

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JANUARY 5, 2015
6:00 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR THE REHABILITATION OF ONE (1) HOME, THROUGH THE SHIP PROGRAM, SET FOR THIS DATE AT 6:00 P.M.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND CONSENT AGENDA ITEMS:

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF 12/16/14WS; 12/16/14R;
12/23/14S
6. EXAMINATION AND APPROVAL OF INVOICES.

7. THE BOARD TO CONSIDER ADOPTION OF TWO (2) RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
8. THE BOARD TO REVIEW AND CONSIDER ACCEPTANCE OF THE TAYLOR COUNTY JAIL ANNUAL FACILITY INSPECTION REPORT AND ANNUAL MEDICAL INSPECTION REPORT, AS AGENDAED BY CAPTAIN RICHARD JOHNSON, TAYLOR COUNTY SHERIFF'S OFFICE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE UPDATED COOPERATIVE EQUIPMENT LOAN AGREEMENT, BETWEEN THE FLORIDA FOREST SERVICE AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY CHARLES PITTS, DISTRICT PILOT, FLORIDA FOREST SERVICE.

COUNTY STAFF ITEMS:

10. THE BOARD TO RECEIVE AND CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE WIDENING & RESURFACING OF ROBERTS AMAN ROAD (CR 361), IN THE AMOUNT OF \$500,000, AND CONSIDER CONSTRUCTION PROJECT BID AWARD, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO REVIEW PROPOSALS AND CONSIDER AWARDDING THE FOREST CAPITAL HALL RENOVATION PROJECT UNDER THE STATE CULTURAL FACILITIES GRANT PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.
12. THE BOARD TO RECEIVE AND CONSIDER APPROVAL OF REVISED CONSTRUCTION & MAINTENANCE AGREEMENT WITH FDOT, FOR IMPROVEMENTS TO JOHNSON STRIPLING ROAD (CR 361), AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

13. THE BOARD TO DISCUSS AND RECOMMEND ACTION REGARDING CONCERNS BROUGHT TO ITS' ATTENTION REGARDING CABLE TELEVISION SERVICE IN THE COUNTY.
14. THE BOARD TO DISCUSS RECREATION LEAGUE SCHEDULING FOR 2015.
15. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

4

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to receive bids for the rehabilitation of the home of Betty J. Jackson through the SHIP Program.

MEETING DATE REQUESTED:

January 5, 2015

Statement of Issue: Board to receive bids for the following approved SHIP recipient.

REHABILITATION

Betty Jane Jackson 213 Folsom Street, Perry, FL

Recommended Action: Board to receive bids. The Bid Committee to make recommendation to the Board at the January 20, 2015 meeting.

Fiscal Impact: Not applicable. The project is 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed recipient and their home has been qualified for rehabilitation through the SHIP Program.

Bid Committee to be: Jay Moseley with GSG, Michelle Pitts and Melody Cox

Attachments: Not Applicable

⑦

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

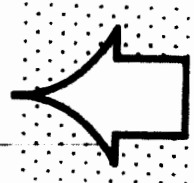
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$140,000	001-3669012	General Fund - Donation
Expenditures:		
\$140,000	(<i>Pending</i> <i>Acct #</i>) -59915	Steinhatchee Area- Reserve for Capital Projects

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of January, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

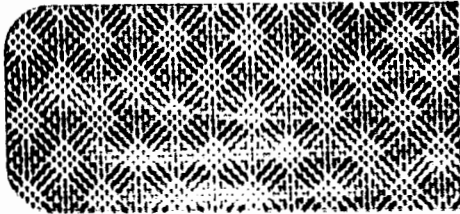
Chairman



**SIGN
HERE**

(Donation received/deposited 12/30/14 from Franklin D. Jackson Family Foundation, DESIGNATED for STEINHATCHEE)

Taylor County



FRANKLIN D. JACKSON FAMILY FOUNDATION
 UA FEB 18, 2000
 FRANK JACKSON OR KAREN DREX ENVESTNET
 3344 PEACHTREE RD. NE, UNIT 4701
 ATLANTA GA 30328

DATE Dec. 23, 2014 50-1291/219

PAY TO THE ORDER OF Taylor County Board of Commissioners \$ 140,000. ⁰⁰/₁₀₀
One hundred forty thousand & 00/100 DOLLARS

ID Ameritrade
 Payable through:
 TD Bank USA, N.A.
 Member FDIC

MEMO _____

[Signature]

⑆021912915⑆ 7403812865⑆ 0108

RECEIVED

140,000.00

\$

1

TOTAL ITEMS

⑆50220650⑆ ⑆10001488⑆

CSB
 CITIZENS STATE BANK

Board of Directors
 Citizens State Bank
 P.O. Box 1000
 Perry, FL 32369

ENDORSE ALL CHECKS SEPARATELY
 OR ATTACH LIST

12/23/14

	DOLLARS	CENTS
CURRENCY		
COM		
TOTAL CASH		
CHECKS		
1	140,000	00
2		
3		
4		
5		
6		
7		
8	205	-
9		
10		
11		
12	001 - 3649017	
13		
14	(Quarter Day)	
15	(Quarter Day)	
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST		
SENDER TOTAL HERE	140,000	00

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

4. THE BOARD DISCUSSED ACCEPTING A DONATION FROM THE FRANK JACKSON FOUNDATION, IN THE AMOUNT OF \$140,000, FOR PROJECTS IN STEINHATCHEE WHICH ARE UNDETERMINED AT THIS TIME.

DEWEY HATCHER, REPRESENTING MR. JACKSON, STATED MR. JACKSON WANTS TO DONATE \$140,000 FOR STEINHATCHEE PROJECTS.

JIM HUNT, PRESIDENT, CHAMBER OF COMMERCE, APPEARED AND STATED THAT HE SUPPORTS MR. JACKSON'S VISION FOR PROJECTS TO BE ACCOMPLISHED IN STEINHATCHEE.

RHODA MOEHRING STATED THAT SHE WOULD LIKE TO SEE MR. JACKSON HAVE A SAY IN HOW HIS MONEY IS SPENT.

THE BOARD DISCUSSED THE FOLLOWING PROJECTS FOR CONSIDERATION:

1. IMPROVEMENTS TO THE STEINHATCHEE COMMUNITY CENTER
2. IMPROVEMENTS TO RIVER FRONT PROPERTY ACROSS FROM THE STEINHATCHEE COMMUNITY CENTER.
3. IMPROVEMENTS TO LIGHTING ON THE STEINHATCHEE RIVER BRIDGE.

STAN RIDGEWAY APPEARED AND STATED THAT THERE ARE OTHER PROJECTS IN STEINHATCHEE THAT NEED IMPROVEMENTS.

AFTER DISCUSSION, AND UPON MOTION OF COMMISSIONER DEVANE, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD ACCEPTED THE DONATION FROM THE FRANK JACKSON FOUNDATION, IN THE AMOUNT OF \$140,000, TO BE DESIGNATED FOR THE PROJECTS, AS LISTED ABOVE.

Tammy Taylor

From: Tammy Taylor <ttaylor@taylorclerk.com>
Sent: Tuesday, December 30, 2014 12:53 PM
To: 'Margaret Dunn'; 'Dustin Hinkel'
Cc: 'Pat Patterson'; 'Malcolm Page'; 'Jody Devane'; 'Jim Moody'; 'Pam Feagle'; 'Cindy Mock'
Subject: RE: Call from Dewey Hatcher

I will be taking the check to the bank for deposit today (Tuesday). I will also prepare a resolution to amend the 2015 budget to reflect this donation, and will reserve/designate this funding for Steinhatchee. This is wonderful!

Thanks!!

Tammy

From: Margaret Dunn [<mailto:margaret.dunn@taylorcountygov.com>]
Sent: Tuesday, December 30, 2014 8:30 AM
To: Dustin Hinkel; Tammy Taylor
Cc: Pat Patterson; Malcolm Page; Jody Devane; Jim Moody; Pam Feagle; Cindy Mock
Subject: Call from Dewey Hatcher

Mr. Hatcher said he would be dropping off the check at 9 am. This is the \$140,000 from Mr. Frank Jackson in Steinhatchee. He said he was given no paperwork for the Chair to sign and I assured him that if his accountant wanted paperwork later on, we would be happy to sign it later.

Tammy, this is the gift that Mr. Jackson is giving to the County to be used for a special purpose in Steinhatchee. The exact expenditure has not been determined yet. All of this should be in the minutes from the special meeting on 12/23 when the BCC voted to accept this charitable donation.

Margaret Dunn
Assistant County Administrator
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347
850-838-3500 Ext 102 Desk
850-843-6299 Cell
850-838-3501 Fax
margaret.dunn@taylorcountygov.com

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

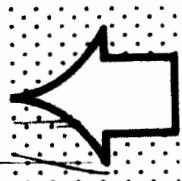
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$20,970	001-3899010	General Fund-Cash Brought Forward
		Drainage/Ditch Projects
\$6,000	0335-51200	Regular Salaries & Wages
\$2,000	0335-52110	Fica/Medicare Taxes
\$2,000	0335-52200	Retirement Contributions
\$ 970	0335-53401	Contractual Services
\$3,000	0335-54402	Rent/Lease Equipment
\$1,000	0335-55202	Safety Products/Supplies
\$1,000	0335-55210	Petroleum Productst
\$5,000	0335-55300	Road Materials & Supplies
\$20,970		Total Expenditures

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of January, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents designated funding for drainage/ditch projects remaining @ FYE'14 - not included in the 2015 budget)



**SIGN
HERE**

SUNGARD PENTAMATION, INC.
DATE: 12/19/2014
TIME: 13:03:26

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAIL

SELECTION CRITERIA: expdedgr key orgn='0335'
ACCOUNTING PERIOD: 13/14

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT
TOTALLED ON: FUND, TOTL/DEPT
PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-530 FLOOD CONTROL-STORM DRAIN
TOTL/DEPT-0335 DRAINAGE/DITCH PROJECTS

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	6,000.00	6,000.00	.00	6,000.00	.00
52110	FICA/MEDICARE TAXES	.00	2,000.00	2,000.00	.00	2,000.00	.00
52200	RETIREMENT CONTRIBUTIONS	.00	2,000.00	2,000.00	.00	2,000.00	.00
53401	CONTRACTUAL SERVICES	.00	5,000.00	5,000.00	4,030.00	970.00	80.60
54402	RENT/LEASE-EQUIPMENT	.00	3,000.00	3,000.00	.00	3,000.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	.00	1,000.00	1,000.00	.00	1,000.00	.00
55210	PETROLEUM PRODUCTS	.00	1,000.00	1,000.00	.00	1,000.00	.00
55300	ROAD MATERIALS & SUPPLIES	.00	5,000.00	5,000.00	.00	5,000.00	.00
	TOTAL DRAINAGE/DITCH PROJECTS	.00	25,000.00	25,000.00	4,030.00	20,970.00	16.12
	TOTAL GENERAL FUND	.00	25,000.00	25,000.00	4,030.00	20,970.00	16.12
	TOTAL REPORT	.00	25,000.00	25,000.00	4,030.00	20,970.00	16.12

CF -
amended
2015

9/30/14

SUNGARD PENTAMATION, INC.
DATE: 12/19/2014
TIME: 13:02:38

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: expledgr.key_orgn='0335'
ACCOUNTING PERIOD: 3/15

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-538 FLOOD CONTROL-STORM DRAIN
TOTL/DEPT-0335 DRAINAGE/DITCH PROJECTS

2015 Budget -0-

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	.00	.00	.00	.00	.00
51400	OVERTIME	.00	.00	.00	.00	.00	.00
52110	FICA/MEDICARE TAXES	.00	.00	.00	.00	.00	.00
52200	RETIREMENT CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
52400	WORKERS' COMPENSATION	.00	.00	.00	.00	.00	.00
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54402	RENT/LEASE-EQUIPMENT	.00	.00	.00	.00	.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	.00	.00	.00	.00	.00	.00
55210	PETROLEUM PRODUCTS	.00	.00	.00	.00	.00	.00
55300	ROAD MATERIALS & SUPPLIE	.00	.00	.00	.00	.00	.00
	TOTAL DRAINAGE/DITCH PROJECTS	.00	.00	.00	.00	.00	.00
	TOTAL GENERAL FUND	.00	.00	.00	.00	.00	.00
	TOTAL REPORT	.00	.00	.00	.00	.00	.00

Tammy Taylor

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Friday, December 19, 2014 2:50 PM
To: Tammy Taylor; Andy McLeod; Kenneth Dudley
Cc: Margaret Dunn
Subject: RE: Drainage Ditch Projects #0355

Yes same balances as 9/30/14 will work. I have posted the transfer.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]
Sent: Friday, December 19, 2014 1:20 PM
To: Dustin Hinkel; Andy McLeod; Kenneth Dudley
Cc: Margaret Dunn
Subject: Drainage Ditch Projects #0355
Importance: High

Hey Dustin-

Somehow I overlooked your comment in the second paragraph of this email, regarding the Carry-forward of last year's funding balance. I will be glad to prepare the resolution for an overall budget amendment for the Jan.5th meeting. I just need you to provide me with the account (s) and amount(s) to place the funds in 2015. You may wish to budget in 2015 exactly as the balances are at 9/30/14? Just let me know.

The additional \$75,000 that the BCC allocated to "drainage system enhancements" according to your approved capital projects list can be transferred from the General Fund – Reserve for Capital Projects account at your convenience. I do not have the expenditure line items that you wish to transfer to.

Also, please make departments/staff aware that if they have funds for a project or grant that need to be re-budgeted in the 2015 fiscal year, they need to send me a budget amendment request (email) in indicate the line items to place the funds.

Thanks!!
Tammy

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Tuesday, November 18, 2014 12:00 PM
To: Andy McLeod; Kenneth Dudley
Cc: Margaret Dunn; Tammy Taylor
Subject: Ellison and Cruce Easements

Gentlemen,

These projects came up for discussion last night. I understand that we have a lot of higher priority balls in the air, but we will need to keep this on the radar. I will be reaching back out to those we have not received forms from. Andy, can we go ahead and schedule the work we had already talked about regarding closing that gap in the ditches at the corner of Glennis Cruce and Johnson Stripling to ensure that water going down Johnson Stripling continued to go down it? We will need to re-engage Ms. Osteen to clear a strip of land in her preferred location so that we can ground truth it.

Tammy, have the funds for GF-Drainage/Ditch Projects #0335 been carried forward/posted? I did not think so.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commissioner Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND ACCEPT THE TAYLOR COUNTY JAIL ANNUAL FACILITY INSPECTION REPORT AND ANNUAL MEDICAL INSPECTION REPORT, AS AGENDAED BY CAPTAIN RICHARD JOHNSON, TAYLOR COUNTY SHERIFF'S OFFICE.

MEETING DATE REQUESTED:

JANUARY 5, 2015

Statement of Issue: THESE INSPECTIONS ARE CONDUCTED ROUTINELY ON AN ANNUAL BASIS.

Recommended Action: ACCEPT THE REVIEWERS' FINDINGS

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: CAPT RICHARD JOHNSON, TCSO

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: TWO REPORTS – FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT AND ANNUAL MEDICAL INSPECTION REPORT.

