON COUNTY CENTRAL LANDFILL	County	1118 WWII VETERANS ROAD	Defuniak Springs	Walton	FL	32433
116	200	LEVY COUNTY SOLID WASTE MANAGEMENT FACILITY	County	12051 NE 69TH LANE	Williston	Levy	FL	32696
164	200	ANGELO'S RECYCLED MATERIALS - LARGO MRF	Private	1755 20TH AVENUE SE	Largo	Pinellas	FL	33771

**Transfer Stations**

MILES	OWNERSHIP	COUNT
25	Municipal	1
25	Private	1
50	Municipal	1
50	Private	1



**Legend**

TRANSFER STATIONS		Distance
<span style="color: green;">■</span>	Municipal	<span style="background-color: #e0ffe0; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 25 Miles
<span style="color: orange;">■</span>	Private	<span style="background-color: #e0e0ff; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 50 Miles
<span style="border: 2px solid red; display: inline-block; width: 20px; height: 10px;"></span>	Leon County	<span style="background-color: #ffe0e0; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 100 Miles
		<span style="background-color: #ffe0ff; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 200 Miles

**FIGURE 7**  
**INVENTORY OF SOLID WASTE FACILITIES**  
**TRANSFER STATIONS**  
**LEON COUNTY, FLORIDA**

**SCS ENGINEERS**

Tampa, FL

April 2020

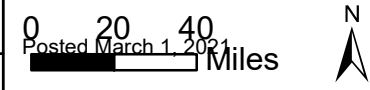
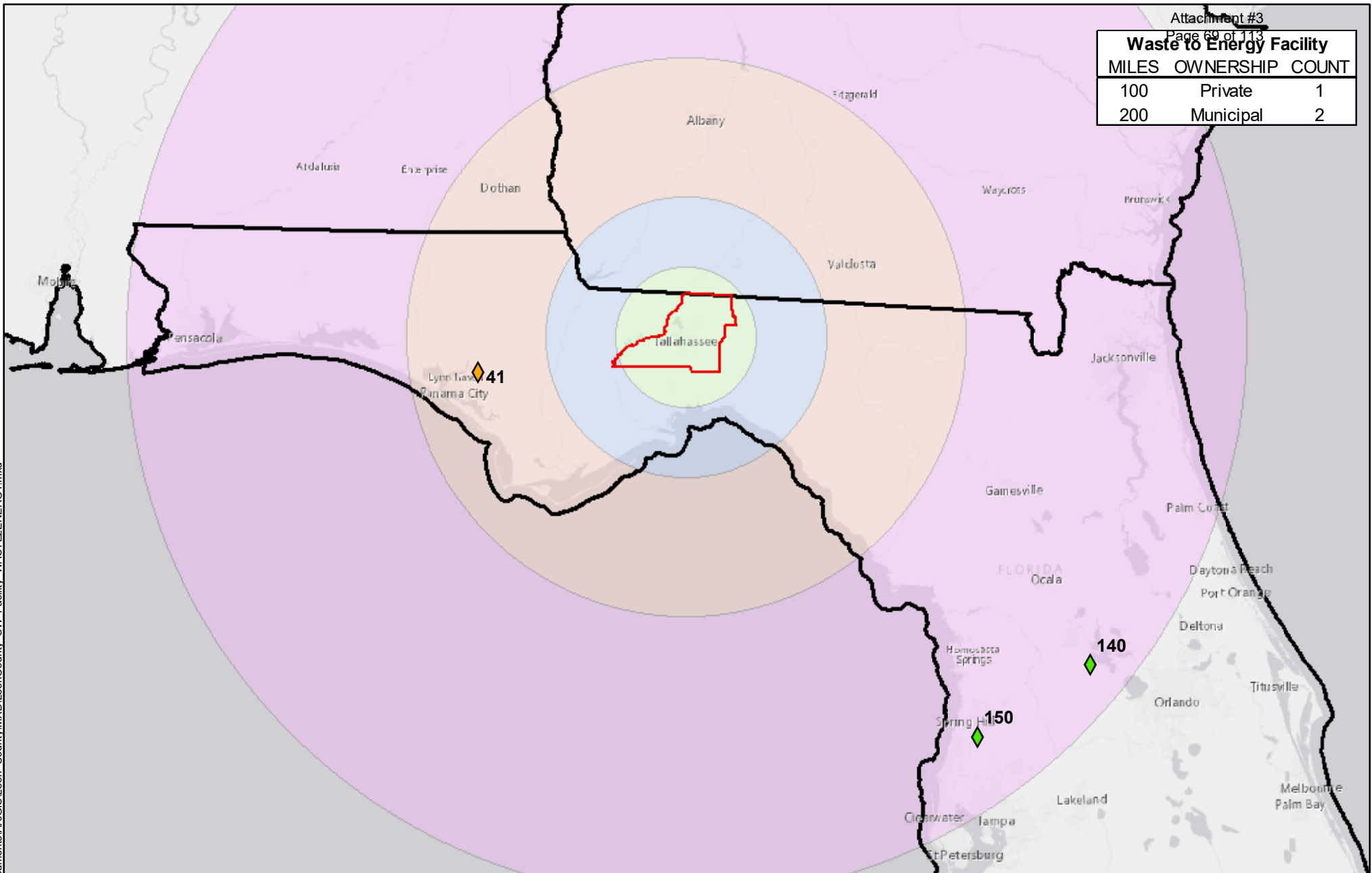


Table 8. Material Recovery Facility - Transfer Stations Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
41		100 BAY COUNTY WASTE TO ENERGY FACILITY	Private	6510 BAY LINE DRIVE	Panama City	Bay	FL	32404
140		200 LAKE COUNTY RESOURCE RECOVERY (COVANTA INC.)	County	3830 ROGERS INDUSTRIAL PARK ROAD	Okahumpka	Lake	FL	
150		200 PASCO COUNTY RESOURCE RECOVERY	County	14230 HAYS RD	Spring Hill	Pasco	FL	34610

Waste to Energy Facility		
MILES	OWNERSHIP	COUNT
100	Private	1
200	Municipal	2



**Legend**

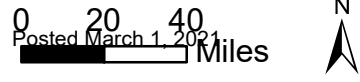
WASTE TO ENERGY		Distance
	Municipal	25 Miles
	Private	50 Miles
	Leon County	100 Miles
		200 Miles

**FIGURE 8**  
INVENTORY OF SOLID WASTE FACILITIES  
WASTE TO ENERGY FACILITIES  
LEON COUNTY, FLORIDA

**SCS ENGINEERS**

Tampa, FL

April 2020



**Attachment 2**  
**Task 3 Memorandum – Recycling Needs Analysis**



Tallahassee-Leon County Office of Economic Vitality prepares population growth projections based on the University of Florida, Bureau of Economic and Business Research (BEBR) data. The population presented in **Table 1** presents an average annual growth rate ranging from 2.4% to 6.3% between 1930 and 2000, decreasing to an average of 1.5% annually through 2010 and then an annual average of 0.8% through 2020. Going forward, the County's average population growth rate is projected to continue generally decreasing through 2045. In short, the County's population grew rapidly in the second half of the 20<sup>th</sup> Century, but has slowed in the past few decades. Population projections continue to indicate modest population growth over the planning horizon. **Figure 1** graphically presents the projected population for both the City and County.

## POPULATION

## 2 COUNTY AND CITY GROWTH PROJECTIONS

SCS projected and analyzed the County and City's waste quantities for the next ten years and beyond using factors such as current waste generation rates, population growth, transportation systems, and land use planning. Future waste quantities were projected based on population growth rate factors and were categorized by sector and individual waste type, as well as the single-stream recyclable material portion under direct control of the County and City. To help inform the projection analysis, policies and legislation governing the County's and City's solid waste management programs were also reviewed. Based on the information gathered from the projected waste generation rates and Task 2 analysis, SCS identified unmet recycling needs, opportunities to improve the financial viability of the County and City's single stream recycling program, as well as opportunities to contribute positively to their long-term sustainability.

## 1 MEMORANDUM OVERVIEW

**TO:** Andrew Johnson, MPA/MSP, Leon County  
Robert Wigen, City of Tallahassee

**FROM:** Katherine Hinojosa, SCS Engineers  
Stacey Demers, SCS Engineers  
Daniel Dietch, SCS Engineers

**SUBJECT:** Recycling Options Analysis  
Task 3 – Recycling Needs Analysis

## MEMORANDUM

September 2, 2020  
File No. 09220053.00



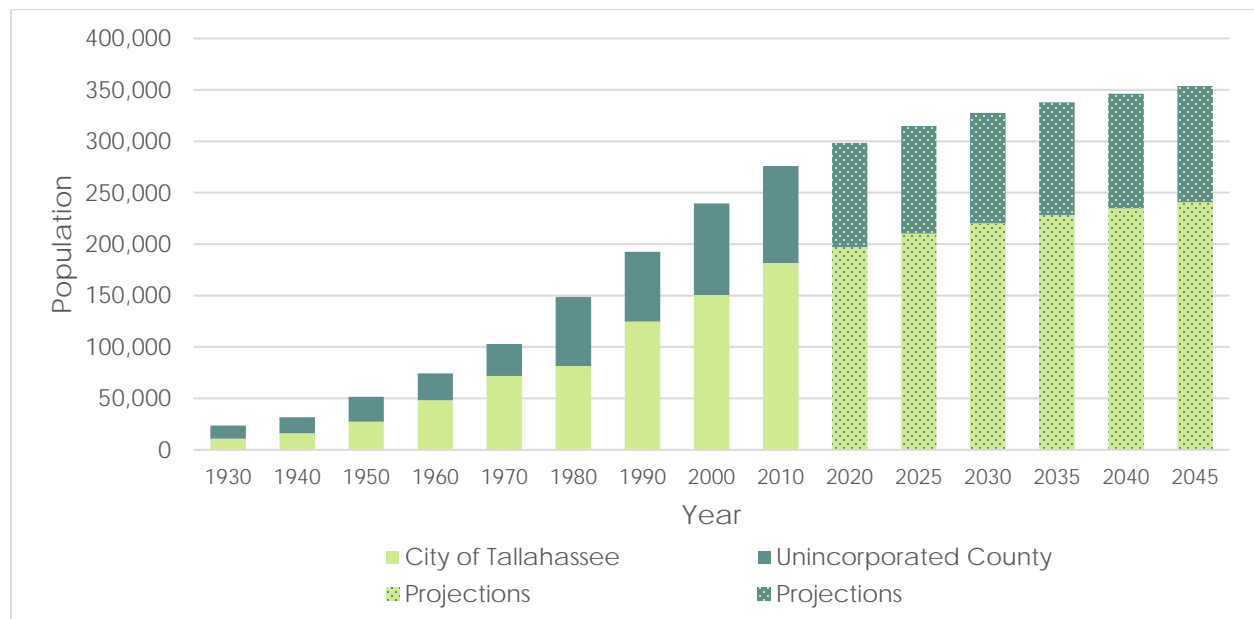
Table 1. Historical and Projected Population Growth Projections

Year	City of Tallahassee		Unincorporated County		Leon County	
	Population	Growth Rate <sup>1</sup>	Population	Growth Rate <sup>1</sup>	Population	Growth Rate <sup>1</sup>
1930	10,700	--	12,776	--	23,476	--
1940	16,240	5.2%	15,406	2.1%	31,646	3.5%
1950	27,237	6.8%	24,353	5.8%	51,590	6.3%
1960	48,174	7.7%	26,051	0.7%	74,225	4.4%
1970	71,897	4.9%	31,150	2.0%	103,047	3.9%
1980	81,548	1.3%	67,107	11.5%	148,655	4.4%
1990	124,773	5.3%	67,720	0.1%	192,493	2.9%
2000	150,624	2.1%	88,828	3.1%	239,452	2.4%
2010	181,376	2.0%	94,111	0.6%	275,487	1.5%
2020	197,100	0.9%	101,200	0.8%	298,300	0.8%
2025	210,300	1.3%	104,600	0.7%	314,900	1.1%
2030	220,200	0.9%	107,300	0.5%	327,500	0.8%
2035	228,400	0.7%	109,400	0.4%	337,800	1.1%
2040	235,000	0.6%	111,200	0.3%	346,200	0.5%
2045	240,900	0.5%	112,800	0.3%	353,700	0.4%

Note:

1) Average annual growth rate.

Figure 1. Historical and Projected Population



From 2018 to 2030, the County's population (inclusive of the City) is projected to grow by 12% or 35,100 people. From 2018 to 2040, population is projected to grow 18.4% or 53,800 people.

MEMORANDUM  
September 2, 2020  
Page 3

## TRANSPORTATION AND LAND USE

Population growth generally correlates to increased waste generation. To help inform this analysis, the Tallahassee-Leon County 2030 Comprehensive Plan (Comprehensive Plan) and the Future Land Use (FLU) maps were reviewed. The Tallahassee-Leon County GIS GeoData Hub was also reviewed for current zoning information. Districts within City limits are predominantly zoned for residential preservation. University transition, open space, and light industrial zones are generally depicted near the City's Central Core. The immediate outskirts of the City have few residential preservation districts, beyond which is the rural zone.

The Comprehensive Plan's Mobility Element was reviewed for future transportation projects. In general, most proposed transportation system management projects and proposed new roadways are located within the City. The Leon County Cost Feasible Plan shows new roads proposed within City limits, whereas the widening of existing roads is proposed for County projects in future years (2031-2040).

The County FLU map was reviewed for future land use areas. The map designated the majority of unincorporated County land as recreation/open space/open space stormwater facilities towards the south; rural/unincorporated areas to the east and northwest; and agriculture/silviculture conservation land to the north. These land use areas are intended to promote natural resource-based activities and preserve natural systems and ecosystem function. Urban services are not planned or programmed for the majority of these areas. Few and sparse areas within the outskirts of the City are intended for residential preservation and rural communities. The Tallahassee Urban FLU map showed residential preservation areas projecting out north, northeast, and northwest from the Central Core, the residential areas are bordered by suburban and urban residential areas.

A review of land use policies stated that schools should be located proximate to town or neighborhood centers, higher density residential areas, and primary open space systems when feasible. Based on this information, future school locations should serve as precursors to anticipated population growth.

The projected schools ten-year outlook map showed a new school to be built southeast of the Apalachee Parkway and Capital Circle intersection. This proposed school location appears to be correlated to the Southeast Sector planned development project. The goal of the project is to encourage quality land development and redevelopment to result in increased population growth toward the southern part of the City urban areas; to retain and increase employment opportunities; and to attain an income mix in the Southern Strategy area comparable to the remainder of the urbanized County.

Based on the plans and projected schools assessment, potential areas of waste generation growth were identified. Waste growth areas are generally expected to occur within City limits based on zoning districts, future land use areas, and anticipated transportation projects. The largest concentration of development expected to occur within the Welaunee Critical Planning Area and the Southeast Sector planned development will likely be correlated to increased waste generation.

The expected population growth over the next 25 years is relatively modest when compared to the population growth experienced between 1960 and 2019. Considering the majority of the projected growth is expected to occur within the City, the existing solid waste and recyclables collection services agreement can accommodate the expected growth; the same conclusion is reached for the



MEMORANDUM  
September 2, 2020  
Page 4

County. In short, the increases in solid waste and recyclables over the planning period can be managed using existing infrastructure.

### 3 PROJECTED WASTE GENERATED, RECYCLED, AND LANDFILLED

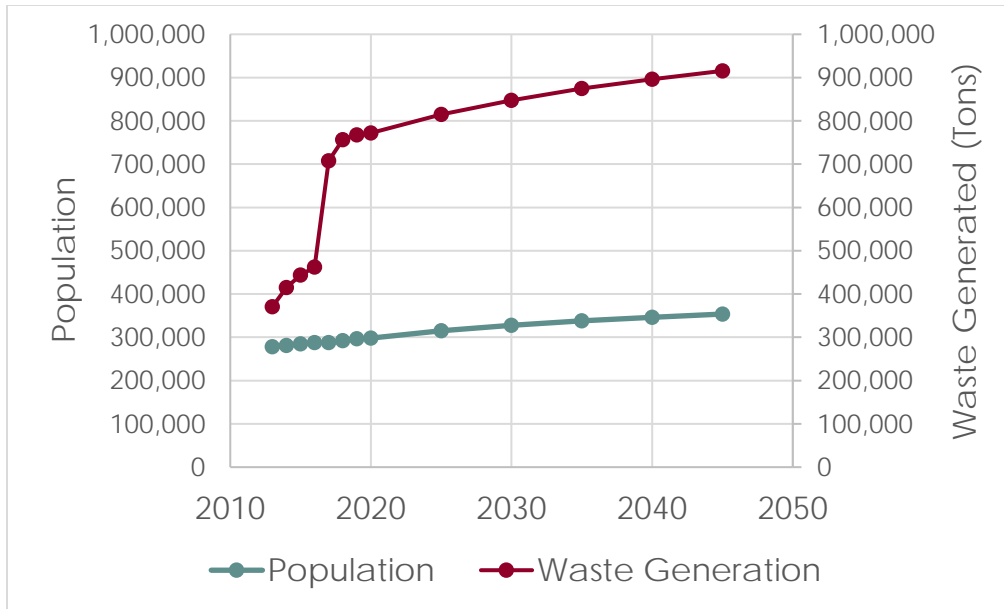
#### WASTE GENERATION

Solid waste generation data was obtained from Florida Department of Environmental Protection's (FDEP's) Solid Waste Management Plan for years 2013 through 2018. In 2018, the County (inclusive of the City) generated 756,800 tons of waste or 5.7 pounds per resident per day. After 2018, projected waste generation was escalated based on population growth rates. Assuming per capita waste generation remains constant, the County is expected to generate 847,000 tons of waste in 2030, which is 90,900 more tons than were generated in 2018. In 2040, annual waste generation is expected to be 896,100 tons, which is 139,300 more than was generated in 2018.

**Figure 2** presents the projected total waste generation growth in comparison to the projected total population growth. There was a sharp increase in waste generation from 2016 to 2017 which is due to the County gathering and reporting non-certified C&D tonnage (primarily concrete and asphalt) that was not previously reported. The change in the reporting approach was based on new guidance from FDEP. As stated in the Task 2 Memorandum, FDEP defines "certified tonnage" as being processed by a Florida businesses dealing with over 600 tons per year of any recovered material (e.g., paper, glass, plastic, metals/aluminum, textiles, and/or non-tire rubber). Such businesses are required by law to apply for annual certification and report their recovered materials. Similar waste generation quantities were affirmed in 2018; therefore waste generation projections after 2018 assume similar annual quantities of C&D materials.

FDEP reports include both MSW and C&D in waste generation, disposal, and recycling summaries. FDEP further classifies recycling and disposal by sector (single-family residential, multi-family residential, and commercial); however, it does not detail the quantities of C&D and MSW that were generated, disposed, or recycled by sector. The purpose of presenting this information is to present the context for increasing recycling as a whole to enhance the County's and City's sustainability goals and meet the 75% State recycling goal rather than address the financial viability of the current single stream recycling program. Further analysis is presented below that addresses the waste generation by sector and recyclable materials under control of the County and City.

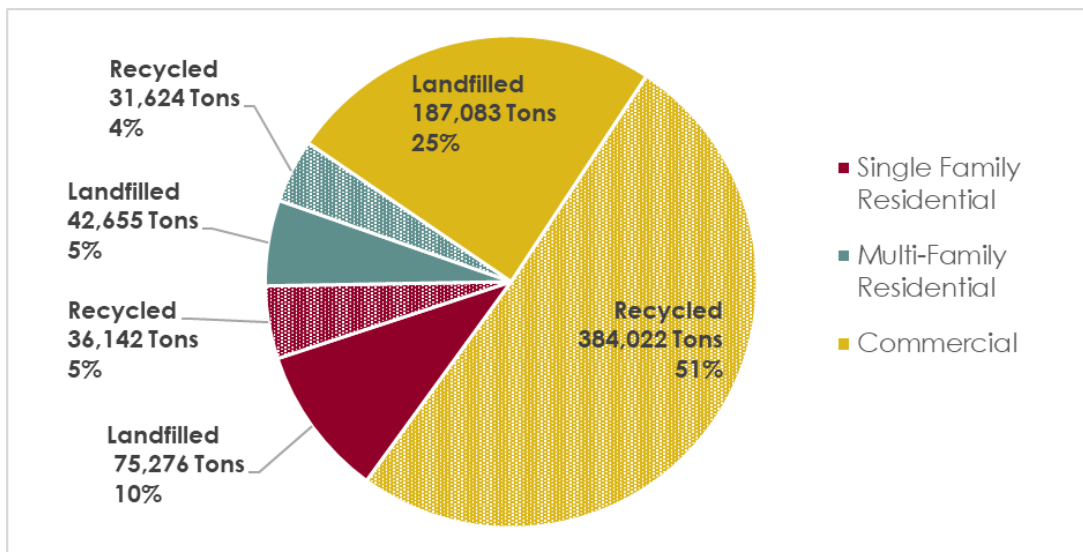
Figure 2. Projected Population and Waste Generation



## SECTOR AND DISPOSITION

Figure 3 presents the generating sector and disposition (recycled or landfilled) of the 756,800 tons of waste generated in the County and City during 2018.

Figure 3. 2018 Waste Generation by Sector and Disposition



**Table 2** presents projected annual recycled tonnage and **Table 3** presents projected annual landfilled tonnage. Recycled and landfilled projections assume that the waste generation rate of 5.7 pounds per resident per day remains constant and that the proportion of material recycled (or diverted) remains constant. Annual recycling tonnage is expected to increase about 54,200 tons from 2018 to 2030 and 83,000 tons from 2018 to 2040. The majority of recycled material (about 61%) will originate from the commercial sector. However, it should be noted that not all of the recyclable material is under the direct control of the County and City.

Table 2. Projected Annual Recycling Tons by Sector

Year	Residential		Commercial	Total
	Single-Family	Multi-Family		
<b>Baseline</b>				
2018	36,100	31,600	384,000	451,700
<b>Projections</b>				
2020	36,800	32,200	391,800	460,800
2025	38,800	34,000	413,600	486,400
2030	40,400	35,400	430,100	505,900
2035	41,700	36,500	443,600	521,800
2040	42,700	37,400	454,600	534,700

Annual landfilled tonnage is expected to increase about 36,700 tons from 2018 to 2030 and 56,300 tons from 2018 to 2040. The majority of landfilled waste (about 85%) will originate from the commercial sector.

Table 3. Projected Annual Landfilled Tons by Sector

Year	Residential		Commercial	Total
	Single-Family	Multi-Family		
<b>Baseline</b>				
2018	75,300	42,700	187,100	305,100
<b>Projections</b>				
2020	76,900	43,600	190,900	311,400
2025	81,200	46,000	201,500	328,700
2030	84,400	47,800	209,600	341,800
2035	87,100	49,300	216,200	352,600
2040	89,300	50,500	221,600	361,400

The data presented above helps sets the context for waste generation and disposition generally. However, as reflected in the Task 2 Memorandum, it is important to recognize that the County and

City only have direct control over a portion of the total recyclable stream (i.e., Program Recyclables). **Table 4** presents the current tonnage under County and City control, which is projected over the study period. It should be noted the baseline value for 2018 is generally consistent with the inbound tonnage reported by Marpan for the period between 2014 and 2017. The County and City values are escalated separately based on data provided by the University of Florida, Bureau of Economic and Business Research (2020-2045 Leon County projections) and are rounded to two significant digits except for the City's office paper values.

Table 4. Projected Annual County and City Recycling Tons by Source

Year	County			City				Total
	Curbside	RWSC <sup>1</sup>	Other <sup>2</sup>	SS <sup>3</sup> Residential	SS <sup>3</sup> Commercial	OCC <sup>4</sup>	OP <sup>5</sup>	
<b>Baseline</b>								
2018	7,469	347	221	6,680	1,608	4,476	13	<b>20,813</b>
<b>Projected</b>								
2020	8,000	400	200	7,300	1,700	4,900	14	<b>22,500</b>
2025	8,300	400	200	7,700	1,900	5,200	15	<b>23,700</b>
2030	8,500	400	300	8,100	2,000	5,400	15	<b>24,700</b>
2035	8,700	400	300	8,400	2,000	5,600	16	<b>25,400</b>
2040	8,800	400	300	8,700	2,100	5,800	16	<b>26,000</b>

**NOTES:**

- 1) Rural Waste Service Centers.
- 2) County and other events (excluding the City's Cash for Trash Program).
- 3) Single Stream.
- 4) Old Corrugated Cardboard.
- 5) Office Paper

## LANDFILLED WASTE COMPOSITION

Recycling rate improvement depends on diverting certain material types out of the landfilled waste. The composition of the County's landfilled waste can be estimated through two sources:

1. FDEP 2018 Annual Solid Waste Management Report – FDEP uses an in-house program called WasteCalc to estimate material types and quantities in landfilled waste for each Florida county annually, and
2. The 2011 Waste Characterization Study – This study acquired and sorted multiple samples from the Leon County Transfer Station to estimate the material types and quantities being disposed. This waste stream generally excludes C&D.

While the FDEP's method is more current, it is not necessarily customized to reflect conditions in the County and City. The 2011 Waste Characterization Study is directly applicable to the County and City but it is currently almost ten years old and it summarizes the materials disposed at the Leon County Transfer Station which does not receive loads of C&D. Results of both methods are similar and are presented in **Table 5**.

Table 5 Waste Composition

Material Type		FDEP WasteCalc				2011 Waste Characterization Study			
		Annual Tons		Proportion		Annual Tons		Proportion	
Paper	Newspaper *	5,600	76,100	1.8%	23.8%	6,700	76,300	2.1%	23.9%
	Corrugated Paper *	15,900		5.0%		18,500		5.8%	
	Office Paper *	5,100		1.6%		9,300		2.9%	
	Other Recyclable Paper	49,500		15.5%		14,700		4.6%	
	Other Compostable Paper					27,100		8.5%	
Plastic	Plastic Bottles *+	8,400	44,800	2.6%	14.0%	18,200	18,200	5.7%	5.7%
	Other Plastics	36,400		11.4%		NA		NA	
Metal	Aluminum Cans *	1,900	13,300	0.6%	4.2%	3,200	11,200	1.0%	3.5%
	Steel Cans *	3,300		1.0%		3,500		1.1%	
	Ferrous Metals	4,500		1.4%		2,900		0.9%	
	White Goods	2,000		0.6%		NA		NA	
	Non Ferrous Metal	1,600		0.5%		1,600		0.5%	
Glass *		9,000		2.8%		14,700		4.6%	
Textiles		10,100		3.2%		11,200		3.5%	
Food		41,000		12.8%		36,400		11.4%	
Yard Trash *		11,500		3.6%		8,300		2.6%	
Tires		900		0.3%		300		0.1%	
C&D Debris		74,100		23.2%		7,700		2.4%	
Miscellaneous		38,600		12.1%		135,100		42.3%	
<b>Total</b>		<b>319,400</b>		<b>100.0%</b>		<b>319,400</b>		<b>100.0%</b>	

\* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight materials.

+ FDEP models Plastic Bottles whereas the 2011 Waste Characterization Study assessed Plastic Bottles & Containers.

Each approach provides insights into opportunities to expand recycling in furtherance of the County's and City's sustainability goals as well as the State's 75% recycling goal. In addition, the findings identify opportunities to focus on higher value commodities such as corrugated paper, and plastic containers that can offset the cost of recyclable material processing. Specifically, waste diversion opportunities are evident for:

- **Recyclable Paper** – Between 8% and 15% of disposed waste is recyclable paper (e.g., newspaper, corrugated cardboard, office paper), which accounts for 26,600 to 49,200 tons annually.

MEMORANDUM  
September 2, 2020  
Page 9

- **Plastic Bottles and Containers** – FDEP models only plastic bottles whereas the 2011 Waste Characterization Study assessed plastic bottles and containers. About 5% of landfilled waste, 18,200 tons annually, is divertible.
- **Food** – Between 11.4% and 12.8% of landfilled waste is food, which accounts for 36,400 to 41,000 tons annually.

It should be noted that the two methods differ significantly in the proportion of landfilled waste that is comprised of C&D. As stated above C&D is generally not delivered to the County's Transfer Station.

## 4 LEGISLATION AND POLICIES

State and local legislation and policies guide and influence solid waste management within Leon County. The purpose is both aspirational, in terms of reducing wastes and establishing recycling goal, and practical, in terms of establishing a regulatory framework and reporting requirements. The following sections present an overview of applicable state and local legislation and policies.

### STATE OF FLORIDA

The Florida Legislature enacted House Bill 7135 in 2008, which created Section 403.7032, Florida Statutes. This legislation established a statewide 75% goal to be achieved by 2020. As part of this legislation, FDEP prepared a *75% Recycling Goal Report to the Legislature* (Report) in 2010. This report was developed based on input from public and private stakeholders and identified key success factors such as the role of education, target waste stream components and sectors such as C&D, organics, and commercial recyclables, as well as innovative recycling programs such as pay-as-you-throw and single stream recycling. Subsequently, Florida Legislature enacted House Bill 7243 in 2010, which addressed several of the issues discussed in the Report including establishing interim recycling goals, technical assistance, reporting, and a focus on residential and commercial recycling and composting and C&D recycling.

Florida's 75% recycling goal is weight-based, meaning that for every 100 tons of solid waste collected, 75 tons must be recycled (of used as an energy source). However, such an approach treats all waste stream components equally and thus has inherent limitations due to the varied composition of the waste stream as well as challenges in the recycling commodity markets. Also, if a community excels at source reduction, it can result in a lower recycling rate. To address this challenge, many communities are exploring strategies that recognize the differences in the waste stream components. This approach is generally known as sustainable materials management (SMM). The US Environmental Protection Agency defines SMM as "a systemic approach to using and reusing materials more productively over their entire life cycles." As it relates to Florida, the Hinkley Center for Solid and Hazardous Waste Management is sponsoring research that is exploring potential alignment between SMM principles and the 75% recycling goal.

In the meantime, each Legislative session, recycling-related bills are introduced and often "die" in committee. More recently, bills have focused on recycling contamination. Currently, House Bill 73 may impact the County and City in the future, if approved by the Governor. Specifically, this House Bill 73 requires contracts between local governments and residential recycling collectors or recovered materials processing facilities (i.e., MRF's) to define and address contamination. If approved, a residential recycling collector or recovered materials processing facility is not required to collect, transport, or process contaminated recyclable material, except pursuant to a contract

MEMORANDUM  
September 2, 2020  
Page 10

consistent with the bill. House Bill 73 applies to contracts that are executed or renewed after October 1, 2020.

House Bill 73 is not expected to have a significant impact on the County or City in the near term. On the collection side, the County's collection agreement was recently extended to September 2023 and the City's collection agreement expires in September 2026. The County's recycling processing agreement with Marpan was also recently extended, with an option to extend it through September 2021. The initial term of the City's recycling processing agreement with Marpan expires on September 30, 2023. If the legislation passes, both the County and City can address all of the required provisions. Fortunately, the level of contamination reported by Marpan is less than 10%.

All current Florida Recycling Statutes and Rules can be found here:

<https://floridadep.gov/waste/waste-reduction/content/florida-recycling-statutes-and-rules>.

## COUNTY AND CITY

The Tallahassee-Leon County Comprehensive Plan was adopted on July 16, 1990. The most recent amendments were adopted January 19, 2020, although there were no changes to the Solid Waste element. The Primary solid waste goal is to: "Provide an environmentally sound, sustainable, and cost effective integrated solid waste materials management system to serve the needs of Tallahassee-Leon County residents, businesses, and institutions. The management principles shall include the following in order: Prevention, Reduction, Re-use, Recycling, and Disposal." A second goal related to managing hazardous wastes. The objectives and policies support the goals.

Leon County adopted its Integrated Sustainability Action Plan in April 2019 and includes waste reduction goals and action items. The waste reduction element of the Sustainability Action Plan is aligned with the State's 75% recycling goal and also identifies the opportunity to increase commercial recycling through increased participation. In addition, many of the action items emphasize the importance of awareness, education, and behavior change to achieve waste reduction.

## OTHER CONSIDERATIONS

In addition to state and local legislation and policies, there are other factors that impact recycling. Specifically, the products recovered through recycling are commodities that are sold in an international marketplace, which is affected by international policies. Historically, China was the largest recyclable commodities importer in the world. Starting in 2013, China established the Green Fence policy that imposed import restrictions and increased inspection requirements. Since then many more policies were implemented that further restricted imports, culminating with the National Sword policy in 2018 that banned the import of most plastics and other materials and established strict contamination standards. As imports to China decreased, other Southeast Asian countries and India increased their imports. However, more recently, these countries have also implemented strict import standards for recyclable materials. This has adversely impacted global recycling markets and the costs (i.e., lost value) have ultimately been passed along to residential and commercial customers. Figure 4 reflects the decrease in domestic recycling value between January 2017 and December 2019.

Figure 4. Total Domestic Recycling Market Between January 2017 and December 2019



SOURCE: National average index pricing from recyclingmarkets.net

While the global markets have shifted, there has been a growing trend to increase domestic capacity for paper and plastics in particular. In an ironic twist, one trend includes Chinese companies, such as ND Paper (owned by Nine Dragons) and Shanying International, are purchasing closed domestic paper mills with plans to produce cardboard boxes to be shipped back to China. Recycled plastic processing capacity has also been increasing, including both new facilities and plant expansions. According to Resource Recycling, there have been 15 new and 10 expanded facilities since 2017.

Lastly, as has been evidenced over the last three months as a result of COVID-19, the solid waste industry is susceptible to rapid changes that can arise unexpectedly. While both the private and public sectors have adapted to implement operational changes needed to safely continue providing essential waste management services, it has impacted waste generation trends. Specifically, what has been observed nationally and locally is a reduction in commercial waste and recycling and a corresponding increase in residential waste and recycling. This trend has also impacted C&D generation. At this point, equilibrium has not yet been reached and longer-term trends are speculative at best. Even with all of these challenges, knowledge of domestic markets and relationships are critically important when marketing recyclable materials. As reflected in the Task 2 Memorandum, Marpan has long-established customers for its commodities and has demonstrated its ability to maximize the value despite the market challenges.

## 5 IDENTIFY UNMET NEEDS

The projected increase in population correlates to expected increases in solid waste generated. Fortunately, it appears the current solid waste management program can continue to service its customers in the City and County. In terms of collection, the County's franchise solid waste collection agreement with Waste Pro of Florida, Inc. (Waste Pro) is in effect until September 30, 2023 and the City's contract with Waste Pro is in effect until at least September 30, 2026. The contracts provide the framework for determining what options the County and City can explore and that may contribute to the long-term financial sustainability of the County's and City's recycling program. Notably, both the City and County in their agreements with Waste Pro maintain ownership



to all residential recyclables. However, since the recyclable materials are collected single-stream, options to segregate certain low-value commodities such as glass are limited. Both the County and the City retain the right to amend which recyclable materials are collected single-stream.

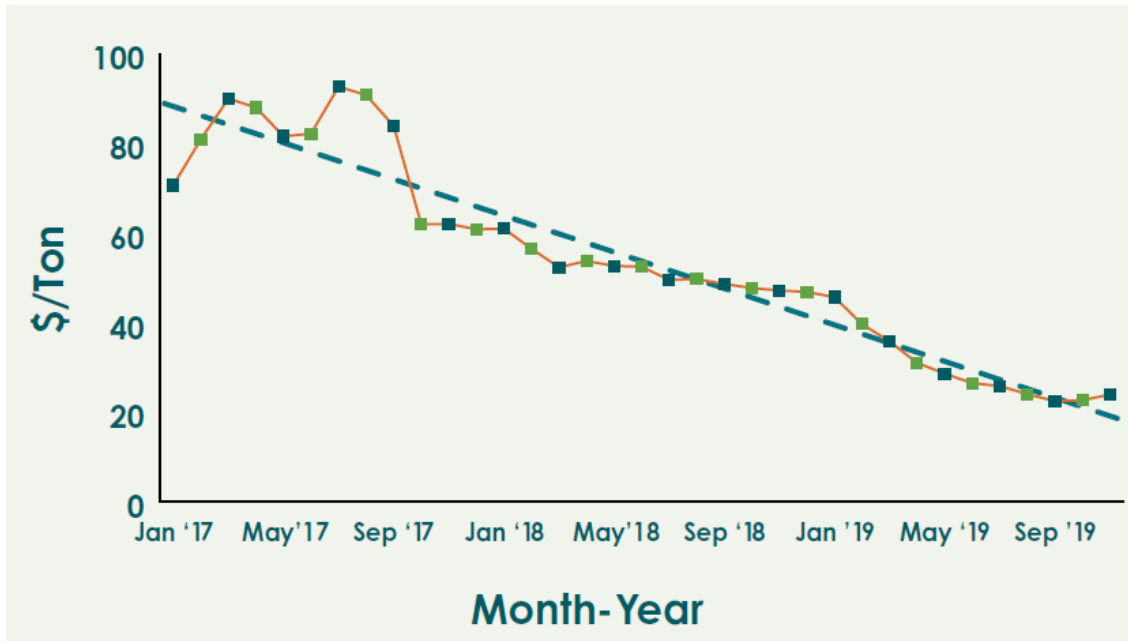
The Marpan Recycling Facility has adequate capacity to accept additional tonnage from the County and City. As stated in the Task 2 Memorandum, Marpan operates a single shift five days per week and has a maximum capacity of 75 tons/day. Over the last five years, Marpan has processed an average of approximately 55 tons/day. At this throughput, Marpan is able to operate its system relatively slowly and with a shallow burden depth, which allows for more efficient and effective separation of recyclable materials. This in part has led to a relatively low contamination rate. Should the need arise, Marpan could add a second shift to double its throughput to 150 tons/day. However, the primary issue affecting Marpan is the increase in the cost of recycling, largely due to the global decrease in the market value of the recyclables. Also impacting processing costs is lightweighting of recyclable materials. Lightweighting is the use of lighter packaging to save costs while not adversely impacting durability. It is a prevalent trend with plastic and metal containers and it generally increases the MRF operating costs when compared to throughput for once heavier products. Recognizing the cost of recycling has increased significantly to the County and City in the last few years, it may be helpful to place the costs into context as it relates to global commodity markets and publically available processing fees in 2020 from other Florida jurisdictions, which are presented below in **Table 6**.

Table 6. Publically Reported Recycling Processing Fees

County/City	Processing Fee	Revenue Share (AMV)
Leon County/Tallahassee, FL	\$80.25	40% > \$80.25
Coral Springs, FL	\$96.00	55% > \$96; 65% > \$120; 75% . \$140
Clearwater, FL	\$98.40	20% to Municipality
North Port, FL	\$102.00	100% to Municipality
Charlotte County, FL	\$103.40	None
Largo, FL	\$105.00	100% to Municipality
St. Johns County	\$106.76	50% to Municipality
Lakeland, FL	\$115.00	85% above \$115
Sarasota County, FL	\$125.00	100% to Municipality
Venice, FL	\$135.00	100% to Municipality

For the agreements in **Table 6**, the processing fee represents the cost paid by the municipality per ton of recyclables delivered and processed to the facility. In some cases, like with the agreement with Marpan, the processing fee is offset by the value of the recyclables. That offset is often based on the average market value or AMV. The AMV is typically a contracted provision that relies on the market value of recyclables at a point in time (e.g., monthly) and the assumed composition of the recyclables often determined by a composition study. This is the approach used in the agreement between Marpan and the County and City. Figure 5 presents nationwide changes in AMV for 2017 – 2019 as analyzed by The Recycling Partnership in its 2020 State of Curbside Recycling Report; this trend also applies to Marpan and the County and City.

Figure 5. January 2017 – November 2019 Average Market Value (including residue)



SOURCE: The Recycling Partnership in its 2020 State of Curbside Recycling Report.

The processing fee values reflected in **Table 6** are typical for the Florida market. No doubt there will be some variability depending on the contract date, funding sources (e.g., grants supporting capital expenditure), tonnage, etc. It also varies based on the type of agreement between the municipality and service provider. For example, in Osceola and Alachua Counties, the processing fee for recyclables is combined with the cost for collection and disposal. Based on recent procurements, and reflective of current market conditions, it is expected that new contracts will range from \$95 - \$120 per ton and may not include revenue sharing to offset the processing fee.

The pricing information presented in **Table 6** is illustrative especially when considered in the context of the recyclable materials under direct control of the County and City as well as the location of potential alternative single stream MRF's presented in the Task 2 Memorandum. This dynamic as well as assessing the feasibility of other options (e.g., re-competing/rebidding recycling services, long-hauling recyclables, procuring a new MRF, eliminating recycling, etc.) will be explored further in the Task 4 Memorandum.

## PROGRAMS

As evidenced in the Task 2 Memorandum and the analysis presented above, the recycling components with the greatest opportunity to increase diversion are: paper, plastic bottles and metal containers. This can be accomplished differently in the residential and commercial sectors. In addition, food waste also presents an opportunity to increase recycling and enhance county-wide sustainability.

The net processing fee charged to the County and City is impacted by the value of recyclable materials sold by Marpan. Fortunately, due to the education and outreach conducted by the County and City, as well as operational practices at Marpan, the residue rate at the MRF, typically less than

10%, is below industry standards for single stream recycling facilities. However, as stated above, global markets have placed increasing pressure on commodity values, which has resulted in historic value decreases, which has translated to processing cost increases. Fortunately, the County and City have some options to consider. However, it is important to note that recycling has a cost. The “back-to-basics” option presented below is an approach to increase the value of recyclables processed by excluding low value materials, which can offset the net processing fee. Similarly, mandatory commercial recycling presents an opportunity for businesses to recycle material with a relatively stable and higher value such as corrugated paper. This additional tonnage can help improve the value of the AMV, which can decrease the per ton processing cost. The last option, organics diversion, is not intended to make single-stream recycling more affordable. Instead, it presents an opportunity to meet the State’s 75% recycling goal and the County’s and City’s sustainability goals.

### **Back-to-Basics Single-Stream Recycling**

Given the impact of global recycling markets, many communities are reconsidering the viability of their recycling programs. The Recycling Partnership, in their 2020 State of Curbside Recycling Report, states that as of November 2019, a total of 54 communities in the United States ended their curbside recycling programs. This represents less than 1% of all curbside programs. However, based on their survey, an estimated 30% of the communities surveyed are making adjustments to remove less valuable materials from their collection program, most commonly glass and plastic #3 - #7. Focusing on higher value recyclable products can be messaged as “back-to-basics.” For example, Santa Rosa County’s recycling program was suspended from delivery of single stream materials to the ECUA MRF in April 2019 due to high contamination. Following the implementation of a “back-to-basics” program, they are once again delivering select recyclable materials (e.g., clean cardboard, clean and dry aluminum and steel cans and clean and dry plastic bottles and jugs) to the MRF.

An additional benefit for the County and City would be to align and use common nomenclature for the recyclable materials collected and unify their messaging. **Table 7** presents how the County and City currently define recycling.

Table 7. Recycling Definitions of the County and City

Leon County	City of Tallahassee
Newspapers	All Paper
Magazines	
Cardboard	
Paperboard	
Residential Waste Paper	
Glass Containers	Glass Food & Beverage Containers
Aluminum and Metal Cans	Aluminum & Tin/Steel Bi-metal Food and Beverage Containers
All Plastic Containers	All Plastic Bottles & Containers

Fortunately, both the County and City have the contractual flexibility to define what materials are included in their respective single-stream programs. While this may decrease recycling tonnage delivered to Marpan, it could increase that value of what is recycled as reflected in the AMV, which will lower the processing cost.

MEMORANDUM  
September 2, 2020  
Page 15

Under this “back-to-basics” approach and with the behavioral shifts resulting in increased residential recyclables associated with COVID-19, there is also an opportunity to enhance education and outreach with residential property owners and their families to increase participation and capture greater quantities of higher value recyclables.

## **Mandatory Commercial Recycling**

As evidenced in the analysis presented above, the majority of the solid wastes generated is from the commercial sector. This presents an opportunity to mandate commercial recycling for the same recyclable products managed in the single-stream program. This approach has been successful in Collier County, FL. Coincidentally, the franchise agreements in Collier County also exclude commercial recycling. The mandatory commercial recycling ordinance provides a “light touch,” as participating businesses select the recyclable material that presents to it the greatest benefit. Consideration is also given to resolving conflicts with parking requirements and other land development and zoning requirements. In nearly all instances, compliance with the ordinance results in a lower overall solid waste cost. The County also implemented a recognition and rewards program to further incentivize participation. In terms of impact, it should be understood that due to the density of the City, it would impact more commercial entities than the County, which would have a corresponding impact on tonnage potentially diverted. If the previously adopted approaches were employed in Leon County, each business would initially select which recyclable material they prefer to comply with the program. Depending on which material is selected, increased tonnage can improve the monthly AMV, which offsets the per ton processing fee.

## **Organic Diversion Programs**

While organics are not part of the single stream recycling program, given the large amount of organic waste disposed from the residential and commercial sectors, there is a high potential for landfill diversion. If such diversion were implemented, it could greatly enhance the County’s total recycling rate, and bring it closer to meeting the State’s 75% recycling goal. In addition, an organic diversion program would help meet specific County sustainability goals and reduce wasting a resource and reduce the greenhouse gases associated with transportation and landfill disposal. Landfill gas is comprised of roughly 50% methane (CH<sub>4</sub>) and 50% carbon dioxide (CO<sub>2</sub>). Methane is generated from the anaerobic (lack of oxygen) decomposition of waste materials. Different greenhouse gases have more heat holding capability in the atmosphere: methane can hold 25 times more heat than carbon dioxide.

Organics decompose aerobically (with oxygen) through a composting process and hence produce mostly carbon dioxide. Therefore, the scarce amount of methane generated through composting instead of landfilling has a significant impact on the generation of greenhouse gases.

The main solid waste goal in the Tallahassee-Leon County 2030 Comprehensive Plan states that solid waste principles should be implemented in the following order: Prevention, Reduction, Re-Use, Recycling, and Disposal. Similarly, the Institute for Local Self Reliance (ILSR) developed a hierarchy that highlights the importance of source reduction, food rescue, and locally-based composting solutions as a first priority over large-scale regional solutions. The ILSR Hierarchy is presented in **Exhibit 1**. Composting can be small scale and large scale, and everything in between, but too often home composting, on-site composting, community-scale composting, and on-farm composting are overlooked. Anaerobic digestion systems come in different sizes as well. The ILSR Hierarchy

MEMORANDUM  
September 2, 2020  
Page 16

addresses issues of scale and community benefits when considering what strategies and infrastructure to pursue for food waste reduction and recovery.

Exhibit 1. ILSR Hierarchy to Reduce Waste & Grow Community



The organic fraction of the waste stream represents a significant opportunity to increase waste diversion in both the City and County. Between 70,000 and 80,000 tons of organics are landfilled each year.

As presented in **Table 5**, landfilled organics include:

- 36,000 to 41,000 tons of food scraps,
- 27,100 tons of compostable paper (includes low grade paper such as napkins, tissues, and paper towels), and
- 8,300 to 11,500 tons of yard trash (leaves, grass, and brush).

## Edible Food Rescue

The City and County are served by Second Harvest of the Big Bend Food Bank which partners with retail grocers to “rescue” food directly from store shelves, preventing thousands of pounds of food from going to waste each year. Second Harvest is a member of Feeding America, the national food bank network.

MEMORANDUM  
September 2, 2020  
Page 17

Second Harvest of the Big Bend food bank works with a network of 135 partner agencies across 11 counties in the Big Bend to distribute enough healthy and nutritious food each month for 786,127 meals. The food industry is the backbone of food banking. Many local and national companies donate food to the Second Harvest, including:

- Distributors
- Farmers
- Food Brokers
- Manufacturers
- Foodservice Operations
- Retailers
- Wholesalers

Technical assistance provided to local businesses could help reduce the volume of surplus food generated and direct edible food to a food rescue program offered by Second Harvest. Site assessments can identify and estimate the types and quantities of surplus food that could be directed to people, animals, or livestock, along with an infrastructure necessary to redistribute the food.

## Organics Composting Programs

Inedible food that cannot be rescued can instead be diverted to a composting program. Instead of developing a central composting facility, the County and City could consider establishing a network of smaller composting sites, often referred to a decentralized composting network. Decentralized composting networks can reduce the carbon footprint of collection and transportation and can be customized to localized situations without requiring large capital investment in equipment. The City of Austin, Texas has recognized the value of a decentralized composting network and as a result, the City has adopted a highest and best use philosophy for city collection programs of residential food scraps to guide its planning and has initiated the following new programs:

- Expanding its home composting incentive program to encourage the development of home and onsite composting; and
- Establishing composting trainings at community gardens and implementing a junior composter and master composter training program

## DEVELOP ORGANIC DIVERSION POLICIES

### Commercially-Generated Organics

Efforts to require commercial generators within the County to separate food waste would divert increasing quantities of commercial organics. To effect this change, the County and City will need to develop and adopt an ordinance that requires waste generators to source separate organics from other waste, and set the organics out for collection. Consideration could also be given to provide for the composting of soiled paper products which has the potential to divert additional material from landfill disposal.

MEMORANDUM  
September 2, 2020  
Page 18

For such a policy to be feasible, the County must first establish the infrastructure to accommodate increased composting. Once the infrastructure is established and the resources have been allocated to successfully manage compostable materials, the County could require the source separation and diversion of food waste from commercial generators.

Jurisdictions have implemented disposal bans for commercially generated food waste. The Massachusetts Department of Environmental Protection (MassDEP) instituted a statewide ban in 2014 of food waste for businesses and institutions that dispose of one ton or more of these materials per week. In conjunction with the ban, the MassDEP launched an education and outreach program that provides guidance for entities impacted by the ban. Businesses are encouraged to reduce and donate excess food as a starting point. The State also assists in setting up a diversion program by providing food waste best management practices and tips on finding haulers and facilities where food waste may be disposed.

The County's priority should be to first encourage donation of edible food for consumption by humans before diverting food scraps to a composting program. The County could identify major food waste generators and seek to pair them with organizations/charities for food donation or local farmers that can use food waste in livestock production. Information on food waste generators and potential donation and reuse opportunities could be listed on the County's website.

## Residential Organics

Once the commercial food waste diversion and composting programs are implemented, the County may consider implementing residential food waste collection and composting. It would involve residents separating organic materials from other waste they generate at their homes, and place it in a container for separate collection.

## 6 CONCLUSION

The rapid population growth experienced in Leon County between 1930 and 2010 is has slowed considerably, and is expected to remain relatively stable at less than 1% annual growth through 2045. Waste and recyclable material generation is correlated to population growth, so modest increases are also expected. As it relates to recyclable materials, their value is tied to global markets and have been and will likely continue to be volatile. This, combined with lightweighting of packaging and containers is reflected in processing costs, which are commonly offset by the value of the recyclable materials. Given the current arrangement with Marpan, proposed changes in State law, if enacted, are not expected to impact the County and City due to the historically low contamination rate.

In terms of unmet needs, the greatest opportunity to lower processing costs is to focus on the recyclable materials that have the greatest value in the marketplace. This presents an opportunity to remove certain plastics (#3-#7) and glass from the curbside collection program as well as to align the County's and City's recycling education messaging and outreach. Beyond this initiative, the County could advance its sustainability program by focusing on increasing recycling within the commercial sector and targeting beneficial use of organics currently disposed. Specific options will be explored further in the Task 4 Feasibility Study Memorandum.

**Attachment 3**  
**Task 4 Memorandum – Assessment of Recycling Options**



September 2, 2020  
File No. 09220053.00

## MEMORANDUM

TO: Andrew Johnson, MPA/MSP, Leon County  
Robert Wigen, City of Tallahassee

FROM: Stacey Demers, SCS Engineers  
Daniel Dietch, SCS Engineers

SUBJECT: Recycling Options Analysis  
Task 4 – Assessment of Recycling Options

## 1 MEMORANDUM OVERVIEW

Both the City and County rely on Marpan in Tallahassee to process their recyclables. In 2019, Marpan requested its third rate increase in as many years. Starting even before China implemented Operation National Sword in 2018, recycling processors have been challenged to find stable markets for recyclable materials. Operation National Sword and similar policies in Thailand, Vietnam, India and Malaysia have banned the import of certain types of scrap materials and/or implemented much stricter and more rigorous contamination standards for materials accepted. As a result, there is an over-saturation of the domestic recycling market as materials that had been previously sent to China and other foreign markets. This has led to depressed pricing for recycled commodities. Across the country, local governments who had become accustomed to receiving operational cost offsets from their recyclable materials are now paying higher fees to continue their recycling programs. Assessing this situation and potential alternatives is the primary focus of this and previous memoranda. A secondary focus is to identify opportunities to increase recycling County-wide to meet the State of Florida's 75% recycling goal.

## 2 EXISTING RECYCLING SYSTEM

### CITY/COUNTY MANAGED RECYCLING QUANTITIES

In 2018, the City and County generated 756,802 tons of waste materials. Of this quantity, 41% or 307,381 tons is municipal solid waste (MSW); the remaining portion is construction and demolition materials (C&D), the majority of which is recycled. Of the 307,381 tons of MSW generated in 2018 by the City and County, 76,535 tons or 25% is recycled. Of the 76,535 tons that were recycled in 2018, 20,813 tons or 27% was collected through City and County management (the City's contract and the County's franchise agreement with WastePro). **Exhibit 1** illustrates the proportion of City/County managed recycling.



Exhibit 1. Proportion of City/County Managed Recycling

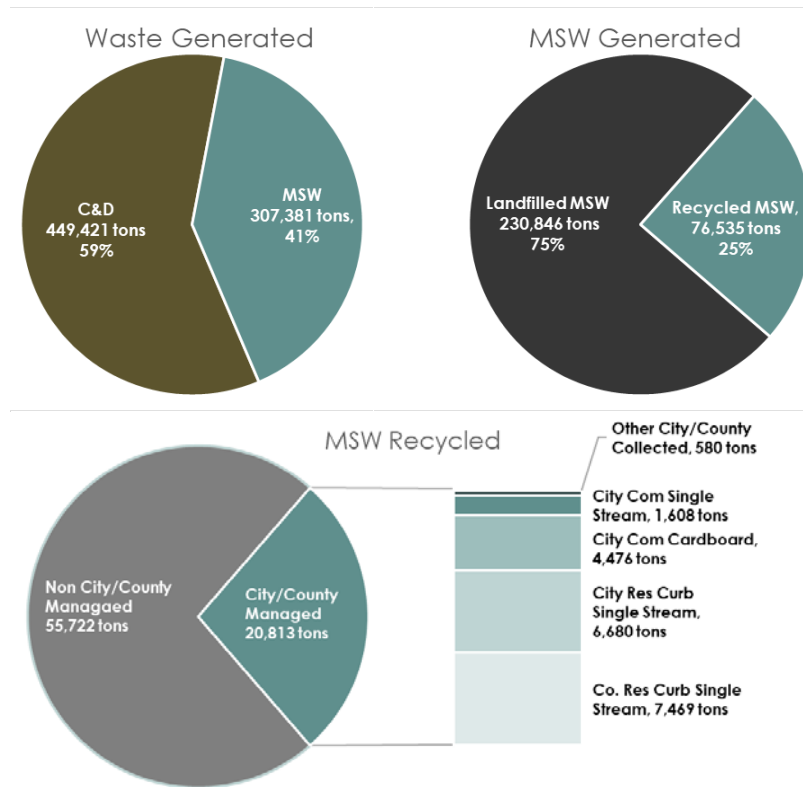


Table 1 presents the recyclable materials managed by the City and County in 2018.

Table 1. Annual City and County Managed Recycling Tonnage (2018)

Month	Leon County				City of Tallahassee				City/County				
	Residential Curbside Single Stream	RWSC Single Stream	Other Single Stream	Total	Residential Curbside Single Stream	Commercial Single Stream	Commercial Office Paper	Commercial Cardboard	Total	Single Stream	Office Paper & Cardboard	Total	
2018	Jan	605	36	21	661	642	149	0	326	1,117	1,451	326	1,778
	Feb	454	25	16	494	591	84	0	380	1,055	1,169	380	1,549
	Mar	544	31	17	591	635	93	0	391	1,118	1,319	391	1,709
	Apr	514	26	16	556	595	134	0	355	1,084	1,284	355	1,639
	May	555	34	24	613	618	163	0	398	1,179	1,394	398	1,792
	Jun	587	26	21	635	612	144	0	353	1,108	1,390	353	1,743
	Jul	570	29	18	617	603	142	0	371	1,117	1,362	371	1,734
	Aug	657	26	30	713	672	161	0	432	1,265	1,546	432	1,978
	Sep	620	27	14	660	197	131	6	326	661	988	333	1,321
Oct	776	27	17	820	522	119	0	356	996	1,460	356	1,816	

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 3

Month	Leon County				City of Tallahassee					City/County			
	Residential Curbside Single Stream	RWSC Single Stream	Other Single Stream	Total	Residential Curbside Single Stream	Commercial Single Stream	Commercial Office Paper	Commercial Cardboard	Total	Single Stream	Office Paper & Cardboard	Total	
2018	Nov	786	31	14	831	475	136	6	369	986	1,442	375	1,817
	Dec	802	31	14	846	518	154	0	419	1,091	1,518	419	1,938
	<b>Total</b>	<b>7,469</b>	<b>347</b>	<b>221</b>	<b>8,037</b>	<b>6,680</b>	<b>1,608</b>	<b>13</b>	<b>4,476</b>	<b>12,776</b>	<b>16,325</b>	<b>4,488</b>	<b>20,813</b>

## CITY/COUNTY RECYCLING COSTS

Like most U.S. communities before 2018, the City and County had offset the cost of collection and processing recyclables with a portion of the sale of the processed recyclable materials. Marpan offers the City and County a rebate based on the average market value (AMV) of the processed recyclables. Exhibit 2 presents the composition and current market value of recyclable materials processed by Marpan for May 2020. While a few materials have a high market value (e.g., HDPE, Aluminum Cans, and Corrugated Cardboard), they represent smaller portions of the recyclables managed by the City and County.

Exhibit 2. Composition and Associated Market Value of Single Stream Recyclables

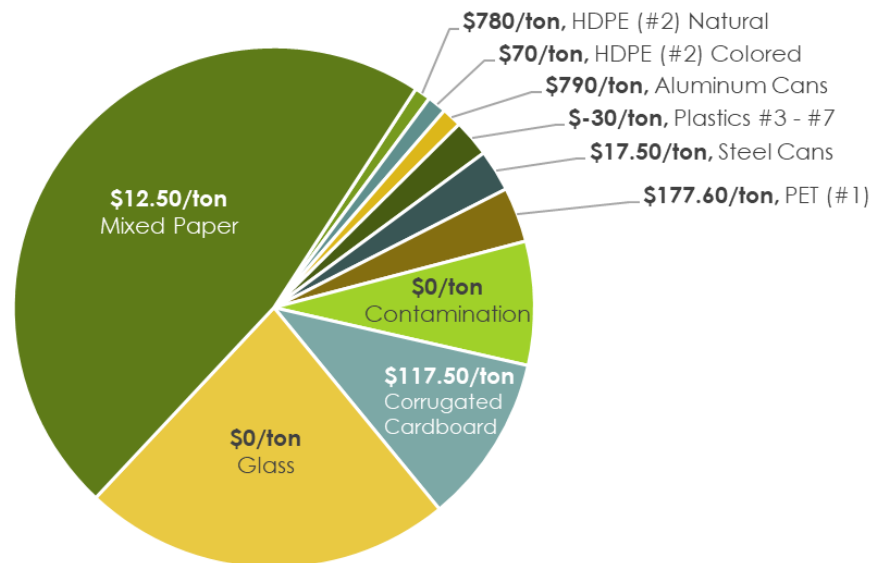


Table 2 presents the calculation of the AMV for single stream recyclables for May 2020. The AMV is a weighted average of each material's market value by the proportion of each material in the single stream recyclables.

Table 2. Adjusted Market Value for Single Stream Recyclables  
May 2020

Single Stream Recycling Material	Proportion	Market Value (\$/Ton)
Corrugated Cardboard	10.5%	\$117.50
Mixed Paper	47.2%	\$12.50
Steel Cans	2.6%	\$17.50
Aluminum Cans	1.2%	\$790.00
Plastics #3 - #7	2.3%	-\$30.00
PET (#1)	3.4%	\$177.60
HDPE (#2) Natural	1.0%	\$780.00
HDPE (#2) Colored	1.2%	\$70.00
Glass	22.9%	\$0.00
Contamination	7.7%	\$0.00
<b>Adjusted Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$42.39</b>

The City collects commercial office paper and cardboard that are separated from other recyclables. Since these materials do not need to be conveyed through the single stream processing system, Marpan does not charge a processing fee and provides a rebate that is 50% of the market value. **Table 3** presents the rebate for commercial corrugated cardboard and office paper collected by the City.

Table 3. Adjusted Market Value (Rebate) for Commercial  
Corrugated Cardboard and Office Paper

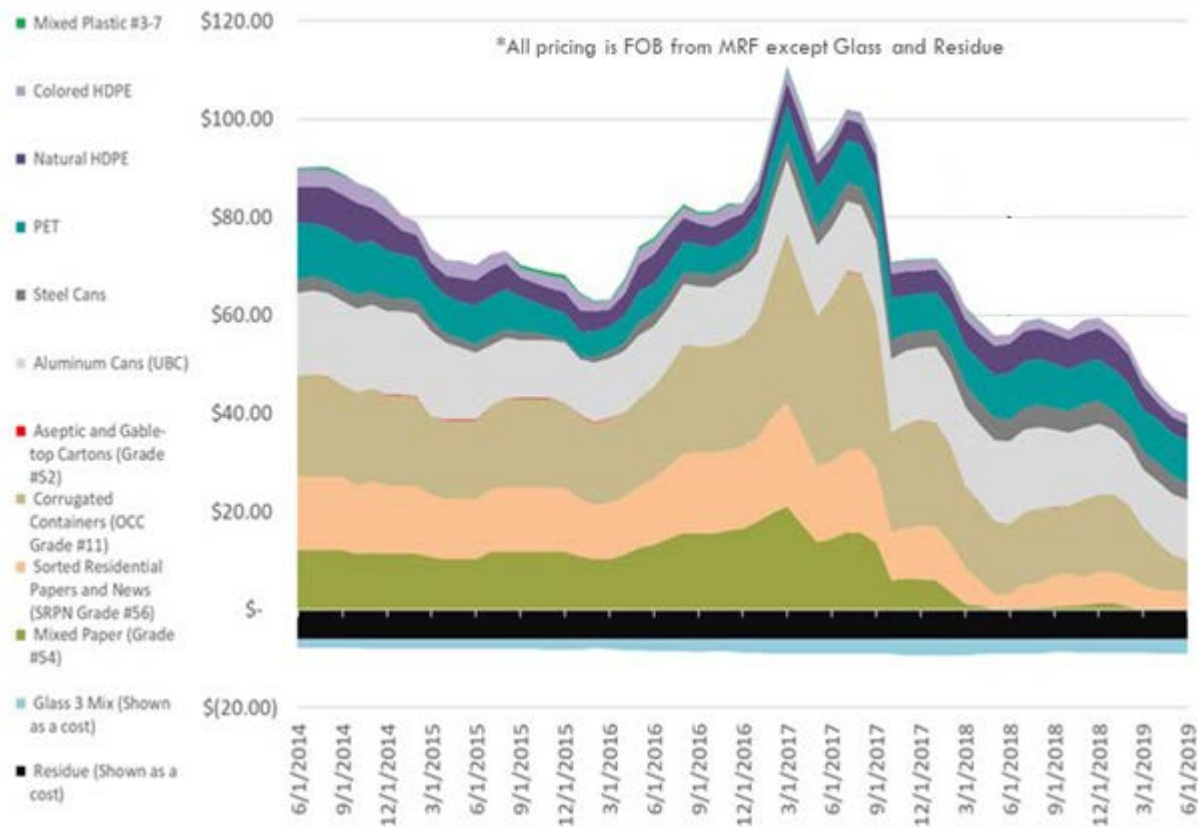
Material	Market Value (\$/Ton)	% of Market Value	Adjusted Market Value (\$/Ton)
Corrugated Cardboard	\$117.50	50%	\$58.75
Office Paper	\$12.50	50%	\$6.25

Since January 2018, when China implemented their Operation National Sword, Marpan has increased processing fees to meet higher standards for recovered materials. Additionally, without Chinese markets, the oversaturation of recovered material has reduced its market value. Marpan has proposed its third rate increase in as many years which has had a significant impact on the City and County recycling programs.

The pricing structure reflects an element of shared risk of changes in the recycling market commodity value as evidenced in **Exhibit 3**.

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 5

Exhibit 3. Changes in Recyclable Commodity Pricing between 2014 and 2019



This balancing mechanism as reflected in the processing fee and portion of shared AMV has changed several times in the last six years to largely reflect external market conditions. In 2014, Marpan charged a processing fee of \$50 per ton which was offset by a rebate of 50% of the AMV. In 2016, Marpan charged a processing fee of \$79 per ton which was offset by an increased rebate of 80% of the AMV. In 2019, the processing fee increased to \$80.25 per ton and the rebate decreased to 40% of the AMV. In 2020, it is planned for the County’s processing fee to further increase to \$89 per ton and the rebate to decrease further to just 30% of AMV. The City’s contract with Marpan for processing recyclables expires January 2021 and the City does not have a proposed processing fee basis beyond the contract expiration. The analysis assumes that the City will have the same rate increase as proposed to the County.

**Table 4** shows the impact of both Marpan’s increased processing fees and the decrease in the adjusted market value for single stream recycling materials. Since at least 2014, the decline in market value of recovered materials in addition to increased processing fees have resulted in additional costs for recycling in Leon County (inclusive of the City) of about \$1M (\$771,000 in 2020 and estimated additional \$229,000 in 2021).

Table 4. Effect of Changing Market Conditions and Contract Provisions

Single Stream Cost Item	Marpan Contract Conditions			
	2014	2016	2019	2020
Processing Fee	\$50.00	\$79.00	\$80.25	\$89.00
Adjusted Market Value (AMV) <sup>1</sup>	\$128.00	\$80.00	\$45.00	\$42.39
Rebate (% of AMV)	50%	80%	40%	30%
<b>Unit Cost (\$/Ton) <sup>2</sup></b>	<b>-\$14.00</b>	<b>\$15.00</b>	<b>\$62.25</b>	<b>\$76.28</b>
<i>Change (\$/Ton)</i>	--	--	+ \$47.25	+ \$14.03
<b>Annual Cost <sup>3</sup></b>	<b>-\$228,554</b>	<b>\$244,879</b>	<b>\$1,016,249</b>	<b>\$1,245,360</b>
<i>Change</i>	--	--	+ \$771K	+ \$229K

AMV for 2014 was based on 3/12/14 agreement with Marpan. AMV for 2016

<sup>1</sup> estimated conservatively at \$80/ton. AMV for 2019 and 2020 estimated from May 2020 AMV calculation.

<sup>2</sup> Unit Cost = Processing Fee - (AMV \* Rebate)

<sup>3</sup> Assumes 2018 Annual City/County Collected Single Stream Recycling tonnage of 16,325 tons.

### 3 RECYCLING PROGRAM OPTIONS

#### USE AN OUT-OF-COUNTY MRF

The feasibility for using an out-of-county MRF to process single stream recyclables generated by the City and County depends on the cost to transport recyclable materials to the selected MRF and the processing fees charged by the selected MRF. Two methods of transporting recyclables are assessed: direct haul and aggregation/transfer. Direct haul involves the same vehicles that collect the single stream recyclables curbside also transporting the recyclables to the selected MRF. Aggregation and transfer involves the collection vehicles delivering recyclables to a single location where they are aggregated and loaded into larger vehicles for hauling to the selected out-of-county MRF.

#### Collection & Transportation

The County's franchise agreement with WastePro specifies that recyclable materials be delivered to a recycling processing facility in Leon County. The City's collection contract with WastePro specifies that recyclable materials be delivered to Marpan in Tallahassee. Recycling facilities that can process single stream recyclables are limited in Florida's panhandle. As shown in **Exhibit 4**, there are several in-county and nearby material recycling facilities (MRFs); however, there are only two that are capable of processing single stream recyclables which are presented in **Table 5**.

Exhibit 4. Recycling Processing Facilities that can Process Single Stream Recyclables

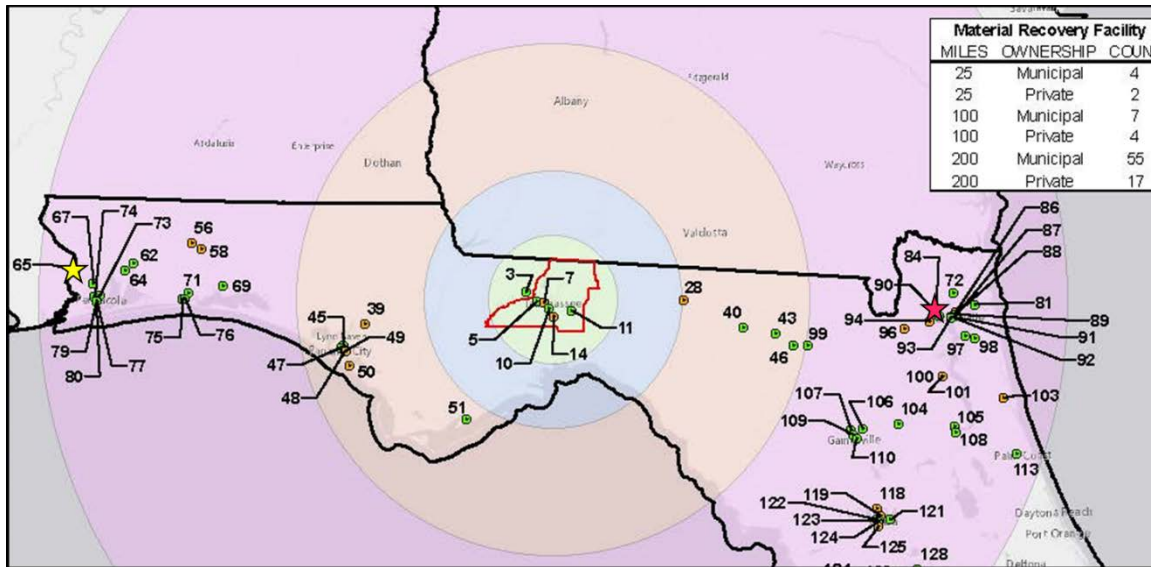


Table 5. MRFS Capable of Processing Single Stream Recyclables

Site Number	Site Symbol	Facility Name	City
65	★	Emerald Coast Utilities Authority	Cantonment
84	★	Republic Services North Florida	Jacksonville

### Direct Haul

Collection vehicles have intricate machinery that facilitate curbside collection and compaction of waste and recyclable materials. These vehicles are typically not used to transport materials long distances; however, some communities may opt to do so on a temporary basis or when capital costs for the development of an aggregation facility are prohibitive. The analysis below illustrates costs related to directly hauling recyclables to an out-of-county MRF, whether short-term or long-term, to better understand the cost implications related using a MRF other than Marpan.

The County's franchise agreement does not address changes in the recycling processing facility; however, section 3.4.3 of the City's collection contract indicates that the cost of delivering recyclables to a facility beyond 20 miles of the City's centroid is \$1.50 per ton multiplied by the number of one-way trips. This cost likely includes labor, fuel and added wear and tear on collection vehicles for short-term use of an out-of-county MRF. Long-term use of an out-of-county MRF may increase Waste Pro's collection costs. Even though this cost increase is not specified in the County's franchise agreement, it is used to estimate additional costs related to directing recyclables to an out-of-county MRF.



Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 8

To estimate the number of vehicle loads, the annual quantity of recyclables was divided by 3.6 tons of recyclables per collection vehicle. As shown in **Table 6**, it is estimated that there are 5,781 loads of recyclables collected from the City and County.

Table 6. Estimated Annual Number of Loads with Recyclables

Metric	City	County	Total
Annual Tons Recyclables Collected	12,776	8,037	20,813
Average Tons/Load	3.6	3.6	3.6
<b>Annual Number of Loads</b>	<b>3,549</b>	<b>2,233</b>	<b>5,781</b>

Using the formula in the City’s contract, the annual costs of transporting City and County recyclables to either MRF identified in **Table 5** was calculated. The number of one-way trips is double the number of loads since each load requires two one-way trips (there and back). Also, 20 miles is subtracted from the “miles from City Centroid” since the \$1.50 per mile is applied to mileage over 20 miles. **Table 7** presents estimated annual costs related to the direct haul of recyclables to out-of-county MRFs. The annual cost is estimated to be between \$2.5M and \$3.2M annually (depending on the selected MRF). Unit costs are between \$120 and \$152 per ton.

Table 7. Estimated Annual Cost for Direct Haul to Out-of-County MRFs

Site Symbol	Facility Name	City	Miles from City Centroid	Number of 1-Way Trips	Annual Transport Cost	Annual Transport Cost/Ton
★	Emerald Coast Utilities Authority	Cantonment	203	11,562	\$3,173,769	\$152.49
★	Republic Services North Florida	Jacksonville	163	11,562	\$2,480,049	\$119.16

As expected, the high cost to directly haul recyclables in collection vehicles to an out-of-county MRF makes this option infeasible as a long-term solution.

### Aggregation and Transfer

Similar to the management of waste, the aggregation of recyclables at the County’s transfer station and use of transfer trailers for hauling to out-of-county MRFs would incur less costs than direct hauling. Costs related to the aggregation and transfer of waste to out-of-county Springhill Landfill in Campbellton were used to estimate aggregation and transfer of recyclables.

In 2018, the County contracted with Waste Management to transfer 305,014 tons of MSW (including some C&D) to the Springhill Landfill. The contracted cost for transfer is \$11.50 per ton, which amounted to over \$3.5M in 2018. On average, there are 40 transferred loads per day, five days per week totaling 10,400 transferred loads annually. Dividing the annual cost by the number of transferred loads is \$337.28 per load. Dividing the cost per load by 83 miles (the distance from the Leon County Transfer Station to the Springhill Landfill) results in a cost of \$4.06 per mile. **Table 8** presents the derivation of the \$4.06 per mile estimate.



Table 8. Estimated Cost per Mile for Out-of-County Transfer

Metric	Result
Annual MSW Tons Transferred <sup>1</sup>	305,014
Annual Transportation Costs <sup>2</sup>	\$3,507,700
Annual Number of Transferred Loads <sup>3</sup>	10,400
Cost per Load <sup>4</sup>	\$337.28
Cost per Mile <sup>5</sup>	\$4.06

<sup>1</sup> From Task 2 memo, Table 9

<sup>2</sup> 305,014 tons multiplied by transportation costs of \$11.50/ton

<sup>3</sup> From Task 2 memo, average 40 loads per day multiplied by 5 days per week multiplied by 52 weeks per year

<sup>4</sup> Annual Transportation Cost divided by the annual number of transferred loads

<sup>5</sup> Cost per Load divided by 83 miles (distance from Leon County Transfer Station to Springhill Landfill)

Applying \$4.06 per mile (from **Table 8**) to the mileage of the out-of-county MRFs, each transfer trailer of recyclables will cost between \$691 and \$809 to transport (depending on the MRF selected). Assuming that three collection vehicle quantities can be contained in a transfer trailer of recyclables, each transfer trailer of recyclables will contain about 10.8 tons. Dividing the annual City/County managed single stream recyclables of 16,325 tons by an average of 10.8 tons per transfer trailer, it is estimated that 1,512 transfer trailer trips will be required annually. **Table 9** presents annual transportation costs related to aggregating and transfer of recyclables to be between \$1M and \$1.22M. This equates to a unit cost of between \$50 and \$59 per ton.

Table 9. Estimated Transportation Cost for Transfer to Out-of-County MRFs

Metric	Emerald Coast Utilities Authority	Republic Services North Florida
Cost per Mile <sup>1</sup>	\$4.06	\$4.06
Miles from Leon Co Transfer Station	199	170
<b>Cost per Load <sup>2</sup></b>	<b>\$808.66</b>	<b>\$690.81</b>
Annual Single Stream Tons Transferred <sup>3</sup>	16,325	16,325
Tons Recyclables per Transfer Vehicle Load <sup>4</sup>	10.8	10.8
Annual Number of Transferred Loads <sup>5</sup>	1,512	1,512
<b>Annual Transportation Costs <sup>6</sup></b>	<b>\$1,222,400</b>	<b>\$1,044,200</b>
<b>Annual Transportation Costs - per ton <sup>7</sup></b>	<b>\$58.73</b>	<b>\$50.17</b>

<sup>1</sup> From Table 8

<sup>2</sup> Cost per Mile multiplied by the number of miles

<sup>3</sup> Recycling quantities from both City and County, 2018

<sup>4</sup> Assumes each transfer trailer holds 10.8 tons of single stream recyclables (about three collection loads, each averaging 3.6 tons)

<sup>5</sup> Annual tons divided by 10.8 tons per transfer trailer

<sup>6</sup> Cost per Load multiplied by the Annual Number of Transferred Loads

<sup>7</sup> Annual Transportation Costs divided by 16,325 tons of single stream recyclables (2018)

It is important to note that modifications to the Leon County Transfer Station to allow aggregation of single stream recyclables has not been included in the transportation estimates presented in **Table 9**. However, there are physical and operational constraints associated with using the Leon County Transfer Station that aside from the cost infeasibility of using the facility for recyclables, render this option impractical for the following reasons:

- **Operational Hours** – The transfer station is open 13.5 hours per day, Monday through Friday (3:00 am to 4:30 pm) and 3.5 hours on Saturdays (8:00 am to 11:30 am). The current operating schedule and space is used to provide aggregation and transfer services for waste. Using the same space to aggregate and transfer recyclables would require a second operational shift; however, DEP will not allow the transfer station to operate 24 hours per day.
- **Logistics to Keep Waste Separate from Recyclables** - It is estimated that on average about 23 loads of recyclables would be delivered to the transfer station (14 with recyclables collected from the City and 9 from the County). Recyclables are collected during the day at the same time that trash is collected. Keeping the recyclables separated from trash and switching loading operations to focus on recyclables will be difficult and require significant logistical planning, additional labor, and potentially additional space.

## Summary Annual Costs for Use of Out-of-County MRFs

**Table 10** presents the annual costs for using out-of-county MRFs to process single-stream recyclables. Annual costs related to Marpan’s planned contract adjustments for 2020 are still the

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 11

least costly for the City and County by at least \$540,000 per year. **Exhibit 5** presents the annual costs graphically.

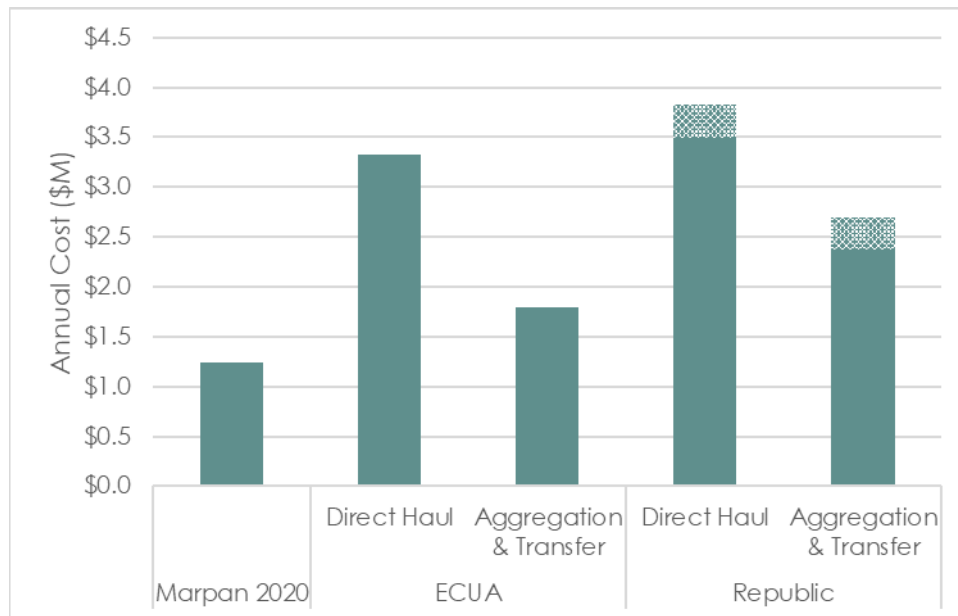
Table 10. Recycling Transportation and Processing Cost Comparison

Cost Item	Marpan 2020	Emerald Coast Utilities Authority		Republic Services North Florida	
	Direct Haul	Direct Haul	Aggregation & Transfer <sup>1</sup>	Direct Haul	Aggregation & Transfer <sup>1</sup>
Location	Tallahassee	Cantonment		Jacksonville	
Transportation Cost	NA	\$152.49	\$58.73	\$119.16	\$50.17
<b>Processing Cost</b>					
Processing Fee	\$89.00	\$51.00	\$51.00	\$95.00 - \$115.00	\$95.00 - \$115.00
Adjusted Market Value (AMV)	\$42.39	\$42.39	\$42.39	\$42.39	\$42.39
Rebate (% of AMV)	30%	0%	0%	0%	0%
<b>Final Processing Cost</b>	<b>\$76.28</b>	<b>\$51.00</b>	<b>\$51.00</b>	<b>\$95.00 - \$115.00</b>	<b>\$95.00 - \$115.00</b>
<b>Unit Transportation/Processing Cost (\$/Ton)</b>	<b>\$76.28</b>	<b>\$203.49</b>	<b>\$109.73</b>	<b>\$214.16 - \$234.16</b>	<b>\$145.17 - \$165.17</b>
Annual Single Stream Recyclables (tons)	16,325	16,325	16,325	16,325	16,325
<b>Annual Transportation/Processing Cost</b>	<b>\$1.25M</b>	<b>\$3.32M</b>	<b>\$1.79M</b>	<b>\$3.50M - \$3.82M</b>	<b>\$2.370M - \$2.7M</b>

<sup>1</sup> Cost does not include modifications to transfer station nor added staff time

Even with the increased processing cost and reduced rebate, Marpan still provides the best value for managing recyclables from the City and County. Neither of the out-of-county MRFs offer a rebate and the Republic Services North Florida has a much higher processing fee than Marpan. The long-haul transportation costs to Emerald Coast Utilities Authority MRF overshadows its lower processing fees making the cost far more expensive than using Marpan.

Exhibit 5. Comparison of Annual Cost Related to Using an Out-of-County MRF to Process Single Stream Recyclables



## POTENTIAL SINGLE STREAM ALTERNATIVES

### Remove Mixed Plastics From Recycling Program

Due to difficult market conditions since implementation of China's National Sword policies, some communities have discontinued mixed plastics, specifically those with a #3 through #7, from their curbside collection programs. Plastic resins are indicated by a number typically molded on the bottom of the container. The following numbers are used to identify resin type:

- "1" signifies that the product is made out of polyethylene terephthalate (PET). PET is the primary resin for water, soda, and other food products.
- "2" signifies high-density polyethylene (HDPE). HDPE is used in translucent form for milk jugs and in colored form for detergent bottles.
- "3" signifies polyvinyl chloride (PVC). PVC is used in pipes, siding, and flooring.
- "4" signifies low-density polyethylene (LDPE). LDPE is used for many plastic bags, six-pack rings, and tubing.
- "5" signifies polypropylene (PP). PP is used in some food containers but also often in auto parts.
- "6" signifies polystyrene (PS). PS is used often for plastic utensils, Styrofoam, and cafeteria trays.
- "7" signifies other plastics, such as acrylic, nylon, polycarbonate and polylactic acid (PLA).

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 13

Plastic bottles made from PET (#1) or HDPE (#2) are included in almost all recycling programs across the U.S. and have established markets. Mixed plastics, usually indicated by #3-#7, are not widely used and have limited marketability. Currently, mixed plastics are the only material for which Marpan incurs a cost for final disposal at \$30/ton. Mixed plastics represent just 2.3% of curbside single stream recyclables; therefore, eliminating mixed plastics from the recycling program has a minor effect on the AMV, specifically an increase to \$44.10 per ton (\$1.72 per ton higher than including mixed plastics) as presented in **Table 11**.

Table 11. Effect of Eliminating Mixed Plastics on Average Market Value (AMV)

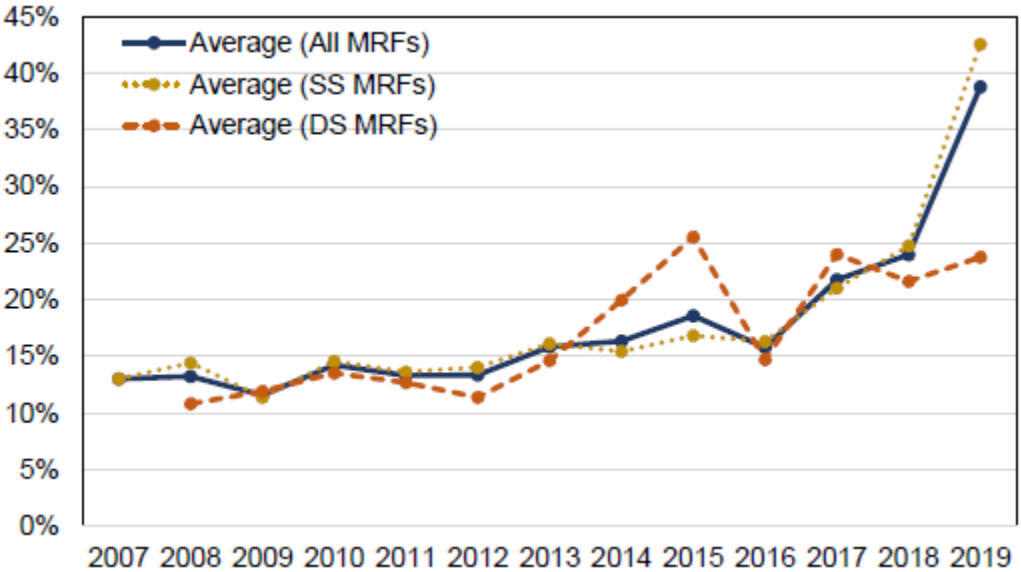
Single Stream Recycling Material	Proportion <sup>1</sup>	Market Value (\$/Ton)
Corrugated Cardboard	10.7%	\$117.50
Mixed Paper	48.3%	\$12.50
Steel Cans	2.7%	\$17.50
Aluminum Cans	1.3%	\$790.00
Plastics #3 - #7	NA	NA
PET (#1)	3.5%	\$177.60
HDPE (#2) Natural	1.0%	\$780.00
HDPE (#2) Colored	1.2%	\$70.00
Glass	23.5%	\$0.00
Contamination	7.9%	\$0.00
<b>Adjusted Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$44.10</b>

<sup>1</sup> Material proportions remain relatively consistent with the removal of Plastic #3 - #7.

## Address Glass and Contamination Disposal Cost in Marpan Contract

Currently, the proportion of glass and contamination comprise over 30% of single stream recyclables, and both incur disposal costs similar to mixed plastic. However, the AMV incorporates a \$0 per ton market value for these materials, which is a benefit to the City and County. MRF contracts usually include a disposal fee in the AMV to cover transportation costs and landfill tipping fees associated with contamination (or rejects as it is defined in the agreements between Marpan and the City and County). However, contractually this assumes that inbound loads of recyclables contain less than 15% rejects by volume as visually inspected. In the event this threshold is breached, the City and County would be responsible for the disposal costs. While contamination has historically not been an issue with the recyclables delivered to Marpan from the City and County, a March 2020 report prepared for the Florida Recycling Partnership Foundation entitled Examining Contamination Rates at Florida Materials Recovery Facilities reveals that contamination is much greater throughout Florida as presented below in **Exhibit 6** based on responses from ten (out of 26) Florida MRFs.

Exhibit 6. Estimated Average Percent of Total Inbound Contamination for All, Single Stream (SS) and Dual Stream (DS) MRFs for Years 2007 to 2019



As reflected in **Exhibit 6**, the average contamination has increased by nearly 300% from approximately 13% to more than 40% between 2007 and 2019.

Further, while there are glass markets, usually the cost to transport heavy glass materials are greater than the market value; hence, the AMV typically has a fee to cover the expense of transporting glass to a market.

As presented in **Table 12** below, the AMV can be as much as \$4.59 lower if Marpan incorporates the costs for glass in the calculation of the AMV. The City and County will receive a rebate equivalent to 30% of the AMV; therefore, decreases to the AMV will reduce the rebate. As the treatment of glass in the AMV is not formalized in the Agreements between Marpan and the City and County, it is advisable to formally address the market value of glass. Similarly, the City and County may want to negotiate a higher threshold for rejects to mitigate the impacts to the AMV should the level of inbound contamination increase beyond 15%.

Table 12. Effect of Glass Disposal Costs on Average Market Value (AMV)

Single Stream Recycling Material	Proportion	Average Market Value (\$/Ton)	
		May 2020	With Glass Disposal
Corrugated Cardboard	10.5%	\$117.50	\$117.50
Mixed Paper	47.2%	\$12.50	\$12.50
Steel Cans	2.6%	\$17.50	\$17.50
Aluminum Cans	1.2%	\$790.00	\$790.00
Plastics #3 - #7	2.3%	-\$30.00	-\$30.00
PET (#1)	3.4%	\$177.60	\$177.60
HDPE (#2) Natural	1.0%	\$780.00	\$780.00
HDPE (#2) Colored	1.2%	\$70.00	\$70.00
Glass	22.9%	\$0.00	-\$20.00
Contamination	7.7%	\$0.00	\$0.00
<b>Adjusted Market Value (\$/Ton)</b>	<b>100.0%</b>	<b>\$42.39</b>	<b>\$37.80</b>
<i>Change</i>			-\$4.59

Because the current contract does not include transportation/disposal fees related to glass, there is currently no consequence for continuing to include glass in single stream recycling. City and County residents can continue to enjoy the convenience of recycling glass containers in their curbside programs and the heavy material will county towards waste diversion goals. To maintain these benefits and avoid fees related to glass recycling, it is important that the City and County formalize the current lack of disposal charges in their agreements with Marpan.

## Recycling Costs Related to Adjustments in Collection and Contract Provisions

The AMV is based on 1) the composition of recyclable materials collected in single stream recycling and 2) the market value of individual commodities. The composition of recyclable materials is based on periodic studies that measure the types and quantities of materials in single stream recyclables. The composition of recyclable materials does not fluctuate significantly unless there is a program modification. The second component of the AMV, the market value of individual commodities, can experience significant fluctuations from month to month. The market values used to calculate the AMV in **Table 2** are considered low when compared to previous years due to the current market conditions. It is expected that the AMV will remain low for the near term but the industry expects the AMV to increase in the long term when planned recycling infrastructure is developed and operational.

Eliminating mixed plastics from the recycling program and documenting no charge for glass and contamination disposal both affect the AMV. Since the rebate for saleable materials processed at

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 16

the Marpan MRF has decreased to 30%, the effect of these changes is relatively small on the annual costs for recycling incurred by the City and County.

**Table 11** shows that eliminating mixed plastics will increase the AMV by \$1.72 per ton and **Table 12** shows that paying for disposal of glass and contamination in single stream recycling will decrease the AMV by \$4.59 per ton. However, as shown in **Table 13**, the former will decrease annual processing costs by \$8,400 annually and the latter will increase annual disposal costs \$22,500.

Table 13. Effect of Glass and Contamination Disposal Costs on Average Market Value (AMV)

Cost Item	Current (May 2020)	Recycling Program Options	
		Eliminate Mixed Plastics	Include Glass Disposal
Processing Fee	\$89.00	\$89.00	\$89.00
Adjusted Market Value (AMV) <sup>1</sup>	\$42.39	\$44.10	\$37.80
Rebate (% of AMV)	30%	30%	30%
<b>Unit Cost (\$/Ton) <sup>2</sup></b>	<b>\$76.28</b>	<b>\$75.77</b>	<b>\$77.66</b>
<i>Change (\$/Ton)</i>	- -	- \$0.51	+ \$1.38
<b>Annual Cost <sup>3</sup></b>	<b>\$1,245,360</b>	<b>\$1,236,959</b>	<b>\$1,267,822</b>
<i>Change</i>	- -	- \$8.4K	+ \$22.5K

<sup>1</sup> Assumes May 2020 market value for comparison

<sup>2</sup> Unit Cost = Processing Fee - (AMV \* Rebate)

<sup>3</sup> Assumes 2018 Annual City/County Collected Single Stream Recycling tonnage of 16,325 tons

While the City and County cannot eliminate contamination, they can formalize the lack of disposal costs related to glass and contamination in their agreements with Marpan to control recycling program costs.

## CONSTRUCTING AND OPERATING A MRF

Instead of using Marpan to process single stream recyclables, the City and County could develop their own processing facility. Capital costs for constructing a single stream processing facility are variable depending on the site, design capacity, and extent of automation and specialized equipment. Based on development of other single stream processing facilities within the past ten years, we estimate that capital costs related to the development of a single-stream MRF are between \$15M and \$25M.



Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 17

Table 14. Unit Costs (\$/Ton) Related to Development of Single Stream Processing MRF

Cost Item	Low	to	High
Capital Cost	\$15,000,000	to	\$25,000,000
<b>Annual Costs</b>			
Annual Amortization of Capital Cost <sup>1</sup>	\$1,091,000	to	\$1,818,000
Annual Operating Costs <sup>2</sup>	\$600,000	to	\$1,000,000
Subtotal Annual Costs	\$1,691,000	to	\$2,818,000
Unit Cost (\$/Ton) <sup>3</sup>	<b>\$81.25</b>	<b>to</b>	<b>\$135.39</b>

<sup>1</sup> Assumes capital costs are amortized over 20 years at an annual interest rate of 4%.

<sup>2</sup> Estimated at four percent of capital cost

<sup>3</sup> Annual amortization of capital costs divided by 20,813 tons (2018)

Unit costs presented in **Table 14** cover capital costs but do not cover annual operating costs nor labor. MRF operating costs include labor, fuel, repairs and maintenance, operating supplies and consumables, safety supplies and training, utilities, and insurance costs. These costs are variable based on changes in volume and composition of single stream recyclables, productivity and efficiency of equipment used, extent of manual labor needed for processing, and repair/maintenance schedules. We estimate annual operating costs to be 4% of the capital cost.

Challenges related to the development of a recycling processing facility include:

- **Increased Risk** – With any new facility, there is risk associated with its implementation. The risk of such a facility is greater if the County opts to develop a facility sized to accept materials collected from programs that are not their own (such as that collected by the commercial sector) or neighboring communities).
- **Cost** – Costs to cover amortized capital expenditures and annual operating expenses equate to between \$81 and \$135 per ton, which mostly exceed the Marpan’s processing fee.
- **Market Development** – If the County were to construct a recycling facility, additional planning would be required to identify markets for materials.

## ISSUING AN RFP FOR RECYCLABLE MATERIALS PROCESSING

Issuing a RFP to secure a new service provider to process recyclable materials is another option available to the City and County. However, as the City and County currently have a local and qualified service provider, it is advisable to first evaluate the quality, cost, and value of the current relationship when deciding whether to renegotiate or recomplete the services. Best practices dictate conducting a thorough assessment of the market for price, level of service and market participants is critical before a decision is made on whether and how to proceed with renegotiations or competitive procurement. **Table 15** presents a comparison of the factors under which the renegotiation and competitive procurement options may be considered, in addition to the advantages and disadvantages of each option.

Table 15. Comparison of the “Renegotiation” Option with the “Competitive Procurement” Option

	<b>Renegotiate</b>	<b>Procure</b>
<b>Factors</b>	<ul style="list-style-type: none"> <li>• Current fees are comparative with the surrounding communities.</li> <li>• Current level of service provided by Marpan is equal to or greater than the City’s/County’s desired level of service.</li> <li>• City/County is generally satisfied with the quality of service.</li> </ul>	<ul style="list-style-type: none"> <li>• Current level of service provided by Marpan is less than the City’s/County’s desired level of service.</li> <li>• Other contractors with strong incentives to gain market share in the area.</li> <li>• Sufficient volume of material allows for economies of scale</li> <li>• Current price is not competitive.</li> </ul>
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• City/County does not have to deal with a transition period and associated transition issues.</li> <li>• Allows a quick turnaround.</li> <li>• Saves the expense associated with implementing and managing a procurement or bid.</li> <li>• Depending on the City’s/County’s negotiating leverage, it provides an opportunity for the County to increase the level of service, if desired, or obtain price concessions by using procurement process as leverage.</li> </ul>	<ul style="list-style-type: none"> <li>• Encourages competitive pricing.</li> <li>• Opportunity to change service level/type and obtain better contract terms.</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Limited negotiation leverage.</li> </ul>	<ul style="list-style-type: none"> <li>• Potential legal action from proposers not selected.</li> <li>• Transition issues.</li> <li>• Time to implement procurement/bidding.</li> <li>• Expenses associated with implementing and managing a procurement/bid.</li> </ul>

In addition, there are a few points to consider. First is that the tonnage of recyclable materials collected in City and County have remained relatively stable in the last few years, so the greatest challenge is sufficient volume to lower processing costs enough to entice a new recycling service provider to enter the local market. Accordingly, based on market conditions, the likelihood of decreasing the processing costs is low. Second, if the City and County elect to issue a RFP, and they sought the services of a qualified consultant to help prepare the procurement documents, assist with evaluating proposals, as well as provide assistance with implementation, the fees for such services could range between \$25,000 and \$100,000 depending on the scope of services. Other considerations

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 19

While note the primary focus of this analysis, there are other options that could increase participation, potentially increase the value of recyclable materials, and enable the County and City to meet the State’s 75% recycling goal.

## EXPAND COMMERCIAL CARDBOARD RECYCLING

The City collects corrugated cardboard that has been segregated from other recyclables from the commercial sector. Since the separated commercial cardboard has very little contamination and does not need to be cleaned up through the single stream processing operation, Marpan offers a rebate to the City that is 50% of the monthly market value. Marpan retains 50% of the market value to cover costs related to baling and finding markets for the cardboard. In May 2020, the market value of cardboard was \$117 per ton, which resulted in a rebate to the City of \$58.75 per ton. Using the May 2020 market value, it is estimated that the City received about \$263K for the 4,476 tons of commercial cardboard delivered to the Marpan MRF.

Additional outreach and communication to commercial businesses to separate and recycling their cardboard can increase the rebate to the City, which would offset costs related to processing single stream recyclables. **Table 16** presents increases in the annual quantity of commercial cardboard collected by the City of 10, 20, 30, and 40 percent and the associated revenue (based on May 2020 market value). Increasing the quantity of commercial cardboard by 40%, from 4,476 tons to 6,270 tons annually, can increase revenue by \$105K.

Table 16. Unit Costs (\$/Ton) Related to Development of Single Stream Processing MRF

Cost Item	Current	Percent Increase in Commercial Cardboard			
		10%	20%	30%	40%
Adjusted Market Value (AMV)	\$58.75	\$58.75	\$58.75	\$58.75	\$58.75
Annual Tons	4,476	4,920	5,370	5,820	6,270
<b>Annual Revenue</b>	<b>\$262,938</b>	<b>\$289,050</b>	<b>\$315,488</b>	<b>\$341,925</b>	<b>\$368,363</b>
<i>Change</i>	- -	+ \$26.1K	+ \$52.5K	+ \$79K	+ \$105.4K

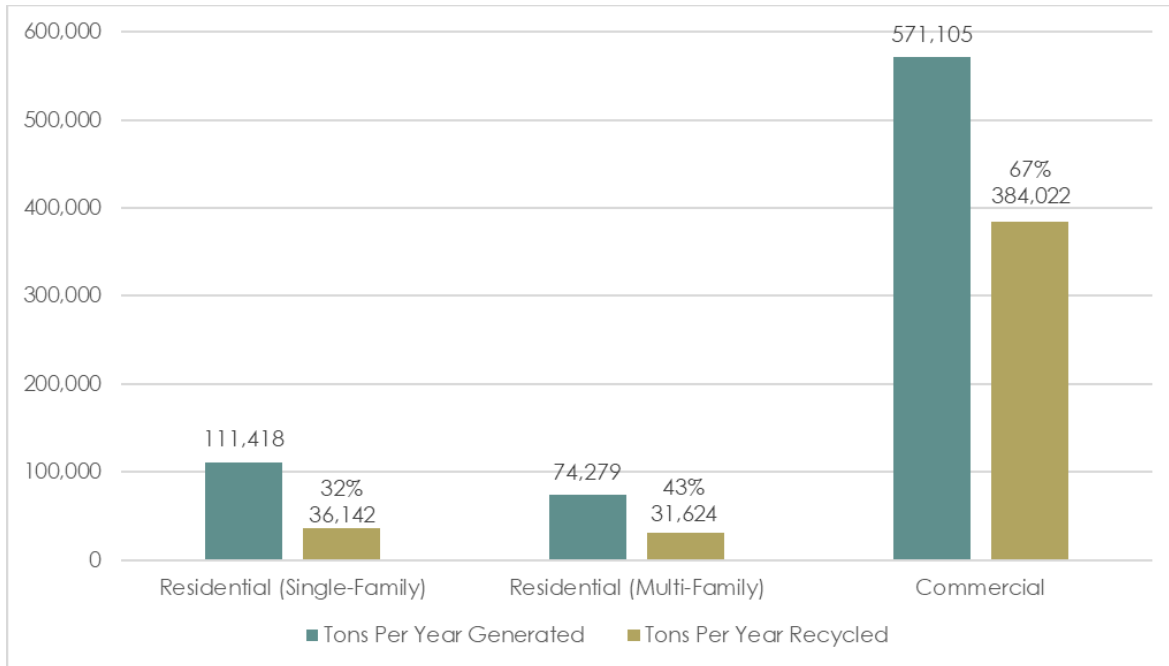
## IMPLEMENT MANDATORY COMMERCIAL RECYCLING

The commercial sector, excluding multi-family properties for the purposes of this option, is responsible both for the majority of solid waste generated (County and City) as well as the majority of recycling when compared to the residential sector as presented in the Task 2 – Assessment of Current Conditions Memorandum and reflected below in **Table 17** and **Exhibit 7**.

Table 17. 2018 Annual Generated and Recycled Tons by Sector

Residential (Single-Family)		Residential (Multi-Family)		Commercial	
Generated Tons	Recycled tons	Generated Tons	Recycled tons	Generated Tons	Recycled tons
111,418	36,142	74,279	31,624	571,105	384,022

Exhibit 7. 2018 Annual Generated and Recycled Tons by Sector



In terms of the opportunity, focusing on the approximately 187,000 tons of commercial solid waste disposed in 2018 and applying the percentages of recoverable materials documented in the County’s 2011 Waste Characterization Study, there are approximately 52,000 tons of recyclable materials disposed that theoretically, could have been recovered. **Table 18** presents the breakdown by material type.

Table 18. Theoretical Commercial Recyclable Materials Currently Disposed

Composition	Percentage <sup>1</sup>	Total (Tons)
Corrugated Paper	7.1%	13,283
Office Paper	3.5%	6,548
Glass	4.6%	8,606
Other Paper	3.5%	6,548
Aluminum Cans	1.0%	1,871
Steel Cans	0.9%	1,684
Plastic Bottles	5.9%	11,038
Other Plastics	0.0%	-
Newspaper	1.5%	2,806
<b>TOTAL</b>		<b>52,383</b>

<sup>1</sup> 2011 Leon County Waste Characterization Report

It should be noted that the County does not contractually control the commercial recycling stream. However; the City does provide commercial customers with green 96 gallon carts to recycle upon

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 21

request. Regardless, the implementation of mandatory commercial recycling alone will not improve the financial condition of the County's and City's recycling program. Still, mandatory commercial recycling could bring the County closer to achieving the 75% State Recycling Goal.

## Implementation

The mandatory commercial recycling programs in Florida have been implemented by ordinance. Currently, Collier County and Lee County have mandatory commercial recycling ordinances. The City of Orlando passed a similar law in 2019, to be phased in over four years. It should be noted that the project driver in Collier County was extending the life of its landfill and for Lee County to beneficially manage recyclables instead of processing via its waste to energy facility. As the County and City do not have the pressure to extend the life of finite assets, meeting its sustainability goals and the State recycling goal may be seen as the primary drivers.

The general concept behind mandatory commercial recycling is to increase participation, which will result in increased recycling tonnage. In the case of Collier County, a partnership was established with a local Chamber of Commerce to build support for the initiative. Initially a pilot program was established to demonstrate how the project would work and to address any challenges operational and assess any conflicts with codes and permits, such as parking requirements. A key finding from the pilot program was that most businesses, by meeting the requirements of the program, save money through increased recycling. The reason for the savings is because the cost for a cubic yard of recycling capacity was less than the same cubic yard of solid waste disposal capacity.

The initial resources needed to "stand up" the program were greater than at "steady state." Applying the lessons learned in Collier County and Lee County and scaling it to the City and County, it is estimated that Phase I – Program Implementation would require staffing of 1 full-time equivalent (FTE) and Phases II and III – Enforcement and Sustainment would require staffing of 2-3 FTEs. In general, the activities associated with implementation and maintenance include:

- Business Recycling Assistance;
- Recycling Education;
- Business Outreach;
- Recycling Promotion;
- Drop-Off Recycling;
- Site Visit Coordination; and
- Customer Service.

## Benefits

The primary benefits of implementing a mandatory commercial recycling include engaging the business community to further embracing resource stewardship and to continue its support of meeting the States 75% recycling goal. In the case of Collier County, commercial recycling increased nearly 40% between 2006 and 2018. It is also an opportunity for each business to gain recognition within the community for its participation.

## Barriers to Implementation

The primary barrier to implementation is cost to implement and maintain. However, as evidenced in Collier County, providing businesses with choice in terms of selecting one recyclable material to achieve compliance, and resolving land development code conflicts (e.g., parking), municipal and

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 22

business community goals can be aligned and an otherwise challenging initiative can be successfully implemented.

## Feasibility and Viability

As evidenced by Collier County, Lee County, and the City of Orlando, the implementation of a mandatory commercial recycling ordinance is feasible. To assess the viable requires a more in depth analysis to evaluate the benefits and costs.

## IMPLEMENT MANDATORY CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

In 2018 approximately 16% of C&D generated in the County was landfilled. This percentage translates to approximately 74,000 tons. This is material that can easily be recycled and infrastructure already exists in the County. One mechanism to compel the capture and recycling of C&D is a mandatory ordinance. This approach was approved in Lee County in 2007 and became effective on June 1, 2008. While implementing a mandatory ordinance, the County does not control the market nor pricing to the C&D generator. In addition, the ordinance only requires recycling of 50% of C&D generated by a subject project and exempts certain smaller projects. Through this ordinance, a management plan is required and a fee is assessed depending on the nature of the project. Based on the 2018 FDEP Recycling Reports, Lee County achieved an 80% recycling rate for C&D, which when compared to their C&D recycling rate of 39% in 2006 is a significant improvement. Notably, Leon County, in the absence of a mandatory C&D recycling ordinance achieved an 84% recycling rate for C&D in 2018. Still, further analysis is warranted to assess the benefits.

## DISCONTINUE CURBSIDE RECYCLING

While recycling programs across the U.S. have experienced significant cost increases since 2018, most have not discontinued their curbside recycling program. Of the communities that did discontinue their curbside recycling collection, many have reestablished the program by adjusting collection frequency, limiting the material types collected, and monitoring contamination. Recovered materials are still being sought by Chinese markets even though their government has restricted imports for contamination issues. Chinese companies are investing in shuttered paper mills and other processing facilities so that clean materials can be shipped to China. It takes time for this infrastructure to be developed and the recycling industry is cautiously optimistic that domestic markets will be developed in the near future.

Discontinuing curbside recycling collection programs is usually met with public discontent. The investments in program development and equipment are often lost when a program is terminated, and reestablishment of the program requires another significant investment and remains largely untested in terms of long-term impacts. Furthermore, discontinuing the recycling program means that the transfer station will need to accommodate the once-recycled materials for transfer to the landfill for disposal. Costs to dispose of recyclables are presented in **Table 19**.

Table 19. Annual Cost for Disposal of Recyclables

Recyclable Material	Annual Tons (2018)		Leon Co Transfer Station Tipping Fee *	Annual Disposal Cost	
	City	County		City	County
Single Stream	8,288	8,037	\$30.00	\$248,640	\$241,110
Commercial Cardboard	4,475	0		\$134,250	\$0
Commercial Office Paper	13	0		\$390	\$0
<b>Total</b>	<b>12,776</b>	<b>8,037</b>		<b>\$383,280</b>	<b>\$241,110</b>
	<b>20,813</b>			<b>\$624,390</b>	

\* Tipping Fee as of October 1, 2020

Discontinuing management of single-stream recyclables will cost just under \$500,000 annually in added disposal costs through the Leon County Transfer Station. If the City chooses to discontinue its commercial cardboard and office paper recycling programs, the commercial entities will likely place these materials in the trash which will increase tons received at the transfer station by about 4,500 tons annually and add about \$135,000 in disposal fees to these businesses.

## 4 CONCLUSIONS

The recycling program in the City and County is an efficient operation that relies on contracts with private haulers and recyclers operating in the County. Unfortunately, the recycling program has experienced significant cost increases during the past several years, from the globally depressed market for recyclable materials. In the past two years, the City and County together have experienced an annual increase of about \$1M to process single stream recyclables, from about \$250K to about \$1.25M annually. Taking into account the AMV, recycling processing currently costs the City and County customers approximately \$63 per ton.

There are few options available to the City and County that will reduce recycling processing costs. A summary of the options assessed are below:

- **Contract with a Different Recycling Processing Facility.** The closest facilities that are capable of processing single stream recyclables are located in Cantonment (about 203 miles from the City) and Jacksonville (about 163 miles from the City). Transportation costs alone to these facilities is estimated to be between \$64 and \$75 per ton, almost double the existing processing costs at Marpan. Long haul transportation makes this option unviable.
- **Adjustments to Recycling Collection.** Eliminating mixed plastics (#3 through #7 plastics) from the recycling program will affect the AMV (based on the current value and composition) by decreasing processing costs by \$0.51 per ton or about \$8,400 annually.
- **Renegotiate the Marpan Agreements.** Notwithstanding the dramatic increase in costs since 2014, based on the analysis contain herein as well as prior memoranda, the City and County have an effective contractual arrangement with Marpan. However, there are two areas worth renegotiating. The first is formalizing the \$0/ton disposal costs for glass. The second item is to negotiate a higher reject threshold than 15%. Addressing both of these items can protect the City and County from future cost increases related to disposal of these materials. This

Andrew Johnson and Robert Wigen  
September 2, 2020  
Page 24

can protect the City and County from additional costs increases of about \$4.59 per ton or about \$22,500 annually.

- **Developing a City/County-Owned MRF.** Capital costs related to site development and construction are estimated to be between \$15M and \$25M which equates to a between \$88 and \$146 per ton. Since this exceeds the current costs of \$76.28 per ton for processing offered by Marpan (and does not include other annual costs related to operation and maintenance), it is not considered a viable alternative.
- **Expanding Commercial Cardboard Recycling.** Annual revenue from collecting about 4,478 tons of commercial cardboard is about \$263,000. Additional outreach and communication to City businesses to increase cardboard recycling by 40%, to about 6.270 tons annually can increase revenue by about \$105,000 annually.
- **Implement Mandatory Commercial Recycling.** Mandatory commercial recycling typically increases commercial recycling quantities. For the benefits to be realized, the City and County will need to provide technical assistance to businesses who wish to start a recycling program, in addition to addressing businesses that do not comply with recycling requirements. A correlation in reduced waste will decrease revenue from tipping fees, but will also reduce transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill.
- **Implement Mandatory Construction and Demolition Debris Recycling.** Similar to mandatory commercial recycling, one can reasonably expect an increase in C&D recycling if it were mandated. Further, it can be assumed that success would require the City and County to provide technical assistance to the affected parties. However, the City and County could follow the model developed in Lee County and incorporate the lessons learned to maximize the benefits to their recycling rate and any associate reduction in transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill.
- **Discontinue the Curbside Recycling Program.** While this will reduce costs related to the collection and processing of recyclable materials, there will need to be modifications to existing RWSCs to handle increased traffic and material quantities. There will also be a loss in the investment the City and County have made to the curbside recycling program, loss of public confidence, and difficulty meeting sustainability goals.



## Publicly Accessible Recycling Multi-Centers

Location Description	Address	Area
Renaissance Building	435 N. Macomb St.	Central
St. John's Episcopal Bookstore	131 N. Calhoun St.	Central
Four Points by Sheraton	316 W Tennessee St.	Central
Miccosukee Rural Waste Service Center	13051 Miccosukee Rd.	Northeast
Black Dog Café	229 Lake Ella Dr.	Northwest
Woodville Rural Waste Service Center	549 Henry Jones Rd.	South
Hilaman Golf Course	2737 Blair Stone Rd.	Southeast
Leon County Solid Waste Management Facility	7550 Apalachee Pkwy.	Southeast
Ft. Braden Rural Waste Service Center	2485 E. Joe Thomas Rd.	Southwest
Tallahassee Solid Waste Services Office	2727 Municipal Way	West
Railroad Square Art Park	694 Industrial Dr. #4A	West

These multi-centers are **single-stream**, which means all recyclable items can go in the same bin. Visit [www.LeonCountyFL.gov/Recycling](http://www.LeonCountyFL.gov/Recycling) for information on what you can and cannot recycle. *Please do not put garbage in the bins.*

Please visit [www.LeonCountyFL.gov/RWSC](http://www.LeonCountyFL.gov/RWSC) for hours of operation.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #20**

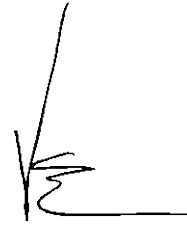
# Leon County Board of County Commissioners

## Agenda Item #20

March 9, 2021

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

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



**Title:** Funding Request from the Children's Home Society of Florida Big Bend Region, on behalf of Sabal Palm Elementary Community Partner School

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Human Services & Community Partnerships Michelle Tipton, Management and Budget Analyst Timothy Barden, Budget Manager, Office of Financial Stewardship

### **Statement of Issue:**

As requested by the Board at the February 16th meeting, this item seeks consideration of a funding request from Children's Home Society of Florida Big Bend Region, on behalf of Sabal Palm Elementary Community Partner School, in the amount of \$8,000 to support two full-time AmeriCorps positions.

### **Fiscal Impact:**

This item has a fiscal impact of \$8,000. If approved, general fund contingency is available in the FY 2021 budget to support this request. For long-term funding of this program, Sabal Palm Elementary Community Partner School may be eligible for financial support from the Children's Services Council.

### **Staff Recommendation:**

Option #4: Board direction.

## **Report and Discussion**

### **Background:**

At the February 16<sup>th</sup>, 2021 meeting, after a presentation by the Children’s Home Society, the Board requested an analysis of funding two AmeriCorps positions for Sabal Palm Elementary, a Community Partnership and Title I School (Attachment #1).

This type of funding request is normally considered during the budget process when the Board establishes the discretionary funding levels for outside agencies in March of each year pursuant to the Discretionary Funding Ordinance (Attachment #2). To avoid agencies circumventing the Community Human Service Program (CHSP) funding process and ensuring all agencies have an equal opportunity to receive funding, the Leon County’s Discretionary Funding Ordinance in general does not allow organizations that are eligible for Community Human Service Program (CHSP) funding receive direct funding from the County. However, as Sabal Palm Elementary Community Partnership School is not a registered 501(c)3 organization they are not eligible for CHSP funding. Therefore, if the Board wishes to provide funding support to Sabal Palm it would not be in violation of the County Ordinance.

The Center for Community Schools at the University of Central Florida, works to establish a group of AmeriCorps members to provide ongoing statewide support for Community Partnership Schools like Sabal Palm Elementary. AmeriCorps is a domestic based service program that engages adults in public service programs funded by the federal government, foundations and other donors. The program operates as a domestic Peace Corps organization.

This partnership with AmeriCorps will provide a minimum of two AmeriCorps members at Sabal Palm at 30 hours of service work from Monday – Thursday. The duration will be for one year, with the option to renew annually.

### **Analysis:**

In partnership with the AmeriCorps, Sabal Palm Elementary CPS seeks to become a host site for two AmeriCorps volunteers. Sabal Palm Elementary CPS proposes using one AmeriCorps member to assist with expanded learning and the second to assist wellness support services.

The AmeriCorps members will assist with building capacity for expanded learning and wellness. This will include coordinating resources that enhance support networks amongst service providers that foster diverse opportunities and strengthen partner relationships. They will monitor student participation in expanded learning programs to track support efforts that align with three focus areas: Attendance, Behavior, and Course Performance. The AmeriCorps members will work within the supervision of the Wellness Coordinator, Expanded Learning Coordinator, and the Community Partnership School Director.

The Children’s Home Society of Florida currently acts as a core partner and fiscal agent for the Sabal Palm Elementary Community Partnership School. If approved, the funds would be issued to the Children’s Home Society on behalf of Sabal Palm and then provided to The Center for

Title: Funding Request from the Children’s Home Society of Florida Big Bend Region, on behalf of Sabal Palm Elementary Community Partner School

March 9, 2021

Page 3

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Community Schools at the University of Central Florida. The Center at UCF would then pay the funds to AmeriCorps.

As previously referenced, this type of funding request is normally considered as part of the budget process when the Board establishes the discretionary funding levels for outside agencies according to the adopted Discretionary Funding Ordinance. The Ordinance does not prevent the consideration of funding requests outside the budget process if the organization is not eligible for CHSP funding. Sabal Palm Elementary Community Partnership School is not a registered 501(c)3 organization and is not eligible for CHSP funding. For long-term funding of this program, Sabal Palm Elementary Community Partner School may be eligible for financial support from the Children’s Services Council.

Should the Board approve the funding request of \$8,000 to Children’s Home Society of Florida Big Bend Region, on behalf of Sabal Palm Elementary CPS, the Budget Amendment Request is provided as Attachment #3 for approval.

**Options:**

1. Approve the funding request and the associated Budget Amendment (Attachment #3) in the amount of \$8,000 and authorize the County Administrator to execute an Agreement subject to legal review by the County Attorney.
2. Do not approve the funding request in the amount of \$8,000.
3. Board direction.

**Recommendation:**

Option #3: Board direction.

**Attachments:**

1. Funding Request Proposal
2. Discretionary Funding Ordinance
3. Budget Amendment Request in the amount of \$8,000, and General Fund Contingency Statement



Sabal Palm Elementary, A Community Partnership School™ (SPE CPS)

Leon County Commission Meeting, March 9, 2021

## The Challenge

Thousands of students attending Title I schools arrive with heavy baggage: **hunger, homelessness, poverty, violence, mental health struggles, illness and more.** They carry so much weight that they simply cannot focus on their education.

## The Solution: Community Partnership Schools

Community Partnership Schools (CPS) provide support, services and solutions to help alleviate these burdens. As more weight is lifted, students find the balance to focus on learning to help them reach their greatness and full potential. CPSs also engage parents and the community to empower students and families to succeed.

## The Partnership: UCF-AmeriCorps, Center for Community Schools/CHS CPS Support Initiative

The Center for Community Schools at the University of Central Florida (UCF), in partnership with the Institute for National Service Research through Volunteer Involvement and Civic Engagement (INSERVICE), will work to establish a cohort of AmeriCorps members (ACMs) to provide ongoing support for Community Partnership Schools statewide. Children's Home Society of Florida is the nonprofit core partner for 20 of the 26 CPSs in the state, including at Sabal Palm Elementary Community Partnership School in Leon County.

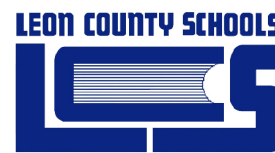
### AmeriCorps Member Criteria

- Provide capacity through direct service by initiating innovative programs related to economic relief in Central Florida communities; this will be a partnership with UCF Center for Community Schools and allow any CPS to benefit.
- Partnership will provide a minimum of two (2) ACMs per CPS.
- Each ACM will provide approximately 30 hours of service at the CPS to which they are assigned, working Monday – Thursday; duration will be for one (1) year, with the option to renew annually.

### Shared Investment Model

- The goal is to staff a director/manager to effectively evaluate and maintain partnerships with the schools
  - The cost will be \$8,000 for two (2) ACMs.

Principal: Anicia Robinson | Community School Director: Anna-Kay Hutchison



*SPE CPS for Leon County Commission*

*March 9, 2021*

*Page 2 of 2*

## **Description of Need**

In partnership with the AMERICORPS MEMBER Program, SPECPS seeks to become a host site, adding support assist with expansion and maintenance of its Four (4) Pillars—Collaborative Leadership, Wellness Support, Expanded Learning and Community Engagement. Specifically, the ACMs will assist the pillars of Wellness Support Services and Expanded Learning. The community partnership school model supports four (4) pillars which are: Collaborate Leadership, Wellness Support, Expanded learning, and Parent and Community Engagement. The Wellness Support Pillar upholds the responsibility of connecting critical health services—such as dental, vision, mental and physical health, and food disparities—to assist in removing the barrier in these areas so students can focus on their education. The Expanded Learning Pillar upholds the responsibility of coordinating programs that support extra-curricular initiatives for students, in addition to providing professional development initiatives for teachers. Additional resources are made available to the school through this specific pillar; therefore, it is not limited to the aforementioned and can consist of activities that occur during the special area time of the school day.

SPECPS proposes using one ACM to assist with Expanded Learning and the second to assist Wellness Support Services. As data analysis and initiatives evaluation are pivotal roles in the CPS model, these position will have roles congruent with this particular need; they will identify program impact that will be shared across collaborations.

Additionally, the ACM supporting the Expanded Learning Pillar will assist with building capacity. This will include coordinating resources that enhance support networks amongst providers, and that foster diverse opportunities and strengthen partner relationships. Also, this position will work to enhances strategies that foster a culture of shared leadership supporting the Collaborative Leadership pillar. He/She/They will monitor student participation in expanded learning programs to track support efforts that align with three (3) focus areas of Attendance, Behavior, and Course Performance as it relates to the aforementioned four (4) pillars.

The AMERICORPS MEMBER representatives will work within the supervision of the Wellness Coordinator, Expanded Learning Coordinator and the Community Partnership School Director.

## ARTICLE XI. - DISCRETIONARY FUNDING GUIDELINES

### Sec. 2-600. - Application of article.

This article shall govern the allocation of discretionary funds and provide the board a maximum amount of annual funding available in each of the following fund categories:

- (1) Community Human Services Partnership Fund;
- (2) Community Human Services Partnership—Emergency Fund;
- (3) Commissioner District Budget Fund;
- (4) Midyear Fund;
- (5) Non-Departmental Fund; and
- (6) Youth Sports Teams Fund.

(Code 1992, § 2-600; Ord. No. 06-34, § 1, 11-14-2006)

### Sec. 2-601. - Annual appropriation.

Funding for the purposes set forth in this article shall be subject to an annual appropriation by the board in accordance with this article.

(Code 1992, § 2-601; Ord. No. 06-34, § 1, 11-14-2006)

### Sec. 2-602. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Community Human Services Partnership Fund* means funds eligible for allocation to social service programs.

*Community Human Services Partnership—Emergency Fund* means funds eligible for allocation for one-time funding to meet an emergency situation.

*Commissioner District Budget Fund* means funds eligible for allocation to each commissioner for activities relating to his district or the county at large.

*Emergency situation* means those exigent circumstances that would prohibit or severely impact the ability of a currently funded community human services partnership (CHSP) agency to provide services.

*Midyear Fund* means funds eligible for allocation for requests that occur outside of the regular budget process.

*Non-Departmental Fund* means funds eligible for allocation for nonprofit entities that are included, by direction of the board, as part of the regular adopted budget.

*Nonprofit* means an entity that has been designated as a 501(c)(3) eligible by the U.S. Internal Revenue Services and/or registered as a nonprofit entity with the state department of state.

*Youth Sports Teams Fund* means funds eligible for allocation for temporary and nonrecurring youth sporting events such as tournaments and playoffs, and events recognizing their accomplishments.

(Code 1992, § 2-602; Ord. No. 06-34, § 1, 11-14-2006)

### Sec. 2-603. - Application process.



- (a) The County Administrator or designee is authorized to develop forms and procedures to be used by a nonprofit, group or individual when submitting a request for funding consistent with the provisions herein.
- (b) The County Administrator or designee shall establish a process for evaluating requests for funding made pursuant to this article.

(Code 1992, § 2-603; Ord. No. 06-34, § 1, 11-14-2006)

Sec. 2-604. - Funding category guidelines.

(a) *Community Human Services Partnership Program Fund.*

- (1) Nonprofits eligible for community human service partnership (CHSP) funding are eligible to apply for funding for other programs or specific event categories as long as the organization does not receive multiple county awards for the same program or event, or when requesting funding for an activity that is not CHSP eligible, such as capital improvements.
- (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the CHSP.

(b) *Community Human Services Partnership Program—Emergency Fund.*

- (1) Nonprofits that are funded through the CHSP process are eligible to apply for emergency, one-time funding through the Community Human Services Partnership Program—Emergency Fund.
- (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the Community Human Services Partnership Program—Emergency Fund.
- (3) These funds are available to any agency that is currently funded through the CHSP process.
- (4) The request for emergency funding shall be made at a regular meeting of the board. If deemed appropriate, the request for emergency funding shall then go before a CHSP subcommittee consisting of members from the CHSP review boards of each of the partners (Leon County, the City of Tallahassee, and the United Way of the Big Bend). The subcommittee shall determine if the situation would qualify as an emergency situation and what amount of financial support would be appropriate. The CHSP shall then make a recommendation to the County Administrator, who is authorized to approve the recommendation for funding.
- (5) In the event the board does not meet in a timely manner, as it relates to an agency's request, the County Administrator shall have the authority to appropriate expenditures from this account.

(c) *Commissioner District Budget Fund.*

- (1) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the Commissioner District Budget Fund.
- (2) Expenditures shall only be authorized from this account for approved travel and office expenses.

(d) *Midyear Fund.*

- (1) Nonprofits, groups or individuals that do not fit into any of the other categories of discretionary funding as outlined in this article are eligible to apply for midyear funding.
- (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the Midyear Fund.
- (3) In the event the board does not meet in a timely manner, as it relates to a funding request, the County Administrator shall have the authority to appropriate expenditures from this account. Such action is thereafter required to be ratified by the board.

(e) *Non-Departmental Fund.*

- (1) Nonprofits eligible for non-departmental funding are eligible to apply for funding in any other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event. Eligible funding activities in this category are festivals and events and outside service agencies.
  - (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the Non-Departmental Fund.
  - (3) Nonprofits eligible for funding through the cultural resources commission (CRC) county grant program (funded through the non-departmental process) are eligible for funding in other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event.
- (f) *Youth Sports Teams Fund.*
- (1) Nonprofits or athletic teams of the county school system that are eligible for the county's youth athletic scholarship program are not eligible for funding pursuant to this article.
  - (2) Annually, as part of the budget process, the board shall determine the amount of funding pursuant to this article.
  - (3) The award for youth sports teams shall not exceed \$500.00 per team.
  - (4) Youth sports teams requesting funding from the board shall first submit their requests, in writing, to the County Administrator or designee for review and evaluation. The request must include certified documentation establishing the legitimacy of the organization.
  - (5) Funding will be allocated on a first-come, first-served basis. In the event that more than one request is received concurrently when the fund's balance is reduced to \$500.00, the remaining \$500.00 will be divided equally among the applicants meeting the evaluation criteria.
  - (6) Applicants must have participated in a city, county, or school athletic program during the year in which funding is sought.
  - (7) Team participants must be 19 years of age or younger.
  - (8) The requested funding shall support post-season activity, e.g., tournaments, playoffs, or awards banquets associated with extraordinary performance.
  - (9) After the youth sports team funding level is established by the board during the budget process, the County Administrator shall have the authority to appropriate expenditures from this account.
- (g) *Appropriation process.* Annually, prior to March 31, the board shall:
- (1) Determine the amount of funding set aside for each funding category identified in this article;
  - (2) Determine the list of permanent line item funded entities that can submit applications for funding during the current budget cycle; and
  - (3) Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.

(Code 1992, § 2-604; Ord. No. 06-34, § 1, 11-14-2006; Ord. No. 11-04, § 1, 2-8-2011; Ord. No. 11-08, § 1, 5-24-2011; Ord. No. 13-08, § 1, 3-12-2013)

Secs. 2-605—2-649. - Reserved.