December 11, 2014

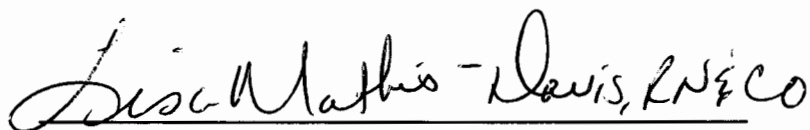
Lisa Mathis-Davis, RN
Medical Inspector FMJS
P.O. Box 1629
Bronson, Fl 32621

Sheriff Bummy Williams
589 Hwy 27 East
Perry, Florida 32347

Dear Sheriff Bummy Williams:

On December 9, 2014 I had the pleasure of inspecting your Taylor County Jail's Medical Department. Nurse Gulbrandsen, who was very helpful and knowledgeable during the inspection process, greeted me. I inspected over 10 inmate records; all of which, were current with their Health Appraisals and booking sheets. It was noted that their appraisals are completed within just 7 days of arrival to the jail. I inspected all of their policies and procedures, clinical areas, and medication cart. I did not find any major or minor areas that were deficit and the facility passed inspection. Please record them as completed for this year's inspection.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Mathis-Davis, RN & CO". The signature is written in dark ink and is positioned above the printed name and title.

Lisa Mathis-Davis, RN & Correctional Officer
Florida Model Jail Standards
Medical Inspector

**FLORIDA MODEL JAIL STANDARDS
ANNUAL MEDICAL INSPECTION REPORT**

Part I – Facility Identification

Name of Facility: Taylor County Detention Facility

Facility Type: Adult Detention Facility

Mailing Address: 589 Hwy 27 East

City: Perry County: Taylor Phone: 850-584-4333

Agency Head: Bummy Williams Facility Administrator: R. Johnson

Chairperson – County Commission: Malcomb Page

Date and time of Inspection: Dec. 9, 2014 @ 0930

Date of Last Inspection: Dec. 6, 2013

Health Care Services Provided By: Agency Staff ☒ Contract ☐

If Provided By Contract, Company Name: _____

Health Services Administrator: Ghulam Mohammed, M.D.

Medical Inspector(s) and Agency: _____

(Please attach additional sheets as needed and ensure all participating inspectors are listed.)

1. Lisa Davis, Registered Nurse & FMJS Inspector

2. _____

3. _____

4. _____

5. _____

Facility Population on Date of Inspection: 95

Health Services Staff:	Full-time	Part-time	Avg # hours
Physicians		1	2/week
ARNP/PA			
RNs			
LPNs	1		40/week
CNAs/MAs			
EMTs			
Other Staff			
TOTALS	1	1	42/week

PART II - MEDICAL SECTION

Note: A "Yes" response indicates compliancy with the applicable standard. Non-compliance of any bold printed questions shall be considered serious violations.

	YES	NO	N/A
1. Is there an agreement with the Health Authority licensed in the State of Florida for the provision of medical care and services as set forth in this section? Sec.7.01 & 7.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there standard operating procedures for the medical section, which is reviewed at least annually by the Health Authority that covers:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Medical screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Health appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Physical exam	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Necessary medical, mental, and dental services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Emergency medical and dental services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Notification of next of kin in case of life threatening illness, injury, or death	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Prenatal care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Delousing procedures, approved by the Health Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Detox procedures under medical supervision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Procedures for the facility physician to review health appraisals and identify problems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Comprehensive quality improvement program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the screening at receiving consist of, at a minimum, a visual observation by staff and completion of a screening form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the screening include inquiry into and logging of: Sec. 7.03			
a. Current illnesses and health problems, including any infectious diseases	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Medications being taken and special health needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Behavior condition such as state of consciousness and mental status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Notation of observable deformities or injuries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
e.	Skin and body condition, such as rashes, needle marks, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f.	Inquiry into drug and alcohol type use, method, and amount, date and time of last use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Any other health problem as designated by medical staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Are medical records maintained on each admitted inmate for at least seven years following release, transfer or death? (Records may be maintained in hard copy or electronic format.) Sec. 7.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a.	Are medical records kept confidential and separate from the inmate record?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Is each inmate given a health appraisal, including physical hands on examination by appropriately trained medical personnel within 14 days of admission? Sec. 7.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does the Health Authority proscribe the extent of the examination, but include as a minimum: (Sec. 7.05)			
a.	Review of screening forms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Collection of additional for medical, dental, and psychiatric histories including gynecological histories for females	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Laboratory or diagnostic tests as deemed necessary by the Health Authority to detect communicable diseases	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Recording of height, weight, pulse, blood pressure, and temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Other tests or exams as deemed appropriate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f.	Medical examinations with comments about mental and dental status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Review of all results by a physician when required by Section 7.02 (j) of this standard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Does the facility have an agreement or understanding with one or more health care providers for emergency or regular medical services within the facility or at a designated location? Sec. 7.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Is a list of names, phone numbers, and call days of emergency health care providers available at each facility? Sec. 7.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
10.	<i>Are first aid supplies, as designated by the Health Authority, readily available to medical or security staff in the facility at all times? Sec. 7.08</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	<i>Are personnel trained in first aid and CPR on duty at all times as required by FSS 943? Sec. 7.08</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Does the Health Authority or designee inspect all first aid supplies monthly? Sec. 7.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Is a procedure established and maintained that allows for inmates to submit a written request for medical care which may or may not require a clinical visit? Sec. 7.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Are all such medical requests screened daily by designated medical personnel who will make appropriate referrals? Sec. 7.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Are all requests received during formal sick call or medication rounds screened and referred when received? Sec. 7.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Is a sick call procedure established and maintained for inmates to report for and receive appropriate medical services for non- emergency illness or injury? Sec. 7.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Is a sick call procedure made available daily and supervised by the Health Authority? Sec. 7.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Is treatment initiated when appropriate and within a time frame provided by the Health Authority? Sec. 7.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Does the facility have an agreement or understanding with a licensed dentist to provide emergency dental care? Sec. 7.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Are medications administered according to the directions of a designated physician? 7.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Is health record information transmitted to any appropriate health care provider upon request of the physician or medical facility and written approval of the inmate? Sec. 7.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Are inmates who are admitted under the influence of alcohol or drugs separated from the general population and kept under close supervision for a reasonable amount of time? Sec. 7.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
23.	Unless authorized in writing by the Health Authority or designee, inmates determined by medical to have suicidal tendencies or suffer from seizures are assigned to quarters that have close supervision or direct observation? Sec. 7.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Are certificates and licenses of facility medical staff kept on file at a central location within the facility? Sec. 7.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Does the facility have a written procedure whereby an inmate shall be tested for infectious disease consistent with guidelines established by the Center for Disease Control? Sec. 7.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Are inmates test results confidential and shared only with those that have a need to know? Sec. 7.22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Are inmate test results exempt from public records law, FSS 119.01? Sec. 7.23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Is inmate test results part of the inmate's permanent medical record? Sec. 7.24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Upon transferring an inmate to another facility, does a summary or a copy of the inmate's medical file accompany the inmate to the receiving facility? Are the medical records sealed in an envelope marked to indicate marked as <u>confidential health information</u> ? Sec. 7.16 & 7.24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Do pregnant inmates receive prenatal care and necessary treatment for their condition and exempt from inappropriate work details as determined by medical personnel? Sec. 7.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	When an inmate is confined for medical reasons, is he/she examined by a physician or designee within 48 hours? Sec. 7.26 (1).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Does a physician or designee determine when an inmate is to be removed from medical isolation? Sec. 7.26 (2).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments (Add additional sheets as appropriate.)

PART III - PHARMACY – LICENSING AND INSPECTION

	YES	NO	N/A
33. Does the facility have an agreement with a consultant pharmacist or dispensing physician if medicinal drugs in quantities other than individual prescriptions are stocked? Sec. 7.27.01.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34. Does the facility have procedures relating to safe handling and storage of medical drugs? Sec. 7.27.01.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments (Add additional sheets as appropriate.)

33. This facility only dispenses prescriptions in individual packets.

PART IV - STORAGE AND HANDLING OF INDIVIDUAL PRESCRIPTIONS

	YES	NO	N/A
35. Does the policy and procedure for each facility, which maintains only individual prescriptions, include as a minimum: Sec. 7.28.01 & 02			
a. Prescription drugs that are not ordered or stocked in bulk quantities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Individual prescriptions that are labeled with:			
1) Name and address of pharmacy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Date of dispensing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Name of prescribing practitioner?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Name of patient?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Directions for use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Necessary warning statements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Name and strength of medication?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Prescription number?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9) Expiration date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. Is there a maximum security storage area and a perpetual inventory system of all controlled substances, syringes, needles and other sharp instruments maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. Is a log recording the issuance of prescribed medication maintained in hard copy or electronically and made part of the inmate's file? Sec. 7.28.04.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. Does the log contain at a minimum: Sec. 7.28.05			
a. Name and number of the inmate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Name and strength of medication?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Direction for use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Date and time of issue?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Initials or electronic signature of issuing personnel?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Amount of medication used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Special instructions or limitations on use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. When the inmate refuses medication, is the refusal indicated on the MAR?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. Is unused medication recorded when removed from circulation and stored in a separate container labeled with: Sec. 7.28.07			

	YES	NO	N/A
a. Prescription number?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Name of issuing pharmacy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Quantity of unused medication?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. Is unused medication, controlled or non-controlled, destroyed by appropriate means in accordance with the Florida Board of Pharmacy Rule 21s-19.00, Florida Administrative Code, Methods of Destruction? Sec. 7.28.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42. When the inmate is transferred or released, are at least three (3) days of medications provided, unless otherwise directed by the facility physician? Sec. 7.28.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43. When an inmate being released refuses medication, is the refusal documented in the health record? Sec. 7.28.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44. Does medication requiring refrigeration meet the following requirements? Sec. 7.28.10			
a. Drugs and non-prescription medication shall be refrigerated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. When a general use refrigerator is used, all medication shall be kept in a separate, covered, waterproofed labeled receptacles?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The daily refrigerator log daily recording (excluding days when Medical Staff is not on site) of a temperature maintained between 36 degrees Fahrenheit and 46 degrees Fahrenheit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments (Add additional sheets as appropriate.)

44.c. Refrigerator temperature was 40 degrees.

FMJS HEALTH RECORD REVIEW

Facility: <u>Taylor C Jail</u> Date: <u>12/9/14</u> Surveyor: <u>Lisa</u>									
	Inmate Booking #	DOI	Receiving Screening	Health Assessment	Dental Screen	Mental Health	Sick Call	CIC	Comments
1.	2880	10/24/14	10/24/14	10/29/14	10/29/14	10/29/14	No	No	P.R.D - 10/30/14
2.	5043	9/30/14	9/30/14	10/8/14	10/8/14	10/8/14	No	No	P.P.D. - 10/8/14
3.	6622	9/25/14	9/25/14	10/1/14	10/1/14	10/1/14	No	HTN	P.R.D - 9/30/14
4.	3677	3/21/14	3/21/14	3/26/14	3/26/14	3/26/14	10/3/14	No	
5.	2322	9/19/14	9/19/14	9/24/14	9/24/14	9/24/14	No	No	
6.	0238	10/31/14	10/31/14	11/5/14	11/5/14	11/5/14	No	No	P.P.A 3/3/14
7.	2520	9/28/14	8/28/14	9/3/14	9/3/14	9/3/14	No	HTN	P.P.D. 9/3/14
8.	0766	10/23/14	10/23/14	11/5/14	11/5/14	11/5/14	No	M.H. HTN	P.P.D 11/4/14
9.	0680	11/1/14	11/1/14	11/5/14	11/5/14	11/5/14	No	No	P.P.D 11/4/14
10.	4213	10/27/14	10/27/14	10/29/14	10/29/14	10/29/14	11/5/14	No	
11.									
12.									
13.									
14.									
15.									

Additional Comments:

Florida Model Jail Standards

Peer Review Compliance Check off Sheet

Facility being Inspected: Taylor Co. Jail

Date: 12/8/2014

Inspector(s): L. Davis, RP

	Location	Book Inventory	Actual Inventory
Lancets	—	—	—
Blades	—	N/A	N/A
Syringes	Med room TB	222	222
Syringes Dental	—	N/A	N/A
Dental Instruments	—	N/A	N/A
Insulin	Med room	200	200
3ml 22 1/2	Med room	218	218
ice 2.0 5/8	Med room	82	82
23 1/2" needle	Med room	Expiration Date	95 / 95
First Aid Kits	—	N/A	N/A
Epinephrine Pens	—	None N/A	None N/A
Insulin	Supply room	79	79

APPENDIX C

FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT

Part I – Facility Identification

Name of Facility: Taylor County Jail

Facility Type: Adult Detention

Mailing Address: 589 Hwy 27 East Perry, Fl. 32348

City: Perry County: Taylor Phone: 850-584-4333

Agency Head: Bummy Williams Facility Administrator: Richard Johnson

Chairperson – County Commission: Pat Patterson

Chairperson or Mayor – City Council: Mike Deming

Date and time of Inspection: 12-09-2014 @ 0900

Inspector(s) and Agency:

(Please attach additional sheets as needed and ensure all participating inspectors are listed.)

1. Lt. Lisa Brock Levy Co. 

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

Population on date of inspection: 93

Date of Last Inspection: 11-13-2013

Average Daily Population for the Preceding 12 Month Period: 98

Maximum Rated Capacity: 184

Housing:	a. Number of Beds:	<u>184</u>
	b. Single Occupancy Cells:	<u>4</u>
	c. Multiple Occupancy Cells:	<u>44</u>
	d. Number of Dormitories:	<u>16</u>

Date Facility was Constructed: 1991
Date of Last Renovation: N/A

Are there any plans for new construction? Yes ☐ No ☒
If yes, please provide details: (Attach additional sheets as needed)

Is the facility under any court order? Yes ☐ No ☒
If yes, please provide details: (Attach additional sheets as needed)

		Male	Female
Facility Staff:	Certified Staff	16	12
	Non-Certified Staff	1	
	TOTALS	17	12

FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT

Part II - Standards' Assessment

Note: A "Yes" response indicates compliancy with the applicable standard. Non-compliance of any bold printed questions shall be considered serious violations.

GENERAL PROVISIONS

	YES	NO	N/A
1. If inmates are held longer than eight (8) hours in holding cells is documentation justifying the extension and including 15 minute documented checks completed? Sec. 2.01 (f) (1) (2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are all policies and procedures formally reviewed at least annually and updated as needed? Sec. 2.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are appropriate Inspection Reports, Corrective Action Plans, Responses, and all other reports and/or documents related to previous facility inspections up to date and on file? Sec. 2.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are personnel trained in CPR and first aid care on duty at all times as required by FSS 943? Sec. 20.7 (a) (5) and 7.08.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are there written procedures addressing:			
a. The detection, prevention, reduction or punishment of sexual abuse inmates. Sec. 2.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The safety and treatment needs of inmates who have been a victim of a sexual act. Sec. 2.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The discipline and prosecution of any person who perpetrate sexual acts upon inmates. 2.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is new employee orientation and annual refresher training being provided to staff covering required topics in section 2.17 (a)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are inmates being provided information required in section 2.17 (b)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

ADMISSION, CLASSIFICATION, AND RELEASE

	YES	NO	N/A
8. Does the facility comply with Title II of the Americans with Disabilities Act? Sec. 2.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. During the classification process, is each inmate given or provided access to a copy of the Rules and Regulations of the facility? Sec. 4.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are all established rules, regulations and legal procedures met and any questions clearly resolved as to inmate admissions? Sec. 4.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is each inmate searched by a certified staff member upon admission, subject to F.S.S. 901.211? Sec. 4.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. During the admission and booking process, are inmates examined for contraband and permitted to bathe? Sec. 4.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are body cavity searches only conducted by licensed medical personnel? Sec. 4.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. When a body cavity search is conducted, is a complete report written and given to the Officer-in-Charge? Sec. 4.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Unless medically cleared, unconscious, seriously ill, or seriously injured persons are not admitted to the facility? Sec. 4.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are male staff present to admit male inmates and female staff present to admit female inmates? Sec. 4.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is a female correctional officer on duty at all times when female inmates are housed? Sec. 4.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Are inmate admission records compiled and maintained on each inmate and contain: Sec. 407			
a. Full name and known alias	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Age, date of birth, sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Date admitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Height	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Weight	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Specific reason for custody	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Name of attorney, if known	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Signature of person(s) delivering and receiving inmate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Written inventory of items taken from inmate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
k. Current or last known address	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Next of kin of inmate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Marital status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Are all persons booked into the facility photographed and fingerprinted? Sec. 4.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Is inmate personal property safeguarded and receipts signed by staff and inmate? Sec. 4.07 (j)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. During the admission process, are inmates given access to a telephone to call attorney, family members or others? Sec. 4.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. As soon as practical following the admission, are inmates classified? Sec. 4.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Is classification criteria incorporated into the inmate rules and regulations as to housing, programs and privileges? Sec. 4.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Are personal records maintained and kept confidential from other inmates and contain: Sec. 4.14			
a. Legal authority for commitment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All information contained in the booking record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Classification information and progress reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sustained disciplinary reports including investigation and disposition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. All absences from the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Photographs, when taken	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Record of any detainer or other civil or criminal process	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Personal property records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Date and terms or conditions of release, the authority for release and signature of the releasing employee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Is the classification process a uniform process for all inmates? Sec. 4.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Does the classification process follow an inmate throughout his/her incarceration? Sec. 4.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Is there written procedures for legally releasing inmates and positive identification? Sec. 4.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. At the time of release, does the inmate sign for the return of	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

his/her property and is the receipt countersigned by an employee? Sec. 4.17

Comments: (Attach additional sheets as needed)

HOUSING

		YES	NO	N/A
29.	Do housing areas conform to applicable standards in Section 12 of F.M.J.S. Sec. 5.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Are dangerous felons housed separate from misdemeanants? Sec. 5.03(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Does close supervision of special inmates include regular, documented physical sight checks by correctional officers or medical personnel at intervals not to exceed 15 minutes? Sec. 5.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Until such time as the health authority determines in writing, inmates identified as suicidal are not housed in single cells unless they are directly observed 24 hours per day with documented 15 minute checks. Sec. 5.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	Is special housing for medical reasons provided to inmates upon orders of the health authority? Sec. 5.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	Are persons brought to the facility for detoxification reasons housed in an area designed for that use and are held only so long to meet statutory requirements? Sec. 5.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	Are inmates assigned housing based upon classification with special attention paid to a demonstrated history of, or exhibit aggressiveness towards other inmates? Sec. 5.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	Inmates are not subjected to discrimination except that males and females are housed separately? Sec. 5.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	Do all sinks provide cold and either hot or tempered running water? Sec. 5.08 (c) (5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	Do all showers provide tempered running water, under pressure, that is thermostatically controlled to temperatures ranging from 100 degrees to 120 degrees Fahrenheit? Sec. 5.08 (c) (5) and 1.46.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	Are cells adequately ventilated and illuminated? Sec. 5.08 (b) (4) (5) (c) (1) (2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40.	Are accommodations for reading and writing available for use during non-sleeping hours? Sec. 5.08 (c) (6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41.	Is each inmate provided reasonable access to toothpaste, toothbrush, shaving equipment, a comb, soap and a clean towel upon admission and thereafter, if indigent? Sec. 5.08 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
42.	Are female inmates provided necessary hygiene items? Sec. 5.08 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43.	Is hair grooming services made available for inmates? Sec. 5.08 (f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44.	Are inmates required to bathe at least twice weekly? Sec. 5.08 (g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45.	Are drinking cups provided unless bubblers or fountains are available? Sec. 5.08 (h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46.	Are inmates in general population allowed to bathe daily? Sec. 5.08 (i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47.	Are sink, toilet, water fountains, and floor drains kept in good repair? Sec. 5.08 (j)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48.	Are utility closets, pipe chases, and corridors kept clean and free of clutter? Sec. 5.08 (k)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49.	Is inmate property stored in an orderly manner? Sec. 5.08 (l)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

FOOD SERVICES

		YES	NO	N/A
50.	Do Food Service operations conform to acceptable standards of H.R.S. Rule 64E-11? Sec. 6.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51.	<i>Employees or inmates are not allowed to work in any food service area if known to have a communicable disease, open wound, sore or respiratory infection. Sec. 6.02</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52.	Are clean outer garments worn by food service workers and a high degree of personal hygiene maintained? Sec. 6.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53.	Is food prepared or supervised by an employee trained in culinary services and holding a Professional Food Manager certification as required by Chapter 64E-11 F.A.C.? Sec. 6.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54.	Are inmates given three wholesome, nutritious meals per day? Sec. 6.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
55.	Do no more than 14 hours pass between the evening meal and the morning meal? Sec. 6.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56.	<i>Are modified diets prepared and served when ordered by a physician or designee? Sec. 6.05 (b)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57.	Are records of meals maintained for one (1) year? Sec. 6.05 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58.	Food is not used as a disciplinary measure; however, an inmate may be placed upon a SPECIAL MANAGEMENT MEAL program approved by a physician or qualified medical staff member. Sec. 6.05 (e)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
59.	Does the Officer-in-Charge or designee make weekly, documented inspections of the food service area and take corrective action, documenting the same? Are these reports maintained for one (1) year? Sec. 6.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
60.	Are food supplies not in use maintained in a clean, well ventilated room, free from vermin? Sec. 6.07	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
61.	<i>Is a separate storage area maintained for cleaning compounds, soaps, waxes, insecticides and is kept locked? Sec. 6.07</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
62.	Is delivery of food supervised by an employee, using common sanitary measures? Sec. 6.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63.	If drinking cups are allowed in the cell, are inmates allowed to exchange or clean them once a day? Sec. 6.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES NO N/A

64. Is food service equipment kept clean and in good repair? Sec. 6.09

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65. ***Is there a procedure to account for cutlery equipment?***
Sec. 6.11

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Comments: (Attach additional sheets as needed)

CLOTHING AND BEDDING

	YES	NO	N/A
66. Are inmates provided a fire retardant mattress and pillow that meets Florida Fire Marshal's Standards and is in good repair, a pillow case, sheets, and blanket as needed? Sec. 8.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67. Are linens laundered at least once per week? Sec. 8.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
68. Do inmates have the opportunity to have clothing laundered at least twice per week? Sec. 8.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69. Are uniforms and linens washed prior to re-issue? Sec. 8.02 and 8.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70. If clothing is issued, do inmates held beyond first appearance receive an issue? Sec. 8.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71. When an inmate has no funds and needs shoes, are they provided? Sec. 8.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
72. Are inmates, who are on work status, issued clothing and footwear appropriate to their job? Sec. 8.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73. Are inmates deprived of clothing and bed linens only to protect them from inflicting injury to themselves or others? Sec. 8.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
74. If clothing and linens are taken from an inmate, is a record maintained identifying the reason and length of time for such deprivation? Sec. 8.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

PROGRAMS

		YES	NO	N/A
75.	Does at least one employee in each facility act as a liaison between the facility and community groups that offer needed programs and services? Sec. 9.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76.	Are all representatives of outside agencies and volunteers familiar with facility rules and regulations and have agreed in writing to comply? Sec. 9.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
77.	If correspondence is denied, is the inmate given a written reason for the denial? Sec. 9.03 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
78.	Is incoming privileged mail opened only in the presence of the inmate? Sec. 9.03 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
79.	Is outgoing privileged mail held no longer than 72 hours pending verification of being properly addressed and it is not opened? Sec. 9.03 (f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80.	Is inmate mail, incoming and outgoing, handled without delay and received only through the facility? Sec. 9.03 (h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
81.	Are indigent inmates provided with stamps and writing materials? Sec. 9.03 (g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
82.	Are there no list of correspondents and no limit on incoming mail that may be received? Sec. 9.03 (i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
83.	Are rules and regulations pertaining to conduct at visitation and the hours of visitation posted for inmates and visitors? Sec. 9.04(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
84.	Does each inmate in general population have the opportunity for visitation for at least two hours per week? Sec. 9.04 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
85.	Are all visitors required to register recording name, address, and relationship to the inmate? Sec. 9.04 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
86.	Non-sentenced inmates are not required to work more than is necessary to maintain cleanliness and order in their housing and living areas. Sec. 9.05(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
87.	Inmates are not required to work more than 10 hours per day, but may do so if voluntary. Sec. 9.05 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
88.	Do working inmates have supervision in keeping with their custody status, while outside the secure facility? Sec. 9.05 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
89.	Are inmate workers checked by staff to ensure security and accountability? Sec. 9.05 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
90. Do inmates working voluntarily for charitable or nonprofit organizations have prior written authorization from the Officer-in-Charge? Sec. 9.05 (f) (2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
91. Prior to being assigned to a work program, is an inmate first medically cleared by the health authority in accordance with the Americans with Disabilities Act? Sec. 9.05 (g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
92. Is outdoor exercise, weather permitting, allowed for a minimum of three (3) hours per week? Sec. 9.06 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
93. Is space and staffing sufficient to allow for group or individual activities? Sec. 9.06 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
94. Does each inmate have reasonable access to a telephone at reasonable times? Sec. 9.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
95. At a minimum, do pro-se inmates, have reasonable access to legal material to assist them in filing any type of action cognizable in Florida courts? Sec. 9.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
96. Do all inmates, regardless of gender, have equal access to programs, privileges, exercise, visitation, and work release opportunities? Sec. 9.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

PRIVILEGES

		YES	NO	N/A
98.	If a commissary has been established, has an inmate welfare fund also been established? Sec. 10.01 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
99.	If inmates are allowed to have cash, has a limit been set in writing and all monies found on an inmate in excess of that amount confiscated and placed in the inmate welfare fund? Sec. 10.01 (a)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
100.	Does the commissary shopping list clearly show prices and any special condition of sale? Sec. 10.01 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
101.	If valuable items are sold through the commissary, are they marked for identification and added to the inmate's property list? Sec. 10.01 (a)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
102.	Commissary prices do not exceed the fair market value for comparable products sold in the community? Sec. 10.01 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
103.	Are profits from the commissary used for the overall inmate welfare? Sec. 10.01 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
104.	When funds from the welfare fund are expended, is it with the final approval of the Officer-in-Charge or designee? Sec. 10.01 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
105.	Is an annual audit of the commissary conducted by a disinterested party? Sec. 10.01 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.	Are commissary transactions and inventory records kept current? Sec. 10.01 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
107.	Is reading material available to inmates held beyond first appearance? Sec. 10.02 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

SECURITY AND CONTROL

	YES	NO	N/A
108. Are emergency plans written for the following: (Sec. 11.01)			
a. Alarms systems and notification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Transmission of alarm to fire department, EMS, or other law enforcement agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Response to alarms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Isolation and control of fire or disturbance areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Emergency response equipment, its use and maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Release and evacuation activity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Prevention of escape during evacuation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Fire fighting and medical emergency plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. The chain-of-command to be followed during an emergency and specific staff duties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Inspection schedules of hazardous areas and review of fire plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Documentation required following an emergency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
109. Are fire drills and evacuation drills held quarterly and the records of such maintained? Sec. 11.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
110. Are security inspections held weekly and the results recorded and maintained by the Officer-in-Charge or designee? Sec. 11.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
111. Are all housing areas and other areas used by inmates checked daily and the results recorded and maintained? Sec. 11.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
112. Are deficiencies noted in the above, recorded and corrected, including time and date of correction? Are these records maintained? Sec. 11.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
113. Is the facility in compliance with FAC 694-54 as to fire safety and prevention? Sec. 11.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
114. Is a key control system in place, including the following: Sec. 11.05			
a. Location of all locks and keys in the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
b. Complete inventory of all keys	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Written report of security problems with locks and keys (e.g., broken, missing, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Absolute control of keys by staff, not inmates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Location of emergency keys away from facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. A system ensuring that missing keys are immediately identified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
115. Is one full "lock down" count conducted daily? Sec. 11.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
116. Are all inmates visually checked every hour between 11:00 p.m. and 6:00 a.m. and the results recorded and maintained? Sec. 11.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
117. Is there a tool control system to ensure that tools are kept from inmates? Sec. 11.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
118. If tools are brought into the facility, are they accounted for at all times? Sec. 11.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
119. Does the facility have an identification system to ensure that staff, visitors, and inmates are positively identified to prevent bypassing of security measures? Sec. 11.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120. Are firearms and ammunition allowed in the secure facility under only emergency conditions and then the Officer-in-Charge or designee must authorize it? Sec. 11.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
121. If staff uses oleoresin capsicum, are they trained in its use? Sec. 11.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
122. If staff uses electronic weapons, are they trained in its use? Sec. 11.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
123. Are weapon depositories maintained at the secure entrance of the facility? Sec. 11.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124. Are hazardous or incendiary chemicals kept in a secure area and used only under the supervision of an employee? Sec. 11.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125. Restraints are not used as punishment. Sec. 11.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
126. When moving "high risk" inmates in or out of a housing area, are two certified staff members present? Sec. 11.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
127. Does each floor of a detention housing facility have a correctional officer present? Sec. 11.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES NO N/A

128. Does each housing area and floor of a detention facility have a secondary means of egress or fire exit? Sec. 11.13

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129. Are correctional officers posted to allow them to respond promptly to calls for help? Sec. 11.14

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130. Inmates are never allowed to supervise or in any way exercise control over other inmates. Sec. 11.15

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131. Is sufficient staff maintained so that at all times the inmates are within hearing distance of officers? Sec. 11.16

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Comments: (Attach additional sheets as needed)