## FISCAL YEAR 2020/2021 BUDGET AMENDMENT REQUEST

No: BAB21014  
Date: 2/22/2021

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 3/9/2021

County Administrator  
\_\_\_\_\_  
Vincent S. Long

Deputy County Administrator  
\_\_\_\_\_  
Alan Rosenzweig

### Request Detail

#### Revenues

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
					<b>Subtotal:</b>	-	

#### Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
001	990	59900	599	General Fund Contingency	173,000	(8,000)	165,000
001	820	58200	519	Aids to Private Organizations	25,500	8,000	33,500
					<b>Subtotal:</b>	-	

### Purpose of Request

This budget amendment realigns \$8,000 in general fund contingency to support a funding request for Children's Home Society of Florida Big Bend Region, on behalf of Sabal Palm Elementary, for two full-time AmeriCorps positions.

Division/Department  
2307/23

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution

Motion

Administrator

<b>BUDGET "OPERATING" CONTINGENCY RESERVES</b>				
<b>CONTINGENCY FUND UPDATE (FY 2020/21)</b>				
			<b>GENERAL FUND 001-990-59900-599</b>	Beginning Balance: <b>\$200,000.00</b>
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1	5-Oct-20	13-Oct-20	Habitat Conservation Plan for Upper Lake Lafayette Lake Bottom	\$25,000
2	4-Nov-20	17-Nov-20	Government Alliance of Race and Equity (GARE) organization membership	\$2,000
3	<b>22-Feb-21</b>	<b>9-Mar-21</b>	<b>Children's Home Society, on behalf of Sabal Palm Elementary, for two full-time AmeriCorps positions.</b>	<b>\$8,000</b>
<i><b>Bold, Italic items are pending Board Approval</b></i>				
<b>USAGE TO DATE (TOTAL AMENDMENTS)</b>				<u><u><b>\$35,000.00</b></u></u>
<b>ENDING BALANCE</b>				<b>165,000.00</b>
<b>END BALANCE AS % OF BEGIN BALANCE</b>				<b>83%</b>
<b>USAGE BALANCE AS % OF BEGIN BALANCE</b>				<b>18%</b>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

## Agenda Item #21

March 9, 2021

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

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

**Title:** Five-Year Maintenance Agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc.



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Michelle Taylor, Chief Information Officer Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Director, Purchasing Norberto Chan, Information Technology Director Alan Wittmier, IT Coordinator-Network

### **Statement of Issue:**

This item seeks Board approval of a five-year maintenance agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc.

### **Fiscal Impact:**

This item has a fiscal impact. The \$172,818 annual cost was anticipated and included in the FY 2021 Budget. The total cost over the five-year period is \$864,093.

### **Staff Recommendation:**

Option #1: Approve the 5-year Maintenance Agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc. in an amount not to exceed \$864,093 (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

## **Report and Discussion**

### **Background:**

This item seeks Board approval to utilize cooperative purchasing (piggybacking) to renew the maintenance agreement for the Avaya telephone system through a five-year agreement with Avaya Federal Solutions, Inc. for a total amount not to exceed \$864,093 (Attachment #1).

Pursuant to the Purchasing Policy No. 96-1, Section 5.12, the County may take advantage of cooperative purchasing agreements when it is in the best interest of the County as determined by the award thresholds authorized in the policy. The renewal of the maintenance agreement for the Avaya telephone system can be acquired through a U.S. General Services Administration (GSA) competitively bid contract, titled Avaya Federal GSA Schedule: GS-35F-0156V (Attachment #2). The contract contains cooperative purchasing language, allowing the County to utilize this contract. The Office of Information Technology and Purchasing Division agree that this is the most cost-effective and efficient way to procure the necessary maintenance services. Attachment #3 includes the standard Terms and Conditions that will be implemented as part of the Purchase Order.

In 2005, the Board directed and approved implementation of an enterprise telephone system. Due to the highly flexible abilities of the system, over the years, multiple challenges were solved that would have been impossible without the enterprise telephone system including: creating an emergency call center for 211 during multiple hurricane activations, standing up numerous temporary call centers to handle high profile County issues that generated many calls from citizens, and performing countless configuration changes to accommodate customized needs of the various organizations using the system.

### **Analysis:**

The draft Avaya maintenance agreement (Customer Order Form) covers five years and reflects a 60% discount from the list pricing. All Leon County Government Offices, including constitutionals, Sheriff, Clerk of Court, Court Administration, Public Defender, State Attorney, Elections, Property Appraiser, Tax Collector, and Consolidated Dispatch take advantage of the enterprise Avaya telephone system.

The County has been under an Alternate Contract Source through the State of Florida that was extremely competitive, and it is estimated that over the past eight-year period, approximately \$600,000 in savings was achieved due to the highly competitive rates of that contract; however, the State contract is ending in May 2021. A price increase for the maintenance costs was anticipated in the adopted budget. This renewal allows the County to seamlessly continue maintenance for the Avaya telephone system, assuring the necessary level of support for all the entities and organizations that utilize the system. The per year cost is \$172,818, with the total cost for the five years equaling \$864,093. Funds are contemplated in the FY 2021 Budget and beyond.

Title: Five-Year Maintenance Agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc.

March 9, 2021

Page 3

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**Options:**

1. Approve the 5-year Maintenance Agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc. in an amount not to exceed \$864,093 (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.
2. Do not approve the 5-year Maintenance Agreement for the Avaya Telephone System with Avaya Federal Solutions, Inc. in an amount not to exceed \$864,093.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Five-Year Agreement (Customer Order Form) with Avaya Federal Solutions, Inc.
2. Avaya Federal GSA Schedule: GS-35F-0156V
3. Leon County Purchase Order Terms and Conditions for Avaya





Retail

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**Customer Order Form**

Customer Name:		LEON COUNTY GOVERNMENT			
Customer Main Location					
Sold To Number:		4571699	Payer Number:		102146658
Street Address:		301 S MONROE ST FL 5			
City:		TALLAHASSEE	State:	FL	Zip: 32301-1861
Customer Contact					
Name:		Michelle Taylor			
Telephone #:		850-606-5511			
Email Address:		taylorm@leoncountyfl.gov			
Quote Information					
Quote Number	SUS2105394	Parent Quote Number	SUS2105394	Start Date	31-Mar-2021
Currency	USD	Unique Approval Identifier	670946_SUS2105394		

<b>Additional Information</b>	
Avaya Federal GSA Schedule: GS-35F-0156V	
SF 62243 - Subscription Recast CSA	

Quote Summary				
Offer		Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value (TCV)
<b>Solution Total</b>		172,818.60	172,818.60	864,093.00
<b>Avaya Subscription Licensing Supplement</b>	<b>Total</b>	150,142.08	150,142.08	750,710.40
<b>Support Advantage Support Agreement Supplement</b>	<b>Total</b>	563.16	563.16	2,815.80
<b>Support Advantage Parts and Onsite Support</b>	<b>Total</b>	22,113.36	22,113.36	110,566.80
<b>Others</b>	<b>Total</b>	0.00	0.00	0.00

Offer Description/Terms of Use Attachments	
Title	
Avaya OneCloud Subscription Licensing Supplement	
Service Agreement Supplement For Avaya Support Advantage Essential and Preferred Support	
Service Agreement Supplement for Avaya Support Advantage Parts and Onsite Support	
Terms of Use for Hosted Services	

**Terms and Conditions**

As used herein, the following terms have the following meaning:

- "Service Description" means Avaya's Service Agreement Supplements and Subscription License Supplement attached hereto.
- "Terms of Use" means the Avaya Terms of Use for Hosted Services attached hereto.

This order is subject to, and incorporates by reference, (i) the County's Standard Purchase Order Terms and Conditions, attached hereto; (ii) the terms and conditions of the applicable Service Description(s) and Terms of Use attached hereto. To the extent the (i) GSA Schedule: GS-35F-0156V contains terms and conditions for the products and services ordered hereunder, the GSA Schedule: GS-35F-0156V will govern as to those products and services, or (ii) otherwise set forth herein. Cloud and hosted services may require online registration to be activated. In the event of a conflict the County's Standard Purchase Order Terms and Conditions shall take precedence.

**Customer Signature**

Customer signature below confirms Customer's agreement to the Terms and Conditions.

Customer Company Name:		LEON COUNTY GOVERNMENT					
Authorized Signature:							
Typed Name:						Date:	
Street Address:		301 S MONROE ST FL 5					
City:		TALLAHASSEE		State:	FL	Zip:	32301-1861

**Avaya Signature**

Authorized Signature:							
Typed Name:						Date:	
Email Address:							

Partner Company				Partner Preparer			
Company Name:		CAROUSEL INDUSTRIES OF NORTH		Name:		John Austin	
Street Address:		659 S COUNTY TRAIL		Telephone #:		813-864-8824	
City:		EXETER		Email Address:		jaustin@carouselindustries.com	
State:		RI	Zip:	02822			
Main Telephone #		800-401-0760					
Avaya Siebel ID:							

Distributor Company				Distributor Sales Associate			
Company Name:		WGNA - INDIANAPOLIS WAREHOUSE		Name:		Tim Hare	
Street Address:		595 PERRY RD DOCK DOORS 1 OR 2		Telephone #:		412-209-1085	
City:		PLAINFIELD		Email Address:		WNAAvayaPurchasing@westcon-na.com	
State:		IN	Zip:	43217			
Main Telephone #		412-209-1085					
Avaya Siebel ID:							

**Summary By Location**

Quote Reference Number	Payer #	Location Number	Location Address	Location Name	Service Term	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value (TCV)
SUS2105394	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	152,388.36	152,388.36	761,941.80
SUS2105395	102146658	5397694	535 APPELYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- JAIL	60	841.44	841.44	4,207.20
SUS2105396	102146658	5397666	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY-SHERIFFS OFFICE	60	841.44	841.44	4,207.20
SUS2105397	102146658	5397705	3274 CAPITAL CIRCLE SW, TALLAHASSEE, FL, 32310	LEON COUNTY-SHERIFFS AVIATION UNIT	60	706.80	706.80	3,534.00

SUS2105398	102146658	5032120	200 W PARK AVE, TALLAHASSEE, FL, 32301-7716	LEON COUNTY- LEROY COLLINS	60	841.44	841.44	4,207.20
SUS2105399	102146658	5032180	1583 PEDRICK RD, TALLAHASSEE, FL, 32317	LEON COUNTY - EASTSIDE LIBRARY	60	706.80	706.80	3,534.00
SUS2105400	102146658	5032182	5513 THOMASVILLE RD, TALLAHASSEE, FL, 32312-3813	LEON COUNTY- NORTHEAST LIBRARY	60	706.80	706.80	3,534.00
SUS2105401	102146658	5032183	2804 S ADAMS ST, TALLAHASSEE, FL, 32301-6942	LEON COUNTY- BLP LIBRARY	60	706.80	706.80	3,534.00
SUS2105402	102146658	5032184	3840 N MONROE ST STE 302, TALLAHASSEE, FL, 32303-2196	LEON COUNTY- LAKE JACKSON LIBRARY	60	706.80	706.80	3,534.00
SUS2105403	102146658	5032185	16327 BLOUNTSTOWN HWY, TALLAHASSEE, FL, 32310-1202	LEON COUNTY- FT BRADEN LIBRARY	60	706.80	706.80	3,534.00
SUS2105404	102146658	5032186	1907 S MONROE ST, TALLAHASSEE, FL, 32301-5529	LEON COUNTY- FACILITIES	60	841.44	841.44	4,207.20
SUS2105405	102146658	5032188	615 PAUL RUSSELL RD, TALLAHASSEE, FL, 32301-7060	LEON COUNTY- CO- OP	60	706.80	706.80	3,534.00
SUS2105406	102146658	5032190	918 RAILROAD AVE, TALLAHASSEE, FL, 32310-4348	LEON COUNTY- HHS/VETERN	60	706.80	706.80	3,534.00
SUS2105407	102146658	5032191	4900 GUM RD, TALLAHASSEE, FL, 32304-9129	LEON COUNTY- TRANSFER STATION	60	706.80	706.80	3,534.00
SUS2105408	102146658	5032192	7550 APALACHEE PKWY, TALLAHASSEE, FL, 32311-3448	LEON COUNTY- LANDFILL	60	841.44	841.44	4,207.20
SUS2105409	102146658	5032195	435 N MACOMB, TALLAHASSEE, FL, 32303	LEON COUNTY- DSEM	60	841.44	841.44	4,207.20
SUS2105410	102146658	5032201	501 #C APPELYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- PROBATION /IDA	60	841.44	841.44	4,207.20
SUS2105411	102146658	5032202	2280 MICCOSUKEE RD, TALLAHASSEE, FL, 32308-5310	LEON COUNTY- PUBLIC WORKS/EMS	60	1,683.12	1,683.12	8,415.60
SUS2105412	102146658	5364188	2990-1 APALACHEE PKWY, TALLAHASSEE, FL, 32301	LEON COUNTY- SUPERVISOR OF ELECTIONS	60	706.80	706.80	3,534.00
SUS2105413	102146658	5371894	911 EASTERWOOD DR, TALLAHASSEE, FL, 32311	LEON COUNTY- PUBLIC SAFETY CENTER	60	841.44	841.44	4,207.20
SUS2105414	102146658	5398902	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY SHERIFF'S OFFICE	60	706.80	706.80	3,534.00
SUS2105415	102146658	5402704	1276 METROPOLITAN BLVD STE 102, TALLAHASSEE, FL, 32312-2540	LEON COUNTY GOVERNMENT - METRO	60	706.80	706.80	3,534.00
SUS2105416	102146658	5402709	1210 CAPITAL CIRCLE SE, TALLAHASSEE, FL, 32301-3813	LEON COUNTY - TAX COLLECTOR ANNEX	60	706.80	706.80	3,534.00
SUS2105417	102146658	5402712	807-1 BLOUNTSTOWN HWY, TALLAHASSEE, FL, 32310	LEON COUNTY- WESTSIDE	60	706.80	706.80	3,534.00
SUS2105418	102146658	5402717	3477 S MONROE ST, TALLAHASSEE, FL, 32301-7200	LEON COUNTY- TAX COLLECTOR SOUTHSIDE	60	706.80	706.80	3,534.00
SUS2105419	102146658	5402721	315 S CALHOUN ST STE 110, TALLAHASSEE, FL, 32301	LEON COUNTY- BoFA BUILDING	60	706.80	706.80	3,534.00
SUS2105420	102146658	5402945	3840 N MONROE ST STE 102, TALLAHASSEE, FL, 32303-2177	LEON COUNTY- TAX COLLECTOR LAKE JACKSON	60	706.80	706.80	3,534.00
Total						172,818.60	172,818.60	864,093.00

**Coverage Summary by Location**

QRN	Payer #	Location Number	Location Address	Location Name	Service Term	Coverage	Payment Term	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value (TCV)
SUS2105394	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	Preferred Support	AN	437.40	437.40	2,187.00
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	Onsite Support - 24x7x4	AN	1,683.12	1,683.12	8,415.60
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	SA Preferred + Upgrade	AN	0.00	0.00	0.00
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60		PP	0.00	0.00	0.00
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	SOFTWARE SUBSCRIP	AN	150,142.08	150,142.08	750,710.40
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	SPACES SOFTWARE	AN	0.00	0.00	0.00
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	Upgrade Advantage	AN	125.76	125.76	628.80
	102146658	4571699	301 S MONROE ST FL 5, TALLAHASSEE, FL, 32301-1861	LEON COUNTY GOVERNMENT	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS2105395	102146658	5397694	535 APPELYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- JAIL	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5397694	535 APPELYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- JAIL	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5397694	535 APPELYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- JAIL	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5397694	535 APPELYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- JAIL	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS2105396	102146658	5397666	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY- SHERIFFS OFFICE	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5397666	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY- SHERIFFS OFFICE	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5397666	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY- SHERIFFS OFFICE	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5397666	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY- SHERIFFS OFFICE	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS2105397	102146658	5397705	3274 CAPITAL CIRCLE SW, TALLAHASSEE, FL, 32310	LEON COUNTY- SHERIFFS AVIATION UNIT	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5397705	3274 CAPITAL CIRCLE SW, TALLAHASSEE, FL, 32310	LEON COUNTY- SHERIFFS AVIATION UNIT	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5397705	3274 CAPITAL CIRCLE SW, TALLAHASSEE, FL, 32310	LEON COUNTY- SHERIFFS AVIATION UNIT	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
	102146658	5397705	3274 CAPITAL CIRCLE SW, TALLAHASSEE, FL, 32310	LEON COUNTY- SHERIFFS AVIATION UNIT	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS2105398	102146658	5032120	200 W PARK AVE, TALLAHASSEE, FL, 32301-7716	LEON COUNTY- LEROY COLLINS	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5032120	200 W PARK AVE, TALLAHASSEE, FL, 32301-7716	LEON COUNTY- LEROY COLLINS	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00

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	102146658	5032120	200 W PARK AVE, TALLAHASSEE, FL, 32301-7716	LEON COUNTY-LEROY COLLINS	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032120	200 W PARK AVE, TALLAHASSEE, FL, 32301-7716	LEON COUNTY-LEROY COLLINS	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210539	102146658	5032180	1583 PEDRICK RD, TALLAHASSEE, FL, 32317	LEON COUNTY - EASTSIDE LIBRARY	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032180	1583 PEDRICK RD, TALLAHASSEE, FL, 32317	LEON COUNTY - EASTSIDE LIBRARY	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032180	1583 PEDRICK RD, TALLAHASSEE, FL, 32317	LEON COUNTY - EASTSIDE LIBRARY	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
	102146658	5032180	1583 PEDRICK RD, TALLAHASSEE, FL, 32317	LEON COUNTY - EASTSIDE LIBRARY	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS210540	102146658	5032182	5513 THOMASVILLE RD, TALLAHASSEE, FL, 32312-3813	LEON COUNTY-NORTHEAST LIBRARY	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032182	5513 THOMASVILLE RD, TALLAHASSEE, FL, 32312-3813	LEON COUNTY-NORTHEAST LIBRARY	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032182	5513 THOMASVILLE RD, TALLAHASSEE, FL, 32312-3813	LEON COUNTY-NORTHEAST LIBRARY	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032182	5513 THOMASVILLE RD, TALLAHASSEE, FL, 32312-3813	LEON COUNTY-NORTHEAST LIBRARY	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210540	102146658	5032183	2804 S ADAMS ST, TALLAHASSEE, FL, 32301-6942	LEON COUNTY-BLP LIBRARY	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032183	2804 S ADAMS ST, TALLAHASSEE, FL, 32301-6942	LEON COUNTY-BLP LIBRARY	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032183	2804 S ADAMS ST, TALLAHASSEE, FL, 32301-6942	LEON COUNTY-BLP LIBRARY	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032183	2804 S ADAMS ST, TALLAHASSEE, FL, 32301-6942	LEON COUNTY-BLP LIBRARY	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210540	102146658	5032184	3840 N MONROE ST STE 302, TALLAHASSEE, FL,	LEON COUNTY-LAKE JACKSON LIBRARY	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032184	3840 N MONROE ST STE 302, TALLAHASSEE, FL,	LEON COUNTY-LAKE JACKSON LIBRARY	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032184	3840 N MONROE ST STE 302, TALLAHASSEE, FL,	LEON COUNTY-LAKE JACKSON LIBRARY	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032184	3840 N MONROE ST STE 302, TALLAHASSEE, FL,	LEON COUNTY-LAKE JACKSON LIBRARY	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210540	102146658	5032185	16327 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY-FT BRADEN LIBRARY	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032185	16327 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY-FT BRADEN LIBRARY	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032185	16327 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY-FT BRADEN LIBRARY	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032185	16327 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY-FT BRADEN LIBRARY	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210540	102146658	5032186	1907 S MONROE ST, TALLAHASSEE, FL, 32301-5529	LEON COUNTY-FACILITIES	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5032186	1907 S MONROE ST, TALLAHASSEE, FL, 32301-5529	LEON COUNTY-FACILITIES	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032186	1907 S MONROE ST, TALLAHASSEE, FL, 32301-5529	LEON COUNTY-FACILITIES	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00

	102146658	5032186	1907 S MONROE ST, TALLAHASSEE, FL, 32301-5529	LEON COUNTY- FACILITIES	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS210540 5	102146658	5032188	615 PAUL RUSSELL RD, TALLAHASSEE, FL, 32301-7060	LEON COUNTY- CO-OP	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032188	615 PAUL RUSSELL RD, TALLAHASSEE, FL, 32301-7060	LEON COUNTY- CO-OP	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032188	615 PAUL RUSSELL RD, TALLAHASSEE, FL, 32301-7060	LEON COUNTY- CO-OP	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032188	615 PAUL RUSSELL RD, TALLAHASSEE, FL, 32301-7060	LEON COUNTY- CO-OP	60	SOFTWAR E SUBSCRIP	AN	0.00	0.00	0.00
SUS210540 6	102146658	5032190	918 RAILROAD AVE, TALLAHASSEE, FL, 32310-4348	LEON COUNTY- HHS/VETERN	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032190	918 RAILROAD AVE, TALLAHASSEE, FL, 32310-4348	LEON COUNTY- HHS/VETERN	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032190	918 RAILROAD AVE, TALLAHASSEE, FL, 32310-4348	LEON COUNTY- HHS/VETERN	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032190	918 RAILROAD AVE, TALLAHASSEE, FL, 32310-4348	LEON COUNTY- HHS/VETERN	60	SOFTWAR E SUBSCRIP	AN	0.00	0.00	0.00
SUS210540 7	102146658	5032191	4900 GUM RD, TALLAHASSEE, FL, 32304-9129	LEON COUNTY- TRANSFER STATION	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5032191	4900 GUM RD, TALLAHASSEE, FL, 32304-9129	LEON COUNTY- TRANSFER STATION	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032191	4900 GUM RD, TALLAHASSEE, FL, 32304-9129	LEON COUNTY- TRANSFER STATION	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032191	4900 GUM RD, TALLAHASSEE, FL, 32304-9129	LEON COUNTY- TRANSFER STATION	60	SOFTWAR E SUBSCRIP	AN	0.00	0.00	0.00
SUS210540 8	102146658	5032192	7550 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY- LANDFILL	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5032192	7550 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY- LANDFILL	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032192	7550 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY- LANDFILL	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032192	7550 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY- LANDFILL	60	SOFTWAR E SUBSCRIP	AN	0.00	0.00	0.00
SUS210540 9	102146658	5032195	435 N MACOMB, TALLAHASSEE, FL, 32303	LEON COUNTY- DSEM	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032195	435 N MACOMB, TALLAHASSEE, FL, 32303	LEON COUNTY- DSEM	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032195	435 N MACOMB, TALLAHASSEE, FL, 32303	LEON COUNTY- DSEM	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5032195	435 N MACOMB, TALLAHASSEE, FL, 32303	LEON COUNTY- DSEM	60	SOFTWAR E SUBSCRIP	AN	0.00	0.00	0.00
SUS210541 0	102146658	5032201	501 #C APPLEYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- PROBATION /IDA	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5032201	501 #C APPLEYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- PROBATION /IDA	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032201	501 #C APPLEYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- PROBATION /IDA	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5032201	501 #C APPLEYARD DR, TALLAHASSEE, FL, 32304	LEON COUNTY- PROBATION /IDA	60	SOFTWAR E SUBSCRIP	AN	0.00	0.00	0.00

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SUS210541 1	102146658	5032202	2280 MICCOSUKEE RD, TALLAHASSEE, FL, 32308-5310	LEON COUNTY-PUBLIC WORKS/EMS	60	Onsite Support - 24x7x4	AN	1,683.12	1,683.12	8,415.60
	102146658	5032202	2280 MICCOSUKEE RD, TALLAHASSEE, FL, 32308-5310	LEON COUNTY-PUBLIC WORKS/EMS	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5032202	2280 MICCOSUKEE RD, TALLAHASSEE, FL, 32308-5310	LEON COUNTY-PUBLIC WORKS/EMS	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
	102146658	5032202	2280 MICCOSUKEE RD, TALLAHASSEE, FL, 32308-5310	LEON COUNTY-PUBLIC WORKS/EMS	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS210541 2	102146658	5364188	2990-1 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY-SUPERVISOR OF ELECTIONS	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5364188	2990-1 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY-SUPERVISOR OF ELECTIONS	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5364188	2990-1 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY-SUPERVISOR OF ELECTIONS	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5364188	2990-1 APALACHEE PKWY, TALLAHASSEE, FL,	LEON COUNTY-SUPERVISOR OF ELECTIONS	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210541 3	102146658	5371894	911 EASTERWOOD DR, TALLAHASSEE, FL, 32311	LEON COUNTY-PUBLIC SAFETY CENTER	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5371894	911 EASTERWOOD DR, TALLAHASSEE, FL, 32311	LEON COUNTY-PUBLIC SAFETY CENTER	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5371894	911 EASTERWOOD DR, TALLAHASSEE, FL, 32311	LEON COUNTY-PUBLIC SAFETY CENTER	60	Onsite Support - 24x7x4	AN	841.44	841.44	4,207.20
	102146658	5371894	911 EASTERWOOD DR, TALLAHASSEE, FL, 32311	LEON COUNTY-PUBLIC SAFETY CENTER	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210541 4	102146658	5398902	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY SHERIFF'S OFFICE	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5398902	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY SHERIFF'S OFFICE	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5398902	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY SHERIFF'S OFFICE	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5398902	2825 MUNICIPAL WY, TALLAHASSEE, FL, 32304	LEON COUNTY SHERIFF'S OFFICE	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210541 5	102146658	5402704	1276 METROPOLITAN BLVD STE 102, TALLAHASSEE, FL	LEON COUNTY GOVERNMENT - METRO	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5402704	1276 METROPOLITAN BLVD STE 102, TALLAHASSEE, FL	LEON COUNTY GOVERNMENT - METRO	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5402704	1276 METROPOLITAN BLVD STE 102, TALLAHASSEE, FL	LEON COUNTY GOVERNMENT - METRO	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
	102146658	5402704	1276 METROPOLITAN BLVD STE 102, TALLAHASSEE, FL	LEON COUNTY GOVERNMENT - METRO	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS210541 6	102146658	5402709	1210 CAPITAL CIRCLE SE, TALLAHASSEE, FL, 32301-3813	LEON COUNTY - TAX COLLECTOR ANNEX	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5402709	1210 CAPITAL CIRCLE SE, TALLAHASSEE, FL, 32301-3813	LEON COUNTY - TAX COLLECTOR ANNEX	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5402709	1210 CAPITAL CIRCLE SE, TALLAHASSEE, FL, 32301-3813	LEON COUNTY - TAX COLLECTOR ANNEX	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5402709	1210 CAPITAL CIRCLE SE, TALLAHASSEE, FL, 32301-3813	LEON COUNTY - TAX COLLECTOR ANNEX	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210541 7	102146658	5402712	807-1 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY-WESTSIDE	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00

	102146658	5402712	807-1 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY- WESTSIDE	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5402712	807-1 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY- WESTSIDE	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
	102146658	5402712	807-1 BLOUNTSTOWN HWY, TALLAHASSEE, FL	LEON COUNTY- WESTSIDE	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS210541 8	102146658	5402717	3477 S MONROE ST, TALLAHASSEE, FL, 32301-7200	LEON COUNTY- TAX COLLECTOR SOUTHSIDE	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5402717	3477 S MONROE ST, TALLAHASSEE, FL, 32301-7200	LEON COUNTY- TAX COLLECTOR SOUTHSIDE	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5402717	3477 S MONROE ST, TALLAHASSEE, FL, 32301-7200	LEON COUNTY- TAX COLLECTOR SOUTHSIDE	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5402717	3477 S MONROE ST, TALLAHASSEE, FL, 32301-7200	LEON COUNTY- TAX COLLECTOR SOUTHSIDE	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
SUS210541 9	102146658	5402721	315 S CALHOUN ST STE 110, TALLAHASSEE, FL,	LEON COUNTY- BofA BUILDING	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5402721	315 S CALHOUN ST STE 110, TALLAHASSEE, FL,	LEON COUNTY- BofA BUILDING	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5402721	315 S CALHOUN ST STE 110, TALLAHASSEE, FL,	LEON COUNTY- BofA BUILDING	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00
	102146658	5402721	315 S CALHOUN ST STE 110, TALLAHASSEE, FL,	LEON COUNTY- BofA BUILDING	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
SUS210542 0	102146658	5402945	3840 N MONROE ST STE 102, TALLAHASSEE, FL,	LEON COUNTY- TAX COLLECTOR LAKE JACKSON	60	Onsite Support - 24x7x4	AN	706.80	706.80	3,534.00
	102146658	5402945	3840 N MONROE ST STE 102, TALLAHASSEE, FL,	LEON COUNTY- TAX COLLECTOR LAKE JACKSON	60	Reinitiation Fee	PP	0.00	0.00	0.00
	102146658	5402945	3840 N MONROE ST STE 102, TALLAHASSEE, FL,	LEON COUNTY- TAX COLLECTOR LAKE JACKSON	60	SA Preferred + Upgrade	PP	0.00	0.00	0.00
	102146658	5402945	3840 N MONROE ST STE 102, TALLAHASSEE, FL,	LEON COUNTY- TAX COLLECTOR LAKE JACKSON	60	SOFTWARE SUBSCRIP	AN	0.00	0.00	0.00

Total								172,818.60	172,818.60	864,093.00
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**Location Detail**

Location Name: LEON COUNTY GOVERNMENT			Location QRN: SUS2105394			Location Number: 4571699		
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
344223	359	SA PREF AURA R8 ANALOG 3YAN	60	555	Preferred Support	AN	0.00	0.00
397108	359	AURA R8 ANALOG NEW/ADD LIC						
344279	3044	SA PREF AURA R8 CORE 3YAN	60	555	Preferred Support	AN	0.00	0.00
396794	3044	AURA R8 CORE NEW LIC						
230194	2	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	140.26	1,683.12
700506956	2	G450 MP160 MEDIA GATEWAY NON GSA						
+348103	160	SA PREF CMS R19 251+ 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
392709	160	CMS R19 AGT NEW 251+ LIC						
+348109	10	SA PREF CMS R19 SUPV 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
392715	10	CMS R19 SUPV NEW/ADD LIC						
+348115	1	SA PREF CMS R19 INITIAL ACD 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
392720	1	CMS R19 INITIAL ACD LIC						
+348169	5	SA PREF CMS R19 ODBC/JDBC/ADD 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
392741	5	CMS R19 ODBC/JDBC NEW/ADD LIC						



+284959	1	SA PREF ADS SAL GTWY OVA	60	402	Preferred Support	AN	0.00	0.00
307098	1	ADS SAL GTWY OVA						
232729	500	SA PREF ASBCE R6 STD SVCS 1-500 3YAN	60	402	Preferred Support	AN	0.00	0.00
270137	500	ASBCE R6.2+ STD SVCS LIC 1-500						
+344589	2	SA PREF SM R8 SYSTEM 3YAN	60	555	Preferred Support	AN	0.00	0.00
397941	2	SM R8 SYSTEM LIC						
+349298	2	SA PREF SM R8 VE VAPP ENBL 3YAN	60	555	Preferred Support	AN	0.00	0.00
397903	2	SM R8 VE VAPP ENABLE						
+344627	1	SA PREF SYS MGR R8 LIC 3YAN	60	555	Preferred Support	AN	0.00	0.00
397287	1	AURA SMGR R8 LIC						
344161	57	SA PREF CC R8 ELITE AGT 3YAN	60	555	Preferred Support	AN	0.00	0.00
397500	57	CC R8 ELITE AGT ADD 1-250 LIC						
344161	103	SA PREF CC R8 ELITE AGT 3YAN	60	555	Preferred Support	AN	0.00	0.00
396839	103	CC R8 ELITE AGT NEW 251+ LIC						
344042	75	SA PREF AES R8 DMCC BASIC 3YAN	60	555	Preferred Support	AN	0.00	0.00
397548	75	AES R8 DMCC BASIC LIC						
+344147	1	SA PREF AES R8 PLDS ENBL APPL 3YAN	60	555	Preferred Support	AN	0.00	0.00
397583	1	AES R8 PLDS ENABLE FOR APPL LIC						
342666	1	SA PREF WORKPL ATTD R5 SERVER 3YAN	60	402	Preferred Support	AN	36.45	437.40
394379	1	WRKPL ATTD R5 SYS NEW						
+284960	1	UPG ADV ADS SAL GTWY OVA	60	410	Upgrade Advantage	AN	0.00	0.00
307098	1	ADS SAL GTWY OVA						
232735	500	UPG ADV ASBCE R6 STD SVCS 1-500 3YAN	60	410	Upgrade Advantage	AN	0.00	0.00
270137	500	ASBCE R6.2+ STD SVCS LIC 1-500						
342673	1	UPG ADV WORKPL ATTD R5 SERVER 3YAN	60	410	Upgrade Advantage	AN	10.48	125.76
394379	1	WRKPL ATTD R5 SYS NEW						
344223	72	SA PREF AURA R8 ANALOG 3YAN	60	555	Preferred Support	AN	0.00	0.00
344279	609	SA PREF AURA R8 CORE 3YAN	60	555	Preferred Support	AN	0.00	0.00
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403546	359	UC BASIC LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	689.28	8,271.36
+403552	2884	UC CORE LIC FIXED SUBS 5YRAN @	60	402	SOFTWARE SUBSCRIPTION	AN	8,190.56	98,286.72
+349595	431	AVAYA SPACES SUBS SUPPORT	60	640	SPACES SOFTWARE	AN	0.00	0.00
+349595	3653	AVAYA SPACES SUBS SUPPORT	60	640	SPACES SOFTWARE	AN	0.00	0.00
+403104	431	AVAYA SPACES ESSNTL USER SUB	60	640	SPACES SOFTWARE	AN	0.00	0.00
+403105	3653	AVAYA SPACES BUSINESS USER SUB	60	640	SPACES SOFTWARE	AN	0.00	0.00
+403246	431	AV SPACES ESSNTL TERM SUB 5 YR AN	60	640	SPACES SOFTWARE	AN	0.00	0.00
+403332	3653	AV SPACES BUS TERM SUB 5 YR AN	60	640	SPACES SOFTWARE	AN	0.00	0.00
+348103	32	SA PREF CMS R19 251+ 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
+348109	2	SA PREF CMS R19 SUPV 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
+348115	1	SA PREF CMS R19 INITIAL ACD 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
+348169	1	SA PREF CMS R19 ODBC/JDBC/ADD 3YAN	60	555	SA Preferred + Upgrade Advantage	AN	0.00	0.00
+348178	1	SA PREF CMS R19 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+236487	1	SA PREF ASBCE R6 LIC MOVE TRKG	60			PP	0.00	0.00
+344363	1	SA PREF SM R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
344161	32	SA PREF CC R8 ELITE AGT 3YAN	60	555	Preferred Support	AN	0.00	0.00
+403564	160	CC VOICE AGT LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	3,632.00	43,584.00
+344359	1	SA PREF AES R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+405829	75	3RD PARTY CTI ENT LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00

Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
344223	359	SA PREF AURA R8 ANALOG 3YAN	0.00	0.00	0.00	555	60	AN
344279	3044	SA PREF AURA R8 CORE 3YAN	0.00	0.00	0.00	555	60	AN
230194	2	SA ON-SITE 24X7 CM MED GTWY 3YAN #	1,683.12	1,683.12	8,415.60	405	60	AN
+348103	160	SA PREF CMS R19 251+ 3YAN	0.00	0.00	0.00	555	60	AN
+348109	10	SA PREF CMS R19 SUPV 3YAN	0.00	0.00	0.00	555	60	AN
+348115	1	SA PREF CMS R19 INITIAL ACD 3YAN	0.00	0.00	0.00	555	60	AN
+348169	5	SA PREF CMS R19 ODBC/JDBC/ADD 3YAN	0.00	0.00	0.00	555	60	AN
+284959	1	SA PREF ADS SAL GTWY OVA	0.00	0.00	0.00	402	60	AN
232729	500	SA PREF ASBCE R6 STD SVCS 1-500 3YAN	0.00	0.00	0.00	402	60	AN
+344589	2	SA PREF SM R8 SYSTEM 3YAN	0.00	0.00	0.00	555	60	AN
+349298	2	SA PREF SM R8 VE VAPP ENBL 3YAN	0.00	0.00	0.00	555	60	AN
+344627	1	SA PREF SYS MGR R8 LIC 3YAN	0.00	0.00	0.00	555	60	AN
344161	57	SA PREF CC R8 ELITE AGT 3YAN	0.00	0.00	0.00	555	60	AN
344161	103	SA PREF CC R8 ELITE AGT 3YAN	0.00	0.00	0.00	555	60	AN
344042	75	SA PREF AES R8 DMCC BASIC 3YAN	0.00	0.00	0.00	555	60	AN
+344147	1	SA PREF AES R8 PLDS ENBL APPL 3YAN	0.00	0.00	0.00	555	60	AN
342666	1	SA PREF WORKPL ATTD R5 SERVER 3YAN	437.40	437.40	2,187.00	402	60	AN
		Total Summary Support Advantage	2,120.52	2,120.52	10,602.60			
<b>Summary Upgrade Advantage</b>								
+284960	1	UPG ADV ADS SAL GTWY OVA	0.00	0.00	0.00	410	60	AN
232735	500	UPG ADV ASBCE R6 STD SVCS 1-500 3YAN	0.00	0.00	0.00	410	60	AN
342673	1	UPG ADV WORKPL ATTD R5 SERVER 3YAN	125.76	125.76	628.80	410	60	AN
		Total Summary Upgrade Advantage	125.76	125.76	628.80			
<b>Summary Software Subscription</b>								
344223	72	SA PREF AURA R8 ANALOG 3YAN	0.00	0.00	0.00	555	60	AN
344279	609	SA PREF AURA R8 CORE 3YAN	0.00	0.00	0.00	555	60	AN
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403546	359	UC BASIC LIC FIXED SUBS 5YRAN	8,271.36	8,271.36	41,356.80	402	60	AN
+403552	2884	UC CORE LIC FIXED SUBS 5YRAN @	98,286.72	98,286.72	491,433.60	402	60	AN
+349595	431	AVAYA SPACES SUBS SUPPORT	0.00	0.00	0.00	640	60	AN
+349595	3653	AVAYA SPACES SUBS SUPPORT	0.00	0.00	0.00	640	60	AN
+403104	431	AVAYA SPACES ESSNTL USER SUB	0.00	0.00	0.00	640	60	AN
+403105	3653	AVAYA SPACES BUSINESS USER SUB	0.00	0.00	0.00	640	60	AN
+403246	431	AV SPACES ESSNTL TERM SUB 5 YR AN	0.00	0.00	0.00	640	60	AN
+403332	3653	AV SPACES BUS TERM SUB 5 YR AN	0.00	0.00	0.00	640	60	AN
+348103	32	SA PREF CMS R19 251+ 3YAN	0.00	0.00	0.00	555	60	AN
+348109	2	SA PREF CMS R19 SUPV 3YAN	0.00	0.00	0.00	555	60	AN
+348115	1	SA PREF CMS R19 INITIAL ACD 3YAN	0.00	0.00	0.00	555	60	AN
+348169	1	SA PREF CMS R19 ODBC/JDBC/ADD 3YAN	0.00	0.00	0.00	555	60	AN
+348178	1	SA PREF CMS R19 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+236487	1	SA PREF ASBCE R6 LIC MOVE TRKG	0.00	0.00	0.00		60	PP
+344363	1	SA PREF SM R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
344161	32	SA PREF CC R8 ELITE AGT 3YAN	0.00	0.00	0.00	555	60	AN
+403564	160	CC VOICE AGT LIC FIXED SUBS 5YRAN	43,584.00	43,584.00	217,920.00	402	60	AN
+344359	1	SA PREF AES R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+405829	75	3RD PARTY CTI ENT LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	150,142.08	150,142.08	750,710.40			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			152,388.36	152,388.36	761,941.80			

Location Name: LEON COUNTY- JAIL			Location QRN: SUS2105395			Location Number: 5397694		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44	841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44	841.44	4,207.20			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			841.44	841.44	4,207.20			

Location Name: LEON COUNTY- SHERIFFS OFFICE			Location QRN: SUS2105396			Location Number: 5397666		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44	841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44	841.44	4,207.20			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			841.44	841.44	4,207.20			

Location Name: LEON COUNTY- SHERIFFS AVIATION UNIT			Location QRN: SUS2105397			Location Number: 5397705		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value

Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

Location Name: LEON COUNTY- LEROY COLLINS			Location QRN: SUS2105398			Location Number: 5032120		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44
700506956	1	G450 MP160 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44	841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44	841.44	4,207.20			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			841.44	841.44	4,207.20			

Location Name: LEON COUNTY - EASTSIDE LIBRARY			Location QRN: SUS2105399			Location Number: 5032180		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00

+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY- NORTHEAST LIBRARY</b>			<b>Location QRN: SUS2105400</b>			<b>Location Number: 5032182</b>		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY- BLP LIBRARY</b>			<b>Location QRN: SUS2105401</b>			<b>Location Number: 5032183</b>		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
Total Summary Support Advantage			706.80	706.80	3,534.00			
Summary Software Subscription								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription			0.00	0.00	0.00			
Summary Miscellaneous Elements								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements			0.00	0.00	0.00			
<b>Location Total</b>			<b>706.80</b>	<b>706.80</b>	<b>3,534.00</b>			

<b>Location Name: LEON COUNTY- LAKE JACKSON LIBRARY</b>	<b>Location QRN: SUS2105402</b>	<b>Location Number: 5032184</b>
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
Total Summary Support Advantage			706.80	706.80	3,534.00			
Summary Software Subscription								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription			0.00	0.00	0.00			
Summary Miscellaneous Elements								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements			0.00	0.00	0.00			
<b>Location Total</b>			<b>706.80</b>	<b>706.80</b>	<b>3,534.00</b>			

<b>Location Name: LEON COUNTY- FT BRADEN LIBRARY</b>	<b>Location QRN: SUS2105403</b>	<b>Location Number: 5032185</b>
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
Total Summary Support Advantage			706.80	706.80	3,534.00			

Summary Software Subscription									
+344360	1	SA PREF AURA R8 LIC MOVE TRKG		0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN		0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription				0.00	0.00	0.00			
Summary Miscellaneous Elements									
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE		0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements				0.00	0.00	0.00			
<b>Location Total</b>				706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY- FACILITIES</b>			<b>Location QRN: SUS2105404</b>			<b>Location Number: 5032186</b>			
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44
700506956	1	G450 MP160 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage									
+344345	1	SA PREF REMOTE SITE TRKG AURA R8		0.00	0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #		841.44	841.44	4,207.20	405	60	AN
Total Summary Support Advantage				841.44	841.44	4,207.20			

Summary Software Subscription									
+344360	1	SA PREF AURA R8 LIC MOVE TRKG		0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN		0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription				0.00	0.00	0.00			

Summary Miscellaneous Elements									
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE		0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements				0.00	0.00	0.00			
<b>Location Total</b>				841.44	841.44	4,207.20			

<b>Location Name: LEON COUNTY- CO-OP</b>			<b>Location QRN: SUS2105405</b>			<b>Location Number: 5032188</b>			
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage									
+344345	1	SA PREF REMOTE SITE TRKG AURA R8		0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #		706.80	706.80	3,534.00	405	60	AN
Total Summary Support Advantage				706.80	706.80	3,534.00			

Summary Software Subscription									
+344360	1	SA PREF AURA R8 LIC MOVE TRKG		0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN		0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription				0.00	0.00	0.00			

Summary Miscellaneous Elements								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements			0.00	0.00	0.00			
<b>Location Total</b>			<b>706.80</b>	<b>706.80</b>	<b>3,534.00</b>			

<b>Location Name: LEON COUNTY- HHS/VETERN</b>	<b>Location QRN: SUS2105406</b>	<b>Location Number: 5032190</b>
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
Total Summary Support Advantage			706.80	706.80	3,534.00			

Summary Software Subscription								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription			0.00	0.00	0.00			

Summary Miscellaneous Elements								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements			0.00	0.00	0.00			
<b>Location Total</b>			<b>706.80</b>	<b>706.80</b>	<b>3,534.00</b>			

<b>Location Name: LEON COUNTY- TRANSFER STATION</b>	<b>Location QRN: SUS2105407</b>	<b>Location Number: 5032191</b>
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700506958	1	G430 MP120 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency

Summary Support Advantage								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
Total Summary Support Advantage			706.80	706.80	3,534.00			

Summary Software Subscription								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
Total Summary Software Subscription			0.00	0.00	0.00			

Summary Miscellaneous Elements								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
Total Summary Miscellaneous Elements			0.00	0.00	0.00			
<b>Location Total</b>			<b>706.80</b>	<b>706.80</b>	<b>3,534.00</b>			



Location Name: LEON COUNTY-LANDFILL			Location QRN: SUS2105408			Location Number: 5032192			
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value	
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00	
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44	
700506956	1	G450 MP160 MEDIA GATEWAY NON GSA							
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00	
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00	
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00	
Code	Qty	Description	Estimated 1st Invoice Value		Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>									
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00		0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44		841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44		841.44	4,207.20			
<b>Summary Software Subscription</b>									
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00		0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00		0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00		0.00	0.00			
<b>Summary Miscellaneous Elements</b>									
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00		0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00		0.00	0.00			
<b>Location Total</b>			841.44		841.44	4,207.20			

Location Name: LEON COUNTY- DSEM			Location QRN: SUS2105409			Location Number: 5032195			
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value	
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00	
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44	
700506956	1	G450 MP160 MEDIA GATEWAY NON GSA							
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00	
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00	
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00	
Code	Qty	Description	Estimated 1st Invoice Value		Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>									
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00		0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44		841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44		841.44	4,207.20			
<b>Summary Software Subscription</b>									
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00		0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00		0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00		0.00	0.00			
<b>Summary Miscellaneous Elements</b>									
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00		0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00		0.00	0.00			
<b>Location Total</b>			841.44		841.44	4,207.20			

Location Name: LEON COUNTY- PROBATION /IDA			Location QRN: SUS2105410			Location Number: 5032201			
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value	
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00	

230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44
700506956	1	G450 MP160 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
<b>Code</b>	<b>Qty</b>	<b>Description</b>	<b>Estimated 1st Invoice Value</b>	<b>Subsequent Invoice Value</b>	<b>Total Contract Value</b>	<b>Coverage ID</b>	<b>Service Term</b>	<b>Billing Frequency</b>
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44	841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44	841.44	4,207.20			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			841.44	841.44	4,207.20			

<b>Location Name: LEON COUNTY- PUBLIC WORKS/EMS</b>			<b>Location QRN: SUS2105411</b>			<b>Location Number: 5032202</b>		
<b>Material Code</b>	<b>Qty</b>	<b>Description</b>	<b>Service Term</b>	<b>Coverage ID</b>	<b>Coverage Type</b>	<b>Billing Frequency</b>	<b>Extended Price</b>	<b>Estimated 1st Invoice Value</b>
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230194	2	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	140.26	1,683.12
700506956	2	G450 MP160 MEDIA GATEWAY NON GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
<b>Code</b>	<b>Qty</b>	<b>Description</b>	<b>Estimated 1st Invoice Value</b>	<b>Subsequent Invoice Value</b>	<b>Total Contract Value</b>	<b>Coverage ID</b>	<b>Service Term</b>	<b>Billing Frequency</b>
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230194	2	SA ON-SITE 24X7 CM MED GTWY 3YAN #	1,683.12	1,683.12	8,415.60	405	60	AN
		Total Summary Support Advantage	1,683.12	1,683.12	8,415.60			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			1,683.12	1,683.12	8,415.60			

<b>Location Name: LEON COUNTY- SUPERVISOR OF ELECTIONS</b>			<b>Location QRN: SUS2105412</b>			<b>Location Number: 5364188</b>		
<b>Material Code</b>	<b>Qty</b>	<b>Description</b>	<b>Service Term</b>	<b>Coverage ID</b>	<b>Coverage Type</b>	<b>Billing Frequency</b>	<b>Extended Price</b>	<b>Estimated 1st Invoice Value</b>
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00

+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY- PUBLIC SAFETY CENTER</b>			<b>Location QRN: SUS2105413</b>			<b>Location Number: 5371894</b>		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	70.12	841.44
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230194	1	SA ON-SITE 24X7 CM MED GTWY 3YAN #	841.44	841.44	4,207.20	405	60	AN
		Total Summary Support Advantage	841.44	841.44	4,207.20			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			841.44	841.44	4,207.20			

<b>Location Name: LEON COUNTY SHERIFF'S OFFICE</b>			<b>Location QRN: SUS2105414</b>			<b>Location Number: 5398902</b>		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								

+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY GOVERNMENT - METRO</b>			<b>Location QRN: SUS2105415</b>			<b>Location Number: 5402704</b>		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY - TAX COLLECTOR ANNEX</b>			<b>Location QRN: SUS2105416</b>			<b>Location Number: 5402709</b>		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								

+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY- WESTSIDE</b>			<b>Location QRN: SUS2105417</b>			<b>Location Number: 5402712</b>		
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00

Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
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<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			

<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			

<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

<b>Location Name: LEON COUNTY- TAX COLLECTOR SOUTHSIDE</b>			<b>Location QRN: SUS2105418</b>			<b>Location Number: 5402717</b>		
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Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00

Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
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<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			

<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			

<b>Summary Miscellaneous Elements</b>								
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+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

Location Name: LEON COUNTY- BofA BUILDING			Location QRN: SUS2105419			Location Number: 5402721		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

Location Name: LEON COUNTY- TAX COLLECTOR LAKE			Location QRN: SUS2105420			Location Number: 5402945		
Material Code	Qty	Description	Service Term	Coverage ID	Coverage Type	Billing Frequency	Extended Price	Estimated 1st Invoice Value
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	60	555	Remote Tracking Code - Preferred Support	PP	0.00	0.00
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	60	405	Onsite Support - 24x7x4 hours	AN	58.90	706.80
700476393	1	G430 MEDIA GATEWAY NON-GSA						
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	60	555	SA Preferred + Upgrade Advantage	PP	0.00	0.00
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	60	402	SOFTWARE SUBSCRIPTION	AN	0.00	0.00
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	60		Reinitiation Fee	PP	0.00	0.00
Code	Qty	Description	Estimated 1st Invoice Value	Subsequent Invoice Value	Total Contract Value	Coverage ID	Service Term	Billing Frequency
<b>Summary Support Advantage</b>								
+344345	1	SA PREF REMOTE SITE TRKG AURA R8	0.00	0.00	0.00	555	60	PP
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN #	706.80	706.80	3,534.00	405	60	AN
		Total Summary Support Advantage	706.80	706.80	3,534.00			
<b>Summary Software Subscription</b>								
+344360	1	SA PREF AURA R8 LIC MOVE TRKG	0.00	0.00	0.00	555	60	PP
+403552	1	UC CORE LIC FIXED SUBS 5YRAN	0.00	0.00	0.00	402	60	AN
		Total Summary Software Subscription	0.00	0.00	0.00			
<b>Summary Miscellaneous Elements</b>								
+262690	1	RE-INIT FEE - SUPPORT ADVANTAGE	0.00	0.00	0.00		60	PP
		Total Summary Miscellaneous Elements	0.00	0.00	0.00			
<b>Location Total</b>			706.80	706.80	3,534.00			

*Version dated 1-03-2021*

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# **Avaya OneCloud™ Subscription Licensing Supplement**

DRAFT

Issue 1.7

Date January 03, 2021

## A. Overview Avaya OneCloud™ Subscription Licensing

Avaya OneCloud™ Subscription Licensing is a software licensing model whereby software bundles are licensed to users at a per license/agent subscription price which includes:

- License to use eligible software;
- Software Upgrade subscription entitlements; and
- Remote technical support entitlements.

Subscription Licensing includes Fixed Term and Pay-per-Usage based subscriptions.

## B. Software Eligible for Subscription

The following Avaya software packages are available to be purchased in the Avaya OneCloud™ Subscription Licensing model:

OneCloud™ Experience	License Packages	License Add-Ons
Employee Experience	Basic Core Power	AES TSAPI BASIC and DMCC- 3 <sup>rd</sup> Party CTI** Attendant Speech to Text Text to Speech
Customer Experience	Basic Agent Digital Agent Digital Premium IVR Call Back Assist Proactive Outreach Manager CRM Connector* Workspaces for Salesforce* Workforce Engagement Contact Recording Quality Management Workforce Management	Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics Advanced Desktop Analytics Speech Analytics including Transcription Speech Analytics ( Advanced) Multilingual Agents Real Time Speech Analytics Add On Customer Feedback Interaction Data Export Manager Data Center Redundancy N+N CR Redundancy

\*no overage entitlements

\*\* limited overage entitlements

Overage entitlement: Many Avaya OneCloud™ Subscription Licensing bundles include a 20% overage above the contracted number of units of Subscription Licenses. Customers have access to this overage during the contract period without any additional fees. Customers can grow beyond the overage by purchasing additional Avaya Subscription Licenses which will be co-terminous with their existing Avaya OneCloud™ Subscription Licensing order. (Bundles identified by an asterisk do not include any overage entitlement. Bundles identified by a double asterisk: CTI (TSAPI BASIC



and/or DMCC) do not include coverage for perpetual licenses the customer currently has when converting their existing installed base into Subscription. Customers are entitled to coverage for any new/additional 3rd party CTI purchased as part of the Subscription. )

### **C. Support Coverage**

All Avaya OneCloud™ Subscription Licensing bundles include Support Advantage Preferred with Upgrade Advantage. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at

<https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>

### **D. Conversion of legacy licenses**

Avaya Aura® R6.3.118 Load 141 and R7 licenses may be converted to Subscription Licensing. The feature entitlements and 20% overage for these licenses will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at

<https://downloads.avaya.com/css/P8/documents/100081098>

### **E. Avaya Spaces service entitlement**

Each user or agent bundle is entitled to an Avaya Spaces user account during the Subscription License Term, where available. Avaya Spaces is a hosted offer and is not available in all geographies. If Spaces is not available from the seller in the geography where the Subscribed Licenses are purchased, then Customer is not entitled to receive it during the Subscription Term as part of the Subscription bundle. The Customer must register on <http://avayaspaces.com> to activate the service. The Avaya Spaces service is subject to the then-current Service Description, Subscription Services Terms and the Terms of Use set forth on the Avaya Spaces website, a copy of which is available at:

<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>

### **F. Conversion of Perpetual Licenses to Avaya OneCloud™ Subscription Licenses**

At the time of conversion or upgrade to Subscription Licensing, the End Users may convert their perpetual licenses into Subscription Licenses on a per System basis. Avaya perpetual licenses surrendered as part of a conversion to Subscription Licensing may receive Investment Protection Program credits. To be eligible for Investment Protection Program credits, perpetual licenses must be under and remain under a current contract for Avaya-provided maintenance support until the effective date of the Subscription Licensing Term.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya Subscription Licenses purchased.

Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription License Term of the Subscription License is extended, the licenses will be renewed as Subscription Licenses at then-current rates. Investment Protection Program credits do not extend past the first Subscription License Term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses will immediately terminate upon conversion and Customer shall return or destroy tangible editions of such perpetual licenses.

## G. Supported Avaya OneCloud™ Subscription License Use Cases

A Customer network may include a single System instance or may be part of a larger network made up of multiple System instances. Customers have the flexibility to choose to deploy perpetual licenses or Subscription Licenses on each of their Workplace and Contact Center System instances - Including Avaya Workforce Engagement but cannot mix Subscription Licenses and perpetual licenses within the same System.

- **Some Examples:**
- Within a System instance a customer may choose to deploy 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as Subscription Licenses.
- Within a System a customer may choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as perpetual licenses.
- Within a System a customer may **not** choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Core Suite as perpetual licenses.
- A customer may deploy one System with 2000 Core Suite Subscription Licenses and a second distinct system with 1000 Core Suite as perpetual licenses.

## H. New and Add/Expansion

Do we mean: Products available to be purchased using the Subscription Licensing model are subject to Avaya's Product Lifecycle Policy found at

<https://downloads.avaya.com/css/P8/documents/100081098>

## I. Term

The "**Subscription License Term**" for Subscription License(s) is the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term shall be identified on the Customer order form.

Subscription License Term options include 1 year, 3 year or 5 year terms.

## J. Subscription License Term Start Date

Unless an earlier date is specified in an order, the Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:

New System builds:

- If Avaya sells and installs the Subscription Licenses directly, the Subscription License Term will commence on the date Avaya notifies the Customer that the Subscription Licenses are installed according to specifications.
- If Avaya sells the Subscription Licenses directly, but does not install the Subscription Licenses, the Subscription License Term will commence on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the End User premises.
- If the Subscription Licenses are purchased through an Avaya channel partner (including Support Advantage Retail), regardless of what company installs the Subscription Licenses, term will commence on the first day of the second month following the order of the Subscription Licenses.

## K. Conversions to Subscription Licensing:

If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing maintenance support order, the Subscription License Term starts on the start date specified on the order.

Additions to an existing Subscription License Term:

Subscription Licenses which are being added to an existing Subscription License Term are effective on the 1<sup>st</sup> day of the first month following Avaya's acceptance of the order for additional Subscription Licenses.

## L. Invoicing

Invoicing is in advance at the frequency identified on the order form. Monthly or annual in advance invoicing options are available.

## M. Pricing and Product Subscription Material Codes

Subscription Licenses are ordered and invoiced using specific material codes provided by Avaya or the Channel Partner. Pricing will be provided per Subscription License Bundle for the specific Bundle metric, and based on the length of the Software Subscription Term. Pricing is quoted exclusive of taxes and fees.

## N. Renewal of Coverage

To assure continuity of service and availability of the licensed solutions, Avaya Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If a customer is a direct Avaya customer located in the EU the Subscription Licenses Term will automatically renew for one year at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior

to the renewal date. If shorter renewal terms are required by local country laws or regulations, the Subscription License Term will automatically renew for at least one year, or for the maximum Term permitted by such local country laws or regulations, and Avaya will notify customer of same.

NOTE: OEM-3rd party Products will not automatically renew as new license keys will need to be issued for next term and price may be subject to change.

## **O. Termination**

The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days' written notice subject to termination fees equal to 50% of the remaining unpaid balance of the Subscription License Term; provided, that the following special termination terms apply to subscriptions for Workforce Engagement bundles: Customer may terminate a subscription for Workforce Engagement bundles in their entirety during the Subscription License Term upon thirty (30) days' written notice exercisable at any time after the first 28 months of the subscription term and subject to termination fees equal to 60% of the remaining unpaid balance of the Subscription License Term.

In no case will any prepaid fees be credited due to a contract terminated for convenience.

## **P. About this Document**

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing. In the event of a conflict between this Subscription Licensing Supplement and the Subscription License Terms in the Customer's purchase agreement with Avaya, the terms and conditions of this Subscription Licensing Supplement will control.

## Q. Glossary

- **Packages**- the collection of software included within a single Subscription License. Packages are detailed in section Appendix A
- **Customer**- the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.
- **End User**- the entity which purchases the Subscription Licenses directly from Avaya or indirectly from an Avaya channel partner, for its internal use and not for resale or sublicense.
- **Subscription License(s)** – software licenses ordered by the Customer which are subject to either a Fixed Term Software Subscription and/or a Pay-per-Use Software Subscription fee model providing the right to use the software for a defined period of time.
- **Fixed Term Software Subscription** - a fixed quantity of Units of software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a time-bound subscription basis.
- **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single Web License Manager System for licensing.

## Appendix A

Components	Avaya OneCloud UC Packages			Avaya OneCloud CC Packages
	Basic	Core	Power	BASIC CC
<b>SUITE LICENSING</b>				
Enhanced IPT/Analog License (NU,CU,SR)	Y	-	-	-
Core Suite License (NU,CU,SR)	-	Y	-	Y
Power Suite License (NU,CU,SR)	-	-	Y	-
<b>MESSAGING (NU)</b>	<b>BASIC</b>	<b>ADVANCED</b>	<b>ADVANCED</b>	<b>ADVANCED</b>
<b>PRESENCE SERVICES (NU)</b>		Y	Y	Y
<b>SESSION BORDER CONTROLLER (CU,DS)</b>	Y	Y	Y	Y
<b>SESSION MANAGER (DS,NU,SR)</b>	Y	Y	Y	Y
<b>AVAYA AURA MEDIA SERVER (DS,CU)</b>	Y	Y	Y	Y
<b>EQUINOX CONFERENCING (NU,CU,SR,DS)</b>			Y	
<b>SPACES</b>	<b>ESSENTIAL</b>	<b>BUSINESS</b>	<b>POWER</b>	<b>BUSINESS</b>
UC Core Subscription User (NU,CU,SR)				Y
CC ELITE (CU)				Y
Desktop (CU, NU, DS)				Y
CALL MANAGEMENT SYSTEM (CU, DS, SR)				Y
EXPERIENCE PORTAL (CU, SR, DS)				Y
NU = Named User CU = Concurrent User SR = Shrink Wrapped DS= Designated Server				



# **SERVICE DESCRIPTION**

## **Service Agreement Supplement**

### **For Avaya Support Advantage Essential and Preferred Support**

Issue

3.16

Date

September 16 , 2020

# Table of Contents

- 1. Introduction ..... 4
- 2. Support Advantage Coverage Options ..... 4
- 3. Essential Support Coverage ..... 4
  - A. Remote Software and Hardware Support ..... 4
  - B. Web Services ..... 5
  - C. Minor Software and Firmware Updates and Service Packs ..... 5
  - D. Maintenance Software Permissions (MSPs) and DADMIN Logins ..... 6
  - E. Support Limitations for Essential Support ..... 7
  - F. Products Excluded from the Essential Support Coverage Option ..... 8
- 4. Preferred Support Coverage ..... 8
  - A. Proactive Remote Software and Hardware Support ..... 8
  - B. Off-Board Alarm Notification ..... 9
  - C. Secure Access Link (SAL) Policy Manager ..... 9
  - D. SLA Mon™ Server ..... 9
  - E. Multi-Vendor Collaborative Support ..... 9
- 5. Upgrade Advantage ..... 10
  - A. Products Requiring Upgrade Advantage Attach ..... 10
  - B. Exclusions from Upgrade Advantage ..... 11
- 6. Exclusions from Essential and Preferred Support ..... 11
  - A. Out of Scope Services Supported With Maintenance Per Incident Time and Material (T/M) ..... 11
  - B. Additional Exclusions ..... 11
- 7. Responsibility Matrix ..... 12
  - A. Implementation ..... 12
  - B. Post-Implementation Support ..... 13
- 8. General ..... 16
  - A. Billing and Contract Start Date ..... 16
  - B. True Up ..... 16
  - C. Renewal of Coverage ..... 17
  - D. Re-initiation of Lapsed Coverage ..... 17
  - E. Certification ..... 17
  - F. Coverage Required for Software on a Single Application or Application Bundle ..... 17
  - G. Coverage Required for Avaya Integrated Solutions ..... 17
  - H. Coverage Required for Avaya Independent Products or Applications at Same Site ..... 18
  - I. Coverage on Lifetime Warranty Products ..... 18
  - J. Dedicated Access ..... 18
  - K. Termination of Support ..... 18
  - L. Extended Services Support ..... 19



Appendix A: Definitions ..... 20  
    Unauthorized Avaya Product ..... 22

DRAFT

# 1. Introduction

This Service Description describes the Avaya Support Advantage Essential and Preferred Support services for eligible Supported Products and supersedes all prior descriptions or contract supplements relating to such support. When a translated version of this document conflicts with the English version, the English version will take precedence. This document is an attachment to the End Customer's Commercial Agreement with Avaya, and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the End Customer's Commercial Agreement with Avaya, the terms and conditions of the End Customer's Commercial Agreement will control. In the event that an Avaya authorized reseller, distributor, systems integrator or service provider is purchasing support coverage for the End Customer, Avaya will provide the support specified herein to the End Customer.