SANITATION

		YES	NO	N/A
132.	Are water supplies adequate and in good repair? Sec. 12.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
133.	Does food service comply with Chapter 64E-11, Florida Administrative Code? Sec. 12.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
134.	Is sewage and liquid waste disposed of into an approved public sewerage system? If not, does the disposal system meet the requirements of Chapter 10D-6, Florida Administrative Code? Sec. 12.03 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
135.	Do all plumbing fixtures comply with Chapter 10D-9, Florida Administrative Code? Sec. 12.03 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
136.	Is drinking water accessible to all inmates? Sec. 12.03 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
137.	Are water fountains constructed and maintained accordingly? Sec. 12.03 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138.	Are single service cups provided? Sec. 12.03 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
139.	Are plumbing fixtures (i.e., toilets, sinks, etc.) constructed and maintained accordingly? Sec. 12.03 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
140.	Are all mop sinks and curbed areas appropriately positioned? Sec. 12.03 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
141.	Are showers available to inmates at least twice weekly? Sec. 12.03 (f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
142.	Do showers have running tempered water (temperature not to exceed 120 degrees or less than 100 degrees Fahrenheit) under pressure? Sec. 12.03 (f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143.	Does secure housing areas have at least one sink and one toilet in each cell? Sec. 12.03 (g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
144.	Do dormitories and multiple occupancy cells have at least one toilet and one sink for each twelve (12) inmates or fraction thereof? (Note: Urinals may be substituted for ½ of the toilets in the male housing areas.) Sec. 12.03 (g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
145.	Is there at least one showerhead with tempered water for each 16 inmates or fraction thereof? Sec. 12.03 (g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
146.	Are all floor drains properly constructed and maintained? Sec. 12.03 (h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147.	Are plumbing fixtures clean, sanitary, and properly maintained? Sec. 12.03 (i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
148.	Is there a preventative maintenance program established? Sec. 12.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149.	Is all inmate residential garbage, trash, and rubbish collected daily? Sec. 12.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
150.	Is storage facility garbage removed at least twice per week? Sec. 12.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151.	Is wet garbage collected and stored in impervious, leak proof, fly tight containers? Sec. 12.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152.	Are all containers, storage areas, and surrounding premises clean and free of vermin? Sec. 12.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153.	If there is on-site disposal, does it comply with Chapter 17-7, Florida Administrative Code? Sec. 12.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.	Are all floors, walls, ceilings, windows, door, and all appurtenances of the structure properly constructed, maintained, and clean? Sec. 12.06 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155.	Are all walls, ceilings, and area partitions light colored? Sec. 12.06 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156.	Is applicable lighting at least 20 foot candles and clean? Sec. 12.06 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157.	Does bed spacing meet the following requirements? Sec. 12.06 (c)			
	a. 12" from the floor (clear space)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. 36" clear ceiling height (above mattress)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c. 27" between double bunks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d. 36" laterally <u>and</u> end-to-end	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	e. 6' between inmates' heads if a solid barrier is not used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158.	Are all facilities free of offensive odors and have adequate ventilation? Sec. 12.06 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159.	If utilizing natural ventilation, does the opened window area equal one-tenth of the floor space in the inmate residential area? Sec. 12.06 (d) (1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160.	If mechanical ventilation or cooling systems are used: Sec. 12.06 (d) (2)			
	a. Are they clean?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. Properly maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c. Are dust filters removable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
d. Provide 10 cubic feet of fresh/ purified air per minute for each inmate? Sec. 12.06 (d) (2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161. Are all toilet rooms provided with direct openings to the outside or provided with mechanical ventilation to the outside? Sec. 12.06 (d) (3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162. Does the facility have adequate heating (at least 60 degrees Fahrenheit at a point twenty (20) inches above the floor in inmate sleeping areas)? Sec. 12.06 (d) (4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163. Where laundry facilities are provided, are they: Sec. 12.06 (4)			
a. Adequate to insure ample quantities of clean clothing, bed linens, and towels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Soundly constructed and maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Clean?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Provide adequate lighting and ventilation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Offer exterior ventilation for dryers and dry cleaning machines? Sec. 12.06(4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164. Are beds and bedding kept in good repair, clean, and sanitized regularly? Sec. 12.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165. Are sheets and personal clothing washed weekly and properly stored? Sec. 12.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166. Are blankets cleaned quarterly and stored properly? Sec. 12.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
167. Are inmates that are held longer than 24 hours provided clothing and personal comfort items? Sec. 12.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
168. Are residential areas clean and containing no perishable foods? Sec. 12.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169. Are bath room facilities cleaned daily? Sec. 12.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
170. Are cleaning supplies/facilities clean, well vented, and appropriately stored? Sec. 12.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171. Is the facility free of vermin? Sec. 12.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
172. Are all openings sealed or screened? Sec. 12.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173. Are pesticides appropriately applied and stored? Sec. 12.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174. Are outdoor exercise facilities clean and well drained? Sec. 12.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
175.	If bath room facilities are provided, are they clean and properly maintained? Sec. 12.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176.	Are industrial facilities clean and well lit (30 ft. candles)? Sec. 12.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177.	If noise levels exceed an average of 90 dba in 8 hours in industrial facilities, is appropriate ear protection provided? Sec. 12.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178.	Are formal sanitation inspections conducted by the Officer-in-Charge or designee at least once each week? Sec. 12.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

ORDER AND DISCIPLINE

	YES	NO	N/A
179. Are rules and regulations governing the conduct of inmates and visitors posted and available to each inmate and all visitors? Sec. 13.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
180. Does the facility have written procedures for steps to be taken for breaches of discipline by inmates or visitors? Sec. 13.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
181. Are translations for disabled and/or non-English- speaking inmates provided? Sec. 13.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
182. Does the Officer-in-Charge establish a disciplinary committee or a hearing officer for disciplinary infractions? Sec. 13.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
183. Are staff members who are witnesses to a rule infraction prohibited from sitting on the disciplinary committee? Sec. 13.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
184. When a disciplinary infraction occurs, is a written report completed and forwarded to the Officer-in-Charge or designee? Sec. 13.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
185. Does the report contain at a minimum: Sec. 13.05			
a. Date of infraction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Place and time of infraction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Date of report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Specific rules violated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Details of the incident	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Actions taken by employee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Names of witnesses (as security allows)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
186. Does the Officer-in-Charge or designee cause an investigation of the alleged infraction(s) and forward the report to the disciplinary hearing officer or committee? Sec. 13.06	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
187. Are inmates, accused of violating rules, notified in writing of the charges brought against them and given at least 24 hours advanced notification of impending disciplinary action? Sec. 13.07	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
188. Are disciplinary hearings held within seven working days (excluding holidays) after the incident? Sec. 13.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
189.	If a continuance is permitted, is documentation provided justifying the extension and is the hearing held within the maximum time of ten (10) days? Sec. 13.08 (a) (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
190.	Does the committee or hearing officer determine that the inmate understands the charges and the possible actions that can result? Sec. 13.08	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
191.	Does the committee chairperson, or majority, or hearing officer have authority to call for witnesses, evidence, and/or documents? Sec. 13.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
192.	Are reasons for not calling witnesses or restricting information documented by the committee or hearing officer? Sec. 13.09 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
193.	When an inmate is unable to defend himself due to language or literacy problems, does the committee or hearing officer offer staff assistance to the inmate? Sec. 13.09 (c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
194.	Are charged inmates allowed to be present at the hearing unless, a written waiver is obtained, the inmate refuses or security is threatened? Sec. 13.10 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
195.	If an inmate is not present, does the committee or hearing officer record the reason? Sec. 13.10 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
196.	Does the inmate receive a written decision from the committee or hearing officer? Sec. 13.10 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
197.	Does the inmate have the right to appeal the decision to the Officer-in-Charge or designee? Sec. 13.10 (d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
198.	Are all steps in the process maintained as a written record? Sec. 13.10 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
199.	Are "Not Guilty" decisions noted on the report? Sec. 13.10 (e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
200.	Are decisions of guilt based solely on witnesses, evidence and documentation? Is a statement to this effect made part of the official record? Sec. 13.10 (f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
201.	The Officer-in-Charge or designee cannot increase an inmate's punishment. Sec. 13.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
202.	Is corporal punishment prohibited? Sec. 13.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
203.	Does the facility adhere to procedures for placing inmates in administrative confinement, including documentation? Sec. 13.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
204.	When an inmate is released from confinement, administrative or disciplinary, is the date and time recorded and maintained? Sec. 13.13 (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
205.	Do inmates in administrative confinement receive privileges comparable to general population inmates? Sec. 13.13 (b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
206.	Does the Officer-in-Charge or designee see and talk with inmates in administrative or disciplinary confinement twice daily? Sec. 13.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
207.	Is the attitude and general condition of the inmate in confinement documented? Sec. 13.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

CONTRABAND

		YES	NO	N/A
208.	Has the Officer-in-Charge or designee established a list of acceptable items, anything else being considered contraband? Sec. 14.01	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
209.	Unless needed for a hearing or trial, are confiscated monies placed in the inmate welfare fund or into the inmate's canteen account? Sec. 14.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

DIRECT SUPERVISION JAILS

	YES	NO	N/A
210. Inmates are not housed in direct supervision units unless approved by classification. Sec. 15.01	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
211. Does staff receive appropriate training prior to being assigned to the direct supervision unit? Sec. 15.02	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
212. Do certified correctional officers in the facility perform the following duties: Sec. 15.03			
a. Provide direct supervision of inmates in the housing unit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Provide emergency backup to the supervising officer as a priority of the employee's assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
213. Have facility rules and regulations been developed specifically for direct supervision? Sec. 15.04	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
214. Do staff members have access to the rules and regulations? Sec. 15.04	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
215. Are officers assigned to direct supervision units equipped with a secondary means of communications? Sec. 15.05	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments: (Attach additional sheets as needed)

ADMISSION, CLASSIFICATION AND RELEASE OF JUVENILES

	YES	NO	N/A
216. Are juveniles not transferred to the adult system by direct file, waiver or grand jury indictment or who have not been found to have committed a criminal offense as an adult held in temporary custody if release is not possible? Sec. 17.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
217. Juveniles held in temporary custody are held in an area of the facility for fingerprinting and photographing and transportation to an appropriate juvenile facility. The time held does not exceed six hours. Sec. 17.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
218. Are juveniles, held in temporary custody, kept out of sight and sound of adult inmates? Sec. 17.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
219. Are juveniles held only if the facility has adequate staff to monitor them at all times? Sec. 17.02	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
220. Prior to admitting the juvenile, are all appropriate and legal documents presented? Sec. 17.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
221. Does this documentation remain part of the juvenile's permanent file? Sec. 17.03	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
222. Unless wanted in another jurisdiction as an adult, juveniles are not housed in an adult jail unless: Sec. 17.03			
a. The juvenile has been indicted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The juvenile waived	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The juveniles was direct filed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Adult sanctions were imposed by the court	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
223. Can juveniles taken to a facility for criminal traffic violations demand to be taken before a magistrate, and if the demand is not made, the facility immediately notifies the parents, responsible adult, or guardian of the juvenile? Sec. 17.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
224. If a juvenile is charged with a traffic offense involving death or injury, under no circumstances is the juvenile placed with adults? Sec. 17.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Attach additional sheets as needed)

HOUSING OF JUVENILES

	YES	NO	N/A
225. A juvenile transferred for prosecution as an adult is not housed with adults, nor is a juvenile who is wanted for prosecution as an adult in another jurisdiction? Sec. 18.01 (a)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
226. Does the facility have a housing area designated for juveniles and have sufficient staff to supervise and monitor the juveniles at all times? Sec. 18.01 (b)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
227. When a juvenile is housed as an adult, is all of the below criteria met: Sec. 18.02			
a. The courts have certified the juvenile for prosecution as an adult.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The juvenile has been tried as an adult.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The juvenile was found guilty as an adult.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. The juvenile was sentenced as an adult.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
228. Is a juvenile being housed with adult sanctions being housed only with inmates with the same classification? Sec. 18.03	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments: (Attach additional sheets as needed)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND APPROVE THE UPDATED COOPERATIVE EQUIPMENT LOAN AGREEMENT BETWEEN THE FLORIDA FOREST SERVICE AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY CHARLES PITTS, DISTRICT PILOT, FLORIDA FOREST SERVICE.

MEETING DATE REQUESTED:

JANUARY 5, 2015

Statement of Issue: A new piece of equipment was added to the existing loan agreement. The added piece is a truck now being housed at the Taylor County Fire/Rescue Station 1.

Recommended Action: Approve the loan agreement

Fiscal Impact:

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Margaret Dunn

From: Dustin Hinkel
Sent: Thursday, December 18, 2014 2:55 PM
To: Pitts, Charles
Cc: Dan Cassel; CONRAD BISHOP (lawbishop@gtcom.net); Margaret Dunn; 52281_61714.tl278309@tasks.teamwork.com
Subject: RE: Florida Forest Service Cooperative Loan Agreement
Attachments: Cooperative Equipment Loan Agreement - form 11406.doc

Thank you Charles, it was nice to meet you today. I took the liberty of filling in the Shady Grove truck from the information you gave me. Dan, please complete the table on page 4 for the ladder truck and any other Forestry loan in our possession. I plan to have this on the Board's agenda for the 1/5 meeting.

Conrad, FYI

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Pitts, Charles [mailto:Charles.Pitts@freshfromflorida.com]
Sent: Thursday, December 18, 2014 2:39 PM
To: Dustin Hinkel
Subject: Florida Forest Service Cooperative Loan Agreement

Per our conversation, please see the attached lease.

Charles R. Pitts
District Pilot
Florida Forest Service
Florida Department of Agriculture and Consumer Services

850-838-2287

850-838-2284 Fax
850-295-0522 Cell
Charles.Pitts@FreshFromFlorida.com

Perry District Office
618 Plantation Road
Perry, Florida 32348

www.FreshFromFlorida.com

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

COOPERATIVE EQUIPMENT LOAN AGREEMENT

This Cooperative Equipment Loan Agreement (the "Agreement") by and between

Taylor County Board of County Commissioners

Cooperator

201 East Green Street, Perry, Fl 32347

Cooperator's Address

hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Florida Forest Service, hereinafter referred to as the SERVICE,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The SERVICE, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, it has been determined to be advantageous to the SERVICE in the proper discharge of its responsibilities as described and set forth in Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this Agreement do hereby agree as follows:

A. The SERVICE Agrees:

- (1) To make available the equipment described on the attached equipment schedule (the "Equipment") while retaining title and/or accountability, according to the terms set forth in this Agreement.

- (2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the Equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the Equipment to the SERVICE, provided that COOPERATOR shall repair any damage caused by such removal.

B. The COOPERATOR Shall:

- (1) Maintain insurance of the types and in the amounts required by the SERVICE for the Equipment and shall provide proof of such insurance upon request of a representative of the SERVICE.
- (2) Make the Equipment available for inspection upon request of a representative of the SERVICE.
- (3) Return the Equipment to the SERVICE upon termination of this Agreement.
- (4) Be responsible for State or local vehicle safety inspection requirements.
- (5) Maintain the Equipment to reasonable standards of mechanical condition and appearance acceptable to the service.
- (6) Return the Equipment to a mutually agreeable location when COOPERATOR is no longer in need of the Equipment.
- (7) Furnish any additional items needed to prepare the Equipment for structural fire service, such as hose, nozzles, pike poles, etc.
- (8) Answer calls utilizing the Equipment anywhere in the home county upon request of the SERVICE, local conditions permitting.
- (9) To the extent permitted by Florida law, indemnify and hold the Department of Agriculture and Consumer Services and the SERVICE harmless from any and all claims, causes of action or damages whatsoever arising from or in connection with this Agreement or COOPERATOR'S use of the Equipment.

C. It is MUTUALLY Agreed:

- (1) The SERVICE license plates will continue to be used on the Equipment.
- (2) The Equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the SERVICE.
- (3) The Equipment will be stored at the fire department and will be used only for fire related activities.
- (4) The Equipment will be modified only as approved by a representative of the SERVICE.
- (5) Personal use of the Equipment is prohibited, violates the law and this Agreement, and subjects violators to penalties and to immediate Equipment recall.

- (6) Both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.

D. This Agreement will be effective from the date of execution by the Director, Florida Forest Service, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

Taylor B.O.C.C.

COOPERATOR

BY: _____

WITNESS

WITNESS

OFFICIAL TITLE

STATE OF FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

BY: _____

WITNESS

DIRECTOR

DATE

WITNESS

EXHIBIT A

EQUIPMENT SCHEDULE

Cooperative Equipment Loan Agreement Between

The Florida Department of Agriculture and Consumer Services,

Florida Forest Service

AND

Taylor County Board of County Commissioners

Cooperator

Date Leased	S or F	ID Number	Property Description	Serial Number	Location	Date Deleted
4/8/2003	S	V12589	TRK. Transport INT S-1900	IHTTLKZ5R8K H663746	SHADY GROVE VFD	
12/18/2014	S	ACS31062	TRK. Aerial, Pierce 65' telesquirt	4PICA01E4LA0 00786	Fire Rescue Station 1	

SPECIAL REMARKS OR SPECIFICATIONS: This Equipment Schedule is considered to be a part of the loan agreement dated and referred to in the heading. Any changes to this Equipment Schedule must be by written request from the Cooperator, with a copy attached to this document, and the approval of the Director indicated below.

Approved: _____
Director, Florida Forest Service Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FROM FDOT FOR THE WIDENING & RESURFACING OF ROBERTS AMAN ROAD (CR 361) IN THE AMOUNT OF \$500,000 AND CONSIDER CONSTRUCTION PROJECT BID AWARD.

MEETING DATE REQUESTED:

January 5, 2015

Statement of Issue:

Through the Florida Department of Transportation's (FDOT) Small County Outreach Program (SCOP), the Board was awarded \$369,949 for the widening and resurfacing of the unimproved portion of Roberts Aman Road (CR 361). Supplemental Agreement No. 1 will increase this original funding by \$500,000.

Bids received (9/16/2014) for the Project are as follows:

Anderson Columbia Co., Inc.	\$791,000
Peavy & Son Construction Co., Inc.	\$860,000
Sandco, Inc.	\$879,500
Capital Asphalt, Inc.	No Bid
Preferred Materials, Inc.	\$1,672,152.27

Recommended Action: Staff recommends that the Commission approve Supplemental Agreement No. 1 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Staff also recommends that the Board award the Construction Project Bid that represents Taylor County's best interest as determined by the Board of County Commissioners.

Fiscal Impact:

FISCAL YR 2014/15 - \$869,949.00 (total allocation)
Remaining Funds Available - \$829,039.00 (w/ S.A. #1)

Budgeted Expense:

YES

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On December 17, 2013, the Board of County Commissioners approved the Small County Outreach Program agreement with the Florida Department of Transportation to provide \$369,949 for the widening and resurfacing of the unimproved portion of Roberts Aman Road (CR 361) from just east of Joel Aman Rd to Johnson Stripling Road, approximately 0.85 miles. In December, 2014, the Board received Supplemental Agreement No. 1 offering to increase available funding by \$500,000. This funding makes it much more possible to complete the yet to be awarded roadway widening and resurfacing project in its entirety. Staff recognizes such funding is available solely from the continued

efforts of the Florida Department of Transportation District 2 Staff, specifically Jordon Green and Kim Evans, and their exemplary achievement to routinely provide the much needed infrastructure funding for Taylor County.

Bids were received for this project in September of last year and ranged from \$791,000 to nearly \$1.7 million. Bids were reviewed and each of the bidding companies found to have prior experience completing Taylor County projects, met the bid specifications, and the required qualifications to complete the project. Causseaux, Hewett & Walpole, Inc. has a previously approved Task Order to perform Construction Engineering Inspection services for this project. Hence, upon award of the construction contract, the project should be ready to get started.

Therefore, Staff recommends that the Commission approve Supplemental Agreement No. 1 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Staff further recommends that the Board award the Roberts's Aman construction project Bid that represents Taylor County's best interest as determined by the Board of County Commisisoners.

Options:

- 1) Accept and approve Supplemental Agreement No. 1 and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.
- 3) Consider Awarding the Construction Project Bid that represents Taylor County's best interest as determined by the Board of County Commisisoners.

Attachments:

Supplemental Agreement No. 1
Authorizing Signature Resolution

RESOLUTION NO. _____

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Outreach Program Supplemental Agreement No. 1 to widen and resurface Roberts Aman Road (CR 361) from just East of Joel Aman Rd to Johnson Stripling Rd, and

WHEREAS, Supplemental Agreement No. 1 will provide an additional \$500,000 of funding through the Florida Department of Transportation's Small County Outreach Program, and

WHEREAS, Supplemental Agreement No. 1 will have no effect on the terms of the original agreement other than to increase such funding, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into Supplemental Agreement No. 1.

PASSED in regular session this ____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAT PATTERSON, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-2014

ANANTH PRASAD, P.E.
SECRETARY

December 24, 2014

The Honorable Patricia Patterson, Chair
Taylor County Board of County Commissioners
201 E. Green Street
Perry, Florida 32347

**Subject: Small County Outreach Program Agreement - Supplemental Agreement # 1
Widening and resurfacing of CR 361 (Robert Aman Road)
from East of Joel Aman Road to CR 361
Financial Project ID: 430692-1-58-01**

Dear Chair Patterson:

Enclosed for execution are three (3) copies of the Small County Outreach Program Agreement – Supplemental Agreement # 1 for widening and resurfacing of CR 361 (Robert Aman Road) from East of Joel Aman Road to CR 361 in Taylor County, Florida.

Supplemental Agreement # 1 adds construction funds in the amount of **\$500,000.00** to match the bid amount.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 3722.

Sincerely,

Signed on behalf of
James M. Driggers, P.E.
District Program Administration Engineer

JMD:ke
Enclosures

cc: Mr. Kenneth Dudley, P.E., County Engineer

The Honorable Patricia Patterson, Chair Taylor County BOCC 201 E. Green Street Perry, Florida 32347	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 430692-1-58-01 Contract Number: ARB15
--	--	---

PROJECT DESCRIPTION

Per Florida Statutes 339.2818 and Executive Order Number 08-132, Taylor County (Agency) desires to supplement the Small County Outreach Program Agreement (SCOP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: CR 361 (Robert Aman Road) Length N/A

Termini: from East of Joel Aman Road to CR 361

Description of Work: widening and resurfacing

Reason for Supplement: construction funds in the amount of \$500,000.00 have been added to match the bid amount.

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
Design <u>2007-2008</u> <u>2008-2009</u> <u>2009-2010</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> <u>2013-2014</u> <u>2014-2015 SA # 1</u> <u>2015-2016</u> Total Contract Costs	_____ _____ _____ \$ 369,949.00 \$ 500,000.00 _____ \$ 869,949.00	_____ _____ _____ _____ _____ _____	_____ _____ _____ \$ 369,949.00 \$ 500,000.00 _____ \$ 869,949.00
Construction Engineering and Inspection <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> Total Construction Engineering	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Cost of Project	\$ 869,949.00	_____	\$ 869,949.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2812, F.S. Taylor County has requested a REDI waiver and the waiver has been granted. Therefore, in-kind services equivalent to 25% of the project is allowable under the waiver.

The Honorable Patricia Patterson, Chair Taylor County BOCC 201 E. Green Street Perry, Florida 32347	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) SUPPLEMENTAL AGREEMENT# 2	Financial Project ID: 430692-1-58-01
		Contract Number: ARB15

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TAYLOR COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: District Two Secretary

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO REVIEW PROPOSALS AND AWARD THE FOREST CAPITAL HALL RENOVATION PROJECT UNDER THE STATE CULTURAL FACILITIES GRANT PROGRAM.

MEETING DATE REQUESTED:

January 5, 2015

Statement of Issue: The Board received Phase 2 pricing proposals for the Forest Capital Hall Renovation project on December 16, 2014.

Recommended Action: Staff recommends that the Board award the Forest Capital Hall Renovation Project to Gray Construction / Clemons, Rutherford & Associates based on available funding.

Fiscal Impact: FISCAL YR 2014/15 - \$431,000 (Budget)

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

At its June 3, 2013 meeting, the Board approved a project budget of \$431,000; \$215,550 from the Florida Division of Cultural Affairs and \$215,550 of local funding through local tourism/bed taxes for the Forest Capital Hall Renovation project. This project will renovate the Forest Capital Hall facility to update and expand the restroom areas, expand the stage area including installation of an ADA lift, resurface the main floor area to accommodate multiple activities, and install fire suppression systems throughout. At its October 6, 2014 meeting, the Board approved soliciting for qualifications and proposals using the Design-Build concept. Phase 1 qualification proposals were received from Garrison Design & Construction / Shuler Architecture & Associates and from Gray Construction / Clemons, Rutherford & Associates. Phase 2 proposals were received from each of these firms on December 16, 2014.

Base Bids from both of the Design-Builder Teams exceed the current \$431,000 project budget. Therefore, though the Board can move forward with an award to the apparent lowest bidder, contract award will not be possible without reduction in scope or the addition of as much as \$200,000. Nonetheless, the Bid committee met, reviewed and discussed the two proposals received.

With the Garrison/Shuler proposal not including any clarifications or detail of its total price, expanded comparability was found to be difficult. Further, the Garrison/Shuler proposal appears to include an alternate flooring product and is void of any information concerning the proposed project schedule or sequencing.

The Gray/CRA proposal on the other hand, included pricing detail that allowed determination that the base bid does not include the full scope of work. As proposed in the solicitation documents (based bid plus Alternate #1 & #2) the price would be \$626,025. Including Alternate #3 (Changing lift station manufacturer/configuration - deduct \$10,000) and Alternate #4 (Changing ADA Lift manufacturer -



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222 West Wade Street, Trenton, FL 32693 | 352.463.3939

December 12, 2014

Taylor County Board of County Commissioners
Dustin Hinkel
108 N. Jefferson Street
Perry, FL 32347

RE: Forest Capital Hall Renovation, Design-Build Improvement Project, 2013-006-ENG

Dear Mr. Hinkel:

After a thorough review of the RFP dated October 2014 and the existing conditions at the Forest Capital Hall Building, Gray Construction Services, Inc. is pleased to offer the following cost proposal for Design-Build Services:

Total GMP Amount.....\$430,000

We have attached a detailed breakdown of the proposed costs by CSI division. Additionally, we have included a list of scope clarifications in each CSI division with optional value engineering and or potential cost savings (see Alternates). This information was not requested within the RFP, but due to the allotted budget for this building, we felt it was beneficial to have this information in determining the final scope-of-work for the project. It appears that one possible combination of Alternates (#1, #3, & #4) would allow all desired work to be performed with the exception of the fire sprinkler system.

Thank you in advance for the consideration of our proposal. We are available to answer any questions you may have, and we look forward to serving your design & construction needs.

Sincerely,

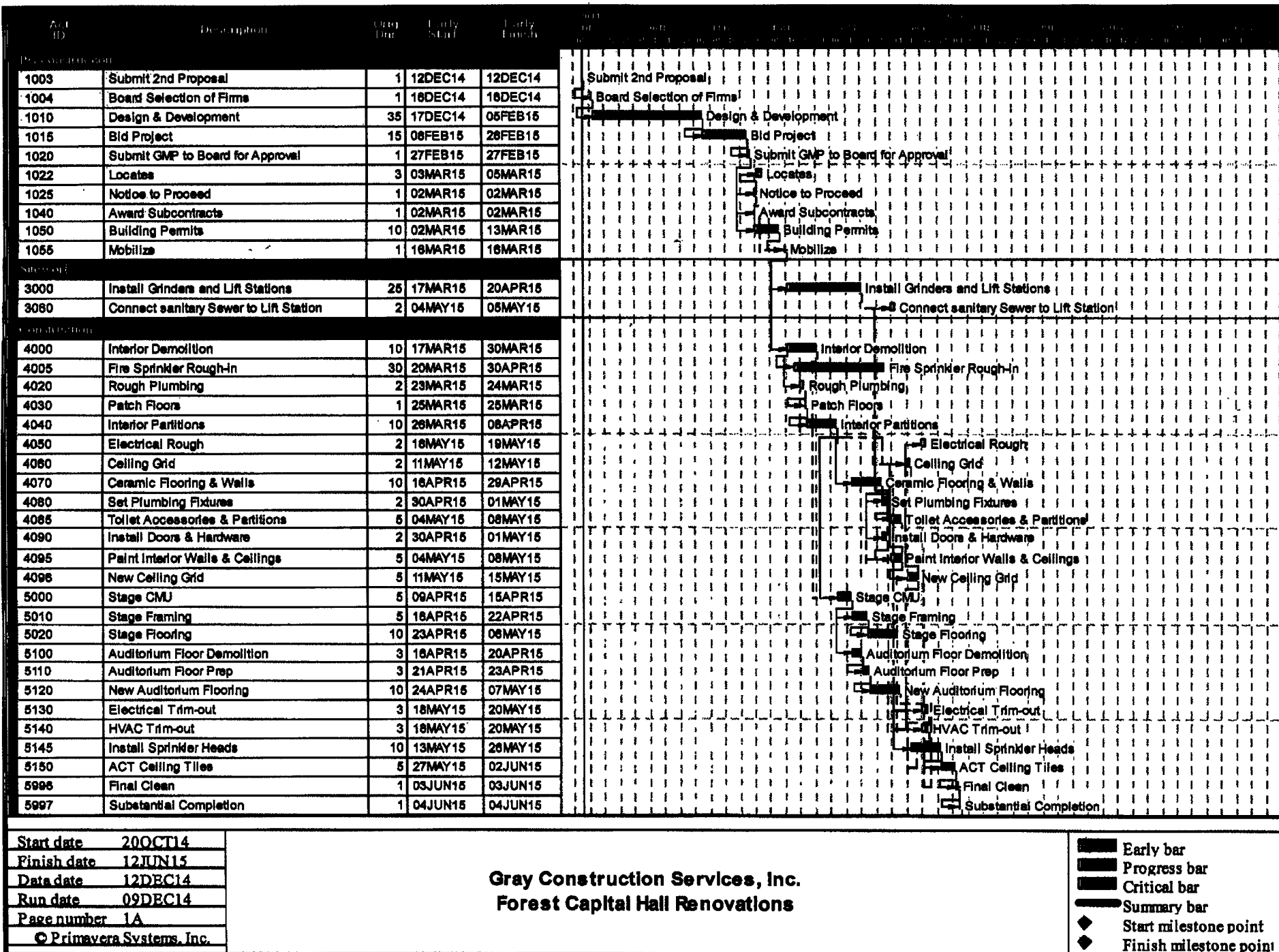
A handwritten signature in black ink, appearing to be "TG" or "Todd Gray", written over a horizontal line.