## 2. Support Advantage Coverage Options

Two coverage options are included within this Service Description for Avaya software and hardware products ("Supported Products"):

- Essential Support
- Preferred Support

The coverage option, supported Product, and name of the End Customer will be included on the applicable order or associated quote sheet. The Avaya support obligations are expressly conditional upon the Supported Products:

- Being properly installed per Avaya product specification.
- Not being subject to unusual mechanical stress or unusual electrical or environmental conditions.
- Not being subject to misuse, accident or disaster including, without limitation, fire, flood, water, wind, lightning, or other acts of God.

## 3. Essential Support Coverage

Essential Support coverage provides reactive remote support for all eligible Supported Products and is the **minimum coverage required, where available**, to receive Avaya support on those eligible Supported Products.

***Essential Support is not offered as an option for any Supported Products with a Major Release launching on or after August 10, 2015.***

***Essential Support is not offered as an option for any Supported Products licensed as a Subscription.***

### A. Remote Software and Hardware Support

The End Customer has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support. Avaya may require that only Avaya-authorized End Customer contacts are eligible to request support, verify the identity of End Customer contacts requesting support and limit the number of authorized contacts. Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

For all Supported Products under Essential Support, Avaya will use commercially reasonable efforts to commence support on the End Customer's request for remote support according to the following table.

	<b>Outage*</b>	<b>Severe Business Impact*</b>	<b>Business Impact &amp; Non-Service Impact*</b>
Requests submitted via website	Within one (1) hour	Within two (2) hours	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

\* Severity levels are defined in Appendix A

## B. Web Services

The End Customer has access to web-based services available at <http://support.avaya.com>. Detailed instructions for access and use of each web service are posted on the support website. Avaya may require that only Avaya-authorized End Customer contacts are eligible to access the support website and may also limit the number of authorized contacts.

**Avaya E-Notifications** – Register and receive proactive notifications via email anytime new and modified product documentation and downloads are posted on the support website. These announcements include Product Correction Notices, Security Advisories, End of Sale Notices, Services Support Notices and User Guides.

**Avaya Support Forums** – View, post and reply to web-based conversation threads to discuss Supported Products (<http://support.avaya.com/forums>).

**Case Status Alerts** – Register for proactive email or text message alerts on the status of an Avaya service request.

**Diagnostics** - Scripting technologies used by Avaya Service and Engineering teams to End Customers. These scripts are based on actual break/fix Service Request data to enhance resolution and trouble isolation steps. Each script can run diagnostic steps against the product quickly, providing simple green, yellow, and red indicators of potential trouble areas along with failure logs where a fault was found.

**HealthCheck** – Optimize reliability and performance for the Supported Product by using an on-demand tool to generate a HealthCheck report and review the current configuration parameters.

**Knowledge Base** – Access Avaya’s on-line knowledge base and use advanced search engines to find: documentation organized by Supported Product including all available user guides for product administration and programming, installation, configuration, upgrades and migrations, and general support; software and firmware download instructions; alarm code definitions with instructions on how to clear the associated alarms; problem descriptions with instructions for prescribed resolution; and answers for frequently- and previously-asked questions.

**My Reports** – View and create reports for service requests and entitlements across all of the Customer’s Sold To numbers.

**Software Compatibility Audit (ASCA)** – Create a report providing the software and firmware versions installed on all Communication Manager upgradeable devices as well as the latest versions available for those same devices.

**Parts Replacement** – Parts can be ordered via a web request when coverage includes Parts.

**Service Request creation** – Create a web request for support and receive enhanced response.

## C. Minor Software and Firmware Updates and Service Packs

The End Customer has access to Product Correction Updates (“Update”) issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended Updates.

Updates will be issued as End Customer, remote or technician installable and with a classification of 1, 2, or 3 (defined in Appendix A) depending on the product, level of severity and complexity.

	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
End Customer installable Update	End Customer installs	End Customer installs	End Customer installs
Remote installable Update	Avaya installs	Avaya installs	End Customer installs
Technician installable Update	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during Standard Business Hours when Support Advantage Onsite Support is purchased

- The End Customer must register for Avaya E-Notifications in order to receive Updates.
- The End Customer may contact Avaya at no additional charge with general questions about End Customer installable Updates.
- At the End Customer's request, Avaya will remotely perform the installation of an End Customer installable Update, subject to the End Customer's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates. Maintenance Per Incident charges also apply to any End Customer installable Update required to complete an open Avaya service request.
- Certain Avaya remote installable Updates may require the insertion of End Customer provided media in a local drive at the End Customer's location, and that activity will be the End Customer's responsibility.
- System backups are the End Customer's responsibility and Avaya's installation of an Update does not include any system backup.
- In most circumstances, updating to the latest Minor Release and/or Update version of a product will be required before application of any additional Updates to address a problem.
- Support does not include software or hardware upgrades. If the Update requires a software or hardware upgrade, Avaya will provide the Customer with a separate cost estimate prior to performing any such upgrade.

#### **D. Maintenance Software Permissions (MSPs) and DADMIN Logins**

Maintenance Software Permissions (MSPs) and DADMIN logins are applicable only to all Avaya Aura® Communication Manager (CM) Releases, including earlier versions such as DEFINITY®, G3V4 – R7 and G3V3.

MSPs provide the technological ability to execute certain on demand maintenance commands to a customer that is logged into an Avaya PBX system using a username and password reserved for customers (called a "Customer Login"). In this way, MSPs provide support services capabilities used to respond to some alarms and to aid in identifying and resolving problems with a system.

Customers may have access to MSPs, at no charge. One way to request MSPs is through Avaya's MSP Activation page (<https://support.avaya.com/MSPActivation>).

For all Avaya PBXs sold before May 2008, including CM 4 and earlier releases, both the customer that purchased the PBX and any agent acting on its behalf – including an unauthorized maintenance provider ("UMP") or independent service provider ("ISP") – may use MSPs at no charge.

Customers that purchased Avaya PBXs since May 2008, including CM 5.0 and later releases, also have access to MSPs at no charge, but such customers might breach their contracts with Avaya by allowing an UMP or ISP (or any other agent that is not authorized by Avaya) to use the on demand maintenance commands enabled by MSPs.

The DADMIN login was developed for and is licensed only to Avaya's authorized channel partners, subject to customer approval and Avaya authorization. The DADMIN login provides the partner with support services capabilities. DADMIN logins may be used only by authorized partners in accordance with the applicable Avaya license terms. DADMIN logins are not transferable or assignable, and they are not to be provided to customers or any unauthorized third parties.

Three other levels of Avaya Logins also exist – CRAFT, INADS and INIT – but these logins are reserved for the exclusive use of Avaya associates. UMPs do not have a license or permission from Avaya to use CRAFT, INADS, INIT or DADMIN logins.

For additional information about MSPs or DADMIN logins, please refer to Avaya's Intellectual Property Policy for Customers and Partners.

## **E. Support Limitations for Essential Support**

- For Supported Products that are not configured in accordance with Avaya documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of, or in connection with, non-documented configurations and/or the Supported Products' interoperation with any other products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment ("Standard Operating Environment").
  - A Standard Operating Environment is one where the covered applications, databases and operating systems have been tested, certified, and documented by Avaya.
  - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may be delayed in starting work on the service request and additional charges may apply.
  - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and the End Customer may be responsible for performing such reconfiguration.
  - Any product under an active Support Advantage Support Contract which is deinstalled, moved or altered is not considered in a Standard Operating Environment and will have to be installed, tested and certified to Avaya policy to be considered covered.
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the End Customer may be charged time and material charges using Avaya's then current Maintenance Per Incident rates for Avaya's efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.
- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the End Customer, Avaya Professional Services or other third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the End Customer's configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the End Customer's or a third party's application, or configuration changes, or Unauthorized Avaya Product then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- Avaya will not be held responsible for any loss due to the use of its products in a nonstandard operating environment.

## F. Products Excluded from the Essential Support Coverage Option

Some Supported Products have not been designated by Avaya as eligible for Essential Support. These products require Preferred Support. Avaya reserves the right to add or remove eligible Supported Products at its sole discretion.

Currently, products which are not eligible for Essential Support are:

- a. All Major Releases of products launching on or after August 10, 2015
- b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service)
- c. Fabric Networking solutions
- d. Products licensed as a Subscription

## 4. Preferred Support Coverage

***If the End Customer purchases Preferred Support, coverage includes all of the services included in Essential Support in addition to the Preferred Support services described in this section.***

***For all new major software releases that become Generally Available beginning with Aura R8, Preferred Support includes the Upgrade Advantage entitlements (see Section 5). For all major software releases that were Generally Available prior to Aura R8, Upgrade Advantage is a separately orderable offer.***

Preferred Support coverage provides proactive remote support for all eligible Supported Products that offer this capability.

### A. Proactive Remote Software and Hardware Support

For all Supported Products under Preferred Support, Avaya will use commercially reasonable efforts to commence support on an End Customer request for remote support submitted to an Avaya Service Center via telephone or website according to the following Service Level Objective table.

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

\* Severity levels are defined in Appendix A

- Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT Systems<sup>SM</sup> Diagnostic Tools where applicable, to respond to system-generated alarms on Supported Products.
  - EXPERT Systems<sup>SM</sup> will diagnose and attempt to resolve system-generated alarms.
  - Minor Alarms not programmatically resolved, but which have a known solution, may result in identified solution being sent to the End Customer
  - All other unresolvable alarms without a known solution will be routed to an Avaya Engineer for troubleshooting and diagnostics.
- In the event of unresolved major alarms (assigned as a Severe Business Impact Service Request) detected and referred by EXPERT Systems<sup>SM</sup>, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
- Unresolved minor alarms (assigned as a Business Impact Service Request) detected and referred by EXPERT Systems<sup>SM</sup> will be worked during Standard Business Hours.
- The End Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
- The End Customer may use the Manage Alarms tool to block the creation of product alarm cases for a Sold To location and (optionally) for a specific product that supports this feature.

## B. Off-Board Alarm Notification

- On Supported Products that are enabled for EXPERT Systems<sup>SM</sup> technology, Avaya will proactively monitor and detect through EXPERT Systems<sup>SM</sup> all DS1 and SIP Trunk off-board alarms associated with network facilities and the TCP/IP links associated with Avaya Supported Products that have Avaya/DCIU capabilities.
- Subject to End Customer's registration for Avaya case status alerts, Avaya will send electronic notification of off-board alarms to the End Customer.

## C. Secure Access Link (SAL) Policy Manager

- The End Customer is entitled to install a SAL Policy Manager that works with the SAL Gateway and may be used to determine and authorize when and how Avaya will remotely access all Supported Products in the End Customer's network.
- The SAL Policy Manager provides the End Customer with a centralized application for the definition, administration, and inclusion of all secure remote access policies that will govern the remote access sessions initiated by Avaya engineers and automated tools through the SAL Gateway.
- The End Customer-defined policies are automatically downloaded by the SAL Gateways.
- The SAL Gateways receive and forward alarms and poll Supported Products for remote access connection requests.
- SAL may also be used by Avaya for diagnostic troubleshooting and determining if a product is working in accordance with Avaya's standards, including counterfeit and gray market diversion policies. This may include monitoring system identification items such as serial number, MAC address, system location or other data for the purpose of determining whether authentic, approved, and maintenance-eligible products have been connected to the End Customer's network.
- The End Customer may access and download the SAL Policy Manager software and installation guide at <https://plds.avaya.com>. Select Downloads and search for "Secure Access Link". SAL Policy Manager and other Support Tools are subject to license terms.

## D. SLA Mon<sup>TM</sup> Server

As an entitlement of Preferred support, only on the Avaya Aura CM application, the Customer has access to the SLA Mon<sup>TM</sup> Server on a licensed basis.

- Software that provides diagnostic capabilities for IP telephony troubleshooting and network monitoring.
- The SLA Mon<sup>TM</sup> Server reduces onsite dispatches and End Customer engagement requirements by giving Avaya and Partner support engineers the ability to emulate sitting next to the End Customer in order to better understand the problem, avoid false troubleshooting leads, and reproduce the issue down to the individual steps described.
- All Avaya customers can download, license, and install the server software at no charge for 30 days. A license may be requested and will be granted for any customer with SA Preferred entitlement on their Avaya Aura CM application.
- The End Customer may access and download the software and installation guide at <http://support.avaya.com/ads>.

## E. Multi-Vendor Collaborative Support

As an entitlement of Support Advantage Preferred Support Avaya will jointly collaborate and perform trouble investigation with participating TSANet vendors to diagnose interoperability issues with the vendor's product.

- Avaya Support Engineers will work incoming requests from TSANet members on behalf of qualified Avaya customers up until the point the issue is identified to be Avaya or TSANet Vendor, likewise Avaya will engage TSANet Vendors on customer's behalf if requested.
- If it is an Avaya issue, Avaya Support works to resolution based on the entitlements of Support Advantage Preferred entitlement. If the TSANet Vendor takes ownership, Avaya closes the service request with customer concurrence.



## 5. Upgrade Advantage

Upgrade Advantage is available when Support Advantage Essential or Preferred Support coverage is in effect. **Upgrade Advantage is priced and billed separately from Support Advantage with these exceptions:**

- a. All new major software releases that become Generally Available beginning with Aura R8, wherein Upgrade Advantage is included in the Support Advantage offer;
  - b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service), wherein Support Advantage, Upgrade Advantage, and the license are included in a single price;
  - c. Products licensed as a Subscription, wherein Support Advantage, Upgrade Advantage, and the license are included in a single price.
- When the End Customer purchases Upgrade Advantage, it enables them to upgrade their Avaya provided software user/session licenses to the latest Major Release, if and when available. Upgrade Advantage covers the application software user/session licenses but does not cover any infrastructure or operating environment software that may be necessary.
  - Upgrade Advantage is only available on Avaya's then most current Major Release, and is not available on prior Major Releases. End Customers recasting from a Software Support + Upgrade to a Support Advantage agreement that did not upgrade during the agreement term are eligible for Upgrade Advantage. End Customers may also retain their Upgrade Advantage coverage, at then current terms and conditions, when renewing a current Support Advantage + Upgrade Advantage agreement.
  - As a part of Upgrade Advantage, the End Customer may register at <http://support.avaya.com> to receive notices when new Major Releases of Avaya-provided software become commercially available.
  - During the term of the Upgrade Advantage support contract, the End Customer:
    - Must maintain active Essential or Preferred Support coverage, as applicable based on product release.
    - Will have access to the features and functions of each new Major Release at no additional charge beyond the Upgrade Advantage support contract fee.
    - Will receive instructions on how to download each new Major Release, where applicable.
  - All associated upgrades of Major Releases must be scheduled and implemented during the coverage term of the Upgrade Advantage support contract.
  - Avaya will not require the End Customer to upgrade their software unless Avaya has advised the End Customer that corrections to certain problems may only be available through a more current release of software.
  - Billing for the Upgrade Advantage option will occur even if the End Customer fails to exercise its right to upgrade before the end of the Upgrade Advantage coverage term.

### A. Products Requiring Upgrade Advantage Attach

**Upgrade Advantage is required to be purchased on** all Major Releases of products launching on or after August 10, 2015, when Upgrade Advantage is available.

**Upgrade Advantage is required to be purchased on the following products regardless of Major Release date:**

- Applications supporting the Fabric Networking solutions. Upgrade Advantage is not required, nor applicable, to any hardware within the Fabric Networking solution, as the operating system is an inherent part of the solution.
- Customer Service Editions (CSE).
- Workforce Optimization (WFO).

**Upgrade Advantage is included in:**



- Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service), CCaaS (Contact Center as a Service) , xCaas (Unified Communications, Contact Center and Video as a Service) and the new Avaya Enterprise Cloud; xCaas offerings ;
- SA Preferred for all major releases that become Generally Available beginning with Aura R8.

Upgrade Advantage must be renewed when Support Advantage support is renewed, and it may not be renewed at any other time.

When a Support Advantage support is terminated or expires and is not renewed, Upgrade Advantage is terminated or expires at the same time. It is not possible to terminate Upgrade Advantage on active Support Advantage support.

## B. Exclusions from Upgrade Advantage

The Upgrade Advantage option only applies when upgrading a covered software product from one Major Release to a subsequent Major Release. It does not include:

- Design support, installation, professional services or other service charges.
- Any provisioning of the software.
- Any and all equipment costs.
- Upgrading of components located in an End Customer “crash kit” or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project Management costs.
- Upgrades to any and all adjunct software applications.
- New feature functionality or capacity requirements associated with additional software licensing.
- Migration of software application to a new or different hardware or software/operating system platform.

# 6. Exclusions from Essential and Preferred Support

## A. Out of Scope Services Supported With Maintenance Per Incident Time and Material (T/M)

Avaya provides “Maintenance Per Incident T/M” support for out of scope maintenance related activities not included in an Avaya Maintenance Contract. Support is only available to Avaya End Customers and Partner End Customers who have support coverage on the product requiring support. Services provided not directly attributable to a fault in Supported Products that end up being a result of an out of scope activity defined below are billable per the current hourly rate structure. Billable time starts from the time the customer calls or a web ticket is picked up, to the time the case is closed, for support provided for items that would fall outside of what maintenance or warranty would entitle.

Examples of support that would fall outside of maintenance coverage that would be provided under Maintenance Per Incident Time and Material (T/M) would be as follows:

- Programming, administration or configuration changes
- Third party integration or applications
- Acts of nature
- Customer network outages and/or service providers issues
- Avaya installation of customer or partner installable patches
- Support that ends up being related to a product not under warranty or maintenance coverage
- Parts or onsite support for Remote Only or Remote + Parts contracts
- Products that are improperly certified by a party other than Avaya

## B. Additional Exclusions

The following exclusions apply to Essential and Preferred Support coverage:

- Any customized system features, configuration changes, or reports.
- The capture of off-board alarms for trunk interfaces (Excluded from Essential Support, but not excluded from Preferred Support).
- Interfacing directly with the End Customer's network carrier or service provider.
- Support for the Secure Access Link (SAL) Policy Server software beyond general usability questions.
- Implementation, installation, and customization services that may be required and that may be provided by Avaya at an additional cost.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the End Customer or the End Customer-authorized party modified the product in any manner, shall not be covered.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the End Customer's own network or the public network).
- Services that cannot be provided due to the End Customer's failure to fulfill the End Customer responsibilities detailed in the Responsibility Matrix section of this Service Description.
- Your Avaya Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any requested Avaya support to return the communication systems to proper operating condition shall be charged at Avaya's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.
- Distribution of patches and specific versions of legacy products with the embedded software that is no longer being used by Avaya. The list of affected products is located at <https://downloads.avaya.com/css/P8/documents/101029433>

## 7. Responsibility Matrix

### A. Implementation

Unless Avaya installs the Supported Products through Avaya Professional Services, the End Customer will be responsible for the following actions:

Responsibility	End Customer	Avaya
Ensure the power and grounding of Avaya products meet the product specifications	X	
Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.	X	
Follow all of the Avaya installation, operation, and maintenance instructions.	X	
Ensure registration of Avaya Supported Products is completed as defined by Avaya's most recent registration process and accurately maintained after system changes.	X	
Provide Avaya with remote system access via an Avaya-approved	X	

connectivity method as provided in this Service Description.		
Use the "Avaya Products Security Handbook" available at <a href="http://support.avaya.com">http://support.avaya.com</a> along with the individual product documentation to secure remote access capabilities.	X	
Install, maintain and manage the Secure Access Policy Server including administration of access policies if the End Customer opts to use Secure Access Policy Server (Preferred Support only).	X	

### B. Post-Implementation Support

Service requests from non-accredited personnel may result in delayed support and will be billed time and material charges using Avaya's then current Maintenance Per Incident Rates.

Responsibility	End Customer	Avaya
Define internal procedures to maintain control of the original software media including creation of backup copies.	X	
Maintain a procedure external to the software program(s) and host computer for backup and reconstruction of lost or altered files, data or program to the extent the End Customer deems necessary.	X	
Notify Avaya of any moves of Supported Products covered by this Service Description.	X	
Access and use web-based services available at <a href="http://support.avaya.com">http://support.avaya.com</a> prior to submitting a service request to Avaya	X	
Utilize Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer End Customer Site Contacts, Download Software, and Check upgrade Entitlements	X	
Contact Avaya for entitled support.	X	
Monitor alarms generated by Supported Products and carry out instructions available at <a href="http://support.avaya.com">http://support.avaya.com</a> to resolve those alarms (Essential Support only). If the Partner requests support from Avaya but has made no attempt to resolve the alarm or if another fault has resulted from an unresolved alarm, the Partner may be charged time and material charges using Avaya's then current Maintenance per Incident rates.	X	
Ensure the network path allows Avaya alarms to be sent from Avaya Products to Avaya via modem or Secure Access Link	X	
Authorize Avaya to utilize the End Customer's global network to deliver alarms to the Avaya Service Center, if necessary (Preferred Support only).	X	
Provide the Avaya Service Center with the following information when reporting a trouble: Avaya-provided End Customer Sold To Number, End Customer contact information, Description and urgency of the problem, as well as system passwords and equipment access control features required for Avaya to provide	X	

remote support.		
Upon receipt of an Avaya service request, perform troubleshooting and diagnostics via remote connection to isolate software and hardware-related problems and determine whether a Supported Product is working in accordance with Avaya’s standard and published documentation, including all associated application and configuration notes.		X
Unless onsite coverage by Avaya was purchased: Onsite troubleshooting as required.	X	
Upon receipt of an Avaya service request, isolation and resolution of all reproducible problems or anomalies resulting when Avaya installation or configuration instructions were used, as long as the configuration errors are specific to unaltered Avaya software product.		X
Upon receipt of an Avaya service request, identification and resolution of any inconsistencies or errors in Avaya product documentation.		X
Request advance replacement of parts only for the eligible Supported Products.	X	
Unless onsite parts replacement coverage by Avaya was purchased: Replace defective part. Return faulty parts to Avaya according to the guidelines in the Parts Coverage section of this Service Description.	X	
For onsite parts replacement coverage, provide Avaya with onsite access to the Supported Products during Coverage Hours. ‘Access’ includes physical access as well as network access to Supported Products. Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait after arriving onsite for equipment to become available for servicing.	X	
Schedule availability of authorized staff that will have the authority to make decisions on End Customer’s behalf concerning the maintenance and service support of systems. The authorized staff is responsible to: <ul style="list-style-type: none"> <li>• Approve any associated maintenance per incident charges</li> <li>• Provide and approve all purchase orders for maintenance per incident invoices;</li> <li>• Permit Avaya to conduct an equipment certification, serviceability, and inventory check if required by Avaya prior to service assumption.</li> </ul>	X	
Determine and schedule Major Release Upgrades including authorizing End Customer contacts eligible to download the software (Upgrade Advantage only).	X	
Maintain the system at a current support release (N). Or one Major Release prior (N -1).	X	
Maintain Avaya products at the most current Service Pack (“SP”) and Firmware (“FW”) update level	X	
Ensure registration of Avaya Supported Products is updated as defined by Avaya’s most recent registration process, including the removal of deactivated equipment. <b>This includes removing the</b>	X	

<b>programming for any inactive or moved equipment administered in the customer's Communication Manager.</b>		
Notify Avaya of any software/hardware upgrades, updates to, or additions of any new software and/or applications to the existing systems, if such upgrades and software/applications were purchased from a vendor other than Avaya.	X	
Perform network audits on their network to ensure it is within Quality of Service specifications (e.g. packet loss, jitter, packet latency, etc.) to maintain voice and data services, especially after making any changes to their network.	X	
Advise Avaya of all changes that affect the End Customer's network configurations and operations of Supported Products which may include IP addresses, subnet assignments, topology, server configuration or changes to firewalls that impact Avaya's ability to monitor or remotely access the Supported Products.	X	
Register for case status alerts to receive notification of unresolved EXPERT Systems <sup>SM</sup> alarms and off-board alarms (Preferred Support only).	X	
As of May 1, 2018, Avaya will no longer have available for download specific versions of legacy products with the embedded software that is no longer being used by Avaya.  Before May 1, 2018, Customers with affected products in Production are responsible to download and preserve all software necessary to restore, move, or re-install for any reason their Production systems OR upgrade to a release or product line that is not affected, as recommended by Avaya. The list of affected products is located at <a href="https://downloads.avaya.com/css/P8/documents/101029433">https://downloads.avaya.com/css/P8/documents/101029433</a>	X	

For Support Advantage Wholesale, the Partner will be responsible for ensuring that the End Customer responsibilities are performed under this document, and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the End Customer

For Support Advantage Retail:

- The Partner will be responsible for –
  - Obtaining the purchase order (PO) from End Customers who require a PO to process an invoice payment, and ensuring its submission to Avaya before the due date of scheduled mid-term payments with multi-year support contracts.
- In addition the Partner will work on an ongoing basis with the End User Customer to:
  - Complete registration of Avaya Supported Products as defined by Avaya's most recent registration process and accurately maintained after system changes.
  - Provide guidance on Avaya product roadmap encouraging the Customer maintains their system at a current support release (N), or one Major Release prior (N -1).
  - Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.

## 8. General

### A. Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the End Customer that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the Customer premises.
- If the Supported Products are purchased through an Avaya Partner (including Support Advantage Retail), regardless of what company installs the supported products, Support and billing will commence in accordance with the below schedule:

Order Type	Commence Support and Billing on the First Day of Month
<b>New</b> Supported Products	<b>Second Month*</b>
<b>Upgrades</b> of existing products already under SA support coverage, including licenses	<b>Second Month*</b>
<b>Increases in the quantity</b> of existing products already under SA support coverage	<b>First Month*</b>
<b>Same</b> order for increases in the quantity of existing products already under SA support coverage contains new Supported Products or an upgrade	<b>Second Month*</b>
<b>Same</b> order for increases in the quantity of existing products already under SA support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing <b>Third Party Products</b> already under SA support coverage	<b>First Month*</b>

\* Month following the date that the order for the Supported Products is accepted by Avaya in its order processing system

Note –

- For Third Party Products support commencement may vary from the above dates.
- If an earlier commencement from the above dates is being requested, then this must apply to all line items in the order.

### B. True Up

Avaya may perform true ups to determine if additional Software Licenses have been added to Supported Products and bill for the additional licenses.

For CaaS solutions, Avaya will utilize the CaaS solution capabilities (ex. Avaya Contact Center Control Manager (ACCCM)) to perform monthly peak usage true ups (one month in arrears) to identify Software Licenses in use. This information will be used for monthly Avaya invoicing. Minimal invoicing thresholds apply per the CaaS offers.

Reductions in support fees are not permitted except at renewal.

### C. Renewal of Coverage

Support Advantage and Upgrade Advantage coverage for Supported Products will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the Customer is an Avaya authorized reseller or Distributor, renewals will not be automatic unless auto-renewal is available from Avaya. Auto-renewal for authorized resellers and distributors is not available in all regions. Where auto-renewal is available, Support Advantage and Upgrade Advantage 1-year, 3-year, and 5-year support agreements will renew at then-current rates and for a similar term length as the expiring agreement, except when shorter renewal terms are required by local country laws or regulations.

### D. Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support and Subscription Licensing when coverage has lapsed. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the [Support Re-initiation Policy](#).

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Time and Materials (T&M) support is not available if a support contract has lapsed.
4. Support and upgrade entitlements are not available the day after the expiration date of the support contract.

### E. Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

1. Supported Products classified by Avaya as "not customer-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
2. Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the Customer is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

### F. Coverage Required for Software on a Single Application or Application Bundle

All licenses for a single application on a single server must have the same level of coverage (i.e., Essential Support or Preferred Support). If the End Customer is found to have varying levels of coverage on the licenses for a single application or for a single server, licenses covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the End Customer for the incremental charge, calculated to be coterminous with existing coverage.

### G. Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). All integrated solutions must be covered by at least Essential Support. If the End Customer is found to have fragmented coverage whereby one application is not covered by at least Essential support, the End Customer will be notified of the coverage requirements. In the event that coverage is not initiated on the



uncovered solution(s) within ninety (90) days of such notification, support on the covered solution will be treated as though canceled by the End Customer as per the "Termination of Support" provisions set forth below and the cancellation fees set forth below will apply. A list of integrated solutions is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

In the scenario where the end Customer has both perpetual and subscription licenses in the integrated Avaya solutions and some of the perpetual licenses are not covered with the appropriate service support, then this lack of adequate coverage must be corrected when the contract is renewed.

#### H. Coverage Required for Avaya Independent Products or Applications at Same Site

All Avaya Supported Products at a single location that are not integrated with each other can be covered by different levels of Support Advantage coverage (e.g., Communications Manager with Essential Support and Modular Messaging with Preferred Support) and with different delivery options. However fragmentation across contract selling models (Direct and Retail vs Wholesale vs Co-delivery) for a Customer is strongly discouraged and must be in compliance with the Like for Like Policy and Sales Engagement Principles. Where customer locations are covered by a mixture of both Wholesale and Co-delivery the Channel Partner is required to take first call on all service requests.

#### I. Coverage on Lifetime Warranty Products

When Support Advantage is purchased on a product which already includes a lifetime warranty, the terms of this service agreement supersede the warranty terms during the duration of the support agreement. Upon expiration of the support agreement, the terms of the lifetime warranty will govern. It is recommended that End Customers choose to cover their whole network with Support Advantage for fabric allowing them seamless access to tech support and choice of parts and onsite options.

#### J. Dedicated Access

As an entitlement to the End Customer's product purchase, Avaya will provide the Secure Access Link (SAL) Gateway in order to provide remote, secure access to the End Customer's systems for support. The Customer should have the SAL Gateway installed no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations, so that Avaya can perform the services as described. The IP address must be provided to Avaya as soon as it is available. The Policy set by the End Customer must allow outbound connection from the End Customer's location back to the Avaya Service Center in order for Avaya to provide remote support on a 24x7 basis or there may be degradation to the service and support the End Customer receives from Avaya. The Avaya support obligations under this document are contingent on the provision of remote access.

**If an Avaya-approved standard remote connectivity method is not approved and implemented by the End Customer, Avaya is excused from any liability and contractual performance standards when using non-standard connectivity methods. If using non-standard connectivity methods, Avaya may not be able to provide support and Avaya may charge time and material charges using Avaya's then current Per Incident Maintenance rates to cover any additional costs to Avaya in providing support to the End Customer when such costs are caused by the End Customer's use of non-standard connectivity methods or its failure to complete the Avaya product registration process.**

#### K. Termination of Support

The End Customer may terminate Services at any time during the current term upon at least 30 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees.

Cancellation fees shall be equal to the Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Partner's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Cancellation fees will be calculated as follows for a 1 year agreement:



- Cancel in Year 1: Full amount of 1st year annual fees to be paid in full

Cancellation fees will be calculated as follows for a 3 year agreement:

- Cancel in Year 1: Full amount of 1st annual fees to be paid in full
- Cancel in Year 2: Full amount of 1st, 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.

Cancellation fees will be calculated as follows for a 5 year agreement:

- Cancel in Year 1: Full amount of 1st year fees to be paid in full
- Cancel in Year 2: Full amount of 1st and 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.
- Cancel in Year 4: Full amount of 1st, 2nd, 3rd and 4th year annual fees to be paid in full
- Cancel in Year 5: Full amount of 1st, 2nd, 3rd, 4th and 5th year annual fees to be paid in full

Support Advantage charges include amounts payable for Upgrade Advantage for the purpose of calculating cancellation fees.

All refunds for prepayments on contracts that are terminated other than due to Avaya's breach will be provided as a credit.

Avaya virtual application upgrades and/or migrations may require less hardware. As a result, Avaya monthly maintenance costs could be lower or hardware maintenance may not be required at a previously covered site. In these instances termination fees will not be applied, provided the same or better Avaya application support coverage level is maintained and any hardware required to implement the virtualized solution is purchased through the Avaya channel (i.e., direct or indirect), if such hardware is available via the Avaya channel.

## L. Extended Services Support

Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinued" or similar designation ("End of Support") for certain Supported Products. When this designation occurs, the subsequent support period is referred to as "Extended Services Support". Refer Avaya Product Lifecycle Policy for further details:  
<http://support.avaya.com/css/P8/documents/100081098>

The End Customer may access Avaya's user support website (<http://support.avaya.com>, or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in this Service Description, except for the End of Support exceptions listed herein

Avaya will make commercially reasonable efforts to provide the same level of support described in this document, with the following exceptions:

- Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), "bug fixes" and interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.
- Access to and availability of support expertise on some Products may decline over time
- The Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.
- It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer's current Product. The risk of this situation will depend on the Product's type and age.

Avaya will endeavor to highlight upcoming shortages via ongoing “Services Support Notices” posted at support.avaya.com.

- The extended services support period may vary based on product availability, demand and other business factors, at Avaya’s discretion.

Extended Services Support is provided only to the Avaya End Customer purchasing support services (i.e., Support Advantage) for the affected Supported Products.

A list of products that are currently supported is available from Avaya at [http://support.avaya.com/Support\\_Advantage](http://support.avaya.com/Support_Advantage).

## Appendix A: Definitions

### Business Severity Categories:

**Outage Service Request:** A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround..

**Severe Business Impact Service Request:** Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm’s ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

**Business Impact Service Request:** Significant degradation to the system’s operation, maintenance or administration: requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above.

**Non-Service Impact Service Request:** A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues.

**Class 1 Product Correction Notice:** A major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information.

**Class 2 Product Correction Notice:** A moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information.

**Class 3 Product Correction Notice:** A minor system failure with low probability of potential loss of system use or functionality and/or loss of customer information.

**Commercial Agreement:** Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

**End Customer:** Means the end customer purchasing support service directly from the Partner (or the Partner purchasing service for its own internal use) for the Supported Products.

**Feature Pack:** A downloadable, quick and easy to install, software deliverable containing one or more features that may be enabled individually and/or optionally licensed. May also contain maintenance correction. Feature Packs are typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]).

**Maintenance Per Incident:** Time and material (T&M) support available for out-of-scope or break-fix related activity not included in this Service Description. Support may be remote and/or onsite based on the product being supported and the time of day.

**Major Release:** A major change to the software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g., [n].y.z).

**Minor Release:** A change to the software that introduces a limited amount of new optional features and functionality and/or extension of existing features. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g., n.[y].z).

**Order Closure:** When an order is booked and closed within Avaya's billing system of record (SAP).

**Partner:** Means, as the context requires, any of the following: an authorized Avaya reseller, value added reseller, distributor, service provider or systems integrator partner

**Perpetual License:** One-time fixed quantity license typically billed up front allowing continued use of the software for as long as the customer complies with the license terms in the contract language.

**Service Description:** The Service Description may also be referred to as a Service Agreement Supplement (SAS), Service Description Document (SDD), Statement of Work (SoW), or Channel Service Agreement.

**Software Update:** Changes in the software that typically provide maintenance correction only. An update is typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]), representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, bug fix, etc.

**Standard Business Hours:** Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

**Standard Operating Environment:** The covered applications, databases and operating systems that have been tested and certified by Avaya.

**Subscription Licensing:** Means the Software licenses which are subject to a Fixed Term Software Subscription and/or Pay-per-use Software Subscription at any given time.

**Subscription License – Fixed Quantity:** Fixed Quantity of Software typically billed up front on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

**Subscription License – Pay-Per-Use:** Variable Quantity of Software typically billed in arrears on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

**Supported Products:** The software and hardware products manufactured by Avaya and included on a service order form. Support for products manufactured by independent third parties (OEM products) may be included as Supported Products under a separate Service Description. These products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.

**Third Party Products:** means any products manufactured or developed by a party other than Avaya, and may include without limitation, products ordered by Reseller or End User from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate items on Avaya's price list, quotes or Documentation.

**Update:** A Product Correction Notice (PCN), minor software, firmware update, or service pack.

**Unauthorized Avaya Product**

Means an Avaya product or component which (i) is acquired by Reseller or any predecessor in title from a source other than Avaya or a Distributor or (ii) is sold by Reseller to unauthorized third parties who are not End Users. Notwithstanding the foregoing, if the Territory is a European Union country, Avaya products or components sold to or acquired from another European Union country authorized Channel Partner shall not be considered Unauthorized Avaya Products.

**Upgrade:** A Major Release of software.

DRAFT



# **SERVICE DESCRIPTION**

## **Service Agreement Supplement**

### **For Avaya Support Advantage Parts and Onsite Support**

Issue

3.9

Date

September 16, 2020

# Table of Contents

- 1. Introduction ..... 3
- 2. Support Advantage Coverage Options ..... 3
- 3. Parts Coverage..... 3
  - A. Exclusions from Parts Coverage ..... 5
  - B. Multi-Vendor Collaborative Support ..... 6
  - C. Support Limitations for Parts Coverage ..... 6
- 4. Onsite Support Coverage ..... 7
  - A. Exclusions from Onsite Support Coverage ..... 8
- 5. Maintenance Software Permissions (MSPs) and DADMIN Logins ..... 9
- 6. Terminal Replacement ..... 10
- 7. Customer Responsibilities ..... 10
- 8. General ..... 11
  - A. Billing and Contract Start Date ..... 11
  - B. True Up..... 12
  - C. Renewal of Coverage ..... 12
  - D. Re-initiation of Lapsed Coverage ..... 12
  - E. Certification..... 12
  - F. Coverage Required for Hardware Components Within the Same System ..... 12
  - G. Coverage Required for Avaya Integrated Solutions ..... 13
  - H. Coverage for Avaya Independent Products or Applications at Same Site..... 13
  - I. Dedicated Access..... 13
  - J. Termination of Support..... 13
  - K. Extended Services Support..... 14
- 9. Addendum – Country Availability and Major Cities ..... 15
  - A. Country Availability ..... 15
  - B. Major Cities..... 17
- Appendix A: Definitions ..... 18

# 1. Introduction

This Service Description describes the Avaya Support Advantage Parts and Onsite Support services for eligible Supported Products and supersedes all prior descriptions or contract supplements relating to such support. This document is an attachment to the Customer's Commercial Agreement with Avaya, and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the Customer's Commercial Agreement with Avaya, the terms and conditions of the Customer's Commercial Agreement will control. In the event that the Customer is an Avaya authorized reseller, distributor, systems integrator or service provider purchasing support coverage for the Customer's end user customers (or resellers, as applicable), Avaya will provide the support specified herein to the Customer. The Customer will be responsible for performing the end user customer responsibilities under this document, to include providing Avaya with remote system access via an Avaya-approved connectivity method, and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the end user customer.

## 2. Support Advantage Coverage Options

Two coverage options are included within this Service Description for Avaya software and hardware products ("Supported Products"):

- Parts
- Onsite Support

The Customer may purchase Support Advantage Parts or Onsite Support coverage only if the software associated with the Supported Products is receiving Support Advantage Essential or Preferred Support coverage. Support Advantage Essential and Preferred Support coverage is included in a separate Service Description.

If Avaya determines a software or hardware fault cannot be resolved remotely and parts replacement or onsite intervention is required, Avaya will proceed with shipment of advanced parts replacement or dispatch Avaya's field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.

Advanced parts replacement and dispatch of Avaya's field technical resources will be at the discretion of Avaya, not the end user customer, after proper remote trouble investigation has occurred. Customers requesting advanced parts replacement or dispatch of Avaya field technical resource will be billed appropriately per the current Per Incident Time and Material rates,

The coverage option, Supported Products, and name of the End Customer will be included on the applicable order or associated quote sheet. The Avaya support obligations are expressly conditional upon the Supported Products:

- Being properly installed per Avaya product specification
- Not being subject to unusual mechanical stress or unusual electrical or environmental conditions
- Not being subject to misuse, accident or disasters including, without limitation, fire, flood, water, wind, lightning, or other acts of God.

## 3. Parts Coverage

Where geographically available as indicated in the Country Availability and Major Cities addendum, the Customer may elect from the following levels of Parts coverage:

- Parts, Next Business Day
- Parts, 8x5x4
- Parts, 24x7x4

Parts coverage will work as follows:

- Parts coverage will provide for advance replacement of any covered part Avaya determines to be inoperative. This includes advance parts for Updates, but does not include system hardware upgrades that may be required or terminals (unless the Customer has purchased the Terminal Replacement coverage option that is priced and billed separately). Replacement parts may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent.
- The Customer will contact the Avaya Service Center via website (<https://support.avaya.com>) or telephone to request replacement of a faulty component/device. Avaya may require that only Avaya-authorized Customer contacts are eligible to request advance replacement of parts, verify the identity of Customer contacts requesting parts and limit the number of authorized contacts.
- The Customer will provide the Avaya Service Center with the following information when requesting a part:
  - Avaya-provided Sold To
  - Customer contact information
  - Avaya description of the requested part
  - Description/severity of the problem
- Avaya may initiate additional troubleshooting and diagnostics via telephone or on-demand remote connection to confirm the component/device is inoperative.
- Avaya will confirm if the replacement part is a Critical Component or a Non-Critical Component. For Parts 8x5x4 and Parts 24x7x4 coverage, only Critical Components are shipped to arrive within four (4) hours and only when submitted as an Outage or Sever Business Impact Service Request.
- A replacement part will be shipped per the Customer's level of coverage.
  - Shipment and transportation of the advance replacement part will be coordinated using standard shipping services.
  - Avaya will ship the replacement part under the same delivery terms specified in the Customer's Commercial Agreement with Avaya for product deliveries, if any, or, in the absence of said delivery terms in the Commercial Agreement, as established in the Country Availability and Major Cities addendum.
  - Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses, and firmware may not be independently replaceable. In these circumstances, Avaya may require and will send the larger component to be replaced rather than the minor material.
  - The Customer will receive the replacement part and follow Avaya's maintenance instructions to replace the field-replaceable component/device.
- The Customer will ship the identified faulty part back to Avaya (DDP Incoterms 2010 unless otherwise agreed) at Avaya's expense to arrive within thirty (30) calendar days of issuance of an Avaya case number by Avaya in accordance with Avaya's then-current returned materials authorization (RMA) procedure using industry-standard material handling processes including the use of Electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya.
- If Avaya does not receive the returned part within thirty (30) calendar days of shipping a replacement part to the Customer, the returned part does not match the part replaced by Avaya, the returned part does not match Avaya's registration record, or the returned part is not eligible for advance replacement, Avaya reserves the right to invoice the Customer the then-current published list price of the replaced part. Failure to return defective parts may result in the suspension of future advanced parts replacement support from Avaya. If the defective part is returned to Avaya after the thirty (30) calendar day period, no credits or refunds will be issued against the invoice created.
- Supported Products returned to Avaya for alleged warranty or out-of-warranty non-conformance issues, dead on arrival or epidemic failure conditions, and for which Avaya finds no errors or non-conformance after required testing will be designated as No Trouble Found ("NTF"). For Supported Products which are tested and determined not to be defective and do not require repair, Avaya may bill the Customer a NTF repair price. If the Supported Product was advance replaced, Avaya will retain the NTF Supported Product in addition to charging the NTF repair price.



Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

	Parts Next Business Day	Parts 8x5x4*	Parts 24x7x4*
<b>Critical Component</b>	If the request is received before 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive the following business day.	If the request is received before 1:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive within four (4) standard business hours.	If the request is received any time of day, the replacement part is shipped to arrive within four (4) hours.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive in two (2) business days.	If the request is received after 1:00 p.m. local site time during Standard Business Hours** but before 5:00 p.m., the replacement part is shipped to arrive no later than 12:00 p.m. local site time the following business day.	If the request is received before 5:00 p.m. local site time during Standard Business Hours** but delivery within four (4) hours is not requested (that in essence would require a part to arrive during the nighttime), the replacement part is shipped to arrive no later than 12:00 p.m. local site time the following business day.
<b>Non-Critical Component</b>	If the request is received before 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive the following business day.		
	If the request is received after 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.		

\* Critical Components are shipped to arrive within four (4) hours when submitted as an Outage or Sever Business Impact Service Request.

\*\* As defined in Appendix A, Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

**A. Exclusions from Parts Coverage**

The following exclusions apply to Parts coverage:

- Advance replacement of terminals unless the Customer has purchased the Terminal Replacement coverage option that is priced and billed separately.
- Media or Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the Customer or the Customer's authorized party modified the product in any manner, shall not be covered.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries (as specified below), headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting, and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels, and removable media.
  - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased by the Customer.

- Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased by the Customer.
- Batteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer.
- Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya; therefore, these batteries are considered a consumable product and replacements must be purchased by the Customer.
- Onsite support. If the Customer's requirements necessitate an on-site technician, Avaya will dispatch a field technician to the Customer's site (where geographically available) subject to the Customer's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates, where available and appropriate.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
- Services that cannot be provided due to the Customer's failure to fulfill the customer responsibilities detailed in the Customer Responsibilities section of this Service Description.

## B. Multi-Vendor Collaborative Support

As an entitlement of Support Advantage Preferred Support Avaya will jointly collaborate and perform trouble investigation with participating TSANet vendors to diagnose interoperability issues with the vendor's product.

- Avaya Support Engineers will work incoming requests from TSANet members on behalf of qualified Avaya customers up until the point the issue is identified to be Avaya or TSANet Vendor, likewise Avaya will engage TSANet Vendors on customer's behalf if requested.
- If it is an Avaya issue, Avaya Support works to resolution based on the entitlements of Support Advantage Preferred entitlement. If the TSANet Vendor takes ownership, Avaya closes the service request with customer concurrence.

## C. Support Limitations for Parts Coverage

- For eligibility under the *Parts 8x5x4* and *Parts 7x24x4* coverage options, the Supported Products must be installed and located within a specified driving distance from an Avaya parts stocking location (list located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage)).
  - Within 100 driving miles for U.S. and Canada
  - Within 150 driving kilometers for all countries within EMEA (see Addendum)
  - Within 75 driving kilometers for all other countries
- Advance replacement for parts, end users or sites that require an individual export license are contingent upon obtaining the applicable license and permits.
- International shipments require customs clearance procedures that may delay scheduled delivery of the advance replacement part.
- Shipment of the advance replacement part will be scheduled using generally available, standard shipping services and does not include premium shipping or transportation services to guarantee arrival date or time for a single shipment.
- Replacement of Avaya-licensed software:
  - Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the Customer.
  - The Customer will maintain control of the original software media including creation of backup copies.
  - Avaya will provide instructions available at <http://support.avaya.com> where the Customer's designated representative can download software and make backup copies of the originally licensed software if it is a currently supported release and if replacement at no charge is allowed by the software license.
  - If the lost release is not currently supported and the Customer has not purchased the Upgrade Advantage option, the Customer must pay for an upgrade to the currently supported release.
  - Replacement of media may be subject to additional charges.

- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment (“Standard Operating Environment”).
  - A Standard Operating Environment is one where the covered applications, databases and operating systems have been tested, certified, and documented by Avaya.
  - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may be delayed in starting work on the service request and additional charges may apply.
  - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and the End Customer may be responsible for performing such reconfiguration.
  - Any product under an active Support Advantage Support Contract which is deinstalled, moved or altered is not considered in a Standard Operating Environment and will have to be installed, tested and certified to Avaya policy to be considered covered.

## 4. Onsite Support Coverage

Onsite coverage is incremental to 4-hour Advanced Parts Replacement and thus includes all benefits as defined above, as well as all limitations, exclusions and availability for critical components versus non-critical components.

Where geographically available as indicated in the Country Availability and Major Cities addendum, the Customer may elect from the following levels of coverage:

- **Onsite Support 8x5** – Onsite technician support is provided during Standard Business Hours.
- **Onsite Support 24x7** – Onsite technician support is provided twenty-four (24) hours per day, seven (7) days per week for Outage and Severe Business Impact issues and during Standard Business Hours for all other onsite support.

Onsite Support coverage includes the following services:

- If Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will dispatch Avaya’s field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.
- Installation of technician-installable Updates (defined in Appendix A), according to the following chart.

	Types of Coverage	
	Onsite Support 8x5	Onsite Support 24x7
<b>Class 1 and 2 Updates</b>	During Standard Business Hours*	24 hours per day, 7 days per week
<b>Class 3 Updates</b>	During Standard Business Hours*	During Standard Business Hours*

\* Updates will be installed after Standard Business Hours upon Customer request and subject to the Customer’s express approval of time and materials charges using Avaya’s then current Maintenance Per Incident rates.

- Other Onsite Support that is mutually agreed and scheduled.

Advanced parts replacement and dispatch of Avaya’s field technical resources will be at the discretion of Avaya, not the end user customer, after proper remote trouble investigation has occurred. Customers requesting advanced parts replacement or dispatch of Avaya field technical resource will be billed appropriately per the current Per Incident Time and Material rates. Once Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya field technical resource or designated resource:

- Within four (4) hours for an Outage or Severe Business Impact request if the site is located in the U.S. or if the site is located outside of the U.S. and is included in the Country Availability and Major Cities addendum.

- If the Customer has purchased 24x7 Onsite Support, the scheduled arrival time will be based on site access and availability of the Customer's authorized representative.
- If the Customer has purchased 8x5 Onsite Support, Avaya will provide out of hours support for an Outage or Severe Business Impact request upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- Within two (2) Standard Business Hours for an Outage or Severe Business Impact request if the site is located within a certain major metropolitan area in the U.S. and Canada confirmed by Avaya and only for eligible Supported Products (i.e., Communication Manager).
- As confirmed by Avaya for arrival times related to an Outage or Severe Business Impact request if the site is located outside of the U.S. and is not included in the Country Availability and Major Cities addendum.
- By close of the next business day during Standard Business Hours for a Business Impact request. Avaya will provide support outside of Standard Business Hours for a Business Impact or Non-Service Impact request upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- As mutually agreed during Standard Business Hours for any other onsite support.

### A. Exclusions from Onsite Support Coverage

The following exclusions apply to Onsite Support:

- Remaining onsite outside of Coverage Hours or after resolution of a problem in the Supported Products.
- Providing standby service, such as the Customer requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
- Trouble isolation and fault management associated with the installation of Updates other than to correcting faults for a Standard Operating Environment.
- Replacement of terminals. T/M charges would apply for onsite terminal replacement.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries (as specified below), headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels and removable media.
  - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
  - Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased and installed by the Customer.
  - Batteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer. **However, Avaya installation of this part is included as part of Onsite Support coverage.**
  - Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya; therefore, these batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
- Customized system features or reports created by the Customer or third parties. If Avaya determines that a problem is due to the Customer's or a third party's custom application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products or terminal replacement.
- Customization of, or labor to install, a software application on the Supported Product.
- Services and all support not directly attributable to a fault in Supported Products (including faults in the Customer's own network or the public network).
- Services that cannot be provided due to the Customer's failure to fulfill the customer responsibilities detailed in the Customer Responsibilities section of this Service Description.
- Your Avaya Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any

requested Avaya support to return the communication systems to proper operating condition shall be charged at Avaya's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.

## 5. Maintenance Software Permissions (MSPs) and DADMIN Logins

Maintenance Software Permissions (MSPs) and DADMIN logins are applicable only to all Avaya Aura® Communication Manager (CM) Releases, including earlier versions such as DEFINITY®, G3V4 – R7 and G3V3.

MSPs provide the technological ability to execute certain on demand maintenance commands to a customer that is logged into an Avaya PBX system using a username and password reserved for customers (called a "Customer Login"). In this way, MSPs provide support services capabilities used to respond to some alarms and to aid in identifying and resolving problems with a system.

Customers may have access to MSPs, at no charge. One way to request MSPs is through Avaya's MSP Activation page (<https://support.avaya.com/MSPActivation>).

For all Avaya PBXs sold before May 2008, including CM 4 and earlier releases, both the customer that purchased the PBX and any agent acting on its behalf – including an unauthorized maintenance provider ("UMP") or independent service provider ("ISP") – may use MSPs at no charge.

Customers that purchased Avaya PBXs since May 2008, including CM 5.0 and later releases, also have access to MSPs at no charge, but such customers might breach their contracts with Avaya by allowing an UMP or ISP (or any other agent that is not authorized by Avaya) to use the on demand maintenance commands enabled by MSPs.

The DADMIN login was developed for and is licensed only to Avaya's authorized channel partners, subject to customer approval and Avaya authorization. The DADMIN login provides the partner with support services capabilities. DADMIN logins may be used only by authorized partners in accordance with the applicable Avaya license terms. DADMIN logins are not transferable or assignable, and they are not to be provided to customers or any unauthorized third parties.

Three other levels of Avaya Logins also exist – CRAFT, INADS and INIT – but these logins are reserved for the exclusive use of Avaya associates. UMPs do not have a license or permission from Avaya to use CRAFT, INADS, INIT or DADMIN logins.

For additional information about MSPs or DADMIN logins, please refer to Avaya's Intellectual Property Policy for Customers and Partners.

## 6. Terminal Replacement

***Terminal Replacement is available when Parts or Onsite Support coverage is in effect. This option is priced and billed separately.***

Terminal replacement provides an option for the Customer to purchase an add-on service for the advance replacement of Avaya terminals. Replacement terminals will arrive next business day and does not include onsite service. T/M charges would apply for onsite terminal replacement.

This service provides advance replacement of any covered terminal that Avaya determines to be inoperative. Advance replacement of the Avaya terminals will be provided per the terms and procedures described in the Parts Coverage section of this Service Description.

This coverage is priced per gateway. Terminals do not have to be co-located with a gateway, but they must be registered at a gateway that is covered by Terminal Replacement.

## 7. Customer Responsibilities

For the term of the support coverage, the Customer must:

- Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description, unless specifically negotiated and agreed upon by Avaya and Customers as to how technical delivery will be supported. Failure to provide Avaya with remote system access, will likely result in additional support efforts on a billable basis.
- Have active Support Advantage Essential or Preferred Support coverage on the Supported Products receiving Parts or Onsite Support coverage.
- Ensure registration of Avaya Supported Products is completed by Avaya or by an authorized Avaya Partner as defined by Avaya's most recent registration process, including the removal of deactivated equipment. This includes removing the programming for any inactive or moved equipment administered in the customer's Communication Manager.
- Follow all of the Avaya installation, operation and maintenance instructions.
- Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.
- Define internal procedures to maintain control of the original software media including creation of backup copies.
- Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data or program to the extent the Customer deems necessary.
- Notify Avaya of any software/hardware upgrades. Updates to, or additions of any new software, hardware and/or applications to the existing systems, if such upgrades, additions or software/applications were purchased from a vendor other than Avaya.
- Notify Avaya prior to moving any Supported Products covered by this Service Description.
- Provide remote and onsite access to the Supported Products during Coverage Hours to enable Avaya or its designated resource to perform onsite support. 'Access' includes physical access as well as network access to Supported Products. Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait one (1) or more hours after arriving onsite for equipment to become available for servicing.
- Use the "Avaya Products Security Handbook" available at <http://support.avaya.com> along with the individual product documentation to secure remote access capabilities.
- Provide system passwords and equipment access control features required for Avaya to provide support.
- Provide adequate communications facilities and workspace for Avaya's field technician.
- Ensure the Customer's authorized staff for operation and maintenance is available during the support period. The Customer's staff must have the authority to make decisions on the Customer's behalf

concerning the maintenance and service support of Supported Products. The authorized staff is responsible to:

- Approve of out-of-hours technical support any associated maintenance per incident charges;
- Provide and approve all purchase orders for maintenance per incident invoices;
- Permit Avaya to conduct an equipment certification, serviceability and inventory check if required by Avaya prior to service assumption.
- Arrange for access at times other than Standard Business Hours and which may include special security arrangements for Avaya personnel such as badges, door codes, and clearances (as required).
- Request advance replacement of parts only for the eligible Supported Products.
- Return faulty parts to Avaya according to the guidelines included in the Parts Coverage section of this Service Description.

## 8. General

### A. Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the End Customer that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the Customer premises.
- If the Supported Products are purchased through an Avaya Partner (including Support Advantage Retail), regardless of what company installs the supported products, Support and billing will commence in accordance with the below schedule:

Order Type	Commence Support and Billing on the First Day of Month
New Supported Products	Second Month*
Upgrades of existing products already under SA support coverage, including licenses	Second Month*
Increases in the quantity of existing products already under SA support coverage	First Month*
Same order for increases in the quantity of existing products already under SA support coverage contains new Supported Products or an upgrade	Second Month*
Same order for increases in the quantity of existing products already under SA support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing Third Party Products already under SA support coverage	First Month*

\* Month following the date that the order for the Supported Products is accepted by Avaya in its order processing system

Note –

- For Third Party Products support commencement may vary from the above dates.
- If an earlier commencement from the above dates is being requested, then this must apply to all line items in the order.



## B. True Up

Avaya may perform true ups to determine if additional Avaya Servers and Gateways have been added as Supported Products and bill for the Avaya Servers and Gateways.

## C. Renewal of Coverage

Support Advantage coverage for Supported Products will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the Customer is an Avaya authorized reseller or distributor, renewals will not be automatic unless auto-renewal is available from Avaya. Auto-renewal for authorized resellers and Distributors is not available in all regions. Support Advantage 1-year and multi-year support agreements will renew at then-current rates and for a similar term length as the expiring agreement. Where auto-renew is available, multi-year support agreements will automatically renew as a 3-year or 5-year support agreement, as applicable.

## D. Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the [Support Re-initiation Policy](#).

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Time and Materials (T&M) support is not available if a support contract has lapsed.
4. Support is not available the day after the expiration date of the support contract.

## E. Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

1. Supported Products classified by Avaya as "not customer-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
2. Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the Customer is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

## F. Coverage Required for Hardware Components Within the Same System

All Avaya servers and gateways that are part of the same system at the same site must have the same level of coverage (i.e., Parts or Onsite Support). If the Customer is found to have varying levels of coverage on servers and gateways that are part of the same system at the same site, the servers or gateways covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the Customer for the incremental charge, calculated to be co-terminus with existing coverage.



## G. Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). A list of integrated solutions is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

## H. Coverage for Avaya Independent Products or Applications at Same Site

Independent or separate systems such as Communication Manager, Modular Messaging and Call Management System Supported Products at a single location can be covered by different levels of Support Advantage hardware coverage (e.g., Communications Manager with Onsite Support and Modular Messaging with Parts). If the Customer is found to have varying levels of coverage for components that are part of the same system at the same site, the components covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the Customer for the incremental charge, calculated to be co-terminus with existing coverage.

## I. Dedicated Access

As an entitlement to the Customer's product purchase, Avaya will provide the Secure Access Link (SAL) Software Gateway in order to provide remote, secure access to the Customer's systems for support. The Customer should have the Software Gateway installed no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations, so that Avaya can perform the services as described. The IP address must be provided to Avaya as soon as it is available. The Policy set by the Customer must allow outbound connection from the Customer's location back to the Avaya Service Center in order for Avaya to provide remote support on a 24x7 basis or there may be degradation to the service and support the Customer receives from Avaya. The Avaya support obligations under this document are contingent on the provision of remote access. **If an Avaya-approved standard remote connectivity method is not approved and implemented by the Customer, Avaya is excused from any liability and contractual performance standards when using nonstandard connectivity methods. If using nonstandard connectivity methods, Avaya may not be able to provide support and Avaya may charge time and material charges using Avaya's then current Per Incident Maintenance rates if there is additional cost to Avaya in providing support to the Customer.**

## J. Termination of Support

The Customer may terminate Services at any time during the current term upon at least 30 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees.

Cancellation fees shall be equal to the Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Partner's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Cancellation fees will be calculated as follows for a 1 year agreement:

- Cancel in Year 1: Full amount of 1st year annual fees to be paid in full

Cancellation fees will be calculated as follows for a 3 year agreement:

- Cancel in Year 1: Full amount of 1st annual fees to be paid in full
- Cancel in Year 2: Full amount of 1st, 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.

Cancellation fees will be calculated as follows for a 5 year agreement:

- Cancel in Year 1: Full amount of 1st year fees to be paid in full
- Cancel in Year 2: Full amount of 1st and 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.
- Cancel in Year 4: Full amount of 1st, 2nd, 3rd and 4th year annual fees to be paid in full
- Cancel in Year 5: Full amount of 1st, 2nd, 3rd, 4th and 5th year annual fees to be paid in full

Support Advantage charges include amounts payable for Upgrade Advantage for the purpose of calculating cancellation fees.

All refunds for prepayments on contracts that are terminated other than due to Avaya's breach will be provided as a credit.

Avaya virtual application upgrades and/or migrations may require less hardware. As a result, Avaya monthly maintenance costs could be lower or hardware maintenance may not be required at a previously covered site. In these instances termination fees will not be applied, provided the same or better Avaya application support coverage level is maintained and any hardware required to implement the virtualized solution is purchased through the Avaya channel (i.e., direct or indirect), if such hardware is available via the Avaya channel.

## **K. Extended Services Support**

Periodically, Avaya or a third party manufacturer may declare “end of life,” “end of service,” “end of support,” “manufacture discontinued” or similar designation (“End of Support”) for certain Supported Products. Refer Avaya Product Lifecycle Policy for further details: <http://support.avaya.com/css/P8/documents/100081098>

Customer may access Avaya’s user support website (<http://support.avaya.com>, or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in this Service Description, except for the End of Support exceptions listed herein

Avaya will make commercially reasonable efforts to provide the same level of support described in this document, with the following exceptions:

- Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), “bug fixes” and interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.
- Access to and availability of support expertise on some Products may decline over time
- The Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.
- It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer’s current Product. The risk of this situation will depend on the Product’s type and age. Avaya will endeavor to highlight upcoming shortages via ongoing “Services Support Notices” posted at [support.avaya.com](http://support.avaya.com).
- The extended services support period may vary based on product availability, demand and other business factors, at Avaya’s discretion.

Extended Services Support is provided only to the Avaya Customer purchasing support services (i.e., Support Advantage) for the affected Supported Products.

A list of products that are currently supported is available from Avaya at [http://support.avaya.com/Support\\_Advantage](http://support.avaya.com/Support_Advantage).

## 9. Addendum – Country Availability and Major Cities

### A. Country Availability

Onsite Support and Parts coverage is available as indicated to the countries in the following table.

Region	Country	Onsite Support 8x5 <sup>12</sup>	Onsite Support 24x7 <sup>12</sup>	Parts, Next Business Day <sup>3456</sup>	Parts, x4 <sup>3456</sup>
APAC	Australia	Special Bid	Special Bid	Yes	No
	China	Special Bid	Special Bid	Yes	No
	Hong Kong	Special Bid	Special Bid	Yes	Yes
	India	Special Bid	No	Yes	No
	Indonesia	Special Bid	No	Yes	No
	Japan	Special Bid	No	Yes	No
	Korea	Special Bid	No	Yes	No
	Macau	Special Bid	No	Yes	No
	Malaysia	Special Bid	No	Yes	No
	New Zealand	Special Bid	No	Yes	No
	Philippines	Special Bid	No	Yes	No
	Singapore	Special Bid	Special Bid	Yes	Yes
	Sri Lanka	Special Bid	No	Yes	No
	Taiwan	Special Bid	No	Yes	No
	Thailand	Special Bid	No	Yes	No
Vietnam	Special Bid	No	Yes	No	
CALA	Argentina	Yes	Yes	Yes	Yes
	Brazil	Yes	Yes	Yes	Yes
	Columbia	Yes	Yes	Yes	Yes
	Mexico	Yes	Yes	Yes	Yes
EMEA	Austria	Yes	Yes	Yes	Yes
	Belgium	Yes	Yes	Yes	Yes
	Croatia	No	No	Yes	No
	Czech Republic	Yes	Yes	Yes	Yes
	Denmark	Yes	Yes	Yes	Yes
	Finland	Yes	Yes	Yes	Yes
	France	Yes	Yes	Yes	Yes
	Germany	Yes	Yes	Yes	Yes
	Hungary	Yes	Yes	Yes	Yes
	Ireland	Yes	Yes	Yes	Yes

Region	Country	Onsite Support 8x5 <sup>12</sup>	Onsite Support 24x7 <sup>12</sup>	Parts, Next Business Day <sup>3456</sup>	Parts, x4 <sup>3456</sup>
EMEA	Italy	Yes	Yes	Yes	Yes
	Luxembourg	Yes	Yes	Yes	Yes
	Netherlands	Yes	Yes	Yes	Yes
	Norway	Yes	Yes	Yes	Yes
	Poland	Yes	Yes	Yes	Yes
	Russia	Yes	Yes	No	Yes
	Slovakia	No	No	Yes	No
	Spain	Yes	Yes	Yes	Yes
	Sweden	Yes	Yes	Yes	Yes
	Switzerland	Yes	Yes	Yes	Yes
	U.A.E.	No	No	Yes	No
	U.K.	Yes	Yes	Yes	Yes
NAR	Canada	Yes	Yes	Yes	Yes
	U.S.	Yes	Yes	Yes	Yes

<sup>1</sup> Avaya's onsite response objectives for Outage or Severe Business Impact incidents are limited to only those cities listed in the Major Cities addendum. EMEA Partners must have signed the PSS standard terms and conditions.

<sup>2</sup> In APAC, Onsite Support is available to customers served by Avaya Direct only and in cities listed on the Major Cities addendum.

<sup>3</sup> Standard terms of Extended Support apply and exclude OEM products.

<sup>4</sup> In CALA, Avaya will ship the replacement Supported Product or component under the same delivery terms specified in the Customer's commercial agreement with Avaya for product deliveries, or, in the absence of said delivery terms in the commercial agreement, to Customer's site location.

<sup>5</sup> In EMEA, Avaya will ship the replacement Supported Product or component under the same delivery terms specified in the Customer's commercial agreement with Avaya for product deliveries, or, in the absence of said delivery terms in the commercial agreement, to End User Customer's site location or Partner premises as specified in the order. Partner must have signed the PSS standard terms and conditions.

<sup>6</sup> In APAC, Parts is available to Avaya Distributors and Resellers only and in cities listed on the Major Cities addendum.

**B. Major Cities**

To qualify for the Onsite or Severe Business Impact Service Request onsite response intervals, the Customer site must be located within an Avaya covered major metropolitan area.

Region	Country	Major Cities
APAC	Australia	Adelaide, Brisbane (Queensland), Canberra, Darwin, Hobart, Melbourne, Perth, Sydney
	China	Beijing
	Hong Kong	Hong Kong
	India	Bangalore, New Delhi, and Hyderabad
	Indonesia	Jakarta
	Japan	Sapporo, Fukuoka, Osaka, Nagoya, Tokyo, Okinawa
	Korea	Seoul
	Macau	Macau
	Malaysia	Kuala Lumpur
	New Zealand	Auckland
	Philippines	Manila, Cebu
	Singapore	Singapore
	Sri Lanka	Colombo
	Taiwan	Taipei
	Thailand	Bangkok
Vietnam	Ho Chi Minh City	
CALA	Argentina	Buenos Aires, Cordoba
	Brazil	Belém, Belo Horizonte, Curitiba, Goiânia, Porto Alegre, Recife, Rio de Janeiro, Salvador, São Paulo, Uberlândia
	Columbia	Barranquilla, Bogotá, Cali, Medellin
	Mexico	Mexico City (Distrito Federal), Monterrey
EMEA	Austria	Vienna
	Belgium	Brussels
	Czech Republic	Prague
	Denmark	Copenhagen
	Finland	Helsinki
	France	Lyon, Marseille, Nantes, Paris
	Germany	Berlin, Düsseldorf, Frankfurt, Hamburg, Cologne, Leipzig, Munich, Stuttgart
	Hungary	Budapest
	Ireland	Dublin
	Italy	Milan, Rome

Region	Country	Major Cities
EMEA	Netherlands	Amsterdam, Rotterdam
	Norway	Oslo
	Poland	Warsaw
	Russia	Moscow, St. Petersburg
	Spain	Barcelona, Madrid
	Sweden	Stockholm
	Switzerland	Geneva, Zurich
	U.K.	Birmingham, Bristol, Cardiff, Edinburgh, London, Manchester
NAR	Canada	Calgary, Edmonton, Fredericton, Moncton, Montreal, Ottawa, Saint John (New Brunswick), Toronto (GTA 416/905), Vancouver
	U.S.	Outage and Severe Business Impact Service Request onsite response intervals apply to all sites in the U.S.  Refer to list of Major Metropolitan Areas by Zip Code for Communication Manager 2 hour response eligibility.

## Appendix A: Definitions

### Business Severity Categories:

**Outage Service Request:** A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround.

**Severe Business Impact Service Request:** Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm's ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

**Business Impact Service Request:** Significant degradation to the system's operation, maintenance or administration: requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above..

**Non-Service Impact Service Request:** A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections, and administrative issues.

**Class 1 Product Correction Notice:** A major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information.

**Class 2 Product Correction Notice:** A moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information.

**Class 3 Product Correction Notice:** A minor system failure with low probability of potential loss of system use of functionality and/or loss of customer information.

**Commercial Agreement:** Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

**Coverage Hours:** The hours of coverage purchased for Onsite Support which are either 8x5 or 24x7.

**Critical Component:** A part required to restore service for a Severity 1 or Severity 2 Service Request. Examples of a Critical Component include but are not limited to servers, processors, disk drives, power supplies or circuit packs.

**End Customer:** Means the end customer purchasing support services directly from the Partner (or the Partner purchasing service for its own internal use) for the Supported Products.

**Feature Pack:** A downloadable, quick and easy to install, software deliverable containing one or more features that may be enabled individually and/or optionally licensed. May also contain maintenance correction. Feature Packs are typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]).

**Maintenance Per Incident:** Time and material (T&M) support available for out-of-scope or break-fix related activity not included in this Service Description. Support may be remote and/or onsite based on the product being supported and the time of day.

**Major Release:** A major change to the software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z).

**Minor Release:** A change to the software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).

**Non-Critical Component:** Any other covered part that is not classified as a Critical Component.

**Order Closure:** When an order is booked and closed within Avaya's billing system of record (SAP).

**Service Description:** The Service Description may also be referred to as a Service Agreement Supplement (SAS), Statement of Work (SoW), or Customer Service Agreement Information.

**Software Update:** Changes in the software that typically provide maintenance correction only. An update is typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]), representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, bug fix, etc.

**Standard Business Hours:** Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

**Standard Operating Environment:** The covered applications, databases and operating systems have been tested and certified by Avaya.

**Supported Products:** The software and hardware products manufactured by Avaya and included on a service order form. Support for products manufactured by independent third parties (OEM products) may be included as Supported Products under a separate Service Description. These products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.

**Update:** A Product Correction Notice (PCN), minor software or firmware update or service pack.

**Upgrade:** A Major Release of software.

**Upgrade Advantage:** An offer that provides an upgrade subscription for Avaya-provided software.

**Terms of Use for Hosted Services**

These Terms of Use for Hosted Services (“Terms”), only apply if and to the extent Customer purchases Hosted Services. This document includes the Service Description for Avaya Spaces™

**1. DEFINITIONS**

In addition to capitalized terms defined elsewhere in the Agreement, the following terms have the meaning given below for this Schedule only:

“**Customer Content**” means all information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by Customer (including Customer personnel) while using the Hosted Service.

“**Initial Term**” means the period stated in the Customer’s order beginning on the date the Hosted Service is available for Customer’s use.

“**Other Users’ Content**” means all information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by users other than Customer or Avaya while interacting with the Hosted Service.

“**Renewal Term**” means the automatic renewal period of the Hosted Service at the then current charges.

“**Service Period**” means collectively the Initial Term and Renewal Term.

**2. SERVICES PROVIDED AND RIGHTS GRANTED**

**2.1 Service Provided.** Upon acceptance of an order, Avaya will make the Hosted Services available to Customer for the Initial Term. Unless otherwise prohibited by applicable law or otherwise agreed in writing by Avaya, the Initial Term will renew and continue to renew automatically, for the Renewal Term in accordance with the Service Description, unless either party gives the other party thirty (30) days (or longer period if expressly set out in the Service Description) advance written notice before the end of the current term of their intent not to auto renew. The Renewal Term shall be the same duration as the Initial Term, unless otherwise stated in the Service Description or in writing by Avaya. Upon the end of the Service Period, Customer’s access and use of the Hosted Service will terminate.

**2.2 Rights Granted.** For the duration of the Service Period only and subject to Customer’s payment obligations, and except as otherwise set forth in these Terms or the order, Avaya gives Customer a non-exclusive, non-assignable, royalty-free, limited right to access and use the Hosted Service solely for the Customer’s internal business use in accordance with the Service Description. Customer may allow Customer’s users to use the Hosted Service for this purpose and Customer will remain responsible for Customer’s users’ compliance with these Terms and the order.

**2.3 Acceptable Use Policy.** Customer shall comply with the Acceptable Use Policy (“AUP”) posted at <http://support.avaya.com/LicenseInfo> as applicable (or such successor site as designated by Avaya).

**3. CHARGES AND CHANGES**

**3.1 Charges.** All fees due to Avaya under these Terms are non-cancellable and the sums paid are non-refundable, except as otherwise expressly provided in these Terms or the applicable Service Description.

**3.2 Changes to these Terms.** AVAYA MAY MODIFY THESE TERMS OR THE FEES FOR THE HOSTED SERVICES AT ANY TIME AT ITS SOLE DISCRETION TO THE EXTENT REQUIRED TO COMPLY WITH (A) CHANGES TO LAWS OR REGULATIONS APPLICABLE TO THE SERVICES, (B) GOVERNMENTAL ORDERS, (C) MODIFICATIONS TO THE SERVICE, OR (D) OBLIGATIONS IMPOSED BY AVAYA SUPPLIERS, BY POSTING MODIFIED TERMS ON <http://support.avaya.com/licenseinfo> (OR SUCH SUCCESSOR SITE AS DESIGNATED BY AVAYA) OR UPON NOTICE TO CUSTOMER BY AVAYA VIA EMAIL OR THROUGH SOME OTHER MEANS DESIGNATED BY AVAYA. CHANGES TO THESE TERMS WILL BE EFFECTIVE AS OF THE DATE AVAYA POSTS THEM OR ISSUES A NOTICE TO CUSTOMER OF SUCH CHANGE, UNLESS AVAYA SPECIFIES A DIFFERENT EFFECTIVE DATE WHEN AVAYA MAKES A PARTICULAR CHANGE. CHANGES TO THE FEES FOR THE HOSTED SERVICES WILL BE EFFECTIVE 30 DAYS AFTER THE DATE AVAYA POSTS THEM OR ISSUES A NOTICE TO CUSTOMER. CUSTOMER IS SOLELY RESPONSIBLE FOR CHECKING FOR ANY AGREEMENT UPDATES. CUSTOMER’S CONTINUED USE OF THE SERVICE MEANS THAT CUSTOMER ACCEPTS AND AGREES TO ANY REVISED TERMS, CONDITIONS OR FEES. IN THE EVENT CUSTOMER DOES NOT AGREE TO ANY SUCH MODIFICATION, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND TERMINATE THESE TERMS BY PROVIDING WRITTEN NOTICE TO AVAYA OF ITS INTENT TO TERMINATE WITHIN THIRTY (30) DAYS FOLLOWING AVAYA’S NOTICE TO CUSTOMER OF (OR POSTS) THE MODIFIED TERMS. IN THE EVENT CUSTOMER NOTIFIES AVAYA OF ITS INTENT TO TERMINATE THESE TERMS DURING THE RESPONSE PERIOD, THESE TERMS SHALL TERMINATE, AND CUSTOMER SHALL CEASE USE OF THE SERVICE, EFFECTIVE AS OF THE LAST DAY OF THE BILLING PERIOD DURING WHICH THE CUSTOMER NOTIFIED AVAYA OF ITS INTENT TO TERMINATE.

**4. DOWNTIME AND SERVICE SUSPENSIONS**

**4.1 Downtime and Service Suspensions.** Unless the Service Description states otherwise, Customer acknowledges that: (a) Customer’s access to and use of the Hosted Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Hosted Service for any



reason, including as a result of power outages, hacking, system failures, fraud prevention, or other interruptions; and (b) Avaya shall also be entitled, without incurring any liability to Customer, to suspend access to any portion or all of the Hosted Service at any time, on a Hosted Service-wide basis: (i) for scheduled downtime to permit Avaya to conduct maintenance or make modifications, upgrades, or updates to any Hosted Service; (ii) in the event of a denial of service attack or other attack on the Hosted Service or other event that Avaya determines, in its sole discretion, may create a risk to the applicable Hosted Service, to Customer or to any of Avaya's other customers if the Service were not suspended; or (iii) in the event that Avaya determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "**Service Suspensions**"). WITHOUT LIMITATION TO SECTION 9, COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES THAT CUSTOMER MAY INCUR AS A RESULT OF ANY SERVICE SUSPENSION. TO THE EXTENT COMPANY IS ABLE, COMPANY WILL ENDEAVOR TO PROVIDE CUSTOMER NOTICE OF ANY SERVICE SUSPENSION IN ACCORDANCE WITH THE SERVICE DESCRIPTION AND TO POST UPDATES REGARDING RESUMPTION OF THE SERVICE FOLLOWING ANY SUCH SUSPENSION, BUT SHALL HAVE NO LIABILITY FOR THE MANNER IN WHICH COMPANY MAY DO SO OR IF COMPANY FAILS TO DO SO.

## 5. CUSTOMER CONTENT AND MARKS

**5.1** Customer is solely responsible for Customer Content and for any loss or damage to Avaya, its suppliers or a third party caused by sending, displaying, uploading, posting, publishing or submitting Customer Content. Customer represents that (a) Customer is the owner of all copyrights and other intellectual property rights in Customer Content or is authorized to access, use, store, archive for a period of time, modify, display, reproduce, prepare derivative works of, and distribute Customer Content by the owner of the copyright and other intellectual property rights; and (b) Avaya, its suppliers and subcontractors are authorized to do the same to the extent necessary for the purpose of providing the Hosted Service.

**5.2** Customer (or its licensor) retains all right, title and interest in and to Customer Content. Customer is solely responsible for protecting and enforcing, at Customer expense, any intellectual property rights Customer (or its licensor) may have in Customer Content.

**5.3** Subject to Section 11.2 (Co-operation with law enforcement authorities) Avaya will not share Customer Content or Other Users' Content with any third parties unless: (a) Avaya has Customer written or electronic consent for sharing any of Customer Content and Other Users' Content; or (b) Avaya provides Customer Content or Other Users' Content to third parties (e.g. sub-contractors) to carry out tasks on Avaya's behalf (e.g., data storage, etc.) as directed by Avaya and subject to appropriate agreements with those third parties. Such sharing of Customer Content or Other user's Content will be in accordance with the then-current Personal Data Processing (Privacy) Terms, found at [<http://support.avaya.com/LicenseInfo>] or a successor site (sometimes referred to herein as the "DPA"). Avaya may release new versions of the DPA, which will replace the previously applicable version prospectively.

**5.4** Customer hereby grants Avaya a limited, non-exclusive, non-transferable, non-sublicenseable license to display Customer trade names, trademarks, service marks, logos, domain names and the like ("Customer Marks") and to host and display likenesses and photo images for the purpose of providing the Hosted Service to Customer or promoting or advertising that Customer uses the Hosted Service; provided, that the use of Customer Marks in connection with these Terms shall not create any right or title in or to the use of the Customer Marks and all such use and goodwill associated with Customer Marks will inure to the benefit of Customer.

## 6. OTHER USER'S CONTENT

**6.1** Customer represents that (a) Customer is authorized by Customer's customers and by any other users with whom Customer interacts or communicates via the Hosted Service to access, use, store, archive for a period of time, modify, display, reproduce, prepare derivative works of, and distribute their Other Users' Content; (b) Avaya, its suppliers and subcontractors are authorized to do the same to the extent necessary for the purpose of providing the Hosted Service; and (c) Customer is fully responsible for any damages, liabilities, or losses (including, without limitation, attorneys' fees and court costs) incurred by Avaya arising from any failure by Customer to comply with this Section 6.1.

## 7. RIGHTS AND DISCLAIMERS

**7.1** Avaya may at its discretion: (a) pre-screen, refuse, flag, filter, or remove any material posted on the Hosted Service, including any Customer Content, which Avaya, in its sole discretion, deems inconsistent with these Terms, including any material Avaya has been informed or has reason to believe may constitute intellectual property infringement; and/or (b) take any action it deems appropriate with respect to any prohibited use of the Hosted Service or Intellectual Property or other use of the Hosted Service that it deems to be inappropriate, in violation of these Terms, or potentially disruptive to the Hosted Service or Avaya's network, including, without limitation, issuing warnings or disabling or terminating the Hosted Service, specific accounts or any user's access to all or part of the Hosted Service Avaya may take the action(s) set forth in Sections 7.1(a) and 7.1(b), or similar actions, without notice or liability to Customer or any other party. Avaya assumes no liability for any action or inaction regarding transmissions, communications, or content provided by Customer or any third parties.

**7.2** As part of the Hosted Service, Avaya may, at its discretion, archive Customer Content and Other Users' Content and may periodically delete Customer Content and Other Users' Content after a certain period of time without notice to Customer, including, without limitation, after expiration or termination of the Service Period or as may be required by applicable law. To the extent that Customer wishes to retain any Customer Content or Other Users' Content, Customer is solely responsible to ensure that such information is downloaded, saved and/or backed-up. Avaya may also implement reasonable limits as to the size or duration of storage of any Customer Content or Other Users' Content.

**7.3** It is Avaya's policy to respond to notices of alleged copyright or trademark infringement that comply with applicable international intellectual property law (including, without limitation, in the United States the Digital Millennium Copyright Act) and where appropriate at Avaya's discretion to terminate the accounts of infringers. If Customer would like to send Avaya an alleged copyright or trademark infringement notice as it pertains to the Hosted Service, go to the following link <http://support.avaya.com/AvayaCopyrightAgent> (or such successor site as designated by Avaya) and follow the instructions on how to get in touch with Avaya. If Customer has trouble accessing this link, then Customer may contact Avaya for further information at [copyrightagent@avaya.com](mailto:copyrightagent@avaya.com) with the subject line: "DCMA Takedown Request" or by mail to:

Avaya Copyright Agent Notification  
 350 Mount Kemble Avenue  
 Room 2C109  
 Morristown, NJ 07960

Phone: +1-908-953-2044

## 8. WARRANTY DISCLAIMER

NEITHER AVAYA, NOR ITS LICENSORS, NOR ITS SUPPLIERS WARRANT THAT: (A) CUSTOMER'S USE OF THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR PROVIDE ANY SPECIFIC RESULTS; (B) CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR OR VIRUSES; (C) CUSTOMER'S USE OF THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, OR DELETION OF CUSTOMER OR THIRD PARTY DATA; (D) THE SERVICES WILL PREVENT TOLL FRAUD; (E) INFORMATION OR CONTENT PROVIDED TO CUSTOMER THROUGH THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (F) ALL DEFECTS IN THE SERVICE WILL BE CORRECTED OR (F) THE SERVICE WILL HAVE ANY PARTICULAR UP-TIME, QUALITY OF SERVICE, OR QUALITY OF VOICE OR FAX COMMUNICATIONS.

## 9. LIMITATION ON LIABILITY

NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

**9.1 Limitation of Liability.** ALL LIABILITY OF AVAYA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS COLLECTIVELY FOR CLAIMS ARISING OUT OF THESE TERMS, CUSTOMER'S ORDER, OR THE SERVICE SHALL NOT EXCEED THE FEES PAID TO AVAYA FOR THE SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE LAST EVENT THAT GAVE RISE TO THE CLAIM. THE LIMIT IS IN THE AGGREGATE AND NOT PER INCIDENT.

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL AVAYA AND ITS AFFILIATES AND LICENSORS OR SUPPLIERS, OR CUSTOMER, BE LIABLE, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR OTHERWISE FOR: (A) ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (C) TOLL FRAUD, ANY LOSS OF PROFITS, REVENUE, REPUTATION, GOODWILL, OR ANTICIPATED SALES OR SAVINGS, OR COST OF COVER, SUBSTITUTE GOODS, OR PERFORMANCE.

**9.3 Applicability.** THE DISCLAIMERS OF LIABILITY AND THE CAP ON AGGREGATE LIABILITY IN THIS SECTION 9 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY DO NOT APPLY IN CASES FOR CLAIMS OF PERSONAL INJURY, WILLFUL MISCONDUCT, VIOLATION OF AVAYA'S OR ITS SUPPLIERS' OR LICENSORS' INTELLECTUAL PROPERTY RIGHTS, AND/OR TO THE EXTENT OF THE DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS.

## 10. INDEMNIFICATION

**10.1 Avaya's Defense and Indemnification Obligations.** Avaya will defend Customer against third party claims brought against Customer to the extent arising solely from an allegation that the Service directly infringes a third-party patent or copyright. Avaya will indemnify Customer against damages (specifically excluding any increased or enhanced damages resulting from **Company's Defense and Indemnification Obligations**). Company will defend Customer against third party claims brought against Customer to the extent arising solely from an allegation that the Service directly infringes a third party patent or copyright. Company will indemnify Customer against damages (specifically excluding any increased or enhanced damages resulting from Customer's willful infringement) finally awarded against Customer by a court of competent jurisdiction or a settlement amount approved by Company. Company's obligations under this Section will not apply if the claim arises or results from (a) Customer's breach of these Terms (including, but not limited to the AUP), and the Service Description, (b) modification to the Service or use of the Service outside the scope of these Terms, (including, but not limited to the AUP incorporated herein), and the Service Description, (c) combination, operation, or use of the Service with, or damages based on the value of, products, software, data, services or business processes not provided by Company, (d) non-Company products, software, services, or business processes, (e) Company's compliance with any designs, specifications, requirements or instructions provided by Customer or a third party on Customer's behalf, (f) use of non-current or unsupported versions of the Service, or use of the Service after Company notifies Customer to stop use due to a third party claim, (g) Customer Content or data, Other Users' Content or any other content not provided by Company, or (h) any services, products, software or business processes Customer provides based on or related to the Service. In the event a claim is made or likely to be made, Company may, at Company's option, (i) procure for Customer the right to continue using the Service under the terms of these Terms, or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If these options are not commercially reasonably available, at Company's discretion, Company may terminate the Service upon written notice to Customer and refund Customer any advanced payments for unused subscription rights.

**10.2 Your Defense and Indemnification Obligations.** Customer will defend Company and its Affiliates, and their respective officers, directors, employees, contractors, suppliers, licensors, partners and agents (each, an "Company Indemnified Party") against third party claims brought against a Company Indemnified Party arising from (a) Customer's breach of these Terms (including, but not limited to the AUP), and the Service Description, (b) Customer's violation of applicable law, (c) Customer Content or data, Other Users' Content, or the combination of Customer's Customer Content or data, or Other Users' Content, with other applications, content or processes (including, but not limited to any claim involving infringement or misappropriation of third party rights), (d) Customers use of the Services, (e) a dispute between Customer and any client, or dispute between Customer and any third party with whom Customer uses the Service to interact, or (f) Customers or its employees'

or agents' negligence or willful misconduct. Customer will indemnify the applicable Company Indemnified Party against all damages finally awarded against the Company Indemnified Party (or the amount of any settlement entered into by Customer) with respect to such claims.

**10.3 Indemnification Procedures.** The party against whom a third party claim is brought will (a) timely notify the other party in writing of the claim (provided, that the failure to provide timely notice shall not relieve the indemnifying party of its obligations under Section 10 unless the indemnifying party's defense of such claim is materially prejudiced by such failure), and (b) reasonably cooperate in the defense of the claim and may participate in the defense of the claim at its own expense. The party that is obligated to defend a claim will have the right to fully control the defense and to settle the claim; provided, however, that any settlement of a claim shall not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

**10.4 Sole Remedy.** THE FOREGOING STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY, AND THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INTELLECTUAL PROPERTY CLAIMS. THE FOREGOING ALSO IS IN LIEU OF, AND COMPANY DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY OTHER COMPANY INTELLECTUAL PROPERTY.

## 11. COOPERATION WITH LAW ENFORCEMENT

**11.1 Cooperation with law enforcement authorities.** Avaya reserves the right to fully cooperate with any law enforcement authorities, regulatory authorities, or court order requesting or directing Avaya to disclose the personal data of anyone posting any messages or content or publishing or otherwise making available any materials that are believed to violate these Terms. Customer is fully responsible for informing all relevant data subjects with whom Customer may communicate or otherwise interact via the Hosted Service of the foregoing right belonging to Avaya. CUSTOMER WAIVES AND HOLDS HARMLESS AVAYA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AVAYA OR LAW ENFORCEMENT AUTHORITIES. IN ADDITION, AVAYA RESERVES THE RIGHT TO INVOICE CUSTOMER AN ADMINISTRATIVE FEE TO RECOVER AVAYA'S COST TO RESPOND TO VALID SUBPOENAS, COURT ORDERS OR COMPLAINTS ISSUED BY A COMPETENT LAW ENFORCEMENT AUTHORITY, REGULATORY AUTHORITY, OR COURT OF LAW REGARDING ABUSIVE OR FRAUDULENT USAGE OF THE SERVICE BY CUSTOMER OR ITS END USERS.

## 12. EXTERNAL LINKS

**12.1 External Links.** In some cases, the Hosted Service may contain hyperlinks to non-Avaya websites, content, or resources or otherwise interface or work with third party services which are not maintained or controlled by Avaya (collectively, "External Services and Sites"). Customer's use of and connection to such External Services and Sites is at Customer's own risk, and Avaya excludes all liability in relation to use of or connection to External Services and Sites.

## 13. SOFTWARE LICENSE TERMS AND UPDATES

**13.1 Software License Terms.** If use of the Service requires Customer to download software or software is otherwise made available to Customer, such software is licensed pursuant to the EULA solely for the duration of Service Period.

**13.2 Updates.** It is possible that software updates may be automatically downloaded and installed by Avaya or its Affiliates from time to time. In such event, Customer agrees to allow such updates to be promptly downloaded and installed to enable Customer's use of the Hosted Service.

## 14. DISPUTE WITH OTHER USERS

**14.1 Dispute with Other Users.** Customer promptly notifies Avaya of the Claim in writing, gives Avaya sole authority and control of the defense and settlement of the Claim, and provides information and assistance reasonably requested by Avaya to defend against or settle the Claim. Customer is solely responsible for Customer's interactions with third parties with whom it uses the Hosted Service to interact. Avaya will have no liability with respect to such Customer interactions or disputes that may arise between Customer and such third parties. Avaya may, at its discretion, become involved with disputes between Customer and any such third party in the event that Avaya's interests are impacted.

## 15. RECORDING

**15.1** Some Hosted Services may involve recording and/or monitoring. For those Hosted Services, Customer Content and Other users' Content may be recorded or monitored for quality assurance, diagnostic, and/or training purposes. By accessing or using the Hosted Service, Customer consents to such recording, monitoring and usage. Customer is also responsible for informing anyone with whom Customer interacts or otherwise communicate via the Hosted Service that Customer Content and Other users' Content may be recorded or monitored for quality assurance, diagnostic, and/or training purposes.

**15.2 Recording of Conferences.** If conferences are applicable to the Hosted Service, Customer acknowledges that the laws of certain states, provinces or countries require that if a conference is to be recorded, all participants in the conference must be informed of that prior to the recording taking place, so they may consent to being recorded. Customer shall be solely responsible for complying with such local laws when recording a conference and Avaya shall have no liability to Customer or any participant in Customer's recorded conference if such announcement is not made or Customer fails to comply with applicable laws.

## 16. MISCELLANEOUS

**16.1 Notices.** Notices made under these Terms to Customer or Customer's account specifically will be provided to Customer via a notification message displayed on Customer's account page or sent to the email address provided in Customer's registration for the Services or to any updated email address Customer has provided to Avaya in accordance with Avaya's standard account information update procedures. Customer will be deemed to have received any email sent to any such email address the next business day upon Avaya's sending of the email, whether or not Customer actually received the email.

For notices made by Customer under these Terms and for questions regarding these Terms or the Hosted Services, Customer may contact Avaya as set out in Section 16 of the General Terms of the Agreement.

**16.2 High-Risk Activities.** The Service is not designed, manufactured, or intended for any use in any environment that requires fail-safe performance in which the failure of the Service could lead to death, personal injury, or significant property damage ("**High-Risk Activities**"). Customer assumes the risk for use of the Service in any High-Risk Activities.

**16.3 Miscellaneous.** Avaya or its representative may audit at Avaya's discretion, Customer's compliance with these Terms and Customer's use of the Service, and Customer shall reasonably cooperate with such audit.

DRAFT

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## Service Description

For

# Avaya Spaces™

A cloud-based Avaya meeting & collaboration offering.

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Release Version: 2.0  
Service Release: February 2020  
Last Update: May 15, 2020  
Author: Alex Misevski

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## TABLE OF CONTENTS

<b>1. INTRODUCTION.....</b>	<b>2</b>
1.1 GLOSSARY.....	2
<b>2. AVAYA SPACES™ SERVICE FEATURES.....</b>	<b>3</b>
2.1 WHAT IS AVAYA SPACES™ ANYWAY?.....	3
2.2 WHAT'S NEW IN THIS LATEST VERSION? .....	3
2.3 WHAT FEATURES ARE SUPPORTED BY LICENSE TYPE? .....	4
2.4 LOCAL DIAL-IN NUMBERS.....	5
2.5 PLATFORM SUPPORT .....	6
2.6 AVAYA SPACES™ ROOM APP FOR AVAYA CU360 DEVICES.....	7
<b>3. SERVICE TERMS.....</b>	<b>7</b>
3.1 AVAYA STOREFRONT.....	7
3.2 AVAYA AGREEMENT.....	7
3.3 INDIRECT SALES.....	8
3.4 FREE USAGE/TRIAL PERIOD.....	8
3.5 SUBSCRIPTION SERVICE .....	8
3.6 CHANGES OR DISCONTINUATIONS TO THE SERVICE BY AVAYA.....	8
3.7 SOFTWARE UPDATES.....	8
3.8 NOTICE OF ANY SECURITY BREACHES AND EMERGENCY SECURITY ISSUES.....	8
3.9 RESTRICTIONS .....	9
3.10 EMERGENCY SERVICE NOTICE AND DISCLAIMER .....	9
3.11 COMPLIANCE WITH APPLICABLE LAWS .....	9
3.12 REGULATORY RESPONSIBILITIES .....	10
<b>4. TERMINATION OF SERVICE.....</b>	<b>10</b>
4.1 TERMINATION FOR CAUSE.....	10
4.2 TERMINATION FOR CONVENIENCE.....	10
4.3 EFFECT OF TERMINATION OR EXPIRATION.....	10
<b>5. DATA RETENTION.....</b>	<b>10</b>
<b>6. SUPPORT.....</b>	<b>11</b>
6.1 REPORTING A PROBLEM.....	11

## 1. Introduction

Avaya Spaces™ is a cloud-based team collaboration and meeting app. It seamlessly integrates voice, video, tasks, sharing and more into one app You can access anywhere. Avaya Spaces™ helps working teams self-organize and get work done, even if they are widely distributed. This Service Description describes the specific terms of the Avaya Spaces™ Services made available by Avaya to our Customers (“You” and “Your”) and their authorized End Users.

The offer can be described as follows:

- A global offer available now for ordering in the following countries:
  - **North America:**
    - Canada, US
  - **Europe, Middle East and Africa (EMEA):**
    - Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lebanon, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom, Ukraine
  - **Latin America and the Caribbean (AI):**
    - Argentina, Aruba, Bahamas, Barbados, Bolivia, Brazil, British Virgin Islands, Bermuda, Cayman Islands, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Panama, Peru, Puerto Rico, St. Lucia, Suriname, Trinidad & Tobago, Uruguay, US Virgin Islands
  - **Asia Pacific (APAC):**
    - Australia, Bangladesh, Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand;
- The Service is being made available to Customers through Avaya Channel Partners, and in some cases through direct channels:
  - Direct-to-Customer on the Avaya e-Commerce storefront (“Avaya Storefront”) via Sales Agent model (in the U.S. only)
  - Sold by Partner via traditional Resell model in Avaya One Source (A1S)
  - Sold by Partner via traditional Resell model in the new Channel Store (“Avaya Channel Marketplace”) in US, Canada, and EU
  - Bundled via the IX Subscription offer
- The Service supports Windows, Mac, iOS, Android, Avaya IX™ Workplace, and the Avaya CU360 and Avaya XT devices.
- While reasonable efforts have been made to ensure that the information in this Service Description is complete and accurate, Avaya assumes no liability for any errors. Avaya reserves the right to make changes and corrections to the information in this Service Description. Further, roadmap information contained herein is provided for information purposes only and is not a commitment or an obligation to deliver any product, product feature or software functionality. Avaya reserves the right to make changes to the content and timing of any product, product feature, or software release presented herein.

### 1.1 Glossary

For this Service Description, the following terms will be used:

- **End User** – A verified user on Avaya Spaces™. An End User has access to the features and benefits of the Avaya Spaces™ offer.
- **Participant** – An End User or non-credentialed guest who uses the application.
- **Customer or end Customer** – A company buying the service for its End Users. It is possible that a Customer will buy a single Seat. In such a case, Customer and End User may mean the same.
- **Customer IT Domain Admin** – Customer admin allowed to take different service management actions for the benefit of the End Users within their domain.
- **Customer Data** – Electronic data, text, audio recordings, or other data that is transmitted stored, retrieved, or processed in, to, or through the Service.
- **Distributors** – Refers to an Avaya authorized distributor. Distributors can resell Services to Resellers.
- **Resellers** – Refers to resellers who are authorized by Avaya to purchase through Distributors (Tier 2) or to purchase directly from Avaya (Tier 1).
- **Partners** – Refers individually “Partner” and collectively “Partner” to Distributors or Resellers.
- **Service Term** – The length of the Avaya Spaces™ license(s).
- **Annual Pre-Paid** – A license that is paid in full at the beginning of a year.
- **Ticket** – Represents a service request made by a Customer or “Partner.”

## 2. Avaya Spaces™ Service Features

### 2.1 What is Avaya Spaces™ Anyway?

Avaya Spaces™ is a cloud-based team collaboration and meeting app. It seamlessly integrates voice, video, tasks, sharing and more into one app You can access anywhere. Use it on Your laptop at work, Your tablet at home, Your phone on-the-go, or even from your space computer in the dark depths of outer space (well, that last one could be an exaggeration). We designed Avaya Spaces™ for teams that need a simple and effective way to track communications and manage tasks — without being overwhelmed by clutter or chatter. It’s a step up from individual task lists, without the jump to large and expensive communication platforms.

### 2.2 What’s New in this Latest Version?

Refer to this section frequently, as new features are being added on a regular basis. Recently, the following features were added to Avaya Spaces™:

- Recording
  - Avaya Spaces™ users with “Power” licenses now have the option to record their meetings in 1080p (@30fps); recordings capture video/audio/screensharing and are posted in the same space where they were initiated.
- Avaya Spaces™ Room
  - Avaya Spaces™ Room is an Android-based application that enables users to join Avaya Spaces™ meetings from their Avaya CU360 camera devices.
- Avaya IX™ Room Systems XT Series Integration
  - Users of the XT Series devices can now join Avaya Spaces™ meetings via SIP or H.264 SVC standards.



- Password and “Private Space” support
  - Users are now able to add passwords (i.e. numeric PINs) to their spaces; correct password entry is required from meeting attendees to gain access to password-protected spaces.
  - Additionally, users may enable the “Private Space” feature to limit a space to authenticated Members and Admins only. This option excludes Guest and dial-in attendees (and currently, room system devices) from entering a given space.
- Smart-Mute:
  - After 15 participants have entered a meeting, new entrants are automatically muted, and entrance/exit tones are also suppressed.
- New Dial-in Numbers
  - New dial-in numbers have been added to Avaya Spaces™; please see section 2.4 for a complete list of supported countries.

### 2.3 What Features Are Supported by License Type?

Please refer to the official [Spaces User Manual](#) for more information on features and functionality.

Feature	ESSENTIAL (\$0 USD)	BUSINESS (\$6 USD)	POWER (\$18 USD)
Personal Meeting Room in the Cloud	Yes	Yes	Yes
Team space Creation and Management	Yes	Yes	Yes
Single Sign-On (O365, Google, Salesforce)	Yes	Yes	Yes
Technical Support with a purchase or deployed with Avaya Equinox and either Avaya Aura or Avaya IP Office support contract	Yes	Yes	Yes
Web Application Access Across Chrome, Edge (Chromium), and Firefox	Yes	Yes	Yes
Mobile Application Access Available for Android and Apple iOS mobile devices	Yes	Yes	Yes
Launch from Avaya IX Workplace (/Equinox) soft client	Yes	Yes	Yes
Team space Messaging	Yes	Yes	Yes
Direct Messaging (1:1)	Yes	Yes	Yes
File Sharing	Up to 1 GB	Unlimited	Unlimited
Online Voice Conference* Up to 50 simultaneous participants at Essential tier, 200 at Business, 500 at Power tiers.	Yes	Yes	Yes

Desktop Sharing	Yes	Yes	Yes
Direct Online Video Chat 1-on-1 video calling with other Avaya Spaces™ users.	Yes	Yes	Yes
Application Programming Interface	Yes	Yes	Yes
Application Integrations Agenda, Outlook Plug-in, Google Calendar extension, Slack, Microsoft Teams & more	Yes	Yes	Yes
Group Task Management	Yes	Yes	Yes
Online Video Conference*  Up to 200 simultaneous participants at Business and 500 at Power tier.  See up to 15 simultaneous participants at Business, 35 at Power.		Yes	Yes
Share File Previews		Yes	Yes
Recording (1080p @30fps)			Yes
API Support			Yes
Dial-in Local dial-in not available in every country.			Yes

\*Please note: Avaya Spaces™ does not support video/voice meetings in excess of 24 hours.

## 2.4 Local Dial-in Numbers

Local dial-in numbers will not be provided for every Country. Please see the list of countries where local dial-in numbers are offered today below.

COUNTRY	NUMBER(S)
US/CANADA (Toll-Free)	+1 855-378-8822
US	+1 513-912-0606
CANADA	+1 647-799-6626
ARGENTINA	+54 221 513-8029
ARGENTINA (Buenos Aires)	+54 11 2040-0104
AUSTRALIA (Albury)	+61 2 6064 2002
AUSTRALIA (Sydney)	+61 2 7201 8692
BELGIUM	+32 58 68 01 64
BRAZIL	+55 51 3500-0709
CHILE	+56 6 5256 2543
COLOMBIA (Bogota)	+57 15085230

CYPRUS	+357 26030231
CZECH REPUBLIC	+420 558 080 005
DENMARK	+45 89886929
DOMINICAN REPUBLIC	+1 829-954-7994
FRANCE (Boulogne-Billancourt)	+33 176432026
GERMANY	+49 89 21094 347
GREECE	+30 2811180087
HONG KONG	+852 5808 0551
HUNGARY (Budapest)	+36 17016031
INDIA (Toll-free)	000 800 919 0642
IRELAND	+353 49 389 3007
ISRAEL	+972 4-374-1359
ITALY	+39 06 94803208
JAPAN	+81 476-66-2279
LUXEMBOURG	+352 27862226
MALAYSIA	+60 3-9212 6821
MEXICO	+52 81 5030 7403
NETHERLANDS	+31 318 728 477
NEW ZEALAND	+64 68887001
NORWAY	+47 23967372
PANAMA	+507 838-7620
PERU (Lima)	+51 17007916
POLAND	+48 82 888 10 71
PORTUGAL	+351 308808263
ROMANIA	+40 339630000
SINGAPORE	+65 31581236
SLOVAKIA (Martin)	+421 433211267
SLOVENIA (Ljubljana)	+386 18889020
SPAIN (Soria)	+34 975887001
SWEDEN	+46 570 48 09 09
SWITZERLAND	+41 22 518 77 02
TURKEY	+90 850 3902831
UK	+44 20 3514 6828 +44 800 088 5585

## 2.5 Platform Support

- **Browser:** Requires Google Chrome OR Mozilla Firefox OR Microsoft Edge (with support for HTML5/Web RTC).
- **Mobile:** Android (5+) and iOS (9.2+) apps are available.

- Operating System: Windows and Mac OS X.

## 2.6 Avaya Spaces™ Room App for Avaya CU360 Devices

Avaya Spaces™ Room is an Android-based application that enables users to join Avaya Spaces™ meetings from their Avaya CU360 camera devices; this application is pre-installed on Avaya CU360 devices on version 10.2.0.26 or later.

In order to join Avaya Spaces™ meetings using the Avaya Spaces™ Room application:

- The Avaya Spaces™ Mobile app can be used on a mobile phone or tablet to instruct the CU360 to join a specific space using a QR code scanner.
- A laptop can also be used to instruct the CU360 to join a specific space by entering a verification code.

The Avaya CU360 physical remote control can be used to mute, block video and end the call. It will also enable control of the Avaya CU360 camera for pan/tilt and zoom actions.

You can learn more about this application by viewing the quick setup guide found here: <https://downloads.avaya.com/css/P8/documents/101065159>.

**It is important to note that the Avaya Spaces™ Room application is currently free to use (at 720p resolution); an announcement about pricing and additional licensing will come later. A prospective user must connect to a space established by a “Business” or “Power” licensee in order to utilize the application.**

## 3. Service Terms

### 3.1 Avaya Storefront.

If You purchased Avaya Spaces™ through the Avaya Storefront, Your access and/or use of Avaya Spaces™ constitutes Your agreement to: (i) the Avaya OneCloud Terms of Service and Avaya’s Acceptable Use Policy set forth at <https://www.avaya.com/en/termsofservice/> or a successor site designated by Avaya (“Terms of Service”) and (ii) the terms set forth in this Service Description. If You do not agree to the terms and conditions set forth in the Terms of Service and this Service Description, do not use or access Avaya Spaces™. Your right to use Avaya Spaces™ will at all times be conditioned on Your compliance with payment obligations and the then-current Terms of Service and Service Description. Unless this Service Description expressly states otherwise, if there is an express conflict between the terms of this Service Description and the Terms of Service, the Terms of Service will govern.

### 3.2 Avaya Agreement.

If You purchased Avaya Spaces™ pursuant to a written agreement between You and Avaya (“Avaya Agreement”), then Your access and use of Avaya Spaces™ is governed by this Service Description and the Avaya Agreement. Unless this Service Description expressly states otherwise, if there is an express conflict between this Service Description and the Avaya Agreement, the Avaya Agreement will govern Your access and use of Avaya Spaces™.

### 3.3 Indirect Sales.

If You purchased Avaya Spaces™ from a Partner, then Your access and use of Avaya Spaces™ is governed by (i) the Avaya Terms of Use for Hosted Service and Avaya's Acceptable Use Policy set forth at <http://support.avaya.com/Licenseinfo> or a successor site designated by Avaya ("Terms of Use"); and (ii) the terms set forth in this Service Description. If You do not agree to the terms and conditions set forth in the Terms of Use and this Service Description, do not use or access Avaya Spaces™. Your right to use Avaya Spaces™ will at all times be conditioned on Your compliance with payment obligations and the then-current Terms of Use and Service Description. Unless this Service Description expressly states otherwise, if there is an express conflict between the terms of this Service Description and the Terms of Use, the Terms of Use will govern.

### 3.4 Free Usage/Trial Period

Anyone with a valid email address can sign up for Avaya Spaces™, subject to legal, regulatory, and security requirements. An End User may opt to use the "Essential" license for no cost; upon signing up for this license, an End User automatically receives a 90-day trial of the "Business" license, which includes enhanced functionality.

### 3.5 Subscription Service

The Service is offered on a subscription basis and billing for the Service is either annual pre-paid or monthly, subject to applicable laws. Contact your Partner or Avaya support for further details around ordering, billing, payment terms, invoicing terms, Service activation, order terms, and any renewals.

### 3.6 Changes or Discontinuations to the Service by Avaya

Avaya may at its sole discretion modify the aspects, features, or functionality of the Service without prior notice. Notwithstanding the foregoing, Avaya will endeavor to provide Customer with fifteen (15) days prior notice for any material changes. In addition, Avaya may, at its discretion and without liability, discontinue its Service offering in the market and terminate the Service. Avaya will endeavor to provide sixty (60) days prior written or electronic notice to the Partner, but the timing may be greater or less at Avaya's discretion.

### 3.7 Software Updates

Avaya Spaces™ will require updates from time to time. Updates may take the form of bug fixes, new or enhanced functionality, and updated or new versions of the software, and are intended to improve or enhance the Service. Customer agrees to receive such updates as part of its subscription to the Service; as a Cloud-based service, these updates are automatically applied to an End User's Avaya Spaces™ account.

### 3.8 Notice of Any Security Breaches and Emergency Security Issues

Avaya retains the right to provide notice of security breaches as they relate to the Service as necessary to comply with applicable laws and regulations. In the event Avaya determines Avaya must provide such notification, Customer and Partner will cooperate and coordinate fully with Avaya with respect to the timing and content of any such notice. To the extent permitted by applicable law,

Partner and/or Customer is fully responsible for all costs and expenses of notifying the Customer's employees, and if applicable, any End Users of such a security breach and Avaya shall have no such obligations or liability. If there is an emergency security issue, the end Customer's account may be suspended automatically. If there is a suspension, Avaya will endeavor to ensure that suspension would be to the minimum extent required and of the minimum duration to prevent or terminate the issue. If an end Customer's account is suspended without prior notice, Avaya will provide the reason for the suspension as soon as is reasonably possible

### 3.9 Restrictions

This Service may not be used for **High-Risk Activities** and may not be sold to an end Customer using the Service for any High-Risk Activities. "**High-Risk Activities**" means activities where the use or failure of the Service could lead to death, personal injury, or environmental damage, such as the operation of nuclear facilities, air traffic control, or life support systems. This Service may also not be used for the transmission of personal health information.

THE SERVICE IS NOT CURRENTLY DESIGNED TO COMPLY WITH THE REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") AND MAY NOT BE USED TO CREATE, RECEIVE, TRANSMIT, MAINTAIN, USE, OR DISCLOSE PROTECTED HEALTH INFORMATION AS DEFINED UNDER HIPAA

### 3.10 Emergency Service Notice and Disclaimer

THE CUSTOMER AND THE PARTNER UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICE, AS PROVIDED BY AVAYA, IS NOT CONFIGURED TO SUPPORT OR PROVIDE EMERGENCY CALLS OR COMMUNICATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO 911 AND E911 SERVICE. IT IS RECOMMENDED THAT ANY USER OF THE SERVICE HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES. PARTNER OR CUSTOMER MAY HAVE AN OBLIGATION TO PROVIDE EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO 911/E911 SERVICE. IN ORDER TO PROVIDE EMERGENCY SERVICES TO USERS, AN APPROPRIATE EMERGENCY SERVICE SOLUTION THROUGH A THIRD-PARTY AND PROPERLY CONFIGURE THE SERVICE TO ROUTE EMERGENCY CALLS.

PARTNER OR CUSTOMER ARE SOLELY RESPONSIBLE FOR CONFIGURING AND TESTING ANY EMERGENCY SERVICE SOLUTION, INCLUDING CONFIGURATION OF THE SERVICE. AVAYA (INCLUDING ITS AFFILIATES) SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY KIND RESULTING FROM ANY ACTS OR OMISSIONS RELATED TO CONFIGURATION OR PROVISION OF THE SERVICE FOR EMERGENCY SERVICE.

### 3.11 Compliance with Applicable Laws

CUSTOMER ACCEPTS THE RESPONSIBILITY OF IT AND ITS END USERS USING THE SERVICE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING LAWS.

### **3.12 Regulatory Responsibilities**

You acknowledge and agree that You are responsible for determining whether the Services are specifically appropriate for applicable law, rules and regulations in light Your business, and for use of the Services in a manner consistent with such laws, rules and regulations. You acknowledge and agree that use of the Services and each party's compliance with its respective obligations are not intended for, and do not constitute, Your compliance with any local, state, national or internal law, treaty or regulation.

## **4. Termination of Service**

### **4.1 Termination for Cause**

Notwithstanding anything to the contrary, Customer or Avaya may terminate the Service upon notice to the other if the other party fails to cure any material breach of the Terms of Use within a fifteen (15) days period after having received a written notice from the non-breaching party detailing the breach and requesting the breach is cured. If Customer terminates due to an uncured, material breach hereunder by Avaya, Customer will be required to pay in full for all fees owing up until the month of termination. If Avaya terminates for cause, Customer will be responsible for all fees owing up until the month of termination or in the case of Annual Pre-Paid, forfeit the remainder of the Service Term. Avaya is also entitled to any other rights and remedies available to it as a matter of contract, law, and equity or otherwise.

### **4.2 Termination for Convenience**

Either party may terminate the Service for convenience upon fifteen (15) days prior notice to the other. In the event of Customer's termination for convenience, Customer will be required to pay in-full all contract obligations for the remainder of the Service Term. By way of example, if Customer terminates a Service order which is billed monthly in arrears for convenience effective any time during the Service Term, Customer shall pay the subscription fees for that month. On an Annual Pre-Paid contract, any cancellations that occur before the Service Term ends will not be entitled to a refund.

### **4.3 Effect of Termination or Expiration**

In the event of termination or expiration of the Service for any reasons, Customer shall immediately cease use of the Service and permanently destroy all documentation, training materials and confidential information associated with the Service within Customer's possession or control. All access to the Service shall cease immediately upon the termination or expiration of the Service.

## **5. Data Retention**

Notwithstanding anything to the contrary, Customer Data (including any copy of it) shall not be kept longer than is required for the data processing purposes, unless (a) a longer retention period is required by applicable law or (b) Customer instructs Avaya in writing to (i) keep certain Customer Data longer and Avaya agrees to follow such instruction or (ii) return or delete certain Personal Data earlier. Avaya will not provide storage for Customer Data after termination or

expiration of the Service or Service Term for that Customer, unless a longer retention period is required by applicable law or for billing or dispute resolution purposes. Avaya has no responsibility or liability for the loss or deletion of any Customer Data or failure to store the Customer Data.

Subject to compliance with applicable data protection and privacy laws, You acknowledge and agree that Data pertaining to Your use of the Services will only be collected and used by Avaya for the purposes of: (i) securing and improving respective services or offerings; (ii) providing our customers with analytics and benchmarking information once such data has been aggregated; and (iii) to provide You with support services (directly or through a subcontractor).

## 6. Support

### 6.1 Reporting a Problem

Avaya Spaces™ technical support can be sought by the Customer or Partner by visiting [support.avaya.com](https://support.avaya.com). In order to open a Ticket, the party seeking support must provide their site ID, which is assigned during the initial purchase.

For this method, our support process is summarized as follows:

- Customers or Partners should contact Avaya for technical support as required via [support.avaya.com](https://support.avaya.com);
- Through this process a Customer or Partner is assigned a Ticket and a member of the Avaya support team will reach out to the Ticket opener via email and/or phone;
- Avaya will provide these support services 24/7 (including beyond normal business hours and on holidays);
- Customers who purchase Avaya Spaces™, are not required to purchase additional support, as support and software assurance are already included in this solution.

Additionally, we offer an online portal where Customers can directly obtain support without having to provide a site ID; this link can be found here: [onecare.avaya.com/spaces](https://onecare.avaya.com/spaces).





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**AUTHORIZED FEDERAL SUPPLY SERVICE  
MULTIPLE AWARD SCHEDULE PRICE LIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICE**

**SUBCATEGORY F01 ELECTRONIC COMMERCE**

**SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

**54151ECOM** Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** D304

**SUBCATEGORY F02 IT HARDWARE**

**SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT**

**33411** Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** 7010

**SIN 811212 COMPUTER AND OFFICE MACHINE MAINTENANCE AND REPAIR**

**811212** Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** J070



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## **SUBCATEGORY F03 IT SERVICES**

### **SIN 54151S INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

**54151S** IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** D399

## **SUBCATEGORY F04 IT SOFTWARE**

### **SIN 511210 SOFTWARE LICENSES**

**511210** Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message-based applications, Internet software, database management applications, and other software.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** 7030

### **SIN 54151 SOFTWARE MAINTENANCE SERVICES**

**54151** Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** J070

## **SUBCATEGORY F05 IT SOLUTIONS**

### **SIN 561422 Automated Contact Center Solutions (ACCS)**

**561422** ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** D399



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**SUBCATEGORY F06 IT TRAINING**

**SIN 611420 INFORMATION TECHNOLOGY TRAINING**

**611420** Includes training on hardware, software, cloud, and other applicable systems.

**Cooperative Purchasing:** Yes

**FSC/PSC Code:** U012

**ORDER-LEVEL MATERIALS**

**SIN OLM ORDER-LEVEL MATERIALS (OLMs)**

Ordering activities may go to [www.gsa.gov/olm](http://www.gsa.gov/olm) for more information on OLMs established and priced at the order level.

For more information on ordering from Federal Supply Schedules click on the following web link:  
<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules>

**Avaya Federal Solutions, Inc.  
12730 Fair Lakes Circle  
Fairfax, VA 22033-4901  
1-800-492-6769**

Contract Number: GS-35F-0156V

Period Covered by Contract: January 8, 2019 through January 7, 2024

Price list current through Modification # 153 dated December 22, 2020

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The Internet address for GSA Advantage!® is: <https://www.gsa.gov/tools-overview/buying-and-selling-tools/gsa-advantage>.*



## TABLE OF CONTENTS

<b>Information for Ordering Activities.....</b>	<b>1</b>
1. Geographic Coverage.....	1
2. Ordering/Contact Information.....	1
3. Liability for Injury or Damage.....	3
4. Statistical Data for Government Ordering Office Completion of Standard Form 279.....	4
5. F.O.B. Destination.....	4
6. Delivery Schedule.....	4
7. Discounts.....	4
8. Trade Agreements.....	5
9. Export Packing.....	5
10. Maximum Order.....	5
11. Minimum Order.....	5
12. Ordering Procedures for Federal Supply Schedule Contracts.....	5
13. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2003).....	6
14. Contract Administration for Ordering Offices.....	7
15. GSA Advantage!.....	7
16. Purchase of Open Market Items.....	7
17. Contractor Commitments, Warranties, and Representations.....	7
18. Overseas Activities.....	8
19. Blanket Purchase Agreements (BPAs).....	8
20. Contractor Team Arrangements.....	8
21. Installation, De-installation, Reinstallation.....	8
22. Section 508 Compliance.....	8
23. Insurance – Work on a Government Installation (Jan 1997)(FAR 52.228-5).....	9
24. Advance Payments.....	9
<b>Terms and Conditions Applicable to Electronic Commerce and Subscription Services (Special Item Number 54151ECOM).....</b>	<b>10</b>
1. Scope.....	10
2. Electronic Commerce Capacity and Coverage.....	10
3. Information Assurance.....	10
4. Delivery Schedule.....	10
5. Interoperability.....	10
6. Order.....	11
7. Performance of Electronic Services.....	11
8. Responsibilities.....	11
9. Rights In Data.....	12
10. Acceptance Testing.....	12
11. Warranty.....	12
12. Management and Operations Pricing.....	13
13. Training.....	13
14. Monthly Reports.....	13
15. Services Available in the Subscription.....	13
<b>Terms and Conditions Applicable to Purchasing of New Electronic Equipment (Special Item Number 33411).....</b>	<b>22</b>
1. Material and Workmanship.....	22
2. Order.....	22
3. Transportation of Equipment.....	22
4. Installation and Technical Services.....	22



---

5.	Inspection/Acceptance .....	23
6.	Title and Risk of Loss .....	23
7.	Warranty .....	23
8.	Warranty Exclusions .....	24
9.	Purchase Price for Ordered Equipment .....	25
10.	Trade-In of Information Technology Equipment .....	25
11.	Change Control Date .....	25
12.	Limitations of Liability .....	26
13.	New Material .....	26
14.	Responsibilities of the Contractor .....	26
<b>Terms and Conditions Applicable to Office Computer and Machine Repair and Maintenance (After expiration of Warranty provisions and/or when required service is not covered by Warranty provisions) (Special Item Number 811212).....</b>		<b>27</b>
1.	Service Areas .....	27
2.	Maintenance Order .....	27
3.	Repair Service and Repair Parts Orders .....	28
4.	Loss or Damage .....	28
5.	Scope .....	28
6.	Responsibilities of the Ordering Activity .....	29
7.	Responsibilities of the Contractor .....	29
8.	Liability for Injury or Damage .....	29
9.	Types of Coverage .....	30
10.	Other Service Offerings.....	32
11.	Work Not Covered.....	33
12.	Rate Provisions .....	34
13.	Support Advantage (Hardware and Software Coverage) .....	35
14.	Avaya Packaged Services General Assumptions.....	52
15.	Invoices and Payment.....	54
<b>Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 54151S) .....</b>		<b>55</b>
1.	Scope .....	55
2.	Performance Incentives .....	55
3.	Order .....	55
4.	Performance of Services.....	55
5.	Stop-Work Order (FAR 52.242-15) (AUG 1989).....	56
6.	Inspection of Services .....	56
7.	Responsibilities of the Contractor .....	56
8.	Responsibilities of the Ordering Activity.....	56
9.	Independent Contractor .....	57
10.	Organizational Conflicts of Interest .....	57
11.	Invoices .....	57
12.	Payments .....	57
13.	Resumes .....	57
14.	Incidental Support Charges .....	57
15.	Approval of Subcontracts .....	58
16.	Description of IT Services and Pricing .....	58
<b>Terms and Conditions Applicable to Software Licenses (Special Item Number 511210) and Software Maintenance Services (Special Item Number 54151).....</b>		<b>63</b>
1.	License Terms and Restrictions.....	63



2.	Limited Software Warranty.....	63
3.	Warranty Exclusions and Disclaimers.....	64
4.	Commercial Computer Software – Restricted Rights .....	65
5.	Acceptance .....	65
6.	License Types .....	65
7.	Change Control Date .....	66
8.	Technical Services .....	66
9.	Software Services .....	67
10.	Term/Subscription Licenses (SIN 511210) and Software Maintenance Services (SIN 54151).....	68
11.	Added Products.....	69
12.	Description and Equipment Compatibility .....	69
13.	Right-to-Copy Pricing .....	69
14.	Invoices and Payment.....	69
15.	License Price for Ordered Software .....	69
16.	Conversion from Term/Subscription License to Perpetual License .....	70
17.	Conversion from Perpetual License to Term/Subscription License .....	70
18.	License Cessation.....	70
19.	Responsibilities of the Ordering Activity.....	70
20.	Utilization Limitations (SIN 511210 and SIN 54151).....	71
21.	Software Conversions (SIN 511210) .....	72
22.	Software Patches, Updates, Upgrades.....	72
23.	Rate Provisions .....	72
24.	Avaya IX Subscription Licensing Offer.....	72

**Terms and Conditions Applicable To Automated Contact Center Solutions (ACCS) (Special Item Number 561422).....76**

1.	Scope .....	76
2.	Order .....	76
3.	Performance of Services.....	77
4.	Inspection of Services .....	77
5.	Responsibilities of the Contractor .....	77
6.	Responsibilities of the Ordering Activity.....	77
7.	Independent Contractor .....	77
9.	Invoices .....	78
10.	Resumes .....	78
11.	Approval of Subcontracts.....	78
12.	Commercial Supplier Agreements .....	78
13.	Transition of Contact Center Services .....	78
14.	Pricing for Automated Contact Center Solutions (ACCS).....	79

**Terms and Conditions Applicable to Purchase Information Technology Training (Special Item Number 611420).....84**

1.	Scope .....	84
2.	Order .....	84
3.	Time of Delivery .....	84
4.	Cancellation and Rescheduling .....	84
5.	Follow-Up Support .....	84
6.	Purchase Price for Training .....	85
7.	Invoices and Payment.....	85
8.	Format and Content of Training .....	85
9.	“No Charge” Training .....	85
10.	Liability for Injury or Damage .....	85



**Information for Ordering Activities**

## Information for Ordering Activities

### 1. Geographic Coverage

The geographic scope of this contract is domestic delivery in the 48 contiguous states and the District of Columbia. Delivery to Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations are for selected products only.

### 2. Ordering/Contact Information

a. Ordering Address

**Ordering, Order Status, Invoice/Payment Information and Technical Assistance:**

Avaya Federal Solutions, Inc.  
Federal Customer Care Center  
14400 Hertz Quail Springs Parkway  
Oklahoma City, OK 73134  
Telephone: 1-800-492-6769  
Facsimile: 1-800-882-1618

**Maintenance/Support**

Telephone: 1-800-242-2121

**Training**

Telephone: 1-800-288-5327

**GSA Authorized Dealers**

See list below or <http://www.avaya.com/avayagov/contracts/gsa-schedule/gsa-it-schedule> for GSA Authorized Dealers' contact information.

Orders placed under Avaya's GSA Schedule to Authorized Dealers shall be issued to Avaya Federal Solutions, Inc. c/o <Dealer> and shall reference the Dealer's CAGE Code and/or DUNS Number. Dealer will invoice the ordering activity and accept payment in Avaya Federal Solutions' name, c/o < Dealer>.