Todd Gray, President
Gray Construction Services, Inc.
tgray@gray-construction.com

GMP - Forest Capital Hall
Perry, Florida

Code	Line Items	Quan	Unit	Cost/Unit	Total
1.012	Superintendent	11	WK	1,500	16,500.00
1.010	Project Manager	11	WK	800	8,800.00
1.015	Fuel	11	WK	150	1,650.00
1.224	Cell Phone	2	MO	125	250.00
1.301	Building Permit (By Owner)	1	LS	0	0.00
1.330	Architectural Fees	1	LS	50,922	50,922.00
1.350	Temp Toilet	2	MO	270	540.00
1.401	Material Testing (Incl Asbestos Test)	1	LS	1,750	1,750.00
1.405	Final Cleaning	1	LS	500	500.00
1.524	Small Tools/Misc.	1	LS	500	500.00
1.526	Dumpster	2	EA	300	600.00
2.100	Sitework (Sewer/Grinder Pump/Boring)	1	LS	70,200	70,200.00
2.360	Soil Treatment	1	LS	200	200.00
3.050	Concrete & Masonry Material/Labor	1	LS	39,000	39,000.00
5.500	Misc. Steel (Removable Handrails)	1	LS	3,000	3,000.00
6.050	Rough Carpentry Mat/Labor	1	LS	4,000	4,000.00
8.100	Door Frames/Doors/Hardware	1	LS	3,000	3,000.00
8.110	Doors/Hdwe Install	1	LS	500	500.00
9.100	Mtl Studs/GWB	1	LS	8,500	8,500.00
9.500	ACT Ceilings	1	LS	3,000	3,000.00
9.600	Flooring (Tile @ RR)	1	LS	13,037	13,037.00
9.660	Stage Wood Flooring & Refinishing	1	LS	20,282	20,282.00
9.900	Painting	1	LS	4,000	4,000.00
10.160	Division 10 Install	1	LS	2,500	2,500.00
10.600	Toilet Acc/Partitions (Stainless)	1	LS	13,500	13,500.00
11.060	Stage Lighting	1	LS	5,000	5,000.00
13.900	Fire Sprinklers (See Alternate Below)	1	LS	0	0.00
14.200	Elevators	1	LS	16,000	16,000.00
15.700	HVAC	1	LS	2,000	2,000.00
15.400	Plumbing	1	LS	48,500	48,500.00
16.050	Electrical	1	LS	10,000	10,000.00
Alt. # 1	Sports Flooring	Add	\$54,877	Sub Total	\$348,231.00
Alt. # 2	Fire Sprinkler System	Add	\$141,148	GL/BR	\$7,312.00
Alt. # 3	Liberty Lift Station	Deduct	\$10,000	Sub Total	\$355,543.00
Alt. # 4	Alternate Chair Lift	Deduct	\$8,000	Fee	0.07%
				Sub Total	\$380,432.00
				Bond + 1%	\$4,825.00
				Owner Contingency	\$44,743.00
				BID TOTAL	\$430,000.00

tab 03 ESTIMATE





Scope Clarifications

Div 1 – General Conditions

1. Building Permit and impact fees are assumed to be waived since this is a County owned Building.
2. Design fees including Civil and Architectural are included. Limited fees are included for MEP&F.
3. Lump Sum General Condition Costs are included in the proposal.
4. Performance and Payment Bond costs are included.
5. General Liability, Workers Comp and Builders Risk insurance are included.
6. Allowance for asbestos testing is included in this proposal, asbestos abatement if encountered is not included.

Div 2 – Sitework/Utilities

1. Cost to install (1) specified E-one grinder and tank. We believe the building can be served by (1) pump/tank instead of the (2) requested in the RFP. An additional savings could be obtained by installing the individual components of this system rather than buying a packaged E-one system. (See Alternate #3 for Deduct)
2. Electric service to new lift station/grinder pump and controls.
3. Connection of E-one system into existing sanitary sewer line as shown on attached Civil Drawing.
4. Abandon existing septic systems in accordance with RFP.

Div 3 – Concrete

1. Demolition as required to expand bathroom footprints as shown in drawings provided by Barry Wilson and RFP.

Div 4 – Masonry

1. New masonry walls in bathrooms and at stage as shown in drawings provided by Barry Wilson and as described in the RFP.

Div 6 – Carpentry

1. Carpentry work to include all lumber necessary to expand stage as shown on RFP drawings. New framing to match plane of existing stage and includes new steps.

Div 8 – Doors and Hardware

1. Allowance is included to remove and in-fill existing doors in hallway being removed.
2. Allowance for new bathroom doors, frames and hardware are included in this proposal

Div 9 – Finishes

1. Allowance for ceiling framing in new bathroom areas and patching in existing areas is included in this proposal.
2. Allowance to replace existing ACT ceilings and grid with new 2x2 grid is included in this proposal. HVAC and lights are to remain in current locations.
3. Cost to remove existing ceramic flooring and replace with new flooring in bathrooms is included in this proposal.
4. Refinish of new and existing stage flooring to match is included in this proposal.
5. New Elastiplus flooring in Auditorium area is included in this proposal. (Add Alternate #1)



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Div 10 – Specialties

1. Bathroom accessories as required in RFP are included in this proposal
2. Allowance for stainless steel bathroom partitions is included in this proposal.

Div 14 – Conveying Systems

1. Allowance for (1) Savaria V-1504 ADA lift is included in this proposal. (See Alternate #4 for Deduct)

Div 15 – Plumbing/HVAC/Fire

1. Re-routing and plumbing for new bathroom layout is included in this proposal
2. New motion activated fixtures are included in this proposal. A savings can be obtained by installing manual metered water faucets in-lieu of motion detection faucets
3. HVAC work is limited to working with existing systems and registers.
4. An allowance for fire sprinkler system based on flow rates provide by County is included in this proposal (Add Alternate #2)

Div 16 – Electrical

1. Fire alarm is not shown or included in this proposal
2. Allowance to replace existing lights with LED fixtures is included in this proposal. Based on the limited use of these fixtures; it should be considered to replace the existing lights with digital florescent fixtures.
3. Allowance for stage lighting is included in this proposal
4. Allowances assume using existing conduits, wires, switches and circuits.

*Pricing
Impact?*



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deduct \$8,000) reduces the possible price to \$608,025.00. Either of these two pricing possibilities is more than \$100,000 cheaper than the Garrison / Shuler proposal and therefore avoids the need for formal presentations.

The Phase 2 Pricing Proposal Results are as follows:

<i>Required Items</i>	<i>Design-Builder Team</i>	
	<i>Garrison Design & Construction w/ Shuler Architecture & Associates</i>	<i>Gray Construction w/ Clemons, Rutherford & Associates</i>
<i>Project Schedule and Budget</i>	Schedule Not Included	✓
<i>Insurance</i>	✓	✓
<i>Bid Bond</i>	✓	✓
<i>Public Entity Crimes Affidavit</i>	✓	✓
<i>Non-Collusion Affidavit</i>	✓	✓
<i>Truth in Negotiation Certificate</i>	✓	✓
<i>Addenda</i>	✓	✓
<i>Price Proposed</i>	\$726,770.00	\$430,000 Including Alt. #1, #2 (\$626,025)

Therefore, Staff recommends that the Board award the Forest Capital Hall Renovation Project to Gray Construction / Clemons, Rutherford & Associates based on available funding.

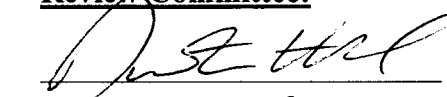
Options:


- 1) Accept and award the Forest Capital Hall Renovation Design-Build Solicitation to Gray Construction / Clemons, Rutherford & Associates.
- 2) Reject the proposals and state reasons for such denial.


Attachments:


Gray/CRA Price proposal

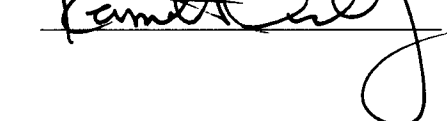
Review Committee:

 Dustin Hinkel

 Melody Cox

 Dawn Taylor

 Clay Olsen

 Kenneth Dudley

TAYLOR COUNTY BOARD OF COMMISSIONERS**12****County Commission Agenda Item****SUBJECT/TITLE:**

COMMISSIONERS TO RECEIVE AND APPROVE THE REVISED CONSTRUCTION & MAINTENANCE AGREEMENT FROM FDOT FOR IMPROVEMENTS TO JOHNSON STRIPLING ROAD (CR 361)

MEETING DATE REQUESTED:

January 5, 2015

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to reconstruct Johnson Stripling Road from Pace Drive to Roberts Aman Rd. The method of construction has changed and necessitates revising the Construction Maintenance Agreement.

Recommended Action: Staff recommends that the Commission approve the revised Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2014/15 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

At the August 20, 2013, the Board of County Commissioners received a Construction & Maintenance Agreement from FDOT to fund, design, manage, maintain and repair Johnson Stripling Road at no expense to Taylor County. Under the terms of that agreement, FDOT would mill, resurface and widen the roadway to 12 ft lanes, correct cross slope at each of the horizontal curves, install updated signage and pavement markings, upgrade existing guardrail, install minor drainage improvements and install 2 ft paved shoulders. Since approving that agreement, FDOT and its consulting engineers determined that insufficient funding was available due in part to right-of-way constraints and rather proposed to reduce lane widths to 10 ft. After several discussions, FDOT believed adequate funding would be available and proposed to delete the milling operation and 2 ft paved shoulders, and just widen and resurface the roadway to 12 ft lanes. The agreement for this configuration was approved by the Board at its October 6, 2014 meeting. It was later determined that funding would not support the safety updates and the added road width. Therefore, FDOT's current and presumably final proposal is to resurface and widen the roadway 2 ft to include 10 ft lanes, 2 ft paved and 4 ft unpaved shoulders, install updated signage and pavement markings, guardrail and drainage improvements. Unfortunately, this change in scope of work necessitates approving another revised agreement and Resolution but results in deleting all design exception requests, resurfaces the roadway and corrects known safety concerns.

Therefore, Staff recommends that the Commission approve the revised Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Construction & Maintenance Agreement
Authorizing Signature Resolution

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as Johnson Stripling Road from Pace Drive to Roberts Aman Road, as shown in attached **Exhibit "A"**; and

2. The term "Improvement" means and shall refer to as widening 2' to include 10' travel lanes and 2' paved shoulders, signing and pavement marking upgrades, guardrail and drainage improvements to both sides of Johnson Stripling Road from Pace Drive to Roberts Aman Road, as more particularly shown in attached **Exhibit "A"**; and

3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

4. The Department shall construct the Improvement on the Property; and

5. A date for the commencement of construction of the Improvement has not been established; and

6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and

7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

8. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

10. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

13. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014).

15. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in

writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Mr. Blake Hunter, P.E.
Perry Maintenance
657 Plantation Road
Perry, Florida 32348

Agency: Mr. Dustin Hinkel, County Administrator
Taylor County Administrator's Office
201 E. Green Street
Perry, Florida 32347

16. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

17. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

18. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

19. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

20. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

21. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

22. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

23. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

25. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

26. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

27. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

28. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

29. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

30. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

31. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

32. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are

available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Taylor County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Legal Counsel for Agency

EXHIBIT "A"

(PROPERTY DESCRIPTION)

Widening 2' to include 10' travel lanes and 2' paved shoulders, signing and pavement marking upgrades, guardrail and drainage improvements to both sides of Johnson Stripling Road from Pace Drive to Roberts Aman Road

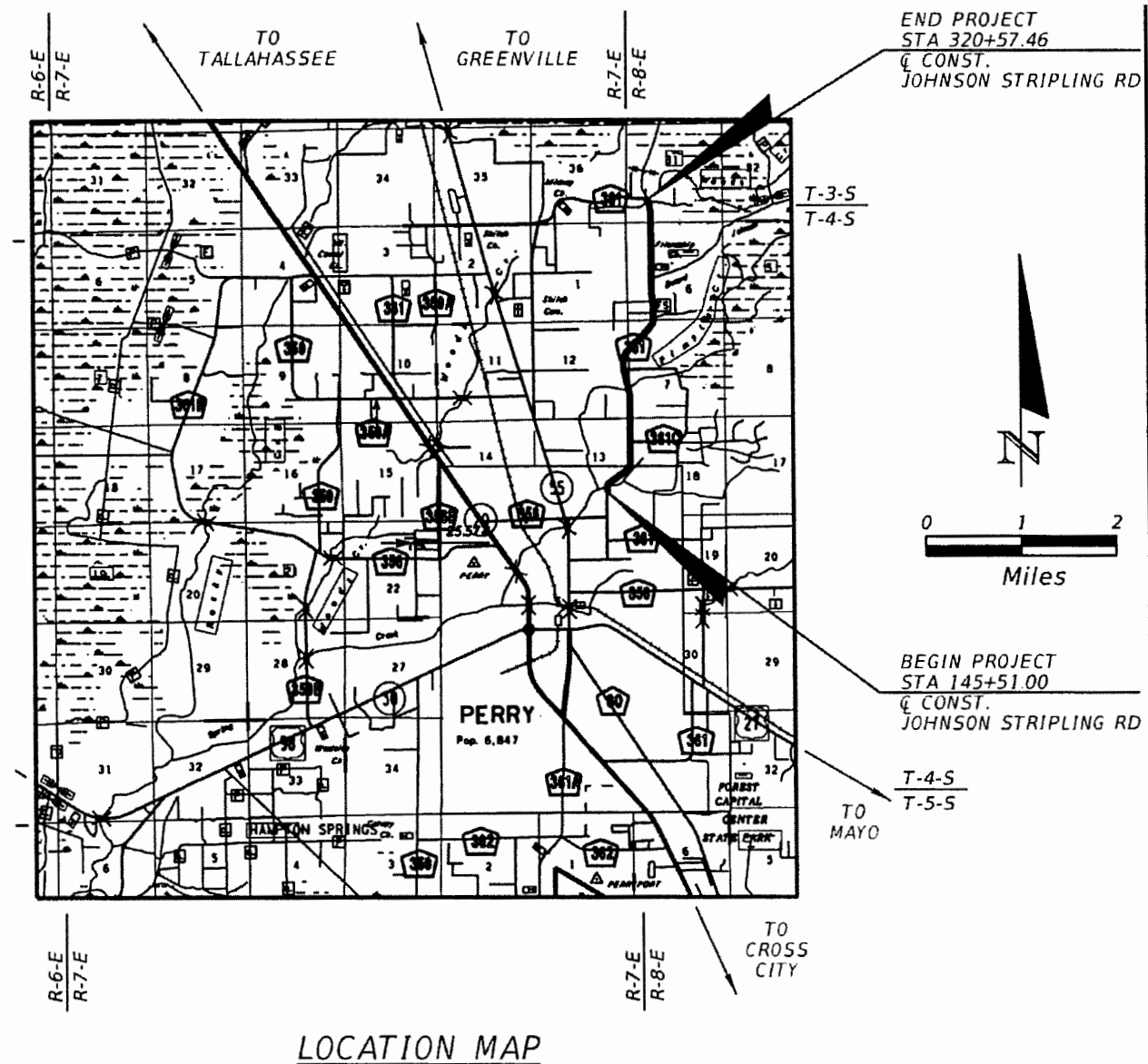


EXHIBIT "B"
(RESOLUTION)

Financial Project Id. No. 429750-2-52-01

Federal Id. No. 8887-947-A

Project Description: Johnson Stripling Road from Pace Drive to Roberts Aman Road

Off System Department Construct Agency Maintain

RESOLUTION NO._____

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement to improve Johnson Stripling Road (CR 361), and

WHEREAS, the Construction & Maintenance Agreement will allow FDOT to resurface and widen Johnson Stripling Road (CR 361) 2 ft to include 10 ft lanes, 2 ft paved and 4 ft unpaved shoulders, install signs and pavement markings, guardrail and drainage improvements, and

WHEREAS, the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Johnson Stripling Road (CR 361) Construction & Maintenance Agreement.