Dealer	Contact	Address/Phone	eMail Address	Territory	CAGE Code	DUNS Number	Socio-Economic Status
Advanced Communication Systems, LLC	Jay Faulconer	1200 Sunset Lane, #2111 Culpeper, VA 22701 703-362-9205	<a href="mailto:jay@advcomsol.com">jay@advcomsol.com</a>	Federal - Nationwide State/Local - VA	7FYY3	07-969-7410	Small Business
Alliance Technology Group, LLC	Bob King	7010 Hi Tech Drive Hanover, MD 21076 443-561-0260	<a href="mailto:bking@alliance-it.com">bking@alliance-it.com</a>	Federal - Nationwide State/Local - No	1YBR8	96-927-6252	SDB / Woman Owned / 8(a) Certified
Altura Communications Solutions	Vic Williams	4433 Brookfield Corporate Drive, Suite B Chantilly, VA 20151 571-521-8878	<a href="mailto:vwilliams@alturacs.com">vwilliams@alturacs.com</a>	Federal & State/Local - Nationwide	44743	10-362-1814	Small Business
Beacon Telecom, Inc.	Jay D'Antona	80 Cedar Street Canton, MA 02021 800-800-7004	<a href="mailto:jdantona@beacontelecom.com">jdantona@beacontelecom.com</a>	Federal & State/Local - Nationwide	1ZLH5	87-310-7627	Large Business /Small Business (517110)



**Information for Ordering Activities**

Dealer	Contact	Address/Phone	eMail Address	Territory	CAGE Code	DUNS Number	Socio-Economic Status
Blue Tech Inc.	Dylan Slay	4025 Hancock St, Suite 100 San Diego, CA 92110 619-497-6060	<a href="mailto:dslay@bluetech.com">dslay@bluetech.com</a>	Federal - Nationwide State/Local - No	0CL10	12-170-1957	SDB / Woman-owned / HubZone / 8(a)
Capstone Intelligent Solutions US Inc.	David Collins	15133 Mille Fiore Blvd Port Charlotte, FL 33953 571-228-3121	<a href="mailto:david.collins@capstoneconnects.com">david.collins@capstoneconnects.com</a>	Federal & State/Local - Nationwide	8CS23	08-023-2293	Small Business
Carousel Industries of North America, Inc.	Lauren Testa / Allie Michelle Conti	659 South County Trail Exeter, RI 02822 401-583-4465 or 401-583-4370	<a href="mailto:LTesta@carouselindustries.com">LTesta@carouselindustries.com</a> <a href="mailto:AConti@carouselindustries.com">AConti@carouselindustries.com</a>	Federal & State/Local - Nationwide	1TBN6	92-745-0510	Small Business
Cerium Networks, LLC	Roger Junkermier	1636 West 1 <sup>st</sup> Avenue Spokane, WA 99201 509-536-8656	<a href="mailto:rjunkermier@ceriumnetworks.com">rjunkermier@ceriumnetworks.com</a>	Federal - Nationwide State/Local - AK, ID, MT, OR, WA, WY	3Q5X8	91-205-9896	Small Business
Comstar Technologies, LLC	Tim Fukui	1155 Phoenixville Pike, Suite 114-115 West Chester, PA 19382 610-840-1307	<a href="mailto:tfukui@comstar-usa.com">tfukui@comstar-usa.com</a>	Federal - Nationwide State/Local - No	810D1	79-491-6411	Small Business
ConvergeOne Government Solutions, LLC	Jason Friend	350 Clark Drive, Suite 120 Mount Olive, NJ 07828 202-788-6079	<a href="mailto:JFriend@convergeone.com">JFriend@convergeone.com</a>	Federal - Nationwide State/Local - No	3EDE6	82-521-1501	Large Business
ConvergeOne, Inc.	Jenn Hilgreen	10900 Nesbitt Ave South Bloomington, MN 55437 212-613-1055	<a href="mailto:JHilgreen@convergeone.com">JHilgreen@convergeone.com</a>	Federal - No State/Local - Nationwide	01KM6	82-541-0319	Large Business
Harmonix Technologies	Brianne Hutson	4915 Paseo Del Norte NE, Suite A Albuquerque, NM 87124 505-205-1585 Ext 112	<a href="mailto:brianne@harmonixtechnologies.com">brianne@harmonixtechnologies.com</a>	Federal - Nationwide State/Local - AZ, CO, NM	4QJ41	60-683-5663	Small Business Veteran Owned Service Disabled
Hayes e-Government Resources, Inc.	Melanie Vialpando	2551 Walunee Blvd Tallahassee, FL 32308 850-553-3963	<a href="mailto:mviafpando@hcs.net">mviafpando@hcs.net</a>	Federal - No State/Local - FL	60U26	11-074-8543	Small Business Woman Owned
Hi Country Wire and Telephone	Bob Whitfield Jr.	11645 West 62nd Place Arvada, CO 80004 303-467-5500	<a href="mailto:Bobjr@hcwt.com">Bobjr@hcwt.com</a>	Federal - Nationwide State/Local - AZ, CO, NM,WY	1Y9T4	12-279-7673	Small Business Veteran Owned
Integration Partners Corporation	Andy Branchaud	12 Hartwell Avenue Lexington, MA 02421 317-813-5185	<a href="mailto:abrancaud@interationpartners.com">abrancaud@interationpartners.com</a>	Federal – No State/Local - AZ,CA,CT,DE,FL, GA,IL,IN,IA,KS, KY,LA,ME,MA, MI,MN,MO,NE, NV,NH,NJ,NY, NC,OH,OK,PA, RI,SC,TN,TX,VA, VT,WI	3EMA5	09-795-7463	Large Business
Meridian IT Inc.	Brandon Smith	509 Erie Blvd West Syracuse, NY 13204 315-362-9252	<a href="mailto:brandon.smith@meridianitinc.com">brandon.smith@meridianitinc.com</a>	Federal - Nationwide State/Local - CT, GA, IL, KY, MA, MO, NC, NY, OH, SC, TN, VT	5L8M8	03-696-8949	Large Business





**Information for Ordering Activities**

Dealer	Contact	Address/Phone	eMail Address	Territory	CAGE Code	DUNS Number	Socio-Economic Status
Mid Atlantic Business Communications	John Zadrazil	701 Portcentre Parkway Portsmouth, VA 23704 757-673-2264	<a href="mailto:jjadrazil@mabc.com">jjadrazil@mabc.com</a>	Federal - Nationwide State/Local - No	0ZJH9	78-606-7660	Small Business Veteran Owned Service Disabled
Mission Critical Solutions - MCS of Tampa	Chris Collins	8510 Sunstate Street Tampa, FL 33634 770-815-3632	<a href="mailto:ccollins@mcsoftampa.com">ccollins@mcsoftampa.com</a>	Federal - Nationwide State/Local - No	1GBS1	80-020-3580	Small Business / 8(a)
Networked Educational Technologies LTD dba CSDNET	Robert Mealey	874 Montauk Hwy Bayport, NY 11705 631-924-7474	<a href="mailto:Robert.mealey@csdnet.net">Robert.mealey@csdnet.net</a>	Federal - No State/Local – New York	6P9L4	05-730-4052	Small Business
Optivor Technologies, LLC	Stuart Chandler	10820 Guilford Road Suite 208 Annapolis Junction, MD 20701 240-646-3955	<a href="mailto:orders@optivor.com">orders@optivor.com</a>	Federal - Nationwide State/Local - MD	1Y5H0	11-286-5048	Small Business Woman Owned
Progressive Communications	Ky Nakaoka	500 Ala Moana Blvd Suite 2-230 Honolulu, HI 96813 808-845-0000	<a href="mailto:knakaoka@progressive-hi.com">knakaoka@progressive-hi.com</a>	Federal & State/Local - CA, HI, NV	0ZV00	11-323-1062	Small Business
Team Ronco Incorporated	Jason Grieco	595 Sheridan Drive Tonawanda, NY 14150 919-379-5837 (O) / 919-961-8060 (M)	<a href="mailto:jgrieco@ronco.net">jgrieco@ronco.net</a>	Federal – Nationwide State/Local- CT, DC,FL,MA,MD, ME,NC,NH,NJ, NY,OH,PA,RI, SC,VA,VT,WV	1AL46	01-279-4236	Small Business

b. Consolidated Invoicing

Unless otherwise requested by the ordering activity, this contract allows for consolidated billing of multiple items on an invoice for administrative ease. If the ordering activity requires detailed billing information for installation or maintenance coverage, Avaya will provide upon request. Contact Avaya's Customer Care Center at 800-492-6769.

c. Payment Address

As shown on invoice.

d. Government Purchase Cards

i. Government Purchase Cards are accepted for payments for oral or written delivery orders. Avaya will, upon request, provide the ordering activity with the bank account information for wire transfer payments.

ii. Government Purchase Cards are accepted at, above and below the micro-purchase threshold.

**3. Liability for Injury or Damage**

Avaya Federal Solutions (hereinafter "Avaya") shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Avaya, unless such injury or damage is due to the fault or negligence of Avaya.



**Information for Ordering Activities**

**4. Statistical Data for Government Ordering Office Completion of Standard Form 279**

Block 9	<b>G</b> Order/Modification Under Federal Schedule
Block 16	Data Universal Numbering System (DUNS): 79-047-2240
Block 30	Type of Contractor: <b>C</b> . Large Business
Block 31	Woman-Owned Business: No
Block 37	Avaya Federal Solutions, Inc.'s Tax Identification Code: 20-8174392

a. Cage Code

4NGZ0	12730 Fair Lakes Circle Fairfax, VA 22033-4901
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b. Avaya Federal Solutions, Inc. has registered with the System for Award Management (SAM).

c. Statistical data including TIN, DUNS and CAGE for GSA Authorized Dealers can be found under the Dealer's SAM registration.

**5. F.O.B. Destination**

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, U.S. Territories and overseas U.S. Government Installations would be to point of embarkation.

**6. Delivery Schedule**

a. Time of Delivery

Time of delivery is based on mutual agreement between the ordering activity and Avaya. Contact the Avaya Sales Office to obtain current delivery intervals. Expedited delivery and/or overnight and 2-day delivery is available for selected products at an additional charge. Ordering activities can contact the respective Avaya representative for information.

b. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact Avaya for the purpose of obtaining accelerated delivery. Avaya shall reply to the inquiry within 3 workdays after receipt of request. If Avaya offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. Discounts**

a. All prices are net after all discounts have been deducted. The prices stated apply to all ordering activities.



## **Information for Ordering Activities**

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- b. Quantity Discounts: None
- c. Prompt Payment: 0% - NET 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

### **8. Trade Agreements**

All items are U.S.-made end products or designated country end products, as defined in the Trade Agreements clause (FAR 52.225-5 (AUG 2018)).

### **9. Export Packing**

Export packing, if requested, is available outside the scope of this contract. Charges shall be provided upon request.

### **10. Maximum Order**

(All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$100,000.00  
SIN OLM                      Order-Level Materials
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$250,000.00  
SIN 611420                  Information Technology Training
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.00  
SIN 33411                    Purchasing of New Electronic Equipment  
SIN 511210                  Software Licenses  
SIN 54151                    Software Maintenance Services  
SIN 54151ECOM            Electronic Commerce and Subscription Services  
SIN 54151S                  Information Technology Professional Services  
SIN 561422                  Automated Contact Center Solutions (ACCS)  
SIN 811212                  Computer and Office Machine Repair and Maintenance

### **11. Minimum Order**

There is a \$250.00 minimum value on orders to be issued under this contract.

### **12. Ordering Procedures for Federal Supply Schedule Contracts**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all Schedules.

- a. FAR 8.405-1 Ordering Procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering Procedures for services requiring a statement of work.



**Information for Ordering Activities**

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**13. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2003)**

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances are factored into the price offered under the Multiple Award Schedule.
- b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.  
  
Note: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations are factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance are factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).



## **Information for Ordering Activities**

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### **14. Contract Administration for Ordering Offices**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.I.)

### **15. GSA Advantage!**

The GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule price lists with ordering information. The GSA Advantage! will allow the user to:

Perform various searches across all contracts including, but not limited to:

- a. Manufacturer
- b. Manufacturer's Part Number; and
- c. Product categories.

Ordering activities can browse GSA Advantage! by accessing the Internet address:

<https://www.gsa.gov/tools-overview/buying-and-selling-tools/gsa-advantage>

### **16. Purchase of Open Market Items**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For Administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order, **only if –**

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19);
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

### **17. Contractor Commitments, Warranties, and Representations**

- a. For purposes of this contract, the commitments, warranties, and representation include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.



### **Information for Ordering Activities**

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- (3) Any representations and/or warranties made concerning the products made in any literature, description, drawings, and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract

### **18. Overseas Activities**

Avaya does not offer overseas installation, maintenance and other services within the scope of the contract.

### **19. Blanket Purchase Agreements (BPAs)**

The use of BPAs under any Schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more Schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

### **20. Contractor Team Arrangements**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

### **21. Installation, De-installation, Reinstallation**

The Davis-Bacon Act (40 U.S.C. 276a-7) provides that contracts in excess of \$2000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simply installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

If prevailing wages should apply, the labor rates may be increased accordingly.

### **22. Section 508 Compliance**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) by following the "Section 508 Accessibility" link at <https://www.avaya.com/us-government-solutions/capabilities/accessibility/>.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).



**Information for Ordering Activities**

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**23. Insurance – Work on a Government Installation (Jan 1997)(FAR 52.228-5)**

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**24. Advance Payments**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under the contract. (31 U.S.C. 3324), except as noted in SIN 511210/54151.





## **Terms and Conditions Applicable to Electronic Commerce and Subscription Services (Special Item Number 54151ECOM)**

### **1. Scope**

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Multiple Award Schedule. Avaya offers Secure Delivery Hosted Service (hereafter known as the Service) in the form of a subscription-based service.

### **2. Electronic Commerce Capacity and Coverage**

The Ordering Activity shall specify the number of Provisioned End Users, Feature Bundles required, and contract term as part of the initial requirement. Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term. At the end of the term the contract will be re-cast at the then-current offer price and terms.

Early Termination fees will be required if the contract is terminated prior to the committed contract term.

### **3. Information Assurance**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with FedRAMP.
- b. The Ordering Activity shall assign an impact level per Federal Information Processing Standards (FIPS) Publication 199 & 200 & 140-2 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems"), prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FedRAMP compliance for any proposed or awarded Electronic Commerce services. All FedRAMP certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity.

### **4. Delivery Schedule**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement and will be mutually agreed upon.

### **5. Interoperability**

When an Ordering Activity requires interoperability, it shall be included as part of the initial requirement.





**Electronic Commerce and Subscription Services**

**54151ECOM**

Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with hard endpoints (such as gateways or hard phones) and provisioning of enterprise service access will be defined in the individual requirement.

**6. Order**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. In order to purchase this Service, a Statement of Work (SOW) will be required between Avaya and the Ordering Activity. The SOW includes, but is not limited to, describing the scope of the Service including the roles and responsibilities of Avaya and the Ordering Activity.

**7. Performance of Electronic Services**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the Ordering Activity.

**8. Responsibilities**

- a. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

- b. Responsibilities of the Government

It is the Ordering Activity's responsibility to provide Wide Area Network (WAN) connectivity (e.g. Multi-Protocol Label Switching (MPLS)), cross connects, and routers between the Ordering Activity locations and the Avaya-provided data centers (where the Service is located).

The following are to be provided by the Ordering Activity:

- As requirements of the Service, the Ordering Activity is responsible for providing MPLS network connectivity to both data center locations and network security. This includes all routers, gateways and cross-connects that are needed for connectivity to the data centers. In addition, the Ordering Activity is responsible for providing the following:
  - Network Time Protocol (NTP)
  - Dynamic Host Configuration Protocol (DHCP)
  - Domain Name System (DNS)



- Firewalls are required between the Avaya provided data centers and Ordering Activity's network and need to be able to support the bandwidth generated by Avaya providing and Ordering Activity using the Service.
- G.711 compliant connectivity to support TTY/TDD traffic as required by Section 508 of GSA Government-wide Accessibility Program.
- The procurement, installation and support for compatible physical endpoints such as handsets, terminals, and gateways. Additional information on compatible endpoints can be found at: Compatibility Matrix.
- The installation soft clients and provision of PC's that meet the specifications applicable for the relevant Soft Clients.

**c. Network Requirements**

The Ordering Activity's compliance with the Network Requirements is critical to the achievement of voice and video quality and the ability of Avaya to provide the (IP based) Service. The Ordering Activity will ensure that the Ordering Activity's network complies with the Network Requirements detailed in the Network Readiness Policy. If Avaya determines that Ordering Activity's network does not comply with any Network Requirement then, until such time as all Network Requirements have been met and compliance evidence provided to Avaya, the Service may be suspended. Avaya Professional Services (APS) is available to perform the Network Readiness Assessment, separately purchased under SIN 54151S

**9. Rights In Data**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

**10. Acceptance Testing**

If requested by the Ordering Activity the Contractor shall provide acceptance test plans and procedures for Ordering Activity approval. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

**11. Warranty**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

For Items Procured – see Warranty Terms under SIN 33411

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the



user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

**12. Management and Operations Pricing**

Avaya shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

**13. Training**

Normal commercial training on how to request support for the Service and how to view standard Service reports shall be provided by the Contractor. Incremental instructor-led end user feature training for the Service is available for a separate charge.

**14. Monthly Reports**

In accordance with commercial practices, the Contractor will furnish the Ordering Activity/user with the following standard monthly reports, if requested. Additional/customized reports may be provided for a separate charge.

- Incident Management: Report summarizing open and closed Incidents since the last report.
- Service Level Report detailing Avaya performance against the Service Levels.
- MACD Summary Report containing information on MACD quantity, type and status.

**15. Services Available in the Subscription**

The Service offered is available via three feature bundles that addresses typical use cases for Ordering Activity needs: Basic, Core and Power

**Basic Secure**

Basic single user 3-year subscription. Includes basic calling features, basic messaging and 6-party ad hoc conferencing. For single desk phone or fax. Hard phone or soft phone not included.

**Core Secure**

Core single user 3-year subscription. Includes Enterprise Calling Features including IM/Presence, 6-party ad-hoc conferencing, point to point video, Avaya Client Integration (enables MS Skype), Advanced Messaging, Avaya Soft Client and Mobility Client. Hard phone not included.

**Power Secure**

Power single user 3-year subscription. Includes Enterprise Calling Features including IM/Presence, 6-party ad hoc conferencing, point to point video, Avaya Client Integration (enables MS Skype), Advanced Messaging, Avaya Soft Client and Mobility Client and Avaya audio, web and video meet-me collaboration. Hard phone not included.

Features	Basic	Core	Power
IP Telephony with Geo-Redundancy	•	•	•
Messaging - Basic	•		



**Electronic Commerce and Subscription Services**

**54151ECOM**

Messaging - Advanced (Mainstream)		•	•
IM & Presence		•	•
Desktop Soft Client		•	•

Features	Basic	Core	Power
Mobile Soft Client		•	•
Point to Point Video		•	•
6-Party Voice Ad-Hoc Audio Conferencing	•	•	•
Meet-Me Collaboration - Audio, Web and Video (up to 25 parties)			•
Avaya Client Applications (enables MS Skype)		•	•
Management & Reporting	•	•	•
IP Telephony for Hard End Points (Hard End Points not included in Service)			
		Avaya SIP, analog or digital device, 3rd party analog. Avaya h.248 gateway.	

Included with the monthly fee for all feature sets:

- Hosting Infrastructure (data center, hardware, software)
- Onboarding to the Service
- Remote Service Management
- Infrastructure Maintenance
- Technology Refresh of the Service

Pricing is based on the number of Provisioned End Users and their Service feature bundle. A “Provisioned End User” is any extension, DID, virtual meeting room, mailbox, conference phone, lobby phone, etc. that is provisioned on the Service. Requirements with fewer than minimum Provisioned End Users may be considered on a case by case basis.

**a. Other Hardware and Services**

IP End Point Hardware continues as a purchase only offer (SIN 33411) and includes all servers, gateways, hard phones, etc. Avaya provides select SIP phone sets on subscription service basis (“Device as a Service” or “DaaS”) per the following. Avaya retains the title to the phone and the customer pays a fixed monthly fee for an agreed upon minimum term. At the end of the then current term, the subscription agreement is automatically extended for an additional, equivalent to prior contract term length, unless the Customer provides notice of its intent to cancel or allow the subscription agreement to expire.

**(1) Lifecycle of Avaya End-points**

It is possible that during the set as a service contract terms that a product available at the time of the subscription purchase would transition to End of Sale (EOS) and through to End of Manufacturer Support (EoMS) which typically occurs three years after EOS. Avaya reserves the right to replace a Customer’s existing endpoint device with equal or similar functionality should their existing endpoint device be discontinued. If a device has reached End of Service Support, for replacement purposes it will be treated as End of Manufacturer Support, above.

**(2) Support for Endpoint Devices**



FEDERAL SOLUTIONS

**Electronic Commerce and Subscription Services**

**54151ECOM**

Avaya will perform support as part of the set subscription service which includes remote technical support for endpoints. Avaya will provide remote technical support and troubleshooting 24 x7 for those devices/sets provided under the subscription service agreement. The Customer has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support. Avaya may require that only Avaya-authorized Customer contacts are eligible to request support, verify the identity of Customer contacts requesting support and limit the number of authorized contacts. Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

### **(3) Parts Replacement for Endpoint Devices**

Where sets procured as a service subscription parts replacement is geographically available, Customers, as part of the offer will be entitled to invoke advance replacement of any endpoint device subscribed through the subscription offer. Replacement parts may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. Avaya requires that only authorized Customer contacts or Authorized GSA Schedule Partner Agents are eligible to request advance replacement of parts. Avaya may initiate additional troubleshooting and diagnostics via telephone or on-demand remote connection to confirm the component/device is inoperative. Avaya will confirm if the replacement part is a Critical Component or a Non-Critical Component. A replacement part will be shipped per the Customer's level of coverage. Shipment and transportation of the advance replacement part will be coordinated using standard shipping services. Avaya will ship the replacement part under the same delivery terms specified in the Customer's subscription agreement with Avaya for product deliveries.

The Customer will ship the identified faulty part back to Avaya at Avaya's expense to arrive within thirty (30) calendar days of issuance of an Avaya case number by Avaya in accordance with Avaya's then-current returned materials authorization (RMA) procedure using industry-standard material handling processes including the use of Electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya.

If Avaya does not receive the returned part within thirty (30) calendar days of shipping a replacement part to the Customer, the returned part does not match the part replaced by Avaya, the returned part does not match Avaya's registration record, or the returned part is not eligible for advance replacement, Avaya reserves the right to request a purchase order and invoice the Customer the then-current market value of the replaced part. Failure to return defective parts may result in the suspension of future advanced parts replacement support from Avaya. If the defective part is returned to Avaya after the thirty (30) calendar day period, no credits or refunds will be issued against the invoice created.

Supported Products returned to Avaya for non-conformance issues, dead on arrival or epidemic failure conditions, and for which Avaya finds no errors or non-conformance after required testing will be designated as No Trouble Found ("NTF"). For Supported Products which are tested and determined not to be defective and do not require repair, Avaya reserves the right to investigate an unusually high return rate of sets found NTF to determine customer needs for further training. If the Supported Product was advance replaced, Avaya will retain the NTF set.

Avaya reserves the right to suspend parts replacement under the circumstances of unusually high returns within a contract greater than 1% of the number of endpoint devices under subscription, in order to investigate potential causes of failure.

Parts Coverage Hours - Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.



	<b>Parts Next Business Day</b>
<b>Non-Critical Component</b>	If the request is received before 5:00 p.m. local site time during Standard Business Hours*, the replacement part is shipped to arrive the following business day.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours*, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.

\* Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

**Exclusions from Parts Coverage**

The following exclusions apply to Parts coverage:

- Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the Customer or the Customer's authorized party modified the product in any manner, shall not be covered.
  - Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries and, headsets, wall brackets, rack mounting, and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels, and removable media.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
  - Services that cannot be provided due to the Customer's failure to fulfill the customer responsibilities detailed in the Customer Responsibilities section of this Service Description.

**Note:** The Avaya Service Description document that describes the deliverables for Device as a Service in more detail is available upon request.

**(4) Device Endpoint Software Upgrade Policy**

Customers are required to keep endpoint devices software current and up-to-date using the latest available service packs and software releases for the endpoint devices found at <http://support.avaya.com>.

The Customer has access to Product Correction Updates ("Update") issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended Updates.

At a minimum, if Avaya support is required the endpoint devices must be first upgraded to the latest available device software level.





FEDERAL SOLUTIONS

**Electronic Commerce and Subscription Services**

**54151ECOM**

## **(5) Customer Responsibilities**

With Avaya Device Subscription, the Customer provides these elements which make for a comprehensive end-to-end solution:

- Customer deployed Avaya environment which has completed onboarding and has been onboarded, certified and ready for production/live use.
- Customer has completed registration of the Avaya environment with remote connectivity including SAL gateway with external Internet access for remote connectivity.
- Customer designated IT lead(s) are understanding their role in ensuring the DES provided Network Enrolment Code is entered into the phones provided under this offer.
- Any premises elements used in conjunction with the endpoints provided under this offer such as Application software, Platforms, Gateways and/or Local Survivable Nodes have already been registered and under Avaya maintenance support contracts.
- In advance of ordering endpoints have determined what additional Avaya Services (implementation / configuration or enhanced maintenance or managed services) they require, and these are contracted and ready for production/live use.
- Implementation and configuration work required to enable the endpoint device to be brought into service. If the Customer requires additional on-site support or configuration support then this will be subject to additional charges from Avaya and/or Avaya Authorized GSA Partner.

Notwithstanding anything to the contrary, Customer is solely responsible for obtaining all inbound and/or outbound connectivity with Avaya. Customer shall provide or contract directly with third party telco service providers for all connectivity.

## **(6) Return Process for Endpoint Devices**

In the event that endpoint devices need to be returned to Avaya as part of Service and Support the standard RMA procedure should be used which starts with a service ticket being opened on support.avaya.com. The direct link to the service creation request is below:

<https://support.avaya.com/service-requests/enterticket.action>

As part of the RMA process it is necessary to return the defective parts to Avaya. If Avaya does not receive the returned part within 30 calendar days, the returned part does not match the part replaced by Avaya or if the returned part does not match Avaya's registration record, the Customer will need to provide a new Purchase Order number to Avaya's asset recovery team to facilitate the billing of product not returned, at the applicable market value, an amount equal to the replacement price for the non-returned device.

## **(7) Automatic Renewal of Contract**

The device subscription agreement will automatically renew at the end of the initial term of coverage and any renewal term unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. Device subscription agreements will renew at then-current GSA Schedule rates and for a similar term length as the expiring agreement.

## **(8) Cancellation**



Endpoint devices of cancelled agreements need to be returned to Avaya, or at Avaya's option can be requested to be recycled in an environmentally sustainable way, with proof of recycling provide to Avaya. Avaya Reverse Logistics will contact the contract holder within 5 business days of cancellation to coordinate the return of endpoints. Packing materials such as boxes and pallets can be provided at no expense to the customer upon request.

If Avaya does not receive the devices within 30 calendar days, the Customer will need to provide a new purchase order number to Avaya's asset recovery team to facilitate the billing of devices not returned, at the applicable market value, an amount equal to the replacement price of the non-returned devices.

### **(9) End of Subscription Term**

When the then current subscription term expires, the subscription agreement is automatically renewed to a new term of the original term duration unless the Customer provides notice of its intent not to renew thirty (30) days before expiration. If a Customer does choose not to auto renew the endpoint devices needs to be returned to Avaya.

Customers, at the end of the then current term, also have the benefit of being able to renew their endpoint under new contract terms, with Avaya's latest available devices.

Endpoint devices of end of term contracts must be returned to Avaya. Avaya Reverse Logistics will contact the contract holder within 5 business days of termination to coordinate the return of endpoints. Packing materials such as boxes and pallets can be provided at no expense to the customer upon request.

Avaya pays the return freight.

If Avaya does not receive the device within 30 calendar days of expiration, or the returned device does not match the device provided by Avaya or if the returned device does not match Avaya's registration record, the customer will need to provide a new purchase order number to Avaya's asset recovery team to facilitate the billing of product not returned, at the applicable market value, an amount equal to the replacement price of the non-returned devices.

Avaya reserves the right to request environmentally sustainable recycling of the device, and demonstration of a certificate of destruction, in lieu of device return, as and when determined by Avaya.

### **(10) Changes to Type of Endpoint during Term**

If a Customer decides to upgrade device models during a subscription term, it is possible to do so. They can get a new higher value device, going from, for example a J139 to a J179. The new devices would have the new GSA Schedule monthly rate associated with that device. The term length would remain the same by default, but it would be possible to determine a new subscription term.

Uplift to a higher value device requires the return of the previous device. A new subscription agreement is established, and that agreement would have an expiration date with any devices which were not uplifted.

### **(11) Adding Devices to an Existing Contract**





Avaya will allow the addition of devices to an existing subscription agreement. The additional devices will have the same expiration date as the original agreement.

## **(12) Customer Contract Renewal Options**

Prior to the expiration of the then current subscription terms, Customers have several possible options including the default automatic option.

Possible options, including customer-initiated actions, include:

- Renewal of the agreement contact for another term with existing devices
  - In some cases, if a device is no longer under manufacturer support at the end of the then current term it may be necessary for the Customer to establish a new agreement with current devices.
- Establish a new agreement with new replacement devices
- Terminate agreement at the end of the term. Devices are disabled and returned to Avaya or disposed of in an environmentally sustainable way, at Avaya's option.

Endpoint devices returned to Avaya that have damages caused by abuse, misuse, or negligent acts of non-Avaya personnel will require the Customer to provide a new purchase order number to Avaya's asset recovery team to facilitate the billing of devices damaged, at the applicable market value, an amount equal to the replacement price of the damaged devices.

## **(13) Exclusion from Endpoint Device Support**

Unless specified otherwise, the following exclusions apply to the sets included under subscription support:

- Programming, administration or configuration changes
- Third party integration or applications
- Acts of nature
- Customer network outages and/or service providers issues
- Avaya installation of customer or partner installable patches
- Support that ends up being related to a product not under warranty or maintenance coverage
- Any customized system features, configuration changes, or reports
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Product



- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the Customer's own network or the public network).

**(14) Toll Fraud, Privacy, PCI Compliance, and HIPAA**

(i) Toll Fraud

"Toll Fraud" is the unauthorized use of your telecommunications system or service by an unauthorized party (for example, a person who is not a government employee, agent, subcontractor, or is not working on the ordering entities' behalf). If Toll Fraud occurs, it can result in substantial additional charges for your telecommunications services. Avaya and its affiliates are not liable for Toll Fraud.

(ii) HIPAA and PCI Compliance

Avaya Device as a Service (DaaS) 1.0 is not designed to be compliant with HIPAA or PCI. For Avaya Cloud Private hosted in a Customer Data Center, please contact Avaya for further information.

**(15) Compliance with Applicable Laws**

IF CUSTOMER USES OR ACCESSES THE AVAYA DEVICE SUBSCRIPTION, CUSTOMER WILL ACCEPT THE RESPONSIBILITY OF IT AND ITS END USERS USING DEVICE SUBSCRIPTION IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING LAWS.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT WILL BE FULLY RESPONSIBLE FOR MAKING OR INITIATING CALLS USING DEVICE SUBSCRIPTION AND THAT AVAYA PLAYS NO ROLE IN PURCHASING NUMBERS OR CALL LISTS FOR CUSTOMER OR DETERMINING WHEN OR WHETHER CUSTOMER CALLS A NUMBER. CUSTOMER FURTHER ACKNOWLEDGES THAT AVAYA DOES NOT DRAFT OR EDIT THE CONTENT OF ANY MESSAGE DELIVERED BY CUSTOMER DURING A CALL MADE USING AVAYA'S DEVICE SUBSCRIPTION.

**(16) Title**

Title and all interest to devices remain with Avaya or its assignee at all times. End Users do not acquire ownership, title, property, right, equity or interest in the devices, other than interests solely as End Users subject to all the terms and conditions of this Offer Definition. If the Order requires attachment of the devices to the End User's network, such attachment will not be deemed to change the nature of the devices, ownership or other interests therein of Avaya or its Assignee, as applicable.

**(17) Risk of Loss**

End User will be responsible for, and bear the entire risk of loss, theft, destruction or damage to subscription devices, excluding only those caused by the willful misconduct of Avaya, Avaya Distributor, or Avaya GSA Schedule Partner, or its personnel (collectively "Loss").



**Electronic Commerce and Subscription Services**

**54151ECOM**

Implementation and Avaya Professional services continue to be ordered under SIN 54151S and 33411, as applicable.

**b. Service Subscription Term Contracts and Billing**

This offer will support 3, 4 and 5-year Fixed Term Contracts. Shorter terms will be considered subject to an uplift fee as outlined in price proposal. Subscription billing is monthly in arrears and requires annual funding purchase orders.

- Fixed Term Contract is the length of the subscription to the Service.
- Three (3), Four (4) and 5-year Subscription Service Terms are available.
- Early Termination fees will be required if the contract is terminated prior to the committed contract term.
- The recurring charges will be invoiced monthly in arrears, starting on the service activation date for the first site on the Service or first wave of Provisioned End Users for a site. A Provisioned End User report will be available for billing purposes the following month. The Provisioned End Users that appear on the report at the end of the month will be billed according to their Feature Bundle.

**c. Pricing for Feature Bundles**

<b>GSA Pricing Feature Bundle</b>	<b>1,000-1,999 Users</b>	<b>2000-3999 Users</b>	<b>4,000 – 7,999 Users</b>	<b>8,000 – 14,999 Users</b>
<b>Basic</b>	\$17.06	\$15.05	\$13.63	\$10.90
<b>Core</b>	\$22.99	\$20.26	\$18.37	\$14.69
<b>Power</b>	\$29.62	\$26.07	\$23.70	\$18.96

**d. Not included in the pricing for the Service:**

The Ordering Activity must provide the following:

- Transport (e.g. WAN or MPLS) to the Avaya contracted data centers
- Network Time Protocol (NTP)
- Dynamic Host Configuration Protocol (DHCP)
- Domain Name System (DNS)
- All Hard End Points Located on Ordering Activity's premises and Support: (e.g. Gateways and Telephone Sets)
- 3rd party/ vendor maintenance for Customer provided products
- Onsite Installation for End Points (Avaya Professional Services (APS) is available as an option using SIN 54151S for an additional fee)
- All Cross-Connects & POTs lines
- Avaya Network Readiness Assessment (priced separately)
- E911 (priced separately)
- End User Training (priced separately)



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## **Terms and Conditions Applicable to Purchasing of New Electronic Equipment (Special Item Number 33411)**

### **1. Material and Workmanship**

All equipment furnished hereunder will satisfactorily perform the function for which it is intended.

### **2. Order**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under Blanket Purchase Agreement (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the contractor will be obligated to meet the delivery and installation date specified in the original order.

### **3. Transportation of Equipment**

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations would be to point of embarkation.

### **4. Installation and Technical Services**

a. Avaya shall deliver the products and services specified on the accepted order and shall install those products for which installation charges are specified on the order.

- The ordering activity, at its own expense, will provide (i) an equipment room and other environmental conditions as specified to the ordering activity by Avaya; (ii) access to the installation location for equipment and personnel at times specified by Avaya; (iii) adequate work-space, heat, light, ventilation and electrical outlets; and (iv) a secured and protected area for storage of tools and equipment near the equipment room.
- Installation activities are scheduled between 8 a.m. and 5 p.m., Monday through Friday, excluding Avaya and Government holidays. Those activities scheduled outside normal business hours at the ordering activity's request, or because of ordering activity-caused delays, are subject to premium charges outside the scope of the contract.
- The ordering activity is responsible for identification and removal of any hazardous material (e.g., asbestos) or correction of any hazardous condition on the ordering activity's premises that affects Avaya's performance of services. Services may be delayed by Avaya while the ordering activity removes or corrects any hazardous condition, with no liability, cost, or penalty to Avaya.
- Customer Delays – If the delivery or installation of products is delayed for more than thirty (30) calendar days due to the fault of the ordering activity or its contractors, Avaya may commence billing, effective the scheduled delivery or installation date.
- Refer to SIN 54151S for more complex implementations.

b. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C 276a-276a-7) provides that contracts in excess of \$2000 to which the United States of the District of Columbia is a party for construction, alteration, or repair



(including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

If prevailing wages should apply, the labor rates may be increased accordingly.

c. Operating and Maintenance Manuals

Avaya shall furnish the ordering activity one copy of any user manual relating to the equipment being installed/purchased, where normally provided.

**5. Inspection/Acceptance**

a. Avaya Installed Equipment

Equipment must operate in accordance with manufacturer's published specifications. The ordering activity should give Avaya a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed products are installed in good working order in accordance with applicable documentation. The absence of an official written notice shall mean that acceptance has occurred.

b. Customer Installed/Drop Shipped Equipment

Acceptance shall occur on the date of delivery of the product to the ordering activity.

**6. Title and Risk of Loss**

a. Title. Title to Avaya equipment delivered under this contract shall pass to the ordering activity on the date of acceptance.

b. Risk of Loss. Risk of loss or damage to the supplies provided under this contract shall remain with the Avaya until, and shall pass to the ordering activity upon:

- (i) Delivery of the supplies to the carrier, if transportation is f.o.b. origin; or
- (ii) Delivery of the supplies to the ordering activity at the destination specified in the contract if transportation is f.o.b. destination.

**7. Warranty**

a. Warranty. Avaya warrants to ordering activity that during the applicable warranty period, the product will conform to and operate in accordance with the applicable documentation in all material respects. To the extent that Avaya performs installation services with respect to its products, Avaya



**Purchasing of New Electronic Equipment**

**33411**

warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel.

- b. Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for products and installation services are as follows:

- (1) Hardware: twelve (12) months, beginning on the In-Service Date for Avaya-installed Hardware and on the delivery date for all other hardware;
- (2) Installation Services: thirty (30) days from the performance of the applicable installation services.

- c. Remedies.

(1) Products. If the product is not in conformance with the warranty above and Avaya receives from ordering activity during the applicable warranty period a written notice describing in reasonable detail how the product failed to be in conformance, Avaya at its option will: i) repair or replace the product to achieve conformance and return the product to ordering activity; or ii) refund to ordering activity the applicable fees upon return of the non-conforming product to Avaya. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement products are warranted as above for the remainder of the original applicable product warranty period.

(2) Installation Services. To the extent that Avaya has not performed installation services in conformance with the above warranty, and Avaya receives notice from ordering activity identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming installation services. If Avaya determines the re-performance is not commercially reasonable, Avaya will refund to ordering activity the fees for the con-conforming installation services.

(3) Sole Remedy. THESE REMEDIES WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES ORDERING ACTIVITY MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

- d. Warranty Procedures. Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions, accompanied by evidence satisfactory to Avaya that the products remain entitled to warranty protection.

If a product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming product. If Avaya determines that the product was operating in conformance with its applicable warranty, Avaya may charge ordering activity for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

## 8. Warranty Exclusions

- a. Warranty Exclusions. The warranties provided in Paragraph 7 do not extend to any damages, malfunctions, or non-conformities caused by:

- (i) Ordering activity's use of products in violation of the license granted by Avaya to the ordering activity or in a manner inconsistent with the product documentation;
- (ii) Use of non-Avaya furnished equipment, software, or facilities with products (except to the extent provided in the product documentation);
- (iii) Ordering Activity's failure to follow Avaya's installation, operation or maintenance instructions;
- (iv) Ordering Activity's failure to permit Avaya timely access, remote or otherwise, to products;



**Purchasing of New Electronic Equipment**

**33411**

- (v) Failure to implement all new updates to software provided under the Schedule;
  - (vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; and
  - (vii) Products that have been serviced or modified by a party other than Avaya or an authorized Avaya reseller.
- b. Toll Fraud. Avaya does not warrant that products or services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of ordering activity.
- c. Force Majeure. Neither party will have liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of fees for products delivered or installed, as applicable, or for services performed.
- d. Products from Third Parties. Ordering activity's decision to acquire or use products from third parties is the ordering activity's sole responsibility, even if Avaya helps the ordering activity identify, evaluate or select them. AVAYA IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.
- e. Disclaimers. EXCEPT AS PROVIDED IN PARAGRAPHS 7 AND 8, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR INSTALLATION SERVICES. AVAYA DOES NOT WARRANT THE UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**9. Purchase Price for Ordered Equipment**

- a. The purchase price that the ordering activity will be charged is the purchase price in effect at the time of order placement.
- b. Front market prices apply to new systems, upgrades (including software and server migrations) and any add-ons that are included on the same order as the new system or upgrade. Aftermarket prices apply to add-ons that are not included on a new system or upgrade order.

**10. Trade-In of Information Technology Equipment**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR) (41 CFR part 101-43.6), and the policies and procedures on exchange/sale contained in FPMR (41 CFR part 101-46).

**11. Change Control Date**

The "Change Control Date" (CCD), when applicable, is mutually agreed upon and is the last date that Avaya will accept changes to the products ordered for delivery on the delivery date or for installation on the In-





Service Date. Changes to the original order received by Avaya prior to the CCD must be approved in writing by both parties. Changes received and accepted by Avaya after the CCD will be treated as separate orders and will be delivered after the delivery date or installed after the In-Service date. The CCD for subsequently placed orders for modifications or additions will be the date Avaya accepts that order.

## **12. Limitations of Liability**

- a. The total aggregate liability of either party for each and all claims arising out of or in connection with the agreement will not exceed an amount equal to the total amount of all fees paid or payable under the agreement in the twelve (12) month period immediately preceding the date of the event giving rise to the claim. The limitations of liability in this paragraph will apply to any damages, however caused, and on any theory of liability, whether for breach of contract, tort (including, but not limited to, negligence), or otherwise, and regardless of whether the limited remedies available to the parties fail of their essential purpose. However, they will not apply in cases of willful misconduct, personal injury or breaches of Avaya's license restrictions.
- b. The limitations of liability in this paragraph also will apply to any liability of directors, officers, employees, agents and suppliers. The limitations of aggregate liability will not apply to contractual indemnification obligations provided in the agreement.

## **13. New Material**

Only new equipment, excluding repair or replacement parts, will be provided to the ordering activity. Repair or replacement parts may be new, remanufactured, or refurbished, and are warranted as new.

## **14. Responsibilities of the Contractor**

Avaya shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.





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**Terms and Conditions Applicable to Office Computer and Machine Repair and Maintenance (After expiration of Warranty provisions and/or when required service is not covered by Warranty provisions) (Special Item Number 811212)**

**1. Service Areas**

The service areas covered by this contract are the 48 contiguous states and the District of Columbia. Service in Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations are for selected products only.

**2. Maintenance Order**

- a. Ordering activities may use written orders, EDI orders, credit card orders, or BPAs for ordering maintenance in accordance with the terms of this contract. Avaya shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by Avaya as prescribed by this paragraph, the order shall be considered to be confirmed by Avaya.
- b. Avaya shall honor orders for maintenance for periods of four years or less, depending on the platform consistent with its standard commercial maintenance coverage. Maintenance service shall commence on a mutually agreed to date, which will be written into the maintenance order. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by Avaya; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated fiscal funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for a 12- month contract period which may cross fiscal years, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period (despite the intervening fiscal year ending).
- f. Ordering activities should notify Avaya in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.



### **3. Repair Service and Repair Parts Orders**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When a repair is ordered, Avaya will dispatch the appropriate number of technicians to perform the repair service, after the ordering activity agrees and issues an order for the billable repairs.

### **4. Loss or Damage**

When the contractor removes equipment to his establishment for repairs, the contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity's installation, until the equipment is returned to such installation.

### **5. Scope**

- a. Based on the type of coverage selected by the ordering activity (see Item 9. Types of Coverage), Avaya shall provide maintenance for all Supported Products listed herein as requested by the ordering activity during the contract term. "Supported Products" are hardware identified in the order. Repair service and repair parts shall apply exclusively to the equipment types/models within the scope of this Schedule.

Maintenance service will be for an initial term of one (1) year in accordance with the option selected by the ordering activity.

- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment may be subject to inspection by the contractor at the applicable Per Incident Maintenance rate listed in the price list.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the contractor, if the equipment is under Avaya's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment is not under Avaya's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).
- c. Maintenance work requested to be performed at a time or in a manner beyond the coverage selected by the ordering activity, or maintenance work required as result of an action or condition listed in Paragraph 11, may be provided subject to additional charges outside the scope of this contract.
- d. If the ordering activity subsequently purchases products from Avaya that are similar to the products covered by an existing maintenance order, and co-locates said products, or requests certification or connection of equipment, upon expiration of any applicable warranty, the co-located products will also be covered by the maintenance order. This will be exercised through the issuance of a new order and will be subject to the then current monthly maintenance charges for said equipment. The period of maintenance for such equipment shall be coterminous with the period of maintenance for the existing equipment. All similar equipment purchased initially or subsequently must be covered by the same maintenance agreement terms and conditions.



- e. Replacement hardware provided as part of maintenance services may be new, factory reconditioned, refurbished, remanufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property.
- f. Certification allows for the inspection of Avaya hardware products and Avaya-supported products in order to ensure that they meet all Avaya environmental and technical specifications prior to issuing a maintenance order or adding equipment to a maintenance order. The applicable Per Incident Maintenance rate may apply.

Certification is required when one of the following criteria is met:

- (1) Avaya did not install equipment not classified as customer installable.
- (2) Avaya previously installed the equipment and the warranty or the maintenance had elapsed for more than ninety (90) days.

## **6. Responsibilities of the Ordering Activity**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is covered by a service agreement, unless agreed to by Avaya.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired. In the event that the ordering activity does not permit access to the equipment, Avaya shall not be responsible for maintenance or repair of the equipment and will not be liable for such failure. Additional charges may be applicable.
- c. Ordering activity will notify Avaya in advance before relocating or removing products covered by an Avaya warranty or maintenance order. Additional charges may apply, if applicable, to cover services provided as a result of relocated or removed products.
- d. The ordering activity must install or arrange for the installation of a remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon as it is available. This modem line or VPN must remain available to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. Avaya's support obligations are contingent on the provision of remote access. If remote access is not granted by the ordering activity, Avaya may not be able to provide services and will not be liable for such failure. Additional charges may be applicable.

## **7. Responsibilities of the Contractor**

Within service areas, the response time for the repair service request shall be in accordance with the standard commercial response time, depending on service areas and service agreement coverage.

For equipment not covered by a maintenance agreement or warranty, Avaya's repair service personnel shall respond after notification by the ordering activity that service is required, provided Avaya accepts the order.

## **8. Liability for Injury or Damage**

Avaya shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Avaya unless such injury or damage is due to the fault or negligence of Avaya.



## 9. Types of Coverage

The following are descriptions of maintenance service offerings for Avaya and selected non-Avaya products.

### a. FULL MAINTENANCE COVERAGE (Hardware and Software Coverage)

Full Maintenance Coverage offers the ordering activity the most comprehensive coverage to protect their communications system investment and maximize system uptime. Full Maintenance is available as either 8x5 or 24x7 as described below.

- (1) **The Full Maintenance 8x5 Coverage** option is available during Standard Business Hours, 8 a.m. to 5 p.m., in the time zone of the covered products, Monday through Friday, excluding Avaya and Government holidays.

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any on-site support Avaya deems necessary to resolve a fault. Requests for support outside the Standard Business Hours may be accommodated at Avaya's option and the applicable Per Incident Maintenance rate. The response objective for failures which materially affect the operation of the system (Major Failures) is within two (2) business hours from receipt of the trouble report on the DEFINITY and Communication Manager switch located within a certain major metropolitan area and four (4) business hours from receipt of the trouble report for all other major failures. The response objective for failures that are not included in the definition of a Major Failure (Minor Failures) is the next business day provided that this work will be performed between 8 a.m. to 5 p.m. Monday through Friday, excluding Avaya and Government holidays.

- (2) **The Full Maintenance 24x7 Coverage** option offers the benefits of Full Maintenance 8x5. In addition the four (4) hour response objective for major failures is extended to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Note: The Avaya standard service description document that describes the deliverables for Full Maintenance Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

### b. PARTS PLUS REMOTE SUPPORT (Hardware and Software Coverage)

Parts Plus Remote Support is available as either 8x5 in the time zone of the covered products or 24x7. 8x5 coverage includes:

- (1) Remote telephone support, diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Helpline support is limited to 8:00 a.m. to 5:00 p.m. in the time zone of the covered products. Helpline requests provided after 5:00 p.m. are subject to availability, and will be billed at the applicable Per Incident Maintenance rate.
- (2) Around-the-clock access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on <http://avaya.com/support> (or other website designated by Avaya).
- (3) Advance replacement by mail of any covered part Avaya determines to be inoperative. This support is available only during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products.

The 24x7 coverage option extends the benefits of the Parts Plus Remote Support 8x5 coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for *Major Failures*.



Parts Plus Remote coverage does not include any on-site support, and/or on-site parts replacement and it is the ordering activity's responsibility to secure any critical on-site spare parts, as well as on-site technical expertise. If Avaya determines on-site intervention is needed, Avaya will refer the trouble resolution to the ordering activity's designated and trained on-site maintenance representative. Any additional troubleshooting time required of Avaya will be at the applicable Per Incident Maintenance rate.

Note: The Avaya standard service description document that describes the deliverables for Parts Plus Remote Support in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

c. **REMOTE ONLY COVERAGE (Hardware and Software Coverage)**

Remote Only Coverage is available as either 8x5 or 24x7.

The 8x5 coverage option includes:

- (1) Remote telephone support, diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Helpline support is limited to 8:00 a.m. to 5:00 p.m. in the time zone of the covered products. Helpline requests provided after 5:00 p.m. are subject to availability, and will be billed at the applicable Per Incident Maintenance rate.
- (2) Around-the-clock access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on <http://avaya.com/support> (or other website designated by Avaya).

The 24x7 coverage option extends the benefit of the Remote Only Support 8x5 coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year *for Major Failures*.

Note: The Avaya standard service description document that describes the deliverables for Remote Only Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

d. **HARDWARE SUPPORT/MAINTENANCE (Hardware Only Coverage)**

In order to be eligible to purchase Avaya Hardware Support/Maintenance, the ordering activity must have an active Avaya Software Support order. Refer to SIN 511210/54151 for information pertaining to the purchase of Software Support.

Hardware Support/Maintenance will commence on the In-Service Date of the Supported Product. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed products are installed in good working order in accordance with applicable documentation. The coverage described herein is applicable to supported products and only if the ordering activity has Software Support or Software Support Plus Upgrades coverage.

Hardware Support/Maintenance includes remote telephone support, remote diagnostics, troubleshooting, problem resolution and hardware firmware updates/fixes – none of which are included under warranty. Warranty generally guarantees that the hardware will work in accordance with specifications. In the event that the product does not operate in accordance with specifications, Avaya will generally repair, replace or refund the affected product.

Hardware Support/Maintenance is available in three (3) levels of support as described below.

- (1) Remote Hardware Support, 24x7. Remote Hardware Support, 24x7, includes troubleshooting, access to helpline support and access to product correction notices (PCNs) and updates.



- (2) Remote Hardware Support with Advanced Parts Replacement, 24x7. In addition to the benefits included in Remote Hardware Support, Remote Hardware Support with Advanced Parts Replacement, 24x7, provides for advance replacement by mail of any covered part Avaya determines to be inoperable. This includes advance parts for PCNs and updates, but does not include system hardware upgrades that may be required. The ordering activity must follow the procedure outlined below to receive advance parts.
- (i) Contact the local Avaya Support Center for replacement of faulty component/device during Standard Business Hours. If Avaya determines the component/device to be inoperative, a replacement will be shipped to arrive with U.S. next business day.
  - (ii) Receive and replace the field-replaceable component/device.
  - (iii) Ship the faulty component/device to be received by Avaya within thirty (30) business days of receipt of replacement component/device, using industry-standard material handling processes (including the use of electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya for products being returned prepaid to Avaya) and the return procedures provided. (The ordering activity can also ship the faulty device through a logistics service provider if applicable and which may vary by geographic locations.) The ordering activity may be charged for the replacement device if Avaya does not receive the faulty part within this time frame.
  - (iv) Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses and firmware may not be independently replaceable. In these circumstances, Avaya may require and will send the larger component to be replaced rather than the minor material.
- (3) On-site Hardware Maintenance, 8x5 or 24x7. There are two options for on-site hardware maintenance: 8x5 or 24x7. Both options provide for the benefits described in Remote Hardware Support with Advance Parts Replacement, 24x7. Under both on-site options, if a fault cannot be resolved remotely, and Avaya determines on-site intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource, including engineering support consistent with the applicable Avaya response objective. The response objective for failures which materially affect the operation of the system (Major Failures) is within two (2) business hours from receipt of the trouble report on the DEFINITY and Communication Manager switch located within a certain major metropolitan area. This response is available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya and Government holidays. The response time for Major Failures for ordering activity sites located outside the major metropolitan area, for non-Avaya labeled and all other products is four (4) business hours from receipt of the trouble report. The response objective for failures that are not included in the definition of a Major Failure (Minor Failures) is the next business day provided that this work will be performed between 8 a.m. to 5 p.m. Monday through Friday, excluding Avaya and Government holidays.

Note: The Avaya standard service description document that describes the deliverables for Hardware Support/Maintenance in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

## **10. Other Service Offerings**

Listed below are several of the available service offerings. A complete list of all available service offerings is included in the price list.

- a. Dedicated Technician





**Equipment Maintenance and Repair**

**811212**

Dedicated Technician service is available to ordering activities that have Full Maintenance Coverage. This service offer provides a certified expert who is trained and managed by Avaya, but reports directly to the ordering activity and works at the ordering activity's location, to maintain the vital communications solution – whether it is voice, converged voice and data or data only. Dedicated Technician service offer(s) and its associated charge(s) are specified in the price list.

b. Enhanced Remote Services (ERS)

The ERS service allows ordering activities to select enhancements to their Full Maintenance Coverage order. The ordering activity may select one or a combination of enhancements based on its own preferences and needs. Enhancements include Single Point of Contact, Agency, Agency with Off Board Alarming, Off Board Alarming Only and Voice Network Engineering. ERS service offer(s) and its associated charge(s) is specified in the price list.

c. Maintenance Per Incident (MPI) Support

Avaya provides ordering activities with Maintenance Per Incident Support on a per-call basis if the ordering activity has a maintenance agreement or when ordering activities require assistance outside the coverage terms of their service order or warranty. Maintenance Per Incident Support services are available for help line, administration, diagnostics, and on-site service support. Support is extended to all products supported by Avaya. Maintenance Per Incident Support offers and associated charges are specified in the price list.

d. Moves, Adds and Changes (MACs)

Avaya offers remote and on-site move, add, change and delete services for software, hardware or a network component. On-site services may be purchased at an hourly rate, a daily rate or block of hours. MAC service offer(s) and its associated charge(s) are specified in the price list.

e. Maintenance ASSIST

Maintenance ASSIST responds to the needs of ordering activities that purchase Avaya systems and applications but choose not to purchase Full Maintenance Coverage. Coverage includes access to the Avaya Support Website, Maintenance Software Permissions (MSPs) and Per Incident Maintenance Support at the applicable Per Incident Maintenance rate. This offer does not include support for adjuncts or terminals. Maintenance ASSIST ordering activities may request remote and/or on-site support. All on-site requests for Maintenance ASSIST activities receive the non-service agreement response objectives. Maintenance ASSIST service offer(s) and its associated charge(s) is specified in the price list.

**11. Work Not Covered**

a. Maintenance required to repair damages, malfunctions, or service failures caused by the following are not covered:

- (1) Actions of non-Avaya personnel
- (2) Failure to follow Avaya installation, operation or maintenance instructions, including your failure to permit Avaya remote access to your equipment
- (3) Attachment of non-Avaya equipment to the products
- (4) Failure of products not maintained by Avaya
- (5) Abuse, misuse, or negligent acts by the ordering activity
- (6) Fire, explosion, pest damage, power failures, power surges, lightning, strike or labor dispute, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy



shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond Avaya's control whether or not similar to the foregoing.

Avaya may agree to perform maintenance services in such instances on a Per Incident basis.

- b. AVAYA DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND AVAYA WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS.

## 12. Rate Provisions

### a. MAINTENANCE SERVICE AGREEMENT PRICING

- (1) Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term.

- (2) Utility-based Maintenance Pricing

- (i) Utility-based maintenance pricing ("Utility") applies to certain system types. Utility-based maintenance pricing includes both hardware and software except as noted below. Utility is calculated at a system level, using the "per-x" (i.e., per port, per agent, per mailbox) utility rate multiplied by the actual utility count obtained from the system. See the Utility-based Maintenance Price Table, at the end of this section 811212, for the utility rates for each system type. All other products, excluding "Adders", covered under a Utility quote or order, whichever is applicable, (i.e., data products, CRM software, small/medium telephony systems, peripheral products, UPS, paging systems, video) are priced at a component-based level. Component-based prices are listed in the Schedule Price List.

"Adders" are defined as optional hardware/software components that are part of the Avaya system. Adders carry an additional price to the base utility price for that product. See the Utility-based Maintenance Price Table at the end of this section 811212 for adder utility rates.

On certain Avaya products at or above a specific product release, software support is separately priced from hardware maintenance. On these releases, a "per-x" hardware utility rate requires the additional purchase of software support. The utility rate for hardware maintenance is included in the Utility-based Maintenance Price Table. Refer to SIN 511210/54151 for information pertaining to the purchase of software support.

Utility-based maintenance pricing applies to the Avaya system. Consequently, if/when products are added to the system, these products will not carry their own independent warranty. Rather, they will carry the same warranty that was purchased for the Avaya system. As a result, the maintenance services ordered under the utility-based maintenance pricing and the associated billing may commence, in some cases, during the Avaya product warranty period.

- (ii) Obtaining the utility counts:

Either at the time of quote and/or at the time of annual true up, the utility counts are based on the applicable system measurement.

Remote connectivity is the preferred method for obtaining utility counts. In cases where access is prohibited, the ordering activity agrees to generate specific reports for these products. Three options are available for obtaining utility counts.

- *Expert System Access (remote)* - Systems where remote access connectivity exists (i.e., dedicated INADS line), Avaya Expert Systems requires no additional steps.





- *On Demand Polling* - This method utilizes remote access connectivity to gain the required measurements through a pre-arranged temporary connection.
- *Manual Gathering* – This method involves manual gathering of specific system reports. The manual gathering is usually performed by the ordering activity and submitted to Avaya to compile the necessary measurements.

If Avaya is unable to obtain the utility counts by one of these three (3) methods, Avaya will not be liable for any inaccuracies in utility counts. Additional charges may be applicable if the ordering activity subsequently requests Avaya to inventory and correct utility counts.

(3) **Component-based Maintenance Pricing**

Component-based maintenance pricing is applicable to all Avaya products not covered by utility-based maintenance pricing. The component-based maintenance is priced on a per-component basis. Available component-based prices are listed in the price list.

(4) The component-based maintenance prices published in the price list or in the Utility-based maintenance price table located at the end of this section (SIN 811212) are the base maintenance prices. Uplift/discount factors may apply to the base maintenance price depending on the level of service required (i.e., Full coverage 8X5, 24X7, Remote Only Support 24x7). The uplift/discount factors are Avaya's then-current factors at time of quote/order. Contact your Avaya account representative for a configured maintenance price quotation (or contact the Avaya Customer Care Center at 800-492-6769).

(5) Should the ordering activity require maintenance outside their coverage hours or beyond the terms of their service, then additional charges will apply.

(6) If applicable, charges for travel and living will be invoiced in accordance with the Federal Travel Regulations.

b. **REPAIR SERVICE AND REPAIR PARTS**

(1) Per Incident charges as specified in the price list are dependent upon the type of equipment.

(2) If applicable, charges for travel and living will be invoiced in accordance with the Federal Travel Regulations.

(3) Multiple Machines. When repairs are ordered by an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

(4) Repair or replacement parts used in connection with remedial maintenance and repair to existing equipment or systems at Per Incident rates may be new, remanufactured, or refurbished, which are warranted as new. Dependent upon the warranty and or maintenance coverage, there may or may not be a charge for replacements parts. All parts will be warranted for a period to co-terminate with the warranty period of items serviced, and in accordance with the applicable warranty term in 33411, or the maintenance option selected in 811212.

### **13. Support Advantage (Hardware and Software Coverage)**

a. **ESSENTIAL SUPPORT COVERAGE**



**Equipment Maintenance and Repair**

**811212**

Essential Support coverage provides reactive 24x7 remote software and hardware support, access to service packs and access to web services for all eligible Supported Products and is the minimum coverage required to receive Avaya support on those eligible Supported Products.

**Essential Support is not offered as an option for any Supported Products with a Major Release launching on or after August 10, 2015.**

- (1) Remote Software and Hardware Support  
The ordering activity has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support or to raise questions about product configuration or general usability.

Avaya may require that only Avaya-authorized End Customer contacts are eligible to request support, verify the identity of End Customer contacts requesting support and limit the number of authorized contacts. Avaya’s remote support, including all electronic and telephone communications, is provided in the English language.

For all Supported Products under Essential Support, Avaya will use commercially reasonable efforts to commence support on the ordering activity’s request for remote support according to the following table:

Severity 1*	Severity 2*	Severity 3 & 4*
Within one (1) hour	Within two (2) hours	Within Standard Business Hours

\* **Severity levels are defined as follows:**

**Severity 1 - Outage Service Request:** A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround.

**Severity 2 - Severe Business Impact Service Request:** Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm’s ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

**Severity 3 - Business Impact Service Request:** Significant degradation to the system’s operation, maintenance or administration; requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above.

**Severity 4 - Non-Service Impact Service Request:** A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues. .

Upon receipt of a service request, Avaya will perform:

- Troubleshooting and diagnostics via telephone or on-demand remote connection
- Isolation and resolution of all reproducible problems
- Identification and resolution of any inconsistencies or errors in Avaya product documentation.

- (2) Web Services

The End Customer has access to web-based services available at <http://support.avaya.com>. Detailed instructions for access and use of each web service are posted on the support website. Avaya may require that only Avaya-authorized End Customer contacts are eligible to access the support website and may also limit the number of authorized contacts.

- (3) Minor Software and Firmware Updates and Service Packs



The End Customer has access to Product Correction Updates (“Update”) issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended Updates. Updates will be issued as End Customer, remote or technician installable and with a classification of 1, 2, or 3 depending on the product, level of severity and complexity.

	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
End Customer installable Update	End Customer installs	End Customer installs	End Customer installs
Remote installable Update	Avaya installs	Avaya installs	End Customer installs
Technician installable Update	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during Standard Business Hours when Support Advantage Onsite Support is purchased

- The End Customer must register for Avaya E-Notifications in order to receive Updates.
- The End Customer may contact Avaya at no additional charge with general questions about End Customer-installable Updates.
- At the End Customer’s request, Avaya will remotely perform the installation of an End Customer-installable Update, subject to the End Customer’s express approval of time and material charges using Avaya’s then current Maintenance Per Incident rates. Maintenance Per Incident charges also apply to any End Customer installable Update required to complete an open Avaya service request.
- Certain Avaya remote installable Updates may require the insertion of End Customer provided media in a local drive at the End Customer’s location, and that activity will be the End Customer’s responsibility.
- System backups are the End Customer’s responsibility and Avaya’s installation of an Update does not include any system backup.
- In most circumstances, updating to the latest Minor Release and/or Update version of a product will be required before application of any additional Updates to address a problem.
- Support does not include software or hardware upgrades. If the Update requires a software or hardware upgrade, Avaya will provide the Customer with a separate cost estimate prior to performing any such upgrade.

(4) **Maintenance Software Permissions (MSPs) and DADMIN Logins**

Maintenance Software Permissions (MSPs) and DADMIN logins are applicable only to all Avaya Aura® Communication Manager (CM) Releases, including earlier versions such as DEFINITY®, G3V4 – R7 and G3V3.

MSPs provide the technological ability to execute certain on demand maintenance commands to a customer that is logged into an Avaya PBX system using a username and password



reserved for customers (called a “Customer Login”). In this way, MSPs provide support services capabilities used to respond to some alarms and to aid in identifying and resolving problems with a system.

Customers may have access to MSPs, at no charge. One way to request MSPs is through Avaya’s MSP Activation page (<https://support.avaya.com/MSPActivation>).

For all Avaya PBXs sold before May 2008, including CM 4 and earlier releases, both the customer that purchased the PBX and any agent acting on its behalf – including an unauthorized maintenance provider (“UMP”) or independent service provider (“ISP”) – may use MSPs at no charge.

Customers that purchased Avaya PBXs since May 2008, including CM 5.0 and later releases, also have access to MSPs at no charge, but such customers might breach their contracts with Avaya by allowing an UMP or ISP (or any other agent that is not authorized by Avaya) to use the on-demand maintenance commands enabled by MSPs.

The DADMIN login was developed for and is licensed only to Avaya’s authorized channel partners, subject to customer approval and Avaya authorization. The DADMIN login provides the partner with support services capabilities. DADMIN logins may be used only by authorized partners in accordance with the applicable Avaya license terms. DADMIN logins are not transferable or assignable, and they are not to be provided to customers or any unauthorized third parties.

Three other levels of Avaya Logins also exist – CRAFT, INADS and INIT – but these logins are reserved for the exclusive use of Avaya associates. UMPs do not have a license or permission from Avaya to use CRAFT, INADS, INIT or DADMIN logins.

For additional information about MSPs or DADMIN logins, please refer to Avaya’s Intellectual Property Policy for Customers and Partners.

(5) Support Limitations for Essential Support

- For Supported Products that are not configured in accordance with Avaya’s documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of or in connection with non-documented configurations and/or the Supported Products’ interoperation with any other non-Avaya products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment (“Standard Operating Environment”).
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the ordering activity may be charged time and material charges using Avaya’s then-current Maintenance Per Incident rates for Avaya’s efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.
- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the Customer or third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the Customer’s configuration changes are not included in



the scope of this Service Description. If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.

- Avaya will not be held responsible for any loss due to the use of its products in a nonstandard operating environment.

b. PREFERRED SUPPORT COVERAGE

***If the Ordering Activity purchases Preferred Support, coverage includes all of the services included in Essential Support in addition to the Preferred Support services described in this section.***

***For all new major software releases that become Generally Available beginning with Aura R8, Preferred Support includes the Upgrade Advantage entitlements (see Section c below upgrade advantage coverage). For all major software releases that were Generally Available prior to Aura R8, Upgrade Advantage is a separately orderable offer.***

Preferred Support coverage provides proactive remote support for all eligible Supported Products that offer this capability.

(1) Proactive Remote Software and Hardware Support

For all Supported Products under Preferred Support, Avaya will use commercially reasonable efforts to commence support on an ordering Activity request for remote support submitted to an Avaya Service Center via telephone or website according to the following table.

	Severity 1*	Severity 2*	Severity 3 & 4*
<b>Requests submitted via website</b>	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
<b>Requests submitted via telephone</b>	Within one (1) hour	Within two (2) hours	Within Standard Business Hours

*\*See definition for Severity levels in Essential Support Coverage*

- Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT Systems<sup>SM</sup> Diagnostic Tools where applicable, to detect system-generated alarms.
  - EXPERT Systems<sup>SM</sup> will diagnose and attempt to resolve system-generated alarms.
  - Unresolved alarms will automatically be routed to an Avaya Engineer for troubleshooting and diagnostics.
- In the event of unresolved major alarms (assigned as a Severity 2 Service Request) detected and referred by EXPERT Systems, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
- Unresolved minor alarms (assigned as a Severity 3 Service Request) detected and referred by EXPERT Systems will be worked during Standard Business Hours.
- The Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
- The Customer may use the Manage Alarms tool to block the creation of product alarm cases for a Sold To location and (optionally) for a specific product that supports this feature.



(2) Exclusions from Essential and Preferred Support

The following exclusions apply to Essential and Preferred Support coverage:

- Onsite support. If the ordering activity's requirements necessitate an on-site technician, Avaya will dispatch a field technician to the ordering activity's site (where geographically available) subject to the ordering activity's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates, where available and appropriate.
- Parts or advanced parts replacement.
- Any customized system features, configuration changes or reports.
- The capture of off-board alarms for trunk interfaces (Essential Support only).
- Interfacing directly with the ordering activity's network carrier or service provider (Preferred Support only).
- Support for the Secure Access Policy Server software beyond general usability questions.
- Implementation, installation, and customization services that may be required and that may be provided by Avaya at an additional cost.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the ordering activity or the ordering activity-authorized party modified the product in any manner, shall not be covered.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the ordering activity's own network or the public network).
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the Service Description.

**Note: The Avaya Service Description document that describes the deliverables and requirements for the Essential and Preferred Support options and Upgrade Advantage in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.**

c. UPGRADE ADVANTAGE COVERAGE

Upgrade Advantage is available when Support Advantage Essential or Preferred Support coverage is in effect.

**(Upgrade Advantage is priced and billed separately from Support Advantage with these exceptions:**

- a. All new major software releases that become Generally Available beginning with Aura R8, wherein Upgrade Advantage is included in the Support Advantage offer;
- b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service), wherein Support Advantage, Upgrade Advantage, and the license are included in a single price;
- c. Products licensed as a Subscription, wherein Support Advantage, Upgrade Advantage, and the license are included in a single price.)





- When the Ordering Activity purchases Upgrade Advantage, it enables them to upgrade their Avaya provided software user/session licenses to the latest Major Release, if and when available. Upgrade Advantage covers the application software user/session licenses but does not cover any infrastructure or operating environment software that may be necessary.
  - Upgrade Advantage is only available on Avaya's then most current Major Release and is not available on prior Major Releases. Ordering Activity recasting from a Software Support + Upgrade to a Support Advantage agreement that did not upgrade during the agreement term are eligible for Upgrade Advantage. Ordering Activity may also retain their Upgrade Advantage coverage, at then current terms and conditions, when renewing a current Support Advantage + Upgrade Advantage agreement.
  - Under the Upgrade Advantage option, the ordering activity may register at <http://support.avaya.com> to receive notices when new Major Releases of Avaya-provided software become commercially available.
  - During the term of the Upgrade Advantage subscription, the ordering activity:
    - Must maintain active Essential or Preferred Support coverage,
    - Will have access to the features and functions of each new Major Release at no additional charge beyond the Upgrade Advantage support contract fee,
    - Will receive instructions on how to download each new Major Release, where applicable.
  - All associated Upgrades of Major Releases must be scheduled and implemented during the coverage term of the Upgrade Advantage support contract.
  - Avaya will not require the ordering activity to upgrade their software unless Avaya has advised the ordering activity that corrections to certain problems may only be available through a more current release of software.
  - Billing for the Upgrade Advantage option will occur even if the ordering activity fails to exercise Upgrade rights before the end of the Upgrade Advantage coverage term.
- (1) Products Requiring Upgrade Advantage Attach
- **Upgrade Advantage is required to be purchased on the following products regardless of Major Release date:**
    - Applications supporting the Fabric Networking solutions. Upgrade Advantage is not required, nor applicable, to any hardware within the Fabric Networking solution, as the operating system is an inherent part of the solution.
    - Customer Service Editions (CSE).
    - Workforce Optimization (WFO).
  - **Upgrade Advantage is included in:**
    - Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service), CCaaS (Contact Center as a Service), xCaas (Unified Communications, Contact Center and Video as a Service) and the new Avaya Enterprise Cloud; xCaas offerings ;
    - SA Preferred for all major releases that become Generally Available beginning with Aura R8.

Upgrade Advantage must be renewed when Support Advantage support is renewed, and it may not be renewed at any other time.



When a Support Advantage support is terminated or expires and is not renewed, Upgrade Advantage is terminated or expires at the same time. It is not possible to terminate Upgrade Advantage on active Support Advantage support.

(2) Exclusions from Upgrade Advantage

The Upgrade Advantage option only applies when upgrading a covered software product from one Major Release to a subsequent Major Release. It does not include:

- Design support, installation, professional services or other service charges.
- Any provisioning of the software.
- Any and all equipment costs.
- Upgrading of components located in an ordering Activity “crash kit” or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project Management costs.
- Upgrades to any and all adjunct software applications.
- New feature functionality or capacity requirements associated with additional software licensing.
- Migration of software application to a new or different hardware or software/operating system platform.

d. PARTS COVERAGE

Ordering activities must purchase Essential Support or Preferred Support before purchasing the Parts option. Where geographically available the ordering activity may elect from the following levels of Parts coverage:

- **Parts, Next Business Day**
- **Parts, 8x5x4**
- **Parts, 24x7x4**

Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

Parts Coverage	Next Business Day	8x5x4*	24x7x4*
<b>Critical Component</b>	If the request is received before 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive the following business day.	If the request is received before 1:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive within four (4) Standard Business Hours.	If the request is received any time of day, the replacement part is shipped to arrive within four (4) hours.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive in two (2) business days.	If the request is received after 1:00 p.m. local site time during Standard Business Hours but before 5:00 p.m., the replacement part is shipped to arrive no earlier than the following business day.	If the request is received before 5:00 p.m. local site time during Standard Business Hours but delivery within four (4) hours is not requested, the replacement part is shipped to arrive no earlier than the following business day.
	If the request is received before 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive the following business day.		





<b>Non-Critical Component</b>	If the request is received after 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.
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\* Critical Components are shipped to arrive within four (4) hours when submitted as a Severity 1 or Severity 2 Service Request.

(1) Exclusions from Parts Coverage

The following exclusions apply to Parts coverage:

- Advance replacement of terminals unless the ordering activity has purchased the Terminal Replacement coverage option that is priced and billed separately.
- Media or Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the ordering activity or the ordering activity's authorized party modified the product in any manner, shall not be covered.
- Furnishing of accessories or the replacement of consumable parts, such as, but not limited to:
  - headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels, removable media or other accessories is not covered.
  - Uninterruptible power supply and direct current batteries are not covered outside of the U.S.
  - Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya. Batteries are considered a consumable product and replacements must be purchased.
- Onsite support.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the ordering activity responsibilities section of the Service Description.

(2) Support Limitations for Parts Coverage

- For eligibility under the **Parts, 8x5x4** and **Parts, 7x24x4** coverage options, the Supported Products must be installed and located within 100 driving miles from an Avaya parts stocking location (list located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage)).
- Advanced replacement for parts, end users or sites that require an individual export license are contingent upon obtaining the applicable license and permits.
- International shipments require customs clearance procedures that may delay scheduled delivery of the advance replacement part.
- Shipment of the advance replacement part will be scheduled using generally available, standard shipping services and does not include premium shipping or transportation services to guarantee arrival date or time for a single shipment.
- Replacement of Avaya-licensed software:
  - Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the ordering activity.



**Equipment Maintenance and Repair**

**811212**

- The ordering activity will maintain control of the original software media including creation of backup copies.
- Avaya will provide instructions available at <http://support.avaya.com> where the ordering activity's designated representative can download software and make backup copies of the originally licensed software if it is a currently supported release and if replacement at no charge is allowed by the software license.
- If the lost release is not currently supported and the ordering activity has not purchased the Upgrade Advantage option, the ordering activity must pay for an upgrade to the currently supported release.
- Replacement of media may be subject to additional charges.

**e. TERMINAL REPLACEMENT**

Terminal Replacement is available when Parts or Onsite Support coverage is in effect. This option is priced and billed separately. Terminal replacement provides an option for the ordering activity to purchase an add-on service for the advance replacement of Avaya terminals.

This service provides advance replacement of any covered terminal ordering activity or Avaya determines to be inoperative. Advance replacement of the Avaya terminals will be provided per the terms and procedures described in the Parts Coverage section of the Service Description.

**f. ONSITE SUPPORT COVERAGE**

Onsite Support coverage provides onsite technical support. Ordering activities must purchase Essential Support or Preferred Support before purchasing Onsite Support. Where geographically available the ordering activity may elect from the following levels of coverage:

- **Onsite Support 8x5** – Onsite technician support is provided during Standard Business Hours.
- **Onsite Support 24x7** – Onsite technician support is provided twenty-four (24) hours per day, seven (7) days per week for Severity 1 and Severity 2 failures and during Standard Business Hours for all other onsite support.

(1) Onsite Support coverage includes the following services:

- If Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.
- Installation of technician-installable Updates (a Product Correction Notice (PCN), minor software or firmware update or service pack), according to the following chart.

	Type of Coverage	
	Onsite Support 8x5	Onsite Support 24x7
<b>Class 1 and 2 Updates</b>	During Standard Business Hours*	24 hours per day, 7 days per week
<b>Class 3 Updates</b>	During Standard Business Hours*	During Standard Business Hours*

\*Updates will be installed after Standard Business Hours upon ordering activity request and subject to the ordering activity's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.

- Other Onsite Support that is mutually agreed and scheduled.



Once Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya field technical resource or designated resource:

- Within four (4) hours for a Severity 1 or 2 request
- If the ordering activity has purchased 24x7 Onsite Support, the scheduled arrival time will be based on site access and availability of the ordering activity's authorized representative.
- If the ordering activity has purchased 8x5 Onsite Support, Avaya will provide out of hours support for a Severity 1 or 2 request upon ordering activity request and subject to the ordering activity's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- Within two (2) Standard Business Hours for a Severity 1 or 2 request if the site is located within a certain major metropolitan area and only for eligible Supported Products (i.e., Communication Manager).
- By close of the next business day during Standard Business Hours for a Severity 3 request.
- As mutually agreed during Standard Business Hours for any other onsite support.

(2) Exclusions from Onsite Support Coverage

The following exclusions apply to Onsite Support:

- Remaining onsite outside of Coverage Hours or after resolution of a problem in the Supported Products.
- Providing standby service, such as the ordering activity requesting field technicians to be present on the ordering activity's premises during electrical power shutdowns, disaster recovery tests, or special events.
- Trouble isolation and fault management associated with the installation of Updates other than to correcting faults for a Standard Operating Environment.
- Advance replacement of terminals unless the ordering activity has purchased the Terminal Replacement coverage option that is priced and billed separately.
- Replacement of parts that are consumables, accessories or minor materials.
- Customized system features or reports created by the ordering activity or third parties. If Avaya determines that a problem is due to the ordering activity's or a third party's custom application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products or terminal replacement.
- Customization of, or labor to install, a software application on the Supported Product.
- Services and all support not directly attributable to a fault in Supported Products (including faults in the ordering activity's own network or the public network).
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the ordering activity Responsibilities section of this Service Description.

**Note: The Avaya Service Description document that describes the requirements and deliverables for the Onsite Support option in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.**

g. ADVANCED SERVICES COVERAGE OPTIONS



The Advanced Services coverage options included in this section are for Avaya software and hardware products (“Supported Products”). The ordering activity may purchase the Advanced Services coverage options only if the Supported Products are receiving Avaya Support Advantage coverage as indicated below.

- (1) Advanced Services available with either Avaya Support Advantage Essential or Preferred Support:
  - **Client Service Manager**
  - **Product Correction Support**
  - **Software Release Maintenance**
  
- (2) Advanced Services available with Avaya Support Advantage Preferred Support:
  - **Agency**
  - **Enhanced Monitoring**
  - **Remote Backup Administration**
  - **Single Point of Contact**

Avaya reserves the right to add or delete eligible Supported Products as its sole discretion. Each coverage option is priced and billed separately. The Avaya Service Description document provides details of the Advanced Services coverage options and is available upon request.

h. **ADVANCED SERVICES LOCAL ADVANTAGE SUPPORT COVERAGE**

**(1) Local Advantage Support Coverage**

- Local Advantage is an Advanced Services option available as an add-on to a customer’s Avaya support coverage. It is an incrementally paid for “Advanced Service” and is represented as a separate contract line item along with a customer’s Utility or Support Advantage coverage. It is not available for customers under SSI coverage. After the purchase of Local Advantage coverage, support will be provided on the customer’s Avaya switch, terminals, and applications including call management, voice response, and messaging systems, which are covered under an Avaya Service Agreement.
  
- Local Advantage coverage is provided to customers by responding to their Avaya product maintenance related support with personalized service front ended by a designated team of U.S. Citizens, resources who have routine and current background investigations updated every three years and Government issued security clearances when required.
  - 9 Panel Drug Screen, Criminal Conviction Felony and Misdemeanor Search, Global Sanctions and Enforcement Check, I-9 Employment Eligibility and E-Verify
  - If a U.S. Government issued Security Clearance is required in the customers support model, the fees associated with obtaining the clearance is not included in the Local Advantage offer and is the customer’s responsibility and will be billed accordingly.

**Note: The Avaya standard service description document that describes the deliverables for Local Advantage Support Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.**



**Note: On occasion, the US Remote Technical Engineers may need to collaborate with additional support Engineers that may not be US Citizens. In cases of this nature, the U.S. Remote Technical Engineers will be the primary connection point into the network and will collaborate as necessary.**

- Local Advantage includes the following service elements:
  - U.S. Based Remote Technical Engineers and Onsite Field Technician Resources
  - Service Incident Management
  - Service Incident Coordination
  - Field Technician Dispatch Coordination
  - Access to Tier II, III & IV Remote Technical Support

**(2) Local Advantage Service Element Descriptions**

- **U.S. Based Remote Technical Engineers and Onsite Field Technical Resources**

Customers who purchase Local Advantage will receive Maintenance Day 2 support from Avaya Remote Technical Engineers and Field Technician resources who are U.S. Citizens and additionally complete the Background Screening Program. This pertains to the Avaya associates who would perform Maintenance Day 2 support and **not include** Avaya associates in roles such as Sales Account Manager, Sales Engineers, Orders Entry and Facilitation Associates, Avaya Client Services Operational Staff, or Avaya Client Services Supervisors.

For covered International locations, Remote Technical Engineer support for International locations is included. Local Advantage **does not include** support for a customer's international locations under onsite coverage to be delivered by U.S. Citizen Field Technician support but by standard in country Field Technician resources.

- **Service Incident Management**

Through the Avaya Support Website (ASW) customers receive the support they need for both major and minor service request support facilitated by the Local Advantage designated team. Avaya provides the highest levels of system and voice network expertise with a designated team of Tier II and Tier III Remote Technical Engineers to handle remote maintenance for Local Advantage customers.

Local Advantage customers receive case management on minor and major trouble reports as follows:

- **Business Impact (Severity 3) and Non-Service Impact (Severity 4) Minor Service Incidents** - Local Advantage does not include proactive case management or customer notification regarding Business Impact or Non-Service Impact Service Incidents. Business Impact and Non-Service Impact Services Incidents are defined in the customer's service agreement and the appendix within this document. To open new cases or to receive status of existing cases for minor troubles, customers should go to the Avaya customer support web site which is available 7x24 at <http://support.avaya.com/>. With support for minor service incidents, the Avaya support team will follow instructions in special handling notes, which have been mutually approved by Avaya and the Local Advantage customer for support of minor troubles.



- Upon any customer contact for minor troubles the customer will be assisted in finding status on troubles through the Avaya Support Website. Through the Avaya Support Website a customer can sign up to receive proactive case status alerts and updates that will keep them posted as their incident is resolved.
- Dispatch Information
- Escalation Information
- Closure information
- On all minor DS1 Alarms which are not cleared by EXPERT Systems<sup>SM</sup>, or the switch, for customers under Support Advantage Preferred the customer contact will be notified and informed of the following if they sign up to receive case status alerts:
  - **Outage (Formerly Severity 1) and Severe Business Impact (Formerly Severity 2) Major Service Incidents** - Customers will be notified proactively via email to the primary contact in Siebel by the Local Advantage Remote Technical Engineers team of all Outage and Severe Business Impact Service Incidents defined as major troubles, which are not cleared by EXPERT Systems<sup>SM</sup>. Outage and Severe Business Impact Major Services Incidents are defined in the customer's service agreement and the appendix within this document. The Technician or Engineer will determine with the customer the most effective way to handle each Major Service Incident. Through the designated Local Advantage team or case status alerts for ASW:
    - The customer contact will be notified upon receipt of not cleared major trouble.
    - The customer contact will be notified upon completion of remote diagnostics.
    - The customer contact will be notified with each change in status such as:
      - ▶ Trouble dispatched
      - ▶ Tier 3 or 4 escalation
      - ▶ Equipment to be ordered
      - ▶ Remote commitment time to be changed\*
      - ▶ Remote commitment missed\*
      - ▶ Remote closure\*

**\*Troubles which are referred for dispatch will be marked by field support.**

If a customer has a need to open a new service request for a major service incident not identified by the Local Advantage team, or they would like to see status of a current service request for a major service incident, customers can go to the Avaya Support Website which is available 7x24 at <http://support.avaya.com/>.

If a customer would like to contact the Local Advantage Remote Technical Engineer team directly for support of a major service incident, they can also call directly Avaya's toll free number and they will be routed accordingly to the designated Local Advantage team. However, customers are encouraged to use the Avaya Support Website and sign up for proactive Case Status Alerts that will keep the customer posted as the trouble ticket moves through the necessary steps to resolution.

The Customer has access to web-based services available at <http://support.avaya.com/>. Detailed instructions for access and use of each web service are posted on the support





website. Avaya may require that only Avaya authorized Customer contacts are eligible to access the support website and may also limit the number of authorized contacts. Web services include:

**Avaya E-Notifications** – Register and receive proactive notifications via email anytime new and modified product documentation and downloads are posted on the support website. These announcements include Product Correction Notices, Security Advisories, End of Sale Notices, Services Support Notices and User Guides.

**Case Status Alerts** – Register for proactive email or text message alerts on the status of an Avaya service request.

- **Service Incident Coordination**

Local Advantage customers benefit from coordination of service incidents across Avaya organizations and platforms. The designated Avaya Remote Technical Engineer resources supporting Local Advantage customers partner with other Avaya groups such as Tier IV, Network Integration Center (NIC), Regional Services Engineers (RSE), Avaya Professional Services, Data Services and the Field Services Organization on the customer's behalf to provide unified service.

If the support required resolving a customer's minor or major service incident outside of the immediate team of Local Advantage delivery resources, then the Local Advantage delivery resources will own the case coordination and manage the point of connectivity by the additional Avaya resources.

- **Field Technician Dispatch Coordination**

When an onsite Avaya Field Technician visit is required, EXPERT Systems Intelligent Dispatch recommends the parts and repair strategy needed to clear the trouble on the first visit. The designated team of Avaya Remote Technical Engineer resources supporting Local Advantage customers will refer and case manage required dispatches into the Field Services Organization. This strategy helps customers maximize system uptime. If onsite coverage is not in place, time and material charges will apply

For onsite dispatches within the continental United States, Avaya Field Technician personnel will meet the requirements set forth in the Local Advantage offer. For onsite Field Technician dispatches in support of International locations, local internationally based Field Technician resources will be used who may not be U.S. citizens.

- **Access to Avaya Tier II, III and IV Remote Technical Support**

Local Advantage customers have a designated pool of Avaya Remote Technical Engineer resources that provide case management at the Tier II and III level. When additional help is needed, escalation through Tier IV expertise is immediate. This designated team shares knowledge and expedites trouble coordination and resolution. Tier III engineers will coordinate and case manage Avaya Tier IV and Labs Maintenance Requests.

**(3) Exclusions from Local Advantage Support**

Local Advantage support does not include the following:



- Maintenance trouble shooting or maintenance referrals for customer's LAN/WAN networks
- Local Advantage team will not be in receipt of Customer's SNMP Alarms.
- Onsite support by U.S. citizens for international locations under onsite coverage

**(4) General Local Advantage Information**

- **Site Requirements**

Avaya support coverage is mandatory. The supported sites and products must be covered at a minimum by a current Avaya Maintenance Agreement that includes monitoring like Support Advantage Preferred. For customers that may not allow remote connectivity, special provisions can be considered through the special bids access.

- **Delivery Time Table**

On acceptance of the executed and signed Customer Service Agreement Avaya will initiate the steps required to onboard the customer. Typically it takes approximately six weeks to complete customer onboarding for support under the Local Advantage offer to begin.

- **True Up**

Avaya may perform true ups to determine if additional Software Licenses have been added to Supported Products and bill for the additional Local Advantage coverage.

i. GENERAL

(1) Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the ordering activity that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) physically delivered to the ordering activity premises.

(2) True Up

Avaya may perform true ups to determine if additional Software Licenses have been added to Supported Products. Avaya will notify the Ordering Activity of increased licenses and request modification to order to allow for invoicing of the additional licenses going forward.

For CaaS solutions, Avaya will utilize the CaaS solution capabilities (ex. Avaya Contact Center Control Manager (ACCCM)) to perform monthly peak usage true ups (one month in arrears) to identify Software Licenses in use. This information will be used for monthly Avaya invoicing. Minimal invoicing thresholds apply per the CaaS offers. Reductions in support fees are not permitted except at renewal

(3) Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The new support coverage is based on the total number of licenses, servers or gateways (as applicable based on the relevant billing metric) to be covered. The re-initiation fee is a one-time fee based on the Avaya Re-initiation policy. The applicable re-initiation fee is the fee in effect at the time the new coverage is established and will be invoiced and payable with the first billing of the new coverage.





- Note: (i) The re-initiation fee is subject to change at any time.  
(ii) Re-initiation fees are not discountable.  
(iii) Time and Materials (T&M) support is not available if a support contract has lapsed.  
(iv) Support and upgrade entitlements are not available the day after the expiration date of the support contract.

(4) Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

- (i) Supported Products classified by Avaya as "not ordering activity-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
- (ii) Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the ordering activity is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

(5) Coverage Required for Software on a Single Application or Application Bundle

All licenses for a single application on a single server must have the same level of coverage (i.e., Essential Support or Preferred Support). If the ordering activity is found to have varying levels of coverage on the licenses for a single application or for a single server, licenses covered at a lower level of coverage will be brought up to the higher level of coverage and a new order shall be issued for the incremental charge, calculated to be coterminous with existing coverage.

Where licenses for the same application are consumed in a hybrid model (for example: Perpetual and Subscription), ALL licenses must have active coverage and where available, the same level and method of coverage.

Subscription licenses are only available on the most current release and must include Upgrade Advantage. To be able to have both subscription and perpetual licenses in the same application, the perpetual licenses will (i) need to be upgraded to the most current release; (ii) include Upgrade Advantage; and (iii) have the same contract selling model as the Subscription licenses.

(6) Coverage Required for Hardware Components Within the Same System

All Avaya servers and gateways that are part of the same system at the same site must have the same level of coverage (i.e., Parts or Onsite Support). If the ordering activity is found to



have varying levels of coverage on servers and gateways that are part of the same system at the same site, the servers or gateways covered at a lower level of coverage will be brought up to the higher level of coverage and a new order shall be issued for the incremental charge, calculated to be coterminous with existing coverage.

(7) Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). All integrated solutions must be covered by at least Essential Support. If the ordering activity is found to have fragmented coverage whereby one application is not covered by at least Essential support, the ordering activity will be notified of the coverage requirements. In the event that coverage is not initiated on the uncovered solution(s) within ninety (90) days of such notification, support on the covered solution will be cancelled and the ordering activity credited for any remaining term. A list of integrated solutions is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

(8) Coverage Required for Avaya Independent Products or Applications at Same Site (Essential or Preferred Support)

All Avaya Supported Products at a single location that are not integrated with each other can be covered by different levels of Support Advantage coverage.

(9) Coverage for Avaya Independent Products or Applications at Same Site (Parts or Onsite Support)

All Communication Manager, Modular Messaging and Call Management System Supported Products at a single location can be covered by different levels of Support Advantage hardware coverage. All other Supported Products must be covered by the same level of Support Advantage hardware coverage.

**Note: The Avaya Service Description document(s) that describes the requirements and deliverables for the Support Advantage option(s) in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.**

## 14. Avaya Packaged Services General Assumptions

a. Service Description Documents

The Services Description Document (SDD) describes the Packaged Services to be provided by Avaya as well as associated Customer responsibilities for the Packaged Services offerings. The SDD is an attachment to the quote. The SDD serves as the Statement of Work ("SOW") for the defined Packaged Services covered in each individual SDD and governed by the general assumptions in this section. In the event of a conflict between the SDD, general assumptions and the GSA Schedule, the terms and conditions of the GSA Schedule will control. Unless otherwise defined in the SDD, capitalized terms used in the SDD will have the meanings specified in the GSA Schedule.

b. Assumptions

(1) General



**Equipment Maintenance and Repair**

**811212**

- The completion of Services is based on the parties carrying out their responsibilities in a timely manner as defined in the SDD.
  - All documentation and custom-developed materials provided by Avaya will be in Avaya format.
  - Unless otherwise stated, Services will be delivered remotely.
  - If applicable travel and living expenses will be invoiced in accordance with the Federal Travel Regulations.
  - In the case of equipment being replaced by Avaya, Customer is responsible for removal from its premises and disposal of the replaced equipment.
  - For interoperability issues that arise during the implementation, Avaya will work with Customer and other vendors to identify the cause of the issues. Once it is established that the issue is not related to Avaya work or components, Customer will be responsible to work with its vendors to identify the cause and work toward resolution.
- (2) Technical
- For remotely delivered Services, access through a high-speed Internet connection via Avaya Secure Access Link (SAL) will be required.
  - Servers targeted for integration must be attached to a network with no impediments to intercommunication between the devices.
  - For Voice over Internet Protocol (VoIP) solutions, Customer network will be ready to support VoIP traffic.
  - Avaya will notify Customer in advance of each planned cutover; systems may be unavailable during this time.
  - Customer-provided hardware, software, and network must meet minimum Avaya requirements as outlined in the product support documentation available at <http://support.avaya.com>. Customer may request assistance from its Avaya account team to download this documentation, if necessary.
- (3) Environmental
- For physical installations, Customer equipment room shall meet the minimum Avaya environmental requirements as outlined in the product support documentation available at <http://support.avaya.com>.
- (4) Work Hours
- Standard Work Hours: This project has been quoted to include all non-service affecting work performed during standard service hours 08:00 to 17:00 (local time) Monday through Friday, excluding Avaya designated holidays. Unless otherwise stated in the correspondent SDD for the services ordered.
- c. General Customer Responsibilities
- Designate a single Customer point of contact for Avaya who will have a thorough understanding of Customer's business requirements and technical environment, and will be able to represent Customer on all business and technical decisions.
  - Provide access to the Customer network, facilities and personnel as required for the delivery of the Services of described in the SDD documents.
  - Provide resolution of network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, or other impediments.
- d. Acceptance Criteria
- At the completion of the services described in the SDD, Avaya will provide Project Completion Notice (PCN) for both Product and Services. Customer will have a thirty (30) calendar day Acceptance Period to sign the PCN or reject it in writing. Absent a signed PCN or a written



rejection notice, the project will be deemed accepted on the 31st day following the date that Avaya issues the PCN.

## **15. Invoices and Payment**

### **a. Maintenance Service**

- (1) Invoices for maintenance service shall be submitted by Avaya on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

### **b. Repair Service and Repair Parts**

Invoices for repair service and parts shall be submitted by Avaya as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with Paragraph #12, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



## Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 54151S)

### 1. Scope

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Multiple Award Schedule.
- b. Avaya shall provide services at Avaya's and/or at the ordering activity location, as agreed to by Avaya and the ordering activity.

### 2. Performance Incentives

- a. Performance incentives may be agreed upon between Avaya and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by Avaya to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate Avaya. Incentives shall be based on objectively measurable tasks.

### 3. Order

- a. Ordering activities may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Orders issued on or before the expiration of the contract shall be fulfilled through the completion date of such order. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### 4. Performance of Services

- a. Avaya shall commence performance of services on the date agreed to by Avaya and the ordering activity.
- b. Avaya agrees to render services only during normal working hours, unless otherwise agreed to by Avaya and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Avaya travel required in the performance of IT Services must comply with the Federal Travel Regulation or joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Avaya travel. Avaya cannot use GSA city pair contracts.



**5. Stop-Work Order (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**6. Inspection of Services**

The inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986)(Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

**7. Responsibilities of the Contractor**

Avaya shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

**8. Responsibilities of the Ordering Activity**

Subject to security regulations, the ordering activity shall permit Avaya access to all facilities and provide general site preparation necessary to perform the requisite IT Services.



## **9. Independent Contractor**

All IT Services performed by Avaya under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity, unless specifically provided in writing by the ordering activity.

## **10. Organizational Conflicts of Interest**

### **a. Definitions.**

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

### **b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.**

## **11. Invoices**

Avaya, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. Payments**

For firm-fixed price orders the ordering activity shall pay Avaya, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II - Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II - Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

## **13. Resumes**

Resumes shall be provided to the GSA Contracting Officer or the ordering activity upon request.

## **14. Incidental Support Charges**

Incidental support charges are available outside the scope of this contract. The charges will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.





**15. Approval of Subcontracts**

The ordering activity may require that Avaya receive, from the ordering activity, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. Description of IT Services and Pricing**

- a. A description of each type of IT Professional Service is specified in the price list.
- b. IT Implementation Services apply when an installation requires more than the standard “plug and play”, one-time installation charge. A Statement of Work (SOW) is required for these more complex technical services to insure there is a mutual understanding of the work being performed to complete the Government installation. A description of each type of IT Implementation Service is specified in the price list.
- c. The following Job Titles and descriptions apply to Implementation and/or Professional Services SOWs. Contact your local Avaya representative for a SOW price quotation.

<b>Job Title</b>	<b>Minimum/General Experience</b>	<b>Functional Responsibilities</b>	<b>Minimum Education</b>	<b>Material Code</b>	<b>Hourly Rate</b>
<b><u>Advanced Solutions Architect</u></b>	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Performs and oversees the technical design of complex IT-based projects. Leads technical contributions on projects requiring multi-vendor technologies and large complex integrations. Provides directions and resolutions to a diverse range of complex technical problems including but not limited to: 1. Telephony, 2. Messaging, 3. Conferencing, 4. Networking, 5. Call Center Applications (IVR, Outbound dialing, reporting, call center routing, etc.)	Bachelor’s degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing, and video. Experience with Avaya, Genesys, Nice, Verint, Nortel, Siemens, and Cisco VOIP communications platforms and Microsoft or IBM communication applications.	244970	\$296.22
<b><u>Applications Solutions Consultant</u></b>	Technical competency in the system analysis, development, and implementation of enterprise level contact center (CC) and unified communication (UC) applications	Responsible for formulating and defining system scope and objectives. Develops detailed technical specifications for enterprise level contact center and unified communications applications including but not limited to the following: 1. Interaction Center and CTI applications, 2. Interactive Response, Voice Portal, and Speech applications, 3. Contact Center reporting products (CMS, IQ, BCMR), 4. Proactive Contact (Outbound Dialer) application, 5. Modular Messaging, 6. Meeting Exchange. Designs, codes, tests, debugs, and documents CC and UC applications.	Bachelor’s degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing and video. Experience with Avaya, Genesys, Nice, Verint, Nortel, Siemens, and Cisco VOIP communications platforms and Microsoft or IBM communications applications.	244971	\$222.17





**IT Professional Services**

**54151S**

<b>Job Title</b>	<b>Minimum/General Experience</b>	<b>Functional Responsibilities</b>	<b>Minimum Education</b>	<b>Material Code</b>	<b>Hourly Rate</b>
<b><u>Call Center Consultant</u></b>	Demonstrated proficiency with implementing new contact center operations, upgrades of existing contact centers, performance evaluations of existing contact center designs and provide training to call center management.	Responsible for the design, and development of basic, complex and advance contact center environments. Provides resolutions to a diverse range of technical problems covering call flow (call center) optimization, call center reporting, vector designs, agent skills, etc. Provides Contact Center Training consisting of Basic to Advanced Contact Center implementation, end user reporting analysis and consultation, as well as Agent Application training.	Bachelor's degree, preferably in Industrial Engineering or equivalent experience. ACACN Certification. Completion of various contact center technology courses including but not limited to: 1. CMS Supervisor Administration, 2. System Administration for Call Center and System Call Vectoring courses.	244972	\$246.85
<b><u>CIS Regional Services Engineer</u></b>	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Supports the Implementation and Maintenance of complex IT-based projects. Provides directions, design, validation, consultation and resolutions to a diverse range of complex technical installations and maintenance including but not limited to: Telephony, Messaging, Conferencing, Networking, Call Center Applications (IVR Outbound dialing, reporting, call center routing, etc.)	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response	205811	\$246.84
<b><u>Communications Manager (CM) Integrator</u></b>	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include System Configuration, Voice Messaging, Digital and IP Networking, Networking and Adjunct Applications, Advanced Routing and Programming, IP Telephony.	Responsible for remote integration support of Avaya Communication Manager product. Supports the highly complex end user installations, configurations, upgrades and migrations through system configuration and set up, problem isolation, verification, resolution and documentation. Conducts System Hand Off review post installation.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	244975	\$211.30
<b><u>Implementation Services Instructor</u></b>	Demonstrated proficiency and knowledge of software applications and features, and administrative tools required to manage Avaya products.	Responsible for providing customers product and application knowledge via instructor-led sessions, computer-based training or Web instruction.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	185356	\$113.55



**IT Professional Services**

**54151S**

<b>Job Title</b>	<b>Minimum/General Experience</b>	<b>Functional Responsibilities</b>	<b>Minimum Education</b>	<b>Material Code</b>	<b>Hourly Rate</b>
<b><u>Implementation Services Remote Upgrade Engineer</u></b>	Demonstrate proficiency with administrative tools and applications required to implement Avaya-based solutions that included: - System Configuration - Voice Messaging - Digital and IP trunking - Networking and Adjunct applications - Advanced Routing and Programming - IP Telephony	Responsible for remote integration support of Avaya Communications Manager products. Remotely support upgrades and migrations through system configuration, set up, and testing.	Bachelor's degree in Engineering, Computer Science, or equivalent experience. ACACN Certification, ACSCI Certification, Avaya Certified Specialist Communications Design Certification (ACSCD), Other Industry recognized certifications as required (i.e. Microsoft).	226679	\$138.24
<b><u>Implementation Services Software Associate</u></b>	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include: - Stations Translations - Voicemail boxes. - Button Templates. - Data Gathering.	Responsible for the configuration of station configuration and features. Supports the installation and programming of sets and set features. Conducts data gathering and station reviews as required.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	185350	\$150.09
<b><u>Implementation Services Technician</u></b>	Demonstrate proficiency in the installation of hardware and software applications with administrative tools and applications required to implement Avaya based solutions that include: - Hardware Installation - System Configuration - Cross Connects and Patching - Digital and IP Trunking - Networking and Adjunct Applications - Paging systems - IP Telephony and VOIP Applications - Station Terminals	Responsible for the complete onsite physical hardware and/or software installation of a new or upgraded solution, as well as the placement, testing, and verification of system operation	Bachelor's degree in Engineering, Computer Science, or equivalent experience. ACACN Certification, ACSCI Certification, Avaya Certified Specialist Communications Design Certification (ACSCD), Other Industry recognized certifications as required (i.e. Microsoft).	185347	\$202.42
<b><u>Integrated Management Consultant</u></b>	Strong technical skills in IP telephony, network design and analysis including experience in troubleshooting problems.	Responsible for providing integration support of converged voice and data networks. Support includes the problem isolation, verification, resolution of complex end-user installations, configurations, and upgrades/migrations. The consultant supports the following enterprise level products including but not limited to: 1. Avaya Integrated Manager. 2. Avaya SSG, VPN, CCS, IP Telephony. 3. Third party products including Juniper, Extreme, etc.	BS degree in Engineering or equivalent experience. Requires Avaya and industry standard certifications.	244973	\$246.85



**IT Professional Services**

**54151S**

<b>Job Title</b>	<b>Minimum/General Experience</b>	<b>Functional Responsibilities</b>	<b>Minimum Education</b>	<b>Material Code</b>	<b>Hourly Rate</b>
<b><u>Mid Market Contact Center Consultant</u></b>	Technical competency in a variety of contact center applications but not limited to multi-media call center, outbound dialing.	Responsible for the design, implementation, and support of mid-market contact center products. (Contact Center Express and Customer Interaction Express). This position will also provide customer training on how to use and troubleshoot the equipment.	ACACN Certification. Bachelor's degree in Engineering or Computer Science or equivalent experience	244974	\$187.61
<b><u>Program Manager</u></b>	Demonstrated proficiency with administrative tools including MS Project; Experience with consistently successful integration of multi-site Avaya and non-Avaya based solutions with other vendor products and applications.	Oversees GLOBAL and complex integration projects including installations or systems additions. Provides total project leadership and is directly accountable for the project team's performance. Responsible for the planning activities to define milestones, reserve resources, coordination with multiple vendors/services providers, coordinating project activities, resource scheduling, contractual compliance, and customer satisfaction.	Bachelor's degree in Business or equivalent experience preferred. Completion of basic technical courses supporting the type of technology to be managed. Project Management (PMP) Certification (Awarded by the Project Mgt Institute - PMI)	244968	\$232.04
<b><u>Strategic Communications Consultant</u></b>	Experience across a broad range of technologies and best practices in voice, data, convergence and customer relationship management	Provides business operations and/or analytical support required to define a technology solution and implementation strategies that meet a business need.	Bachelor's degree required, MBA is highly desired At least 7 years of experience with specific responsibilities in one of the following areas: 1. Senior level telecommunications or call center consulting experience with a major consulting firm or IT vendor. 2. Experience in leading projects with Fortune 500 corporations in the areas of cost takeout, contact center optimization, carrier negotiation, telecom expense management, or business process optimization 3. Deployed and managed Cisco, Avaya, or Nortel IP Telephony 4. Previously accountable for the productivity of the call center or business unit served by the contact center 5. Demonstrated thought leadership in the area of business processes, contact centers, or communications	244969	\$296.22



**IT Professional Services**

**54151S**

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
<b><u>Technical Project Manager</u></b>	Demonstrated proficiency with project management tools including MS Project	Responsible for the overall project plan, budget, structure, schedule and staffing requirements. Manages the integration of company products and/or systems at customer sites including but not limited to: 1. Contact Center products. 2. Unified Communications Products. 3. Mid-Market Products.	Avaya Certified Associate (ACA) Certification in Communications Networking and Implementation. Master's Certificate in Project Management. Preferred: Project Management Professional (PMP) Certification (Awarded by Project Management Institute - PMI). Completion of basic technical courses supporting the type of technology to be managed including design analysis and implementation planning for IP Telephony and related messaging and Call Center Adjuncts.	244967	\$222.17
<b><u>Technical Systems Integrator</u></b>	Demonstrated proficiency in the successful implementation of Avaya based solutions	Evaluates and analyzes network performance to propose design and configuration requirements to meet the performance requirements of a converged network. Responsible for the remote or onsite implementation and integration support of Avaya products including but not limited to the following: 1. Interaction Center and CTI applications. 2. Interactive Response, Voice Portal, and Speech applications. 3. Contact Center reporting products (CMS, IQ, BCMR). 4. Proactive Contact (Outbound Dialer). 5. Meeting Exchange. 6. Applications Enablement Services (AES).	Masters in Science desired, Bachelor's degree preferred in CS or Engineering. Avaya and industry certifications are required.	244976	\$222.17

**Travel and Lodging:**

Travel and Lodging is charged in accordance with Federal Travel Regulations.



## Terms and Conditions Applicable to Software Licenses (Special Item Number 511210) and Software Maintenance Services (Special Item Number 54151)

### 1. License Terms and Restrictions

- a. **License.** Avaya grants the ordering activity a non-sublicensable, nontransferable and nonexclusive license to use software and documentation provided under this contract and for which applicable fees have been paid at the indicated capacity and feature levels and within the scope of the applicable license types (described elsewhere in this contract) for ordering activity's internal business purposes and at the locations where the software was initially installed. Except for the limited license rights expressly granted in this contract, Avaya reserves all rights, title and interest in and to the software and documentation and any modifications to it. "Documentation" means Avaya information manuals containing operating instructions and performance specifications that Avaya generally makes available to users of its products and delivers to ordering activity with the Products. Documentation does not include marketing materials.
- b. **License Restrictions.** To the extent permissible under applicable law, ordering activity agrees not to (i) decompile, disassemble, or reverse engineer the software; (ii) alter, modify or create any derivative works based on the software or documentation; (iii) merge the software with any other software other than as expressly set forth in the documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the software or documentation except as expressly authorized; (v) distribute, disclose or allow use of the software or documentation, in any format, through any timesharing service, service bureau, network or by any other means; or (vi) permit or encourage any third party to do so.
- c. **Backup Copies.** Ordering activity may create a reasonable number of archival and backup copies of the software and documentation provided all proprietary rights, notices, names and logos are duplicated on all copies.
- d. **License Compliance.** At Avaya's request and upon reasonable prior written notice, Avaya will have the right to inspect ordering activity's compliance with these software license terms. Such inspection activities will conform with the ordering activities' security policies.

### 2. Limited Software Warranty

- a. **Warranty.** Avaya warrants to ordering activity that during the warranty period, the software (or "product") will conform to and operate in accordance with the applicable Documentation in all material respects. To the extent that Avaya performs installation services with respect to its software, Avaya warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel.
- b. **Warranty Period.** Unless a different period is specified in the applicable order, the warranty periods for products and installation services are as follows:
  - (1) Software: ninety (90) days, beginning on the In-Service Date for Avaya-installed software and on the Delivery Date for all other software;
  - (2) Installation Services: thirty (30) days from the performance of the applicable installation services.
- c. **Warranty Procedures.** For software warranty claims, the ordering activity must provide Avaya with information in sufficient detail to enable Avaya to reproduce and analyze the failure and must provide remote access to the affected products.



d. **Remedies.**

- (1) **Software.** If the software is not in conformance with the warranty above and Avaya receives from ordering activity during the applicable warranty period a written notice describing in reasonable detail how the software failed to be in conformance, Avaya at its option will: (i) repair or replace the product to achieve conformance and return the product to ordering activity; (ii) provide during the warranty period access to on-line software patches and access to self-help website; or (iii) refund to ordering activity the applicable fees upon return of the non-conforming product to Avaya. Replacement software is warranted as above for the remainder of the original applicable software warranty period.
- (2) **Software Services.** To the extent that Avaya has not performed installation services in conformance with the above warranty, and Avaya receives notice from ordering activity identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming installation services. If Avaya determines the re-performance is not commercially reasonable, Avaya will refund to ordering activity the fees for the non-conforming installation services.
- (3) **Sole Remedy.** THESE REMEDIES WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES ORDERING ACTIVITY MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

**3. Warranty Exclusions and Disclaimers**

- a. **Exclusions.** The warranties provided in Paragraph 2 do not extend to any damages, malfunctions, or non-conformities caused by:
- (1) Ordering activity's use of products in violation of the license granted by Avaya to the ordering activity or in a manner inconsistent with the documentation;
  - (2) Use of non-Avaya furnished equipment, software, or facilities with products (except to the extent provided in the product documentation);
  - (3) Ordering activity's failure to follow Avaya's installation, operation or maintenance instructions;
  - (4) Ordering activity's failure to permit Avaya timely access, remote or otherwise, to products;
  - (5) Failure to implement all new updates to software provided under the Schedule;
  - (6) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; and
  - (7) Products that have been serviced or modified by a party other than Avaya or an authorized Avaya reseller.
- b. **Toll Fraud.** Avaya does not warrant that products or services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of ordering activity.
- c. **Force Majeure.** Neither party will have liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of fees for products delivered or installed, as applicable, or for services performed.
- d. **Products from Third Parties.** Ordering activity's decision to acquire or use products from third parties is the ordering activity's sole responsibility, even if Avaya helps the ordering activity identify,





evaluate or select them. AVAYA IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.

- e. **Disclaimers.** EXCEPT AS PROVIDED IN PARAGRAPHS 2 AND 3, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR INSTALLATION SERVICES. AVAYA DOES NOT WARRANT THE UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- f. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, Avaya will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 4. Commercial Computer Software – Restricted Rights

This contract includes Commercial Computer Software. All software, including firmware which may be part of an identified item, was developed at private expense. All commercial software is offered under a non-exclusive license to the ordering activity, and only with restricted rights as defined in FAR 52.227-19. Title to all software shall remain with Avaya. All commercial computer software is subject to Avaya copyrights and license agreements.

Any data provided under this contract, was developed at private expense and is provided only with limited rights to the ordering activity. Title to Limited Rights Data shall remain with Avaya or its suppliers.

#### 5. Acceptance

##### a. Avaya Installed Software

Equipment must operate in accordance with manufacturer's published specifications. The ordering activity should give the Contractor a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date or in the case of software features, the date the features are enabled or the software is downloaded to the target processor. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed Products are installed in good working order in accordance with applicable documentation. The absence of an official written notice shall mean that acceptance has occurred.

##### b. Drop Shipped Software

Acceptance shall occur on the date of delivery of the product to the ordering activity's location.

#### 6. License Types

- a. The terms and restrictions described in Paragraph 6.b., below, will apply to software licensed in addition to those described in Paragraph 1.
- b. **License Types.** Avaya grants ordering activity a license within the scope of one of the license types described below. The license type abbreviations below may be referenced in the order and/or Product documentation. Where the order or documentation does not expressly identify a license type, the applicable license will be a Designated System License. Where the order does not expressly indicate a specific number of licenses or units of capacity, the applicable number of licenses and units of capacity for which the license is granted will be one. For purposes of this list of license types: (i) "Designated Processor" means a single stand-alone computing device; and (ii) "Server" means a Designated Processor that hosts a software application to be accessed by multiple users.



- (1) **Designated System(s) License (DS).** Ordering activity may install and use each copy of the software on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by ordering activity to Avaya through electronic means established by Avaya specifically for this purpose.
- (2) **Concurrent User License (CU).** Ordering activity may install and use the software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the software at any given time. A "Unit" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Product that permits one user to interface with the software. Units may be linked to a specific, identified Server.
- (3) **Database License (DL).** Ordering activity may install and use each copy of the software on one Server or on multiple Servers provided that each of the Servers on which the software is installed communicates with no more than a single instance of the same database.
- (4) **CPR License (CP).** Ordering activity may install and use each copy of the software on a number of Servers up to the number indicated in the order provided that the performance capacity of the Server(s) does not exceed the performance capacity specified for the software. Ordering activity may not re-install or operate the software on Server(s) with a larger performance capacity without Avaya's prior consent and payment of an upgrade fee.
- (5) **Named User License (NU).** Ordering activity may: (i) install and use the software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use the software on a Server so long as only authorized Named Users access and use the software. A "Named User" means a user or device that has been expressly authorized by Avaya to access and use the software. At Avaya's sole discretion, a Named user may be, without limitation, designated by name, corporate function (e.g., webmaster, or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Product that permits one user to interface with the Product.
- (6) **Shrinkwrap License (SR).** With respect to software that contains elements provided by third party suppliers, ordering activity may install and use the software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "click-through" licenses, accompanying or applicable to the software ("Shrinkwrap License").

## 7. Change Control Date

The "Change Control Date" (CCD), when applicable, is mutually agreed upon and is the last date that Avaya will accept changes to the products ordered for delivery on the delivery date or for installation on the In-Service Date. Changes to the original order received by Avaya prior to the CCD must be approved in writing by both parties. Changes received and accepted by Avaya after the CCD will be treated as separate orders and will be delivered after the delivery date or installed after the In-Service date. The CCD for subsequently placed orders for modifications or additions will be the date Avaya accepts that order.

## 8. Technical Services

The technical support numbers are listed in the "Information for Ordering Activities" section, Paragraph 2. Dependent upon the product, ordering activities requesting assistance outside the coverage hours or beyond the terms of their warranty/maintenance coverage may be subject to additional charges.





## 9. Software Services

### a. Software Maintenance as a Product (SIN 511210)

Software Support. The coverage described in this paragraph is limited to Supported Software. "Supported Software" means the software products that are eligible for Software Support from Avaya. Software manufactured by third parties ("OEM Software") may be included as Supported Software, however, service levels and response times contained herein do not apply to OEM Software.

As used in this paragraph, "Major Failure" is defined as a failure that materially affects critical operations. "Minor Failure" is defined as any failure of the system that is not included in the definition of a Major Failure; or failures that cause particular features or functionality to be inoperative but not materially affecting normal business operations. "Major Release" means a major change to the software that introduces new optional features and functionality. Major Release is typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z). Minor Release means a change to the software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).

- (1) The following coverage options are available depending on the Supported Software product:
  - (i) Software Support, 24x7 – coverage includes troubleshooting, access to helpline support, access to Product Correction Notices and Software Updates during standard business hours (Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya and Government holidays). Avaya's response interval is two (2) hours for Major Failures. The response interval is defined as the elapsed time between registration of a problem with Avaya's Service Center through an assistance request and commencement of problem resolution efforts by the Avaya technician/engineer. Avaya's response interval for Minor Failures is next business day (8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya and Government holidays).
  - (ii) Software Support Plus Upgrades, 24x7 (only available provided the ordering activity is on the current release) – In addition to the benefits provided under Software Support, Software Support Plus Upgrades, 24x7, offers a level of investment protection on the software purchases. If Avaya makes a Minor or Major Release of a Supported Software product commercially available during the coverage term, ordering activities purchasing this coverage option will have access to the features and functions of the new release without having to pay additional fees. Additionally, the ordering activity determines when the upgrade occurs, allowing the ordering activity the ability to manage the migration to new versions. All upgrades must be scheduled and implemented while Software Support Plus Upgrades is in effect. Ordering activities that do not upgrade during the term of the support agreement will not be refunded any portion of their support fees.
- (2) Commencement of Support. Software Support and Software Support Plus Upgrades will commence as follows:
  - (i) If Avaya installs the software, software support will commence on the date Avaya notifies the ordering activity that the software is installed according to specifications.



- (ii) If Avaya does not install the software, support will commence on the earlier of the date when software 1) features are enabled, 2) is downloaded to the target processor or 3) physically delivered to the ordering activity's premises.
- (3) Re-initiation of Lapsed Coverage. Per Incident support may not be available if Software Support or Software Support Plus Upgrades has lapsed. A re-initiation fee will apply to reinstate support for Supported Software when coverage has lapsed or in the event that coverage was not initiated at the time of purchase of the software license.  

The new support coverage is based on the total number of licenses to be covered and can be either Software Support or Software Support Plus Upgrades (provided the ordering activity is on the current release). The re-initiation fee will be a one-time fee equal to 25% of the value of the new support coverage. This fee is subject to change at any time without notice. The applicable initiation fee will be as in effect at the time the new coverage is established.
- (4) Same Level Coverage. All licenses for a single application on a single server must have the same level of coverage. If an ordering activity is found to have varying levels of coverage on the licenses for a single application or for a single server, the following will occur:
  - (i) Licenses covered at Software Support level will be brought up to Software Support Plus Upgrades coverage and a new order issued;
  - (ii) The existing Software Support coverage will be cancelled and the ordering activity credited for any remaining term.
  - (iii) An equalization fee will be applied. The equalization fee will be a one-time fee equal to the difference in coverage fees paid and fees applicable for Software Support Plus Upgrades coverage for the licenses. This fee is subject to change without notice and the applicable equalization fee will be as in effect at time the new coverage is established.

Note: The Avaya standard service description document that describes the deliverables for Software Support and Software Support Plus Upgrades coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and Schedule terms and conditions, the Schedule terms and conditions apply.

**b. Software Maintenance Services (SIN 54151)**

Other Software Coverage

For types of coverage available for Software Maintenance Services, please refer to Terms and Conditions Applicable to Maintenance, 811212, Types of Coverage and Other Service Offerings.

**10. Term/Subscription Licenses (SIN 511210) and Software Maintenance Services (SIN 54151)**

- a. Avaya shall honor orders for the duration of the contract period or a lesser period of time. The period for the Term/Subscription Licenses (SIN 511210) shall be 1-year, 3-year or 5-year. Orders for Term/Subscription Licenses must specify the term period (1-year, 3-year or 5-year).
- b. Term/Subscription licenses and or Software Maintenance Services/Support may be discontinued by the ordering activity on thirty (30) calendar days written notice to Avaya.
- c. Annual funding. When annually appropriated funds are cited on an order for term/subscription licenses and/or software maintenance services/support, the period of the term/subscription licenses and/or software maintenance services/support shall automatically expire on September



30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term/subscription licenses and/or software maintenance services/support orders citing a new appropriation shall be required if the support is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify Avaya in writing thirty (30) calendar days prior to the expiration of an order, if the term/subscription licenses and/or software maintenance services/support is to be terminated at that time. Orders (or funding modifications) for the continuation of term/subscription licenses and/or software maintenance services/support will be required if the term/subscription licenses and/or maintenance services/support is to be continued during the subsequent period.

## **11. Added Products**

As used in this paragraph and elsewhere within SIN 511210/54151, "Supported Products" are software products identified in the order. "Supported Sites" are locations specified in the order.

For selected Avaya software products and applications, if the ordering activity acquires additional software products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "Added Products", and will be added to the order for the remainder of the term. This will be exercised through the issuance of a new order and will be subject to the then current charges for said product. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at the per incident rate listed in this price list. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

For coverage pertaining to all other Software products that have been added by the ordering activity, please refer to Terms and Conditions Applicable to Maintenance, SIN 811212.

## **12. Description and Equipment Compatibility**

Descriptions of the available software are listed in the price list.

## **13. Right-to-Copy Pricing**

Right-to-Copy Licenses, if available, can be found in the price list.

## **14. Invoices and Payment**

### **a. Software Maintenance as a Product (SIN 511210)**

The billing options for Term/Subscription Licenses (SIN 511210) are either monthly in advance or yearly in advance. Software Support must be prepaid annually. Software Support Plus Upgrades has two prepayment options: (1) one year, or (2) three years.

### **b. Software Maintenance Services (SIN 54151)**

For all other Software Maintenance Services, please refer to Terms and Conditions Applicable to Maintenance, SIN 811212, Invoices and Payment.

## **15. License Price for Ordered Software**

- a. The license price that the ordering activity will be charged is the license price in effect at the time of order placement. Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term.



- b. The Avaya Term/Subscription Software License offer includes Support Advantage (SA) Preferred and Upgrade Advantage (UA), in the pricing.

## **16. Conversion from Term/Subscription License to Perpetual License**

Avaya term/subscription licenses are not eligible for conversion at any time.

## **17. Conversion from Perpetual License to Term/Subscription License**

Conversion of eligible perpetual licenses, into term/subscription is supported in various offers as part of a conversion, or upgrade to subscription. To be eligible for Investment Protection Program Discounts, perpetual licenses must be under a current contract for Avaya provided maintenance support. At the time of conversion or upgrade to subscription the End Users may choose to convert their eligible perpetual licenses into subscription on a per system basis.

End Users will receive an Investment Protection Program discounts for the quantity of eligible perpetual licenses converted to subscription licenses not to exceed the quantity of Avaya subscription licenses purchased.

Discounts are applied to the price of the subscription license for the initial term of the Subscription License. If the initial term of the subscription licenses is extended, the licenses will be renewed as subscription at then current prices. Investment Protection Program discounts do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to subscription licenses will be deleted from the End User record of perpetual licenses at the time of upgrade or conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and ordering activity must return or destroy such perpetual licenses.

## **18. License Cessation**

Licenses are not eligible for conversion from term/subscription to perpetual at any time.

## **19. Responsibilities of the Ordering Activity**

- a. The ordering activity personnel shall not perform fixes to software while such software is covered by a service agreement, unless agreed to by Avaya.
- b. Subject to security regulations, the ordering activity shall permit access to the software which is to be supported. In the event that the ordering activity does not permit access to the software, Avaya shall not be responsible for support of the software and will not be liable for such failure. Additional charges may be applicable.
- c. The ordering activity will notify Avaya before relocating or removing equipment and associated software covered by an Avaya warranty or maintenance agreement. Additional charges may apply, if applicable, to cover services provided as a result of relocated or removed equipment and associated software.
- d. The ordering activity must install or arrange for the installation of a remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon



as it is available. This modem line or VPN must remain available to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. Avaya's support obligations are contingent on the provision of remote access. If remote access is not granted by the ordering activity, Avaya may not be able to provide services and will not be liable for such failure. Additional charges may be applicable.

## 20. Utilization Limitations (SIN 511210 and SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with Avaya, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect Avaya's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Avaya. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
  - (5) "Commercial Computer Software" may be marked with the Avaya's standard commercial restricted rights legend, but the schedule contract and schedule price list, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.



## 21. Software Conversions (SIN 511210)

Licenses are not eligible for conversion from term/subscription to perpetual at any time.

End Users will receive an Investment Protection Program discounts for the quantity of eligible perpetual licenses converted to term/subscription licenses not to exceed the quantity of Avaya subscription licenses purchased.

Discounts are applied to the price of the term/subscription License for the initial term of the subscription license. If the initial term of the term/subscription licenses is extended, the licenses will be renewed as subscription at then current prices. Investment Protection Program discounts do not extend past the first subscription term.

## 22. Software Patches, Updates, Upgrades

Where services include provision of patches, updates or feature upgrades for Supported Products (“New Software”), they will be provided subject to the license grant and restrictions contained in the original order under which ordering activity licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer’s then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Ordering activity may install and use these components in accordance with the terms and conditions of the “shrinkwrap” or “click- through” end user license agreement accompanying them.

## 23. Rate Provisions

Prices for Avaya software product licenses are published in the price list.

Prices for Software Support and Software Support Plus Upgrades for applicable Avaya software products are also published in the price list.

For all other software service prices, please refer to Terms and Conditions Applicable to Maintenance, SIN 811212, Rate Provisions.

## 24. Avaya IX Subscription Licensing Offer

For the available features, Avaya IX Subscription defines a monthly price for a set term and includes the following:

- Software Right to Use
- Upgrade Advantage (UA) so customers always have access to the latest software releases
- Support Advantage (SA) Preferred

The Avaya IX Subscription offer is available for systems at R6, R7, new R8 systems and upgrades to current release.

### a. Licenses Available in Subscription

(1) Avaya IX Unified Communications (UC) Subscription License offers:

- Avaya Aura® Basic User Suite
- Avaya Aura® Core User Suite
- Avaya Aura® Power User Suite
- Avaya Aura® R6 and R7 licenses may also be converted to software subscription. Their feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy.





(2) Avaya IX Contact Center Subscription License offers:

- Avaya Basic Voice Agent
- Avaya Aura® Experience Portal AAEP
- Call Back Assist
- Avaya Elite® R6 and R7 licenses may also be converted to software subscription. Their feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy.

**b. Other Software Licenses, Hardware and Services Continue as Perpetual**

(1) **Software Licenses** not part of the Avaya IX Subscription continue to be available in perpetual, or any other subscription model currently available.

(2) **Hardware** is purchased separately. All devices, servers, and gateways continue to be available for purchase. Customer is responsible to ensure hardware is configured to support desired volume of subscription licenses.

(3) **Implementation and Avaya Professional** services continue to be ordered separately.

**c. Avaya IX Subscription Term Contracts and Billing**

This offer will support 1-, 3- and 5-year Fixed Term Contracts. Subscription billing options are either monthly in advance or annual in advance.

(1) **Fixed Term Contract** is the length of the license contract, Avaya IX Subscription will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the contract is not renewed the customer relinquishes the rights to the software licenses.

(2) **Billing** is the frequency in which the subscription licenses are billed. Billing for Term licenses is in advance with options of either monthly or annual.

**d. Applicable Contracting Documents**

All IX Subscription Orders receive the offer entitlements outlined in the Subscription License Supplement, the latest version of which is available for download at <https://sales.avaya.com/documents/1399760335872>

**e. Supported Subscription License Transactions**

(1) A customer network may include a single system instance or may be part of a larger network made up of multiple system instances. Customers have the flexibility to choose to deploy Perpetual licenses or Subscription Licenses on each of their IX Workplace and IX Contact Center system instances but cannot mix Subscription and Perpetual licenses of the same type within the same system.

(2) Customers can purchase new Avaya IX Subscription systems, upgrade to Avaya IX Subscription, or convert to Avaya IX subscription. Customers must be at R6 at a minimum to convert to Avaya IX Subscription, customers on an older Aura, CM, or CS1000 software release can upgrade to Avaya IX Subscription.

**f. New and Add/Expansion**

Subscription Licensing is supported in both the IX Workplace and IX Contact Center offers for New Licenses and Add/Expansions in accordance with Avaya's Product Lifecycle Policy.



**g. Expansion Allowance**

Avaya IX Subscription includes a 20% expansion allowance which can be leveraged during the contract period without impact to the billing. Customers can also expand beyond the 20% allowance by ordering additional Avaya IX Subscription Licenses.

**h. Conversion of Perpetual Licenses to Subscription Licenses**

Conversion of R6, R7 and R8 Perpetual licenses, into Subscription is supported in the IX Workplace and IX Contact Center offer as part of a conversion, or upgrade to Avaya IX Subscription. To be eligible for Investment Protection Program Discounts, perpetual licenses must be under a current contract for Avaya provided maintenance support. At the time of conversion or upgrade to subscription the End Users may choose to convert their perpetual licenses into subscription on a per system basis. Pre-R6 Avaya licenses may also be upgraded and converted to subscription if desired.

End Users will receive an Investment Protection Program discounts for the quantity of perpetual licenses converted to subscription licenses not to exceed the quantity of Avaya IX subscription licenses purchased.

Discounts are applied to the price of the subscription license for the initial term of the Subscription License. If the initial term of the subscription licenses is extended, the licenses will be renewed as subscription at then current prices. Investment Protection Program discounts do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to subscription licenses will be deleted from the End User record of perpetual licenses at the time of upgrade or conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and Customer must return or destroy such perpetual licenses.

**i. Investment Protection Program**

Investment Protection Program discounts are applied to the first term of the Avaya IX Subscription contract as follows:

- (1) Licenses surrendered under current Support + Upgrade Subscription contracts are eligible for 40% discount.
- (2) Licenses surrendered under current Support contracts are eligible for 20% discount.

**j. Enterprise Agreement**

Customers committing to put 100% of their Knowledge Workers, and/or Agents under Avaya IX Subscription will be eligible for a discount. A minimum of 250 UC users are required for an Enterprise Agreement, however the contracted value shall represent 100% of their knowledge workers, and/or agents.

**k. Pricing and Product Subscription Material and Billing Codes**

- (1) Enterprise Subscription Licensing is ordered /billed based on specific monthly billing codes with monthly pricing per term selected. Material codes are provided for quantities only.
- (2) The Rate tables provide pricing per license type per user based on the subscription fixed term contract term. Simplified Rate card for New and Add/Expand
- (3) Term based pricing:





- (i) 3 Year Term will be 10% lower than 1 Year
- (ii) 5 Year Term will be 19% lower than 1 Year

(4) Billing Frequency – Monthly billing is 10% higher than annual

(5) Enterprise Agreement – 10% discount applied to applicable Term based rate card

(6) Investment Protection Program:

- (i) 40% off list price for licenses surrendered with Support + Upgrade Subscription
- (ii) 20% off list price for licenses surrendered with Support

**I. Upgrade Advantage**

- (1) Upgrade Advantage (UA) is included as part of the subscription license offer price.
- (2) Term/subscription software license offer includes Support Advantage (SA) Preferred in the pricing.



## **Terms and Conditions Applicable To Automated Contact Center Solutions (ACCS) (Special Item Number 561422)**

**\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support Automated Contact Center Solutions, and cannot be purchased separately.**

### **1. Scope**

The intended scope of this SIN is to offer ACCS. ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to:

Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.)

**NOTE:**

The anticipated Place of Performance required to meet the Government need shall be defined at the task order level, and contractors should anticipate contractor-site and Government-site requirements.

Ancillary supplies and/or services shall neither be the primary purpose nor the preponderance of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of IT supplies and/or services purchased under the ACCS SIN.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

### **2. Order**

Agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.



### **3. Performance of Services**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of Automated Contact Center Solutions must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

### **4. Inspection of Services**

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contract orders placed under this contract.

### **5. Responsibilities of the Contractor**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

### **6. Responsibilities of the Ordering Activity**

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Automated Contact Center Solutions.

### **7. Independent Contractor**

All Automated Contact Center Solutions performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.