PASSED in regular session this ____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAT PATTERSON, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE: 	THE BOARD TO DISCUSS AND RECOMMEND ACTION REGARDING CONCERNS BROUGHT TO ITS ATTENTION REGARDING CABLE TELEVISION SERVICE IN THE COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR
MEETING DATE REQUESTED:	JANUARY 20, 2015

Statement of Issue: TO DISCUSS A COURSE OF ACTION REGARDING CONCERNS ABOUT THE CABLE TELEVISION SERVICE

Recommended Action: DISCUSSION/RECOMMENDATION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Kevin Randall informed the commission that his local station has been dropped from the local Comcast lineup. He requested the Board's help in asking Comcast to put WSFD-TV channel 15 back on the local channel (TV 69). He understood that Comcast's franchise agreement was due to be renewed next year.

Mr. Bruce Willard contacted the Administrator's office to inquire about the franchise agreement for the cable provider Steinhatchee. He advises that the current provider, Altitude Communications, has pulled out its cable TV offering. He requests assistance in getting the service re-established.

The Board briefly discussed Mr. Randall's situation and advised staff to agenda to the item for discussion and official tasking. Initial research indicates that the Comcast agreement will be expiring in 2015 and there may be a provision in the existing agreement to request the rescheduling of his channel. If not, then more specific language can be inserted into the next agreement.

Initial research into the Steinhatchee issue reveals that the last franchise agreement with James Cable Partners, L.P. expired in 2008 and while discussions of renewal were held in

2005 no renewal was made. Comcast still has an agreement that encompasses the entire county.

Options:

Attachments: **ORDINANCE 2005-4 & 98-4**

AN ORDINANCE AWARDED TO COMCAST OF PERRY, INC., A TEN (10) YEAR NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE UNINCORPORATED AREAS OF TAYLOR COUNTY; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF SAID FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM; PRESCRIBING PENALTIES FOR VIOLATION OF THE ORDINANCE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY:

SECTION 1. Definitions

For the purposes of this Ordinance, the following terms, phrases, words and their derivation shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, number and the words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. "Cable Mile" is a linear mile.
- b. "County" is the unincorporated areas of Taylor County, Florida.
- c. "Cable System", hereinafter referred to as "Cable System" or "system", means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple customers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television

without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934 (47 U.S.C. Sections 201-226), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to customers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

- d. "Company" or "Grantee" shall be Comcast of Perry, Inc., or anyone who succeeds it in accordance with the provisions of this Ordinance.
- e. "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind.

SECTION 2. Grant of Non-Exclusive Franchise

The County hereby grants to the Company the non-exclusive franchise right, privilege, authority and easement for a period of ten (10) years from the effective date hereof, unless sooner terminated pursuant to the provisions of this Ordinance to construct, erect, suspend, install, renew, maintain, and otherwise own and operate throughout the County, in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereof, and additions thereto, in the County a system of poles, wires, cables, underground conduits, ducts, trenches, conductors, amplifying equipment, manholes, fittings, and any and all other fixtures, appliances and appurtenances

necessary for the installation, ownership, maintenance and operation in the County of a Cable System. This franchise shall further include the right, privilege, easement, and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cables, underground conduits, manholes, ducts, trenches, fixtures, appliances and appurtenances for the purpose of distribution of cable service and other services not prohibited by applicable law to inhabitants within the limits of the County. Without limiting the generality of the foregoing, this franchise shall and does hereby include the right. In, over and upon the streets, sidewalks, alleys, easements, public grounds and places in the county for the purpose of installing, erecting, operating or in any other way acquiring the use of, as by leasing, all poles, lines and equipment necessary to operate a cable system and the right to make connections to subscribers, the right to repair, replace and enlarge and extend said lines, equipment and connections. The rights are granted herein by the County after due consideration of the legal, character, financial, technical, and other qualifications of the Company, and the adequacy and feasibility of its construction arrangements, in a full public proceeding which including notice of the consideration of the Company's construction policy, and the County approved the Company's qualifications as a part of said public proceeding which afforded due process.

SECTION 3. Compliance with Applicable Laws and Ordinances.

The Company shall at all times during the life of this Ordinance be subject to all lawful exercise of the policy power by the County and to such reasonable regulations by the County in exercise of such power as the County shall hereafter provide. The company shall comply with all laws, statutes, codes, ordinances, or as may be adopted from time to time, of general applicability and which do not conflict

with provisions of the franchise agreement.

SECTION 4. Effective Date and Term.

This Ordinance shall take effect on 5/17/05 and be in full force after final passage and publication hereof, as provided by law, and said Ordinance shall continue in full force and effect for a term of ten (10) years upon the terms and conditions set forth herein ending on 5/16/15. An option for renewal, under the terms and conditions mutually agreeable to both parties, may be exercised by the Company pursuant to provisions of Section 626 of the Communications Act of 1934, as amended. Such renewal shall be granted by the County after consideration of the Company's qualifications and after full public proceedings affording due process. This Ordinance, when accepted by the Company, shall be and become a valid and binding contract between the County and the Company, but this Ordinance shall be void unless the Company shall, within thirty (30) days after passage and publication of same by the Company, file with the county, its unconditional acceptance of the Ordinance as hereinafter provided.

SECTION 5. Territorial Area Involved.

This Ordinance is related to the present territorial limits of the county and to any area henceforth added thereto during the term of this agreement; provided, however that the company shall not be required to build those sections or areas of the County that do not meet a general density standard of thirty-five (35) homes per cable mile as measured from existing distribution plant including interconnection trunk. The Company shall be required to provide service at regular rates to all structures, which are not covered under Section 8 of this Ordinance, within one hundred and fifty (150) feet of its trunk lines. Nothing herein contained is intended to preclude the

Company from extending its cables and equipment outside the County for the purpose of serving other areas provided the Company is legally enfranchised to serve the other areas.

- a. Where potential subscribers reside in a portion of the service area with dwelling density not meeting the foregoing standard the Company shall extend the service to such potential subscribers under the following conditions: (1) if they are willing to pay a one time charge equivalent to the Company's construction cost per dwelling passed above the Company's cost at the minimum dwelling density; or (2) if twenty-five (25) potential subscribers per cable mile measured from existing cable plan commit themselves to taking service in a manner reasonably satisfactory to the Company.

SECTION 6. Liability and Indemnification.

- a. The Company shall pay all damages and penalties, which the County may legally be required to pay as a result of the actions or omissions of Company. These damages or penalties shall include all damages arising out of the installation, operation or maintenance of the cable system, authorized herein, whether or not any act of omission complained of is authorized, allowed, or prohibited by this Ordinance.
- b. The company shall defend and indemnify the county with regard to all damages and penalties mentioned in section "a" above.
- c. The Company shall maintain throughout the term of this Ordinance liability insurance insuring the County and the Company in the minimum amounts of:

- (1) \$1 million for bodily injury or death to any one person within the limit, however, \$1 million for bodily injuries or death resulting from any one accident.
- (2) \$1 million for property damage resulting from any one accident.

SECTION 7. Service Standards and Requirements

- a. The Company shall maintain its service in accordance with the best-accepted customer service standards of the industry, so as to provide its subscribers with the highest possible level of quality and reliability. The company shall maintain an office in the City of Perry, Florida.
- b. The system shall meet all applicable FCC technical standards as they are amended. These standards are not recited in this Ordinance because they are too lengthy to place in this document. Conformance to said standards will ensure non-interference with any other type of communications system operating in or near the County.
- c. Whenever it shall be necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall do so at such time as will cause the least amount of inconvenience to its subscribers.
- d. In the event of any interruption of service whether planned or unforeseen, the Company shall proceed with due diligence and restore service as quickly as possible under the circumstances.

- c. Upon request, the Company will provide the Chairperson of the Board of County Commissioners, procedures for the investigation and resolution of complaints related to the operation of the Company's Cable System. The County shall have the primary responsibility for the administration and implementation of such procedures.

SECTION 8. Special Services.

- a. All public school building and private school system buildings located in the County as requested, will be connected to the System, as will each municipal building located within one hundred and fifty (150) feet from the Company's existing service facilities; the initial connection to each building will be made free of charge.
- b. In the case of an emergency or a disaster, the Company shall, upon request of the Civil Defense Director and Emergency Management Director, make available its facilities to the County for emergency use during the emergency or disaster period to the extent that such does not conflict with and is consistent with national and state plans, FCC regulation and Emergency Alert System operation.

SECTION 9. Safety Requirements.

- a. The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.

- b. The Company shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Safety code and local ordinances, which are generally applicable.
- c. All structures and all lines, equipment, and connections in, or over, under and/or upon the streets, sidewalks, alleys, and public ways or places of the County wherever situated or located, shall be kept and maintain at all times in a safe, suitable, substantial conditions, and in good order and repair.

SECTION 10. New Developments.

It shall be the policy of the county to amend this Ordinance liberally, upon application of the company, when necessary to enable the Company to respond to changes in Federal Communications Commission regulations, and to take advantage of any developments in the field of transmission of television signals and related services which will afford it an opportunity more effectively, efficiently, or economically to serve its customers.

SECTION 11. Conditions on Street Occupancy.

- a. All transmission and distribution structures, lines and equipment erected by the Company within the County shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.
- b. In case of disturbance of any streets, sidewalk, alley, public way, or paved area, the Company shall, at its own cost and expense and in a manner approved by the county appropriate authority, replace and restore such

street, sidewalk, alley, public way, or paved area in as good as condition as immediately before the work involving such disturbance was done.

- c. Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.
- d. The Company shall have the authority, under the supervision of the County's appropriate authority, to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the county as to prevent the branches of such trees from coming in contact with the wires and cable of the Company.
- e. The Company shall, at the request of any person holding a building moving permit issued by the County temporarily raise or lower its wires to permit the moving of the building. The expense of such temporary removal, raising or lowering of wires, shall be paid by the person requesting the same, and the Company shall have authority to require such payment in advance. The Company shall be given not less than seventy-two (72) hours advance written notice to arrange for such temporary wire change.

SECTION 12. Deposits.

- a. The Company may, in its discretion, require from any subscriber or prospective subscriber a deposit to guarantee payment of subscriber fees. Such deposit shall not exceed an amount equivalent to the maximum bill for subscriber service for 90 days. The Company shall keep records to show:

1. The name of the subscriber making the deposit.
2. The account number or other identification of the premises occupied by the subscriber when the deposit was made.
3. The amount and date of making the deposit.
4. A record of each transaction concerning the deposit.

Such deposits may be retained by the Company as long as required by ensure payment of subscriber fees. Upon final discontinuance of service, the Company may apply such deposit to any amount due from the subscriber for service. Any balance due the subscriber shall be promptly refunded. Prior to final discontinuance of service, deposits may be returned to the subscriber where satisfactory credit has been established to the satisfaction of the Company.

SECTION 13. Preferential or Discriminatory Practices Prohibited.

- a. In its rates, charges, service facilities, rules, regulations or in any other respect, the Company shall not make or grant any preference or advantage to any person nor subject any person to any prejudice or disadvantage within the same classification of service. The Company shall have the right to establish different classifications of service for residential and commercial users and to adopt charges and rate schedules to which any subscriber within said classifications shall be entitled.
- b. The Company retains the right to increase its subscriber rates during the period of the Ordinance and any renewals thereof.

- c. Nothing contained herein shall prohibit the Company from (1) offering discounts to commercial and multiple family dwelling subscribers billed on a bulk basis or (2) promotional discounts.

SECTION 14. Removal of Facilities upon Request.

Upon termination of service to any subscriber, the Company shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request in accordance with applicable law.

SECTION 15. Transfer of a Franchise.

Neither the Grantee nor any other person may transfer this Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) an intra-corporate transfer. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of additional information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

SECTION 16. Communication Services Tax.

All taxes collected pursuant to this Franchise Agreement shall be consistent with Chapter 202, Florida Statutes, as may be amended from time to time. In the

event the tax rate is amended, the Franchise Authority shall endeavor to give the Grantee written notice of the change in accordance with Chapter 202, Florida Statutes.

SECTION 17. County's Rights in Ordinance.

- a. The right is hereby reserves to the County to adopt, in addition to the provisions contained herein and in existing applicable agreements, such additional laws of general applicability as it shall find necessary in the exercise of the police power; provided that such laws, shall be reasonable and not in conflict with the right herein granted.
- b. The County shall have the right, during the life of this Ordinance to install and maintain free of charge upon the poles of the Company and wire and pole fixtures necessary for a police alarm system, or traffic control system on the condition that such wire and pole fixtures do not interfere with the Cable System and operations of the Company.
- c. Upon reasonable written notice, the County shall have the right to inspect the maps, plans, and other like materials of the Company at any time during normal business hours.
- d. The County shall have the right to inspect all construction or installation work performed subject to the provisions of the Ordinance and make such inspections as it shall find necessary to ensure compliance with the terms of this Ordinance and other pertinent provisions of law.

SECTION 18.

- A. Notice of Violation or Default.** In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
- B. Grantee's Right to Cure or Respond.** The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's notice described in Section A, above: (1) to respond to the Franchising Authority, contesting the assertion of noncompliance or default, or (2) to cure such default, or (3) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.
- C. Public Hearings.** In the event the Grantee fails to respond to the Franchising Authority's notice described in Section A, above, or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee pursuant to Section B, above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time, which is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

D. **Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

1. seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or
2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(A) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the

Franchise.

- (B) At the designated hearing, the Franchising Authority shall gave the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee.
- (C) The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.
3. **Technical Violation.** The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:
1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the customers within the Franchise Area;
- or

2. Where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 19. Signal Carriage.

The Company shall maintain, throughout the term hereof, broad categories of programming consistent with the requirements of the Cable Television Consumer Protection Act of 1992, as amended.

SECTION 20. Erection, Removal and Common User of Poles.

Poles of other wireholding structures may be erected on public land by the Company subject to the approval of the County with regard to location, height, type and other pertinent aspects.

SECTION 21. Refunds.

Refund checks will be issued promptly, but no later than either the customers' next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, provided that customer returns all of the equipment supplied by the Company in the case where service is terminated.

SECTION 22. System Security - Tampering with Cable System Equipment.

The Company shall have the right at all times to take any and all legal action it deems necessary to preserve the security of its System and to assure appropriate use thereof by its subscribers. In addition to the foregoing rights reserved to the Company, any person who willfully or maliciously damages or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Company with intent to

obtain a signal or impulse therefrom without authorization of the Company, shall be fined or punished as prescribed in the Florida State Statutes prohibiting said poaching of Cable Service signals.

SECTION 23. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 24. Advisory Committee.

A Cable Television Advisory Committee will be established by the Board of County Commissioners. The role of this committee will be to advise the board on matters pertaining to cable television.

SECTION 25. Public Service.

The Company shall make a reasonable amount of public service time available for the use of civil defense, police, fire and other community departments, associations or bodies which are designated by the County Commission as serving the community interest and necessity, provided, however, that such types of broadcasting is not prohibited by the Federal Communications Commission, or by any laws superseding the ordinances of the County. The Company shall provide time for notice of news; information, instruction or advice on the part of these organizations in the public interest, provided such broadcast is requested and authorized by the County Commission.