## **9. Invoices**

The Contractor, upon completion of the work ordered, shall submit invoices for Automated Contact Center Solutions. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **10. Resumes**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **11. Approval of Subcontracts**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **12. Commercial Supplier Agreements**

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

## **13. Transition of Contact Center Services**

The time period required to transition from an ordering activity's existing contact center solution and requirements to new requirements (as defined in the task order) will be determined on a case-by-case basis and shall be stated in individual task orders.

Transition shall begin at Notice-To-Proceed and continue for a period as specified in the task order. During the transition period, the Contractor shall work with the Government to develop a sound project implementation plan and to perform all preparatory work to establish one or more fully functional multi-channel contact centers in support of the task.

The Government will transfer business and procedural data, including appropriate training material, to the Contractor and work with the Contractor to establish appropriate system feeds.

The transition period will provide the Contractor with the opportunity to prepare and staff its contact center; develop the support of the knowledge base and scripts for automated response in support of the project; establish a fully functional contact center to handle the expected work volume; and complete all transition related activities to migrate the service to the new center. Government personnel will closely monitor the Contractor's effort to ensure a successful launch.

Based on the Contractor's ability and expert advice on transitioning the work volume, the Government reserves the right to coordinate with the Contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the new center.



**Automated Contact Center Solutions (ACCS)**

**561422**

**14. Pricing for Automated Contact Center Solutions (ACCS)**

Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term.

<b>Material Code</b>	<b>Description</b>	<b>GSA Price</b>	<b>Warranty Period (Mo.)</b>
228484	ONE-X AGENT R2 NEW/ADD PER AGENT PLD LIC: CU	\$321.91	3
228496	ONE-X AGENT R2 SUPV PER AGENT PLD LIC: CU	\$464.99	0
230038	SA ON-SITE 8X5 SUPT CM SMALL SERVER 3YR AN PREPD	\$49.53	0
230158	SA ON-SITE 8X5 SUPT CM SMALL GATEWAY 3YR AN PREPD	\$63.04	0
230168	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	\$49.37	0
230180	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 1YR PREPD	\$59.24	0
230188	SA ON-SITE 8x5 SUPT CM MEDIUM GATEWAY 3YR AN Prepd	\$75.04	0
238124	SA PREFER SUPT ONE-X AGENT R2 AGENT 3YR AN PREPD	\$2.84	0
238125	UPGRADE ADVANTAGE ONE-X AGENT R2 AGENT 3YR AN PREPD	\$1.61	0
239011	SA PREFER SUPT ONE-X AGENT R2 AGENT 1YR PREPD	\$2.84	0
239017	UPGRADE ADVANTAGE ONE-X AGENT R2 AGENT 1YR PREPD	\$2.42	0
239083	SA PREFER SUPT ONE-X AGENT R2 SUPERVISOR AGENT 1YR PREPD	\$4.11	0
239089	UPGRADE ADVANTAGE ONE-X AGENT R2 SUPERVISOR AGENT 1YR PREPD	\$3.49	0
249954	SA PREFER SUPT AAEP R7 1YR PREPD	\$13.90	0
249956	SA PREFER SUPT AAEP R7 3YR AN PREPD	\$13.90	0
249961	UPGRADE ADVANTAGE AAEP R7 1YR PREPD	\$6.44	0
249964	UPGRADE ADVANTAGE AAEP R7 3YR AN PREPD	\$4.29	0
249978	SA PREFER SUPT AAEP R7 DSTR RCVRY 3YR AN PREPD	\$4.59	0
249999	UPGRADE ADVANTAGE AAEP R7 DSTR RCVRY 3YR AN PREPD	\$1.43	0
250734	SA PREFER SUPT AAEP R7 ENH CALL CLASS 1YR PREPD	\$2.53	0
250736	SA PREFER SUPT AAEP R7 ENH CALL CLASS 3YR AN PREPD	\$2.53	0
250740	UPGRADE ADVANTAGE AAEP R7 ENH CALL CLASS 1YR PREPD	\$1.18	0
250742	UPGRADE ADVANTAGE AAEP R7 ENH CALL CLASS 3YR AN PREPD	\$0.79	0
250754	SA PREFER SUPT AAEP R7 ENH CALL CLASS 3YR AN PREPD	\$0.85	0
250760	UPGRADE ADVANTAGE AAEP R7 ENH CALL CLASS DSTR RCVR 3YR AN	\$0.26	0
250878	SA PREFER SUPT AAEP R7 SES SIP SGNL 1YR PREPD	\$1.26	0
250880	SA PREFER SUPT AAEP R7 SES SIP SGNL 3YR AN PREPD	\$1.26	0
250884	UPGRADE ADVANTAGE AAEP R7 SES SIP SGNL 1YR PREPD	\$0.59	0
250886	UPGRADE ADVANTAGE AAEP R7 SES SIP SGNL 3YR AN PREPD	\$0.39	0
250898	SA PREFER SUPT AAEP R7 SES SIP SGNL DSTR RCVRY 3Y AN PREPD	\$0.41	0
250904	UPGRADE ADVANTAGE AAEP R7 SES SIP SGNL 3YR AN PREPD	\$0.14	0
251131	SA PREFER SUPT AAEP R7 SMS3600MSG-HR DSTR REC 3YR AN PREPD	\$45.50	0
251137	UPGRADE ADVANTAGE AAEP R7 SMS3600MSG-HR DSR REC 3YR AN PREPD	\$14.16	0
251311	SA PREFER SUPT AAEP R7 EMAIL3600MSG-HR DSTR REC 3YR AN PREPD	\$37.92	0
252199	UPGRADE ADVANTAGE AGENT DESKTOP R6 SFTPH OFFSITE AGT 3YR AN	\$1.61	0
252345	UPG ADV CBA R4 BASE SERVER SFTW 1YPP	\$93.73	0
252351	UPG ADV CBA R4 PER PORT 1YPP	\$13.41	0
255647	SA PARTS NBD SUPT CM MEDIUM SRV R2-D 1YR PREPD	\$106.64	0
255659	SA PARTS 24X7X4 SUPT CM MEDIUM SRV R2-D 1YR PREPD	\$127.97	0
255689	SA PARTS 24X7X4 SUPT CM LARGE SRV R2-D 1YR PREPD	\$296.22	0
255827	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 1YR PREPD	\$74.06	0
255829	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$74.06	0
255839	SA PARTS 24X7X4 SUPT APPL MEDIUM SRV R2-D 1YR PREPD	\$88.87	0



FEDERAL SOLUTIONS

**Automated Contact Center Solutions (ACCS)**

**561422**

Material Code	Description	GSA Price	Warranty Period (Mo.)
255847	SA ON-SITE 8X5 SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$112.56	0
255851	SA ON-SITE 24X7 SUPT APPL MEDIUM SRV R2-D 1YR PREPD	\$122.19	0
256190	SA ON-SITE 8X5 SUPT APPL LARGE SRV R2-D 3YR AN PREPD	\$225.13	0
257836	SA PREFER SUPT AGENT DESKTOP R6 SFTPH OFFSITE AGT 3YR AN PREPD	\$5.03	0
258048	SA PREFER CBA R4 BASE SERVER SFTW 1YPP	\$195.37	0
258060	SA PREFER CBA R4 PER PORT 1YPP	\$27.90	0
265843	AGT DSKTP 6.X SOFTPHONE AND OFFSITE AGT PLDS LIC:CU	\$321.91	0
268213	CBA R4.X BASE SRVR SFTW	\$12,497.43	0
268214	CBA R4.X PER PORT	\$1,788.41	0
285769	SA PREFER SUPT AVAYA BREEZETM R3 SNAP-IN SRV 3YR AN PREPD	\$25.28	0
285775	UPGRADE ADVANTAGE AVAYA BREEZETM R3 SNAP-IN SRV 3YR AN PREPD	\$8.98	0
291097	SA PREFER NU R6 SLFSV T-3 2LANG 3YAN	\$30.25	0
291103	UPG ADV NU R6 SLFSV T-3 2LANG 3YAN	\$8.10	0
293630	SA PREFER SUPT AAVP R7 SINGLE CPU CMN SRV 1YR PREPD	\$12.29	0
293650	SA PREFER SUPT SM BSM R8 VE VAPP SYSTEM ENBLMNT 3YR AN PREPD	\$4.10	0
293666	SA PREFER SUPT AAVP R7 DUAL CPU CMN SRV 1YR PREPD	\$24.60	0
295986	SA PREFER SUPT WFO R15 CNTCT RCRDG QM ENCRYPTION 1YR PREPD	\$4.56	0
295992	UPGRADE ADVANTAGE WFO R15 CNTCT RCRDG QM ENCRYPTION 1YR	\$1.67	0
296008	SA PREFER WFO R15 DATA CTR REDUN 1YPP	\$2.04	0
296014	UPG ADV WFO R15 DATA CTR REDUN 1YPP	\$0.74	0
300716	AAEP R7 PER PT LIC NEW	\$858.44	0
300717	AAEP R7 PER PORT LICENSE NEW SPEECH PACKAGE LIC:CU	\$668.87	0
302195	AAEP R7 PER SESSION SIP SIGNALING LIC:CU	\$78.69	0
302211	AAEP R7 PER PORT ENHANCED CALL CLASSIFIER LIC:CU	\$157.38	0
302215	AAEP R7 PER PORT ENHANCED CALL CLASSIFIER DSR RECOVERY LIC:CU	\$51.51	0
302226	AAEP R7 PER SES SIP SIGNALING DISASTER RECOVERY LIC:CU	\$27.18	0
302231	AAEP R7 PER PORT DISASTER RECOVERY LIC:CU	\$286.15	0
302255	AAEP R7 MEDIA ENCRYPTION LIC:CU	\$78.69	0
302274	AAEP R7 SMS 3600 MSG-HOUR DISASTER RECOVERY LIC:CU	\$2,832.85	0
302278	AAEP R7 EMAIL 3600 MSG-HIOUR DISASTER RECOVERY LIC:CU	\$2,360.71	0
307413	AVAYA BREEZETM R3 AVAYA SNAP-IN SERVER INSTANCE LIC:DS,SR	\$1,795.27	3
331982	SA PREFER SUPT CUSTMR ENGMT R7 SELF SVC PKG 3YR AN PREPD	\$12.47	0
331989	UPGRADE ADVANTAGE CUSTMR ENGMT R7 SELF SVC PKG 3YR AN PREPD	\$3.90	0
336961	SA PREFER OC R3 CORE INFRA SYS 1YPP	\$380.15	0
336967	UPG ADV OC R3 CORE INFRA SYS 1YPP	\$160.66	0
337093	SA PREFER OC R3 SPV DP CNCR USR 1YPP	\$19.01	0
337099	UPG ADV OC R3 SPV DP CNCR USR 1YPP	\$8.05	0
337129	SA PREFER SUPT OCEANA R3 ALL MEDIA CNCRNT USR 1YR PREPD	\$34.21	0
337135	UPGRADE ADVANTAGE OCEANA R3 ALL MEDIA CNCRNT USR 1YR PREPD	\$14.49	0
340191	SA PREFER SUPT WEB GATEWAY R3 SERVER INSTANT 1YR PREPD	\$6.69	0
340197	UPGRADE ADVANTAGE WEB GATEWAY R3 SERVER INSTANT 1YR PREPD	\$2.68	0
341509	SA PREFER SUPT CRM CON R2 INBOUND VCE USR 3YR AN PREPD	\$6.51	0
341515	UPGRADE ADVANTAGE CRM CON R2 INBOUND VCE USR 3YR AN PREPD	\$1.79	0
341521	SA PREFER SUPT CRM CON R2 INBOUND VCE USR GRDUN 3YR AN PREPD	\$3.26	0
341527	UPGRADE ADVANTAGE CRM CON R2 INBOUND VCE USR GRDUN 3YR AN	\$0.89	0
343470	SA PREFER SRVY AST R4 BASE 1YPP	\$252.78	0
343476	UPG ADV SRVY AST R4 BASE 1YPP	\$107.12	0
343494	SA PREFER SRVY AST R4 IN VOICE PT 1YPP	\$12.63	0
343500	UPG ADV SRVY AST R4 IN VOICE PT 1YPP	\$5.37	0
343530	SA PREFER SRVY AST R4 DIGITAL BLCK 1YPP	\$18.96	0





FEDERAL SOLUTIONS

**Automated Contact Center Solutions (ACCS)**

**561422**

<b>Material Code</b>	<b>Description</b>	<b>GSA Price</b>	<b>Warranty Period (Mo.)</b>
343536	UPG ADV SRVY AST R4 DIGITAL BLCK 1YPP	\$8.05	0
343542	SA PREF SRVY AST R4 WEB-VSL FEAT 1YPP	\$126.70	0
343548	UPG ADV SRVY AST R4 WEB-VSL FEAT 1YPP	\$53.54	0
343972	SA PREFER SUPT AES R8 BASIC TSAPI 3YR AN PREPD	\$0.44	0
344035	SA PREFER SUPT AES R8 DMCC FULL 3YR AN PREPD	\$2.17	0
344075	SA PREFER SUPT AES R8 GEO REDUN HIGH AVAIL LARGE 1YR PREPD	\$687.57	0
344159	SA PREFER SUPT CC R8 ELITE AGENT 1YR PREPD	\$10.35	0
344161	SA PREFER SUPT CC R8 ELITE AGENT 3YR AN PREPD	\$8.27	0
344277	SA PREFER SUPT AURA R8 CORE SUITE 1YR PREPD	\$4.15	0
344279	SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD	\$3.32	0
344335	SA PREFER SUPT AURA R8 PS R8 GEO REDUNDANCY 3YR AN PREPD	\$225.86	0
344377	SA PREF ASBCE R8 STD 1YPP	\$1.21	0
344379	SA PREFER SUPT ASBCE R8 STD SVC SESS 3YR AN PREPD	\$0.97	0
344409	SA PREFER SUPT ASBCE R8 ADV SVC SESS 3YR AN PREPD	\$0.69	0
344439	SA PREFER SUPT ASBCE R8 STD SVC SESS HA 3YR AN PREPD	\$0.48	0
344469	SA PREFER SUPT ASBCE R8 ADV SVC SESS HA 3YR AN PREPD	\$0.34	0
344569	SA PREFER SUPT AURA MEDIA SERVER R8 DSP CHANNEL 1YR PREPD	\$0.90	0
344571	SA PREFER SUPT AURA MEDIA SERVER R8 DSP CHANNEL 3YR AN PREPD	\$0.72	0
344575	SA PREFER SUPT AURA MEDIA SERVER R8 SYSTEM 1YR PREPD	\$3.46	0
344577	SA PREFER SUPT AURA MEDIA SERVER R8 SYSTEM 3YR AN PREPD	\$2.76	0
345043	SA PREF WFO R15 N+N CR RDN 1YPP	\$1.97	0
345049	UPG ADV WFO R15 N+N CR RDN 1YPP	\$0.83	0
345210	NU R6 SLFSV T-3 2LANG PKG LIC	\$1,619.80	0
345263	SA PREFER SUPT WFO R15 ADV WFO ACRA PKG 1YR PREPD	\$22.90	0
345269	UPGRADE ADVANTAGE WFO R15 ADV WFO ACRA PKG 1YR PREPD	\$8.58	0
345833	SA PREFER SUPT IX MSG R10 ADVANCED SEAT 1YR PREPD	\$1.50	0
346229	SA PREFER SUPT ASP VM R4 STANDARD SOFTWARE 1YR PREPD	\$33.23	0
346231	SA PREFER SUPT ASP VM R4 STANDARD SOFTWARE 3YR AN PREPD	\$26.58	0
347139	SA PREFER SUPT WFO R15 CR QM ENCRYPTION SERVER 1YR PREPD	\$101.80	0
347144	UPGRADE ADVANTAGE WFO R15 CR QM ENCRYPTION SERVER 1YR PREPD	\$37.13	0
347809	SA PREFER SUPT CMS R19 ADMIN SYNC 3YR AN PREPD	\$355.47	0
347851	SA PREFER SUPT CMS R19 CALABRIO HISTRCL 3YR AN PREPD	\$142.19	0
347863	SA PREFER SUPT CMS R19 CALABRIO RTA 3YR AN PREPD	\$284.37	0
347923	SA PREFER SUPT CMS R19 HA/SURVIVABLE DUAL ROLE 3YR AN PREPD	\$213.28	0
348095	SA PREFER SUPT CMS R19 AGT 1-250 1YR PREPD	\$6.17	0
348097	SA PREFER SUPT CMS R19 AGT 1-250 3YR AN PREPD	\$4.94	0
348107	SA PREFER SUPT CMS R19 SUPERVISOR/ADD 1YR PREPD	\$6.72	0
348109	SA PREFER SUPT CMS R19 SUPERVISOR/ADD 3YR AN PREPD	\$5.38	0
348127	SA PREFER SUPT CMS R19 HA/SURVIVABLE AGT 1-250 3YR AN PREPD	\$1.23	0
348139	SA PREFER SUPT CMS R19 HA SUPERVISOR/ADD 3YR AN PREPD	\$1.38	0
349013	SA PREFER SUPT IX MSG R10 SR140 FAX 2PT 1YR PREPD	\$44.71	0
349259	SA PREF CBA R5 EA PORT NEW/ADD 1YPP	\$77.76	0
349599	SA PREFER SUPT CONTROL MGR R9 CM CONNECTOR 3YR AN PREPD	\$187.61	0
349605	SA PREFER SUPT CONTROL MGR R9 HA CONNECTOR 3YR AN PREPD	\$187.61	0
349677	SA PREFER SUPT CONTROL MGR R9 AGT FOR DSKTP CONN 3YR AN PREPD	\$112.56	0
349798	SA PREFER SUPT OCEANA R3 ANLY R4 CORE INFRA SYS 1YR PREPD	\$380.15	0
349804	UPGRADE ADVANTAGE OCEANA R3 ANLY R4 CORE INFRA SYS 1YR PREPD	\$160.66	0
349810	SA PREFER SUPT OCEANA R3 ANLY R4 SPV DSKTP CONC 1YR PREPD	\$19.01	0
349816	UPGRADE ADVANTAGE OCEANA R3 ANLY R4 SPV DSKTP CONC 1YR PREPD	\$8.05	0
381275	APPLIANCE VIRTUAL PLATFORM R7+ SINGLE CPU COMMON SERVER LIC:SR	\$453.40	0



**Automated Contact Center Solutions (ACCS)**

**561422**

<b>Material Code</b>	<b>Description</b>	<b>GSA Price</b>	<b>Warranty Period (Mo.)</b>
381276	APPLIANCE VIRTUAL PLTFRM R7+ SINGLE CPU EMBEDDED SERVER LIC:SR	\$151.13	0
381277	APPLIANCE VIRTUAL PLATFORM R7+ DUAL CPU COMMON SERVER LIC:SR	\$906.80	0
383536	R630 SERVER VSMALL APPLIANCE VIRTUALIZATION PLATFORM	\$8,270.93	12
383548	R630 SERVER MEDIUM APPLIANCE VIRTUALIZATION PLATFORM	\$11,451.09	12
383552	R630 SERVER VLARGE APPLIANCE VIRTUALIZATION PLATFORM	\$17,176.63	12
384021	CUSTOMER ENGAGEMENT R7 SELF SERVICE NEW PACKAGE LIC:CU	\$779.75	3
384219	CRM CONNECTOR R2 OVA LIC:DS,SR	\$30.23	0
387502	DSS R2 BASE SRVR SFTW LIC	\$14,282.27	3
387503	DSS R2 EA 1-500 PORT LIC	\$357.68	3
388048	R330 MID RANGE SERVER ASBCE	\$5,535.12	3
389782	CARBONITE AVAILABILITY VIRTUAL EDITION LIC:CU	\$1,914.36	0
389785	AVAYA AURA WEB GATEWAY R3 PER SERVER INSTANT LIC:CU	\$356.68	0
389942	CARBONITE AVAILABILITY VIRTUAL EDITION LICENSE SUPPORT	\$123.43	0
390492	OCEANA R3 CORE INFRA SYS PKG	\$21,421.62	3
390513	OCEANA R3 SPV DSKTP CNCR USER PKG	\$1,073.05	3
390519	AVAYA OCEANA R3 ALL MEDIA CONCURRENT USER PACKAGE LIC:CU	\$1,931.49	3
392487	CMS R19 ADMIN SYNC NEW LIC:DS	\$14,307.31	0
392505	CMS R19 CALABRIO HISTORICAL NEW LIC:DS	\$5,722.92	0
392510	CMS R19 CALABRIO RTA NEW LIC:DS	\$11,445.85	0
392535	CMS R19 HIGH AVAILABILITY/SURVIVABLE DUAL ROLE NEW LIC:DS	\$8,584.39	0
392625	CRM CONN R2 INBOUND VOICE USER NEW LIC:CU	\$357.68	3
392661	CRM CONN R2 INBOUND VOICE USER GEO REDUNDANCY NEW LIC:CU	\$178.84	3
392708	CMS R19 AGENT NEW 1-250 LIC:CU	\$464.99	0
392715	CMS R19 SUPERVISOR NEW/ADD LIC:CU	\$608.06	0
392726	CMS R19 HIGH AVAIL/SURVIVABLE AGENT NEW 1-250 LIC:CU	\$118.04	0
392733	CMS R19 HIGH AVAIL SUPERVISOR NEW/ADD LIC:CU	\$153.80	0
392741	CMS R19 ODBC/JDBC SUBSCRIPTION NEW/ADD LIC:CU	\$715.37	0
395025	CRM CONN R2 INBOUND VOICE USR TERM SUBSCRIPTION 3 YR AN PPAID	\$19.25	0
395315	CRM CONN R2 INBND USR GR TERM SUB3YAN	\$9.63	0
396794	AURA R8 CORE SUITE NEW SOFTWARE LIC: NU;CU;SR	\$178.34	0
396838	CC R8 ELITE AGENT NEW 1-250 LIC:CU	\$464.99	0
396839	CC R8 ELITE AGENT NEW 251+ LIC:CU	\$250.38	0
397188	ASBCE R8 STD SVCS LIC	\$38.64	0
397195	ASBCE R8 ADVANCED SERVICES SESSION LIC:CU	\$26.75	0
397202	ASBCE R8 STANDARD SERVICES SESSION HIGH AVAIL LIC:CU	\$19.02	0
397209	ASBCE R8 ADVANCED SERVICES SESSION HIGH AVAIL LIC:CU	\$13.08	0
397228	ASBCE R8 VE VAPP ENABLE	\$237.78	0
397300	SURVEY ASSIST R4 BASE LIC	\$14,282.27	0
397303	SURVEY ASSIST R4 IN VOICE PT LIC	\$715.37	0
397308	SURVEY ASSIST R4 DIGITAL BLOCK LIC	\$1,073.05	0
397309	SURVEY ASSIST R4 WEB-VISUAL FEAT LIC	\$7,139.35	0
397515	APPL ENBLMNT R8 BASIC TSAPI LIC:DS;CU	\$28.61	0
397546	APPL ENBLMNT R8 DMCC FULL LIC:DS;CU	\$171.69	0
397554	AES R8 GRHA SM LIC	\$7,139.35	0
397557	AES R8 GRHA MED LIC	\$17,851.95	0
397560	APPL ENBLMNT R8 GEO REDUNDANCY HIGH AVAILABILITY LARGE LIC:DS	\$35,703.89	0
397941	SESSION MANAGER R8 SYSTEM LIC:DS;NU;SR	\$1,309.82	0
397945	SM BRANCH SESSION MANAGER (BSM) R8 SYSTEM LICENSE LIC:DS;NU;SR	\$302.27	0
398011	AVAYA AURA MEDIA SERVER R8 SYSTEM LIC:DS	\$148.61	0
398012	AVAYA AURA MEDIA SERVER R8 DSP CHANNEL LIC:CU	\$38.64	0





FEDERAL SOLUTIONS

**Automated Contact Center Solutions (ACCS)**

**561422**

<b>Material Code</b>	<b>Description</b>	<b>GSA Price</b>	<b>Warranty Period (Mo.)</b>
398135	AURA PRESENCE SERVICES R8 GEOREDUNDANCY LIC:DS	\$8,976.33	0
398955	WFO R15.2 N+N CR REDUN	\$100.87	0
399043	IX MESSAGING R10 ADVANCED SEAT LIC: NU	\$38.64	0
399062	WFO R15.2 ADVANCED WORKFORCE OPTIMIZATION ACRA PACKAGE LIC:SR	\$1,144.58	0
400243	SA RLS MGMT DSS EA APPL SRV	\$370.28	0
400244	SA RLS MGMT SURVEY ASSIST EA APPL SRV	\$370.28	0
400245	SA RLS MGMT CALLBACK ASSIST EA APPL SRV	\$370.28	0
400425	WFO R15 CONTACT RECORDING QUALITY MONITOR ENCRYPTION SERVER	\$4,950.33	0
401938	IX MESSAGING R10 SR140 FAX 2 PORT LIC:DS, SR	\$2,199.50	0
402359	CBA R5 EA PORT NEW/ADD LIC	\$2,861.46	0
402870	WFO R15.2 DATA CTR REDUN	\$98.72	0
402873	WFO R15.2 CNTCT RCRDG QUAL MONITOR ENCRYPTION LIC:SR	\$221.76	0
403362	OCEANA R3 WITH ANALYTICS R4 CORE INFRA SYSTEM PACKAGE LIC:DS	\$21,421.62	0
403364	OCEANA R3 W/ ANALYTICS R4 SUPERVISOR DSKTP CNCRNT USER PKG	\$1,073.05	0
403745	COMMON SERVICE PLATFORM NODE LIC:DS,SR	\$30.23	0
405362641	POWER CORD USA	\$14.60	0
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,015.62	0
700406267	EXTERNAL USB CD/DVD RW DRIVE RHS	\$222.17	0
700439250	MM710B E1/T1 MEDIA MODULE	\$1,904.28	0
700501368	G450 160 CHANNEL DSP DAUGHTER BOARD	\$3,180.15	0
700506955	G450 MP160 MEDIA GATEWAY	\$6,680.86	12
700511982	C5 POWER CORD NORTH AMERICA	\$18.31	12
700512173	G430 MP40 MEDIA GATEWAY GSA	\$1,333.00	0
700513629	J179 IP PHONE NO POWER SUPPLY TAA	\$270.48	0
700513635	J169 IP PHONE NO POWER SUPPLY TAA	\$219.95	0
700513744	AAMS R8 MEDIA DVD	\$47.56	0
700513963	AES R7.1.3 SFTW ONLY MEDIA	\$21.46	0
700513985	APPLIANCE VIRTUAL PLATFORM R8 MEDIA KIT	\$89.17	0
700514097	ASP 130 DELL R640 SERVER PROFILE 2 WITH VMS BUNDLE	\$8,835.27	0
700514098	ASP 130 DELL R640 SERVER PROFILE 3 WITH VMS BUNDLE	\$12,178.34	0
700514100	ASP 130 DELL R640 SERVER PROFILE 5 WITH VMS BUNDLE	\$22,605.55	0
700514239	ASBCE R8.x SYSTEM SOFTWARE DVD	\$29.72	0
700514263	ASP 110 DELL R640 SERVER PROFILE 3 WITH EXPERIENCE PORTAL	\$8,641.05	0
700514751	AURA COMMUNICATION MANAGER R8.1 SOFTWARE DVD	\$29.72	0
700514753	APPLIANCE VIRTUAL PLATFORM R8.1 UTILITIES DVD	\$29.72	0
700514978	APPLIANCE VIRTUAL PLATFORM R8.1.1 DVD	\$29.72	0
700514979	APPLICATION ENABLEMENT R8.1.1 AURA OVA MEDIA	\$214.61	0
700514980	APPLICATION ENABLEMENT R8.1.1 SOFTWARE ONLY MEDIA	\$21.46	0



## Terms and Conditions Applicable to Purchase Information Technology Training (Special Item Number 611420)

### 1. Scope

- a. Avaya shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training offered under this Schedule relates to Avaya's equipment.
- b. System administration training is delivered at an Avaya facility and end user training is conducted at the ordering activity's location. Avaya also offers audio-digital training and on-site customized training. The available courses and audio-digital training can be found in the Authorized Schedule Price List.

### 2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of classroom training, chargeable training or for additional seats in accordance with the terms of this contract. The written order shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

### 3. Time of Delivery

Avaya shall conduct training on the date agreed to by Avaya and the ordering activity.

### 4. Cancellation and Rescheduling

- a. If the ordering activity notifies Avaya at least fourteen (14) calendar days before the first day of class, there will be no cost incurred by the ordering activity. With less than fourteen (14) days notice, the ordering activity will be liable for the full cost of training. An exception to this policy is when a class is canceled or a student is unable to attend due to an act of nature that would prevent travel to the training location. Avaya will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. Avaya agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class, as long as the substitute attendee meets the same pre-requisite as the original enrollee.
- d. In the event Avaya is unable to conduct training on the date agreed to by Avaya and the ordering activity, Avaya must provide the ordering activity at least seventy-two (72) hours notice.

### 5. Follow-Up Support

The ordering activity can contact Avaya University at 800-288-5327 or send an email to [avaya.u.helpdesk@accenture.com](mailto:avaya.u.helpdesk@accenture.com) for support after a course has been completed.



## 6. Purchase Price for Training

The purchase price that the ordering activity will be charged is the purchase price in effect at the time of order placement.

## 7. Invoices and Payment

Invoices for training courses shall be submitted by Avaya after ordering activity has completed the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 8. Format and Content of Training

- a. Avaya shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. Each student shall be provided with a certificate of course completion at the completion of each training course.
- c. The available courses, descriptions, and prices can be found in the pricing section of the Schedule Price List. Additional information regarding specific courses offered is provided by either contacting the Avaya University Help Desk at 1-800-288-5327, or going to the Avaya University Learning Centre website <https://www.avaya-learning.com>.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., Instructor-led, Online, CD-ROM or Video training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Avaya cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

## 9. "No Charge" Training

Avaya provides CDs and other training material appropriate to the service or equipment sold and implemented. As an example: included with the sale and implementation of a server and terminals are System Administration documents as well as end-user guides.

## 10. Liability for Injury or Damage

Avaya shall not be liable for any injury to the students, or damage to ordering activity property arising from Avaya provided training, unless such injury or damage is due to the fault or negligence of Avaya.



**Leon County Government**  
**Purchasing Division - 1800-3 North Blair Stone Road, Tallahassee, FL 32308**  
**Phone (850) 606-1600 Fax (850) 606-1601**  
[www.leoncountyfl.gov](http://www.leoncountyfl.gov)

### **STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. This purchase order number must appear on the invoice and shipping documents. Payments will only be made on itemized invoices. Original and 2 copies of itemized invoice must be furnished.
2. Back orders will not be accepted unless prior approval is obtained from Purchasing Office.
3. Collect shipments will not be accepted. If freight is to be paid by Leon County, freight charges must be prepaid and included on invoice.
4. No substitutions of items ordered or price changes will be allowed without prior approval from Purchasing Office.
5. Checks will only be made payable to the vendor specified on this purchase order. Invoice must be issued by the same vendor specified on this purchase order.
6. Invoice must contain Federal Employment Identification number or Social Security number.
7. Render separate invoices for each purchase order.
8. Render invoices only for merchandise that has actually been shipped.
9. Equal Opportunity / Affirmative Action Employer.

## SPECIAL PURCHASE ORDER TERMS AND CONDITIONS

### 1. Indemnification

~~The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents arising out of or under this Agreement. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor, and the premises and covenants herein, constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.~~

**Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the County, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County or their officers, agents, and employees.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

### 2. 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 invoices and payment records~~ (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. Customer Data, as defined in the Avaya Terms of Use for Hosted Services, shall be retained in accordance with the Avaya Terms of Use for Hosted Services.
- C. Upon completion or termination of this Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times, upon prior notice, to the extent permitted, at Contractor facilities where these records are normally kept, 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 (1)(10), shall have full

access to and the right to examine this Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- F. 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 AGREEMENT, 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**

3. Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to section 768.28, Florida Statutes.

4. Law, Jurisdiction, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

5. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #22**

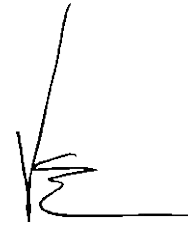
# Leon County Board of County Commissioners

## Agenda Item #22

March 9, 2021

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

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



**Title:** Full Board Appointment to the Affordable Housing Advisory Committee and a Status Report on the Collaboration between the County and City Affordable Housing Advisory Committees

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services and Community Partnerships Matthew Wyman, Housing Services Manager Mary Smach, Agenda Coordinator

### **Statement of Issue**

This item seeks the full Board's consideration of the appointment of a citizen to the Affordable Housing Advisory Committee. As requested by the Board, at its February 16<sup>th</sup> meeting, the item was continued to provide an analysis on collaboration efforts between the Leon County Affordable Housing Advisory Committee and the City of Tallahassee Affordable Housing Advisory Committee.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Appoint one citizen, Oral Payne, to the Affordable Housing Advisory Committee for the remainder of the unexpired term ending March 31, 2023 (Attachment #1).
- Option #2: Accept the status report on the collaboration between the County and City Affordable Housing Advisory Committees.



Title: Full Board Appointment to the Affordable Housing Advisory Committee and a Status Report on the Collaboration between the County and City Affordable Housing Advisory Committees

March 9, 2021

Page 2

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## **Report and Discussion**

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

This item seeks the full Board’s consideration of the appointment of a citizen to the Affordable Housing Advisory Committee. As requested by the Board, at its February 16<sup>th</sup> meeting, the item was continued to provide an analysis on collaboration efforts between the Leon County Affordable Housing Advisory Committee and the City of Tallahassee Affordable Housing Advisory Committee.

During the February 16<sup>th</sup> meeting, the Board raised possible concerns about the appointment of Mr. Payne to the County’s AHAC. Mr. Payne works for Graceful Solutions, Inc. as the Director of Single-Family Housing. Bill Wilson, the President of Graceful Solutions, Inc. serves on the City’s AHAC. As discussed in detail below, the County and City AHACs are independent bodies and there is no Sunshine Law violation if Mr. Payne and Mr. Wilson discuss housing matters outside of any AHAC meeting as the County and City AHACs are separate bodies. In addition, there is no conflict for either member when the two AHACs meet jointly.

### **Analysis:**

Section 420.9076, Florida Statutes, requires each jurisdiction in the State that receives funding through the State Housing Initiatives Partnership (SHIP) to appoint an Affordable Housing Advisory Committee (AHAC) to review ordinances, policies and procedures, land development regulations, and the adopted comprehensive plan to identify barriers that impact affordable housing efforts. Both the County and City each receive dedicated SHIP funding and have their own respective AHAC. As discussed further below, the two AHACs meet at least annually for greater coordination that could reduce barriers to affordable housing.

Per Florida Statutes, the AHAC membership is comprised of at least eight (8) but not more than eleven (11) members, including an elected official of the governing body that receives SHIP funds. The County’s AHAC is currently comprised of nine (9) members, including Commissioner Maddox (Attachment #2). The City’s AHAC is comprised of 11 members, including Mayor John Dailey (Attachment #3). Ian Waldick serves as the Planning Commission designee for both the County and City AHACs.

In 2016, the Board and City Commission jointly established the Tallahassee-Leon County Affordable Housing Workgroup (Workgroup), an ad-hoc committee comprised of community stakeholders, to develop recommendations on enhancing coordination and collaboration among local partners, in order to increase the stock of affordable housing in Tallahassee-Leon County. In 2017, upon the recommendation of the Workgroup, the Board and City Commission respectively directed that the County’s AHAC and City’s AHAC hold at least one joint meeting per year to review current County and City policies and Housing programs and make recommendations, if necessary, for greater coordination that could reduce barriers to affordable housing.

Title: Full Board Appointment to the Affordable Housing Advisory Committee and a Status Report on the Collaboration between the County and City Affordable Housing Advisory Committees

March 9, 2021

Page 3

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Since 2018, the County and City AHACs have held a joint meeting once each year as directed by the Board and City Commission; however, the meeting scheduled for March 2020 was canceled due to COVID-19. The annual joint meeting is in addition to the County's regularly scheduled AHAC meetings that are held every other month to review County ordinances, policies, and programs, and to compile an annual report of recommendations to the Board, as statutorily required.

On February 16, 2021, the County and City AHACs held a joint meeting to hear presentations from housing partners including the Housing Finance Authority of Leon County and Tallahassee Lenders Consortium as well as presentations from County and City staff on recent collaborative housing efforts such as the establishment of the Community Land Trust. At that time, the two AHACs agreed to hold joint meetings quarterly to review the current affordable housing goals of the County and City, receive presentations from additional partners including the Tallahassee Housing Authority, Big Bend Continuum of Care, and CareerSource; and establish metrics that could be utilized to measure the performance of the housing programs and services delivered by the County and City respectively. The County and City AHACs also requested that a representative of the Leon County School Board be invited to participate in the quarterly joint meetings. Ultimately, recommendations would be developed that would be presented to the Board and City Commission respectively in December 2021.

It is important to note that although the County and City AHACs hold joint meetings, they are two separate committees. Any actions taken at the joint meeting must be voted on separately by the County and/or City AHACs. County and City AHAC minutes are recorded and approved by the respective AHACs during separate meetings. If either the County or City AHAC does not have a quorum in attendance during a joint AHAC meeting, any actions taken must be ratified during a subsequent meeting at which time a quorum is present for the respective AHAC.

The Sunshine Law applies to meetings of two or more members of the same board when discussing some matter which foreseeably will come before the board. Subject to a limited exception typically not applicable to a member of the AHAC, the Sunshine Law does not apply to meetings between individuals who are members of different boards. Therefore, discussions between individual members of the County AHAC and the City AHAC outside a formally noticed public meeting are generally not subject to the Florida Sunshine Law.

### **Affordable Housing Advisory Committee (AHAC)**

Purpose: The goal of the County's AHAC is to identify affordable housing incentives and serve as an information resource to help improve affordable housing feasibility. The AHAC reviews the established policies and procedures, ordinances, land development regulations, and adopted comprehensive plan and recommends specific actions or initiatives to encourage or facilitate affordable housing.

As required by the State Housing Initiatives Partnership (SHIP) Program, the AHAC provides an annual report on affordable housing incentives to the Board. Administered by the Florida Housing Finance Corporation, the SHIP Program provides funds to counties to finance and preserve

Title: Full Board Appointment to the Affordable Housing Advisory Committee and a Status Report on the Collaboration between the County and City Affordable Housing Advisory Committees

March 9, 2021

Page 4

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affordable housing based on locally adopted Local Housing Assistance Plans (LHAP). The SHIP Program targets very-low, low, and moderate-income households.

Composition: The AHAC membership is comprised of at least eight (8) but not more than eleven (11) members, and must consist of **one** (1) representative from at least **six** (6) of the eligibility categories, as follows:

- a. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c. A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- f. A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g. A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h. A citizen who actively serves on the local planning agency pursuant to section 163.3174, Florida Statutes.
- i. A citizen who resides within the jurisdiction of the local governing body making the appointments.
- j. A citizen who represents employers within the jurisdiction.
- k. A citizen who represents essential services personnel, as defined in the local housing assistance plan. (*Essential Service Personnel includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel and active U.S. Armed Forces Service Members.*)

One County Commissioner must serve as a member on the AHAC. The commissioner currently serving is Commissioner Maddox.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
11	2	Female – 4 Male - 5	White – 4 African American – 5

Vacancy: There are currently two (2) vacant seats on the AHAC and Categories a., c., e., j. and k. are not currently represented. Please note that staff is recommending that no more than two people be appointed from any single category. The eligible applicant for the unrepresented category is listed in Table #1.

Title: Full Board Appointment to the Affordable Housing Advisory Committee and a Status Report on the Collaboration between the County and City Affordable Housing Advisory Committees

March 9, 2021

Page 5

*Table #1. Affordable Housing Advisory Committee*

<b>Vacancies / Category</b>	<b>Term Expiration</b>	<b>Eligible Applicant Application Attachment #</b>	<b>Gender-Race</b>	<b>Recommended Action</b>
a. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.	3/31/2023	1. Oral R. Payne	Male – Black	Appoint <b>one</b> eligible applicant for the remainder of the unexpired term ending March 31, 2023.

As previously mentioned, the Board continued its consideration of the appointment of a citizen to the County’s AHAC. Mr. Oral Payne applied to serve in the category of a “citizen who is actively engaged in the residential home building industry in connection with affordable housing.” As reflected in his Citizen Committee application, Mr. Payne works for Graceful Solutions, Inc. as the Director of Single-Family Housing. Bill Wilson, the President of Graceful Solutions, Inc. serves on the City’s AHAC. As set forth herein, should the Board appoint Mr. Payne to the County’s AHAC, any discussions between him and his employer, Mr. Wilson, would not be subject to the Florida Sunshine Law.

**Options:**

1. Appoint one citizen, Oral Payne, to the Affordable Housing Advisory Committee for the remainder of the unexpired term ending March 31, 2023.
2. Accept the status report on the collaboration between the County and City Affordable Housing Advisory Committees.
3. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Payne application and resume
2. Leon County Affordable Housing Advisory Committee Membership
3. City of Tallahassee Affordable Housing Advisory Committee Membership



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
AFFORDABLE HOUSING ADVISORY COMMITTEE**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Oral Rupert Payne		<b>Date:</b> 1/27/2021 3:13:56 PM	
<b>Home Address:</b>	6062 Proctor Road Tallahassee, FL 32309	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 322-9986	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	oralpayne78@gmail.com	<b>How many years have you lived in Leon County?</b>	40

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Graceful Solutions, Inc	<b>Work Address:</b>	1196 C Capital Circle NE Tallahassee, FL 32309
<b>Occupation:</b>	Director of Single Family Housing		
<b>Work/Other Phone:</b>	(850) 216-1011		

**(OPTIONAL)**

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

<b>Race:</b>	Black or African American	<b>Gender:</b>	M	<b>Age:</b>	61
<b>District:</b>	District IV	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Jevele Robinson	<b>Name:</b>	Fajr Ibraheem
<b>Address:</b>	2921 Roberts Ave, Tallahassee, FL 32310	<b>Address:</b>	3432 Zillah Street Tallahassee, Florida 32305
<b>Phone:</b>	(850) 544-3031	<b>Phone:</b>	(850) 321-2153

**Resume Uploaded?** Yes

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

**(COMMITTEE QUESTIONNAIRE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**AHAC members must meet one of the membership eligibility criteria as listed below. Please indicate your area of expertise.**

- Actively engaged in the residential home building industry in connection with affordable housing.
- Actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- A representative of those areas of labor actively engaged in home building in connection with affordable housing.
- Actively engaged as an advocate for low-income persons in connection with affordable housing.
- Actively engaged as a for-profit provider of affordable housing.
- Actively engaged as a not-for-profit provider of affordable housing.
- Actively engaged as a real estate professional in connection with affordable housing.
- Actively serves on the Planning Commission, the local planning agency pursuant to s. 163.3174.
- Resides within Leon County
- Represents an employer within Leon County.

- Represents essential services personnel, as defined in the Local Housing Assistance Plan. (Essential Service Personnel are employees or persons whose profession or occupation is considered essential to the community, such as teachers and educators; other school district, community college and university employees; police and fire personnel; health care personnel; skilled building trades personnel and active U.S. Armed Forces service members.)

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

Signature: *Mr. Oral Rupert Payne*

The application was electronically sent: 1/27/2021 3:13:56 PM

## ORAL R. PAYNE

6062 Proctor Road ~ Tallahassee, FL 32309  
Mobile: (850) 322-9986 ~ Email: [OralPayne78@gmail.com](mailto:OralPayne78@gmail.com)

A Detailed oriented financial industry professional with a broad range of experiences in banking, training, employee development, and customer service. Knowledgeable in loan underwriting guidelines and processing, transaction monitoring; investigating loans, suspicious activity identification, banking activities and financial (payment review) analysis and Due Diligence, Ability to assimilate complex information and create SAR reports.

### Professional Experience

#### Director of Single Family Housing

Graceful Solutions, Inc, Tallahassee, FL

4/2019 – Present

- As a HUD Certified Housing Counselor I counseled clients regarding the purchase of a home. Prequalifies prospective buyers in the home construction & renovations.
- Counseled clients regarding the purchase or sale of a home or land, qualified prospective buyers in the purchase analyzing their income, assets, credit report and appraisal.
- Work with land owners to acquire property

#### Realtor:

Xcellence Realty, Inc, Tallahassee, FL

9/2020 - Present

Keller Williams Town & Country Realty, Tallahassee, FL

8/2011 – 8/2020

- Counseled clients regarding the purchase or sale of a home or land. Prequalifies prospective buyers in the purchase of a home, reviewing the 1003, analyzing their income, assets, credit report and appraisal and for compliance based on FNMA, FHLMC and FHA guidelines and advising clients of the best financial options.
- Work with Developers/Builders with home construction & renovations.
- Counseled clients regarding the purchase or sale of a home or land, qualified prospective buyers in the purchase of a home.

CAT Field Adjuster: Catastrophe Response Unit (CRU), Inc.

9/2017 – 12/15/2017

- Examined claim forms, policies and endorsements and other records to determine coverages.
- Conducted on-site investigations of the Risk: by inspecting physical damage, this includes scoping the roof, interior and exterior and by interviewing insured.
- Prepared reports with photographs of the damage and produced an estimate of repairs in Xactimate.
- Met with insured to review my conclusions and estimate of repairs. Forwarded all findings to management for inside review.

Analyst: American Mortgage Corp. First (AMC) (Remote)

8/2018 – 5/04/2019

- Review loan files for completeness and accuracy including but not limited to, calculation and verification of income & assets, evaluation of credit reports, purchase contracts, appraisals, title commitments, VOE, tax returns, divorce decrees, and other loan pertinent compliance documentation.
- Evaluate debt & loan-to-value ratios, credit score, property valuation and various other factors
- Determine and document loan conditions, communicate requirements, and/or decisions
- Identify portfolio risks resulting from the client's underlying business practices, underwriting, and/or fraud exposure

Analyst: Mission Capital Advisors, LLC (Remote)

8/2015 – 4/13/2017

- Review/Analyze legal collateral documentation for residential loans including the Note, Mortgage, Modifications, Title Policy, and Assignment/Endorsement chains; identify deficiencies and conducted appropriate exception cures.
- Examine/Review Title Documents and provide solutions. Evaluate residential loans for compliance qualifications; identify potential cures for violations and carry out the cures.



- Identified data deficiencies and exceptions between collateral documentation and mortgage servicing system data; conducting appropriate cures.
- Provided data mapping assistance between the client's mortgage servicing system and the new investor's servicing (disclosures) system; facilitated general Q&A for new Servicers relative to data and processes of the client's servicing system.

**General Manager: Nefetari's Fine Cuisine & Spirits**

**10/13/2013 – 7/31/2015**

- As restaurant manager, I oversaw food preparation, human resources, customer service, and administrative organization for a restaurant. This includes supervising a staff of 23+ employees (including chefs), making certain that the kitchen, dining spaces, and bar areas remain fully staffed and running smoothly.
- Other responsibilities included inventory of food products and restaurant equipment; ensure the building meets fire & food safety codes; count the restaurant's earnings, monitor payroll records, and oversee the yearly budget & handling of human resources and ensuring customer satisfaction.

**Forensic Foreclosure Analyst**

**Solomon Edward - Charlotte, NC**

**11/2011 - 1/13/13**

**Client: Office of Comptroller of Currency**

- Analyzed and researched loan files, including the Title Policy, Note, Mortgage, Bailee Letters, and Endorsement chains; to determine if a foreclosure occurred when an active modification or loss mitigation was under consideration. Reviewed the foreclosure procedural process for conformity with the mortgage terms. Responsible for assessing clientele fees permissible under the terms of the loan; responsible for ensuring that loss mitigation activities were handled in accordance with the requirements of the HAMP program.
- Worked with representative of the OCC identifying certain deficiencies and unsafe or unsound practices in residential mortgage servicing in the Lender's handling of foreclosure proceedings, including Reverse Mortgages and SCRA.
- Performed thorough income and credit analysis and evaluations on loans to determine eligibility for potential CLAIMS due to fraudulent foreclosures; residual and mortgage servicing assets; or managed investment The relationship between the Lender, and Investor; performed and reviewed operational risk management, internal controls, policies and procedures. Executed detailed analysis of financial services credit operations, underwriting, loan documentation and collateral perfection. Reviewed business policy compliance, bankruptcy, fees, servicing and the modification review process.
- Anti-Money Laundering (AML) training.
- Advised and trained Foreclosure Analyst to Track and Report their progress to meet schedules and objectives.
- Experience with loan inventory and operational review of mortgage documents subject to regulatory scrutiny (FDIC closure, SOX, OCC action, OTS, State regulators/examiners).

**Real Estate Masters & Associates, Tallahassee, Florida**

**3/2001 - 8/2011**

**Hinson Realty Inc., Tallahassee, Florida**

**1/1992 - 3/2001**

- Designed, developed, and delivered classroom materials for our monthly and quarterly workshops to educate homebuyers in budgeting and credit management. This included advising clients about financing options (FHA, VA, etc.) available to them.
- Trained clientele (quarterly) on the utilization of Board of Realtors contracts and documents; Developed marketing plans for real estate clients.
- Work with Developers/Builders with home construction & renovations.

**Tallahassee Regional Airport, Tallahassee, Florida**

**5/2004 - 5/2011**

**Project Coordinator, Trainer**

- Reviewed construction/renovation plans prepared by consultants, including runways and landscape maintenance.
- Responsible for managing/training Airport Facility's staff in the use of PeopleSoft (HRMS) to input and manage payroll and Employee Benefits. Assisted in developing, installing and maintaining the Airport Tenants Maintenance Management System forms and procedures (IBM Maximo and Microsoft Access).
- Responsible for coordinating contractors and staff for renovations such as service roads, additions and landscape enhancements.

**Senior Loan Officer/ Mortgage Broker and Trainer**  
**Transcontinental Lending Group, Ft. Lauderdale, Florida**  
**Heritage Mortgage Corp., Tallahassee, Florida**

6/1999 - 1/2006  
1/1999 - 6/1999

- Trained loan officers to use Encompass Mortgage Management Solution Software (<http://www.elliemae.com>), an online network for the residential mortgage industry, and ensured compliance with corporate procedures and state laws.
- Obtained and evaluated residential loans for qualifications and compliance. Verified information, processed all documentation, and maintained strong relationships with clients and industry professionals throughout the region.
- 

**Loan Counselor**

**The Housing Development Corporation of Tallahassee and Leon County (02/1992 to 01/1994)**

- Facilitated monthly training and counseling sessions for prospective homebuyers in budgeting and credit management;
- Assisted clients in the mortgage loan application process.
- Designed, developed, and delivered classroom materials for homebuyer preparation training and facilitated "Homebuyer Clubs";
- Coordinated and implemented training modules for the down payment assistance program. Assisted with grant preparation for various Housing and Urban Development Programs.

## Education

**Bachelor of Science ~ Political Science**, Florida A&M University, Tallahassee, FL

**Business Administration** ~ Essex Community College, Newark, NJ

**Training In:**

- HUD Certified Housing Counselor
- FL Insurance Adjusters License # W450752
- Windows 8 Enterprise Technician
- A+ Hardware/PC Repair
- Networking & TCP/IP
- A+ Operating Systems/PC Repair
- Windows Servers 2012 Management & Configuring
- Anti-Money Laundering & Fraud Prevention Certification ~ BOA

Software & Applications: Xactimate, Mantas, Lexis Nexis, PeopleSoft (HRMS), Encompass Mortgage Management Solutions and numerous proprietary systems.

## Activities

Member Chamber of Commerce - Leadership Tallahassee: Class IX, Chamber of Commerce Board Member, Friends Of The Park;  
Chairman, City of Tallahassee Parks and Recreation Advisory Board Sept 1995 to Aug. 2001; Member 2002 to 2008;  
Board Member, 21<sup>st</sup> Century Council Board of Directors.

**Soccer Coach/Trainer, Top of Florida Youth Soccer Club & Warner Soccer, Inc, 1992 to Present**

Coach, Youth Soccer: Rickards High School, Chiles High School, East Gadsden High School; Vice President/Board Member, Top of Florida Soccer Club;

## Leon County Affordable Housing Advisory Committee

Seat #	Member Name	Begin Term	End Term	Term	Seat Category	Employer	Occupation
1	Nick Maddox	9/29/2020	12/31/2022	1st term	County Commissioner	Leon County	County Commissioner
2	Lawrence Tobe	5/12/2020	3/31/2023	1st term	i. A citizen who resides within the jurisdiction of the local governing body making the appointments	Self-Employed	Architect
3	Shawn Menchion	5/12/2020	3/31/2023	1st term	d. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing	USAF Retired	Chaplain
4	Deborah Lloyd	5/12/2020	3/31/2023	1st term	f. A citizen who is actively engaged as a not-for-profit provider of affordable housing	Good News Outreach	Program Consultant
5	Trina Rose Searcy	5/12/2020	3/31/2023	1st term	g. A citizen who is actively engaged as a real estate professional in connection with affordable housing	Self-Employed	Realtor
6	Ian Waldick	11/20/2018	6/30/2021	1st term	h. Planning Commission Member	The Florida Supreme Court	Staff Attorney
7	Madelon J Horwich	5/12/2020	3/31/2023	2nd term	i. A citizen who resides within the jurisdiction of the local governing body making the appointments	The Florida Supreme Court	Attorney
8	Herschel Holloway	1/26/2021	3/31/2023	1st term	b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing	Envision Credit Union	Finance
9	Marthea Pitts	5/12/2020	3/31/2023	1st term	d. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.	FSU College of Social Work Florida Institute of Child Welfare	Social Worker

**City of Tallahassee Affordable Housing Advisory Committee**

Seat #	Member Name	Begin Term	End Term	Term	Seat Category	Employer	Occupation
1	Kyndra L. Light	1/27/2021	12/31/2023	1st term	Residential Home Building Industry	Precision Building & Renovating LLC	CEO
2	Julian V. Smith	7/10/2019	12/31/2022	2nd term	Banking or Mortgage Banking Industry	Capital City Bank	Banker
3	Karius Henry	1/27/2021	12/31/2023	2nd term	Area of Labor within the Home Building Industry	Kingdom First Realty Inc.	Real Estate Investment Manager
4	Christopher L. Daniels	1/27/2021	12/31/2023	1st term	Advocate for low-income person	FAMU	Assistant Professor
5	Bill Wilson	1/27/2021	12/31/2022	1st term	for-profit or not-for-profit provider of affordable housing	Graceful Solutions	President
6	John Dailey	9/23/2020		1st term	locally elected official	City of Tallahassee	Mayor
7	Kayana Gaines	1/27/2021	12/31/2023	1st term	Real Estate Professional	Self-employed	Realtor
8	Ian Waldick	1/27/2021	12/31/2023	1st term	Planning Commission member	Florida Supreme Court	Staff Attorney
9	Jovita Woodrich	5/12/2020	12/31/2022	2nd term	Resident	Goodwill Industries-Bend Bend Inc.	Social Work: V.P., Residential Services
10	James McShane	7/10/2019	12/31/2022	2nd term	Representative of Employers	CareerSource Capital Region	CEO
11	Adela Ghadimi	3/11/2020	12/31/2021	Partial Term	Representative of Essential Services	FSU, Askew School of Public Administration & Policy	Graduate Assistant & Doctoral Student

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

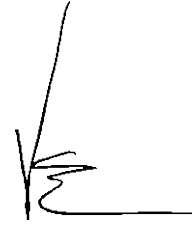
## Agenda Item #23

March 9, 2021

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

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

**Title:** Full Board Appointment to the Tallahassee-Leon County Board of Adjustments and Appeals



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

### **Statement of Issue**

This item seeks the full Board's consideration of the appointment of a citizen to the Tallahassee-Leon County Board of Adjustments and Appeals.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Appoint one citizen, Lamont Nelson, to the Tallahassee-Leon County Board of Adjustments and Appeals, for the remainder of the unexpired term ending June 30, 2023.

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Board of Adjustments and Appeals (BOAA)**

Purpose: The Tallahassee-Leon County BOAA is a County/City joint board that hears and decides on appeals of administrative decisions as provided in the City of Tallahassee and Leon County Land Development Code, and variances to sign, plumbing, zoning, housing, building, gas and fire prevention codes of the City of Tallahassee and Leon County as provided in the City and Leon County Land Development Codes.

Composition: The BOAA membership consists of nine (9) citizens, seven (7) members plus two (2) alternates. Three (3) members appointed by the County, three (3) members appointed by the City and one (1) member alternately appointed by the County and the City Commissions. In addition, both the County and the City Commissions may appoint one (1) alternate member, who serves in the event that their presence is needed to constitute a quorum (4 members). The members serve a three-year term and may not serve more than two full consecutive terms. Vacancies are filled for the remainder of the unexpired term.

#### Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
9	3	Female – 2 Male – 4	White – 4 African American 1 Hispanic or Latino - 1

Vacancies: The County has one vacant seat and the City of Tallahassee has two vacant seats. The County appointed BOAA member, Paul (Nic) Patronis, has resigned. His term was due to expire on June 30, 2023. The eligible applicant is listed in Table #1.

*Table #1: Board of Adjustments and Appeals*

Vacancies	Term Expiration	Eligible Applicant Application Attachment #	Gender - Race	Recommended Action
Paul (Nic) Patronis <i>Resigned</i>	6/30/2023	1. Lamont Nelson	Male – Black	Appoint <b>one</b> eligible applicant for the remainder of the unexpired term ending 6/30/2023.

**Options:**

1. Appoint one citizen, Lamont Nelson, the Tallahassee-Leon County Board of Adjustments and Appeals, for the remainder of the unexpired term ending June 30, 2023.
2. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Nelson application and resume





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
BOARD OF ADJUSTMENT AND APPEALS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Lamont Nelson		<b>Date:</b> 11/19/2020 6:18:35 AM	
<b>Home Address:</b>	1206 Breckenridge Run Tallahassee, FL 32311	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(954) 790-5230	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	lnelson350@gmail.com	<b>How many years have you lived in Leon County?</b>	10

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Tesla	<b>Work</b>	
<b>Occupation:</b>	Land Use & Environmental Planner	<b>Address:</b>	
<b>Work/Other Phone:</b>			

**(OPTIONAL)**

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

<b>Race:</b>	Black or African American	<b>Gender:</b>	M	<b>Age:</b>	28
<b>District:</b>	District V	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Raina Nugent	<b>Name:</b>	Tisha Holmes
<b>Address:</b>	1553 Proctor St, Tallahassee, FL	<b>Address:</b>	
<b>Phone:</b>	(305) 340-1312	<b>Phone:</b>	(347) 693-5267

**Resume Uploaded?** Yes

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

**(COMMITTEE QUESTIONNAIRE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Members must be a resident, an owner of real property AND a taxpayer in Leon County.**

Are you a resident of Leon County? **Yes**

Are you a property owner and taxpayer in Leon County? **Yes**

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

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

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

Signature: *Mr. Lamont Nelson*

The application was electronically sent: 11/19/2020 6:18:35 AM



L / N

# LAMONT L NELSON

URBAN AND REGIONAL PLANNER

954-790-5230 Tallahassee, FL, 32311 www.linkedin.com/lamontnelson Inelson350@gmail.com

## PROFILE SUMMARY

An Urban and Regional Planning Professional who is self-motivated and has gained over 4+ years of planning, project management, budget, and customer service experience through application. Also, having extensive experience with collecting, analyzing, interpreting, and communicating data effectively. My interpersonal skills have allowed me to be able to effectively establish and maintain stakeholder relationships. Being an independent worker, I can adapt in stressful situations and learn new principles, practices, and procedures. My experience has also equipped me to be able to read, interpret, and apply local, state, and federal regulations.

## EDUCATION

- MASTER OF SCIENCE // URBAN AND REGIONAL PLANNING
  - Florida State University
  - 5/2020
- BACHELOR OF SCIENCE// GEOGRAPHY
  - Florida State University.
  - 5/2017

## WORK EXPERIENCE

11/19-Present  
Tallahassee FL

### PLANNING MANAGER / Florida Fish and Wildlife Commission

Unit Project Manager, utilizing data analysis and research to plan and complete marine construction projects on time ensuring other agencies, local governments, and stakeholders receive timely and detailed information regarding the development and posting of regulatory zones.

- Provide oversight of the analysis, planning, permitting, construction, and closeout of marine construction projects.
- Supervise subordinates working within the waterway management unit and coordinate planning and evaluation efforts
- Exercise independent judgment in the development of policies and procedures which have significant impact to program administration and program budget.
- Provide review of deliverables from consultants and contractors, verifying that the scope of work was completed.

01/19-11/19  
Tallahassee FL

### PLANNER III / Florida Fish and Wildlife Commission

Served as Construction Coordinator providing project management on county construction projects. Evaluated and assisted in compiling and analyzing data relevant to the identification of issues and the development of programs directed at solving waterway management problems.

- Assisted with broadening partnerships regarding waterway management initiatives with local, state, and federal governments.
- Managed multiple contracts for constructions, long and short-term project planning and work plan development
- Provided mentorship and training for Planner II and OPS Planner I
- Initiated and assisted in preparations for public workshops, hearings, and meetings.
- Conducted analyses to determine the consistency of the proposed projects with state plans, programs, and objectives.

07/18-01/19  
Tallahassee, FL

### PLANNER II / Florida Fish and Wildlife Commission

Served as Permit Coordinator, overseeing new permit applications and supporting documents, conducting permit inspections, ensuring that procedural and publication deadlines were met, maintained asset database containing over 10,000 state assets.

- Established and maintained working stakeholder relationships
- Coordinated the local, state, and federal permitting of agency waterway markers.
- Ensured that the states uniform waterway markers were consistent with state statutes, rules, and federal laws.
- Ensured that all permits and permit amendments are entered into the marker database.
- Evaluated proposed local government ordinances and assisted with the development of waterway marker sign plans

## PROFESSIONAL AFFILIATIONS

Member-American Planning Association  
Member-Caribbean Network for Urban and Land Management  
Member- Urban Land Institute

## SKILLS

Microsoft Office Suite  
Leadership  
ArcGIS  
Adaptability  
Project Planning

## CERTIFICATIONS

Florida Certified Contract Manager (FCCM)

## WORK EXPERIENCE CONTINUED

04/18-07/18  
Tallahassee, FL

### PLANNING INTERN / Leon County Dev. Support and Environmental Management.

Served as support staff reviewing permit applications to ensure consistency and compliance with the County Comprehensive Plan. Provided Administrative Support to Senior Planners on development projects.

- Assisted staff in compiling reports from other agencies and departments, to be used in the development of DSEM staff reports.
- Assisted Senior Planners with researching application compliance with Leon County Land Development Code
- Ensured Land development regulations were consistent with the Tallahassee-Leon County Comprehensive Plan
- Reviewed GIS maps for analysis of environmental features.
- Assist staff in the research and analysis of site plan reviews

08/17-01/19  
Tallahassee, FL

### STAFF SCIENTIST / HSW Engineering

Provided data compilation and assessment for client reports on environmental projects. Conducted Phase I and II assessments for development and federally funded brownfield projects.

- Provide environmental consulting support to the Lead Consultant.
- Assisted with the coordination of Tallahassee's first environmental Awareness Workshop.
- Prepare reports and GIS mapping.
- Assist with site assessment activities.

04/15-04/18  
Tallahassee, FL

### REVENUE SPECIALIST / Florida Department of Revenue

Provided Administrative and Accounting functions to meet deadlines, supervising Clerk Specialist and Senior clerk in their processing of over 2 million dollars per week in taxpayer funds.

- Manage, organize, and prepare documents to meet processing requirements.
- Operate and maintain mail, imaging, and remittance processing equipment.
- Maintain tracking and statistical reports using Excel.
- Assist with the training and supervision of new Clerk Specialist, OPS, and Temporary employees.
- Compute, process and record customer payments.

## PROFESSIONAL REFERENCES

**WELDON RICHARDSON**  
Senior Principal Planner  
Leon County Development Support and Environmental Management  
850-284-2690

**JEAN MILLS**  
Office Manager  
Florida State University  
Office of Financial Aid  
850-644-4480

**SHAWNA MARTIN**  
Senior Principal Planner  
Leon County Development Support and Environmental Management  
850-766-1242

**MARK RUTH**  
Revenue Manager  
Florida Department of Revenue  
850-322-0717