The Company shall at all times in accordance with applicable law reserve the right to control or reject all or any part of the content of any broadcast should it, in its opinion, fail to comply with any rule or regulation of the Federal Communications Commission or any law of the State of Florida or the United States.

The Company agrees to run advertisements promoting Taylor County.

SECTION 26. Records and Reports.

The County shall have access upon reasonable prior written request to all of the Company's technical plans, and engineering, statistical, customer service records, and other records to the extent as may be reasonably required by the County to carry out its regulatory responsibilities pursuant to this Ordinance.

SECTION 27. Duration and Acceptance of the Ordinance.

- a. This Ordinance and the rights, privileges and authority hereby granted shall take effect and be in force from and after final passage and publication hereof, as provided by law, and any franchise permitted or permitted or operated hereunder shall continue in force and effect for a term of ten (10) years. The Company shall file with the County its unconditional acceptance of the franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by the appropriate officials of the Company.

- b. Should the Company fail to comply with subsection (a) above, it shall acquire no rights, privileges, or authority under this Ordinance whatever.

SECTION 28. Entire Agreement.

This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof. All ordinances or parts of ordinances or other agreements whether written, verbal, or otherwise between the Grantee and the Franchising Authority that are in conflict with the provisions of this Franchise Agreement are hereby declared invalid and superseded and this Franchise Agreement shall control.

SECTION 29. Effective Date.


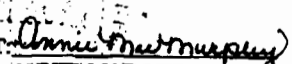
This Ordinance shall become effective immediately upon passage and mailing by certified mail to the Secretary of State by the Clerk of the Circuit Court of Taylor County, Florida.

PASSED AND ADOPTED in regular session this 17th day of May, 2005.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

DARRYL GUNTER, Chairperson


ATTEST: 
ANNIE MAE MURPHY
Clerk

ORDINANCE No. 98-5

AN ORDINANCE AWARDING TO JAMES CABLE PARTNERS, L.P., A TEN (10) YEAR NON-EXCLUSIVE RENEWAL FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM WITHIN THE UNINCORPORATED AREAS OF TAYLOR COUNTY KNOWN AS STEINHATCHEE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF SAID FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE COMMUNITY ANTENNA TELEVISION SYSTEM; PRESCRIBING PENALTIES FOR VIOLATION OF THE ORDINANCE.

BE IT ORDAINED THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY:

SECTION 1. Definitions

For the purposes of this Ordinance, the following terms, phrases, words and their derivation shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and the words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. "Cable Mile" is a linear mile.
- b. "County" is the unincorporated areas of Taylor County, Florida.
- c. "Community Antenna Television System", hereinafter referred to as

"CATV System" or "system", means a system of coaxial cables or other electrical conductors and transmission equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and other related services and transmit them to subscribers for a fee.

~~directly or indirectly off the air and other related services and transmit them to subscribers for a fee.~~

d. "Company" or "Grantee" shall be James Cable Partners, L.P., or anyone who succeeds it in accordance with the provisions of this Ordinance.

e. "Gross revenues" shall mean all revenue actually received by the Company, arising from or attributable to the sale of cable service by the Company within the County. Revenues shall include, but are not limited to, all cable service fees, late fees, leased channel fees, converter rentals or sales, and commissions from home shopping services. Gross revenues shall not include converter deposits, an amount equal to refunds to subscribers by the Company, or receipts from sales or use taxes or any other tax that the Company collects on behalf of any taxing authority.

f. "Person" is any person, firm, partnership, association, corporation, Company, or organization of any kind.

SECTION 2. Grant of Non-Exclusive Renewal Franchise

The County hereby grants to the Company the non-exclusive franchise right, privilege, authority and easement for a period of ten (10) years from the effective date hereof, unless sooner terminated pursuant to the provisions of this Ordinance to construct, erect, suspend, install, renew, maintain, and otherwise own and operate throughout the County, in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereof, and additions thereto, in the County a system of poles, wires, cables, underground conduits, ducts, trenches, conductors, amplifying equipment, manholes, fittings, and any and all other fixtures,

appliances and appurtenances necessary for the installation, ownership, maintenance and operation in the County of a cable television (CATV) system either separately or in conjunction with any public utility maintaining the same in the County. This franchise shall further include the right, privilege, easement, and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cables, underground conduits, manholes, ducts, trenches, fixtures, appliances and appurtenances for the purpose of distribution to inhabitants within the limits of the County. Without limiting the generality of the foregoing, this franchise shall and does hereby include the right, in, over and upon the streets, sidewalks, alleys, easements, public grounds and places in the County for the purpose of installing, erecting, operating or in any other way acquiring the use of, as by leasing, all poles, lines and equipment necessary to operate a CATV system and the right to make connections to subscribers, the right to repair, replace and enlarge and extend said lines, equipment and connections. The rights are granted herein by the County after due consideration of the legal, character, financial, technical, and other qualifications of the Company, and the adequacy and feasibility of its construction arrangements, in a full public proceeding which including notice of the consideration of the Company's construction policy, and the County approved the Company's qualifications as a part of said public proceeding which afforded due process.

SECTION 3. Compliance With Applicable Laws and Ordinances

The Company shall at all times during the life of this Ordinance be subject to all lawful exercise of the police power by the County and to such reasonable regulation by the County as the County shall hereafter provide. The Company shall comply with all laws,

statutes, codes, ordinances, or as may be adopted from time to time, applicable to its business including those of the Federal Communications Commission, and will comply with the Equal Employment Opportunity Act.

SECTION 4. Effective Date and Term

This Ordinance shall take effect and be in full force after final passage and publication hereof, as provided by law, and said Ordinance shall continue in full force and effect for a term of ten (10) years upon the terms and conditions set forth herein. An option for renewal, under the terms and conditions mutually agreeable to both parties, may be exercised by the Company giving the County notice in writing of its election to exercise this option, which notice shall be given not less than three (3) years prior to the expiration of the term of this Ordinance. Such renewal shall be granted by the County after consideration of the Company's qualifications and after full public proceedings affording due process. This Ordinance, when accepted by the Company, shall be and become a valid and binding contract between the County and the Company, but this Ordinance shall be void unless the Company shall, within thirty (30) days after passage and publication of same by the Company, file with the county, its unconditional acceptance of the Ordinance as hereinafter provided.

SECTION 5. Territorial Area Involved

This Ordinance is related to the present territorial limits of the County and to any area henceforth added thereto during the term of this agreement; provided, however that the Company shall not be required to build those sections areas of the County that do not meet a general density standard of thirty-five (35) homes per cable mile including interconnection trunk. The Company shall be required to provide service at regular rates to

all structures, which are not covered under Section 8 of this Ordinance, within one hundred and fifty (150) feet of its distribution lines. Nothing herein contained is intended to preclude the Company from extending its cables and equipment outside the County for the purpose of serving other areas provided the Company is legally enfranchised to serve the other areas.

a. Where potential subscribers reside in a portion of the service area with dwelling density below the prescribed minimum, the Company shall extend service to such potential subscribers under the following conditions: (1) if they are willing to pay a one time charge equivalent to the Company's construction cost per dwelling passed above the Company's cost at the minimum dwelling density; or (2) if twenty-five (25) potential subscribers per cable mile measured from existing cable plant commit themselves to taking service in a manner reasonably satisfactory to the Company.

SECTION 6. Liability and Indemnification

a. The Company shall (i) defend, indemnify, and hold harmless the County, its officers, employees, agents, attorneys, consultants and independent contractors except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other damage, cost, and expense (including reasonable attorneys' fees) arising out of or in connection with: (a) the award of this Ordinance; (b) the construction, operation, maintenance, repair, upgrade or removal of, or any other action or event with respect to, the System or any activity or function associated with the production or distribution of any cable service or noncable service over the System; or (c) the distribution of any cable service or noncable service over the System; and (ii) cooperate with the County by providing such nonfinancial assistance as may be requested by the

County, in connection with any claim arising out of or in connection with the selection of franchisees for, or the negotiation or award of, this Ordinance. Notwithstanding the above, the indemnification provided by this section shall not apply to liabilities, special, incidental, consequential, punitive and all other damage, cost and expense (including reasonable attorneys' fees) arising from claims, actions or suits between the Company and the County, its officers, employees, agents, attorneys, consultants and independent contractors otherwise covered by this indemnification provision, provided that this exception from the indemnification provision is not intended to limit or modify in any way the applicability of any other provision of this Ordinance.

The Company shall have the right to participate at its own expense through its own counsel in the defense of any action or suit brought against the County for which the Company is responsible hereunder. The County shall notify the Company promptly in writing of any such claim, action or suit and shall cooperate with the Company in every reasonable way to facilitate the defense of any such claim. Nothing in this Section is intended to restrict, limit, modify or expand the right of the County to defend against or settle any claim, action or suit, except that the County shall not reach any monetary settlement of any such claim, action or suit subject to indemnification under this Section without the advance written consent of the Company, which consent shall not be unreasonably withheld.

b. The Company shall maintain through the term of this Ordinance liability insurance insuring the County and the Company in the minimum amounts of:

1. \$250,000 for bodily injury or death to any one person within the limit, however, of \$500,000 for bodily injuries or death resulting from any one accident.
2. \$50,000 for property damage resulting from any one accident.

SECTION 7. Service Standards and Requirements

a. The Company shall maintain its service in accordance with the best-accepted customer service standards of the industry, so as to provide its subscribers with the highest possible level of quality and reliability. The Company shall maintain a payment location in either Steinhatchee or Jena, Florida.

b. The Company shall make improvements to its cable system as are necessary to maintain the system at a modern level of technical performance, provided that such improvements can be implemented in Taylor County in a manner that is economically feasible.

c. The system shall meet all applicable FCC technical standards as they are amended. These standards are not recited in this ordinance because they are too lengthy to place in this document. Conformance to said standards will ensure non-interference with any other type of communications system operating in or near the County.

d. Whenever it shall be necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall do so at such time as will cause the least amount of inconvenience to its subscribers.

e. In the event of any interruption of service whether planned or unforeseen, the Company shall proceed with due diligence and restore service as quickly as possible under the circumstances.

f. The Company will provide the Chairman of the Board of County Commissioners, procedures for the investigation and resolution of complaints related to the operation of the Company's cable television system. The County shall have the primary responsibility for the administration and implementation of such procedures.

SECTION 8. Special Services

a. All public and private school system buildings and municipal buildings located in the County and within one hundred and fifty (150) feet from the Company's existing distribution lines will be connected to the system at County's request; the initial connection to each building will be made free of charge.

b. In the case of an emergency or a disaster, the Company shall, upon request of the Emergency Management Director, make available its facilities to the County for emergency use during the emergency or disaster period.

SECTION 9. Safety Requirements

a. The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.

b. The Company shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Safety Code and local ordinance which are applicable.

c. All structures and all lines, equipment, and connections in, or over, under and/or upon the streets, sidewalks, alleys, and public ways or places of the County wherever situated or located, shall be kept and maintained at all times in a safe, suitable, substantial condition, and in good order and repair.

SECTION 10. New Developments

It shall be the policy of the County to amend this Ordinance liberally, upon application of the company, when necessary to enable the Company to respond to changes in Federal Communications Commission regulations, and to take advantage of any developments in the field of transmission of television signals and related services which will afford it an opportunity more effectively, efficiently, or economically to serve its customers.

SECTION 11. Conditions on Street Occupancy

a. All transmission and distribution structures, lines and equipment erected by the Company within the County shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.

b. In case of disturbance of any streets, sidewalk, alley, public way, or paved area, the Company shall, at its own cost and expense and in a manner approved by the County appropriate authority, replace and restore such street, sidewalk, alley, public way, or paved area in as good as condition as before the work involving such disturbance was done.

c. Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

d. The Company shall have the authority under the supervision of the County's appropriate authority, to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the County so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company.

c. The Company shall, at the request of any person holding a building moving permit issued by the County temporarily raise or lower its wires to permit the moving of the building. The expense of such temporary removal, raising or lowering of wires, shall be paid by the person requesting the same, and the Company shall have authority to require such payment in advance. The Company shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire change.

SECTION 12. Deposits

a. The Company may, in its discretion, require from any subscriber or prospective subscriber a deposit to guarantee payment of subscriber fees. Such deposit shall not exceed an amount equivalent to the maximum bill for subscriber service for 90 days. The Company shall keep records to show:

1. The name of the subscriber making the deposit.
2. The account number or other identification of the premises occupied by the subscriber when the deposit was made.
3. The amount and date of making the deposit.
4. A record of each transaction concerning the deposit.

Such deposits may be retained by the Company as long as required to insure payment of subscriber fees. Upon final discontinuance of service, the Company may apply

such deposit to any amount due from the subscriber for service. Any balance due the subscriber shall promptly refunded. Prior to final discontinuance of service, deposits may be returned to the subscriber where satisfactory credit has been established to the satisfaction of the Company.

SECTION 13. Preferential or Discriminatory Practices Prohibited

a. In its rates, charges, service facilities, rules, regulations or in any other respect, the Company shall not make or grant any preference or advantage to any person nor subject any person to prejudice to disadvantage within the same classification of service. The Company shall have the right to establish different classifications of service for residential and commercial users and to adopt charges and rate schedules to which any subscriber within said classifications shall be entitled.

b. The Company retains the right to increase its subscriber rates during the period of the Ordinance and any renewals thereof.

c. Nothing contained herein shall prohibit the Company from (1) offering discounts to commercial and multiple family dwelling subscribers billed on a bulk basis or (2) promotional discounts.

SECTION 14. Removal of Facilities Upon Request

Upon termination of service to any subscriber, the Company shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

SECTION 15. Assignment

The Company shall promptly notify the County of any actual or proposed transfer of the franchise. Every transfer of the franchise shall make the franchise subject to

cancellation unless and until the County shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the County may inquire into the qualifications of the prospective transferee and the Company shall assist the County in any such inquiry. Notwithstanding the above, nothing in this Section 15 shall require Company to obtain consent from the County for any assignment of the franchise as security for financing purposes, but the Company shall notify the County prior to placing the franchise as security for financing purposes.

SECTION 16. Gross Revenue

Within ninety (90) days of the end of the Company's fiscal year, the Company shall file with the Board of County Commissioners a statement showing monthly service fees received by the Company from subscribers throughout the County since the preceding report. This statement shall be audited by the Company's financial officer who is a certified public accountant and shall reflect total amounts of gross revenue, by revenue source; all other charges; and computation for the fee payable for each annual period.

SECTION 17. Franchise Fee

The Company shall pay to the County on an annual basis a sum equal to three (3) percent of all gross revenues. Each annual payment shall be made within ninety (90) days after the end of the Company's fiscal year and shall accompany the report required pursuant to Section 16 of this Ordinance.

SECTION 18. County's Rights in Ordinance

a. The right is hereby reserved to the County to adopt, in addition to the provisions contained herein and in existing applicable agreements, such additional laws of general applicability as it shall find necessary in the exercise of the police power; provided that such laws, shall be reasonable and not in conflict with the rights herein granted.

b. The County shall have the right, during the life of this Ordinance to install and maintain free of charge upon the poles of the Company and wire and pole fixtures necessary for a police alarm system, or traffic control system on the condition that such wire and pole fixtures do not interfere with the CATV operation of the Company.

c. The County shall have the right to inspect the maps, plans, and other like materials of the Company at any time during normal business hours.

d. The County shall have the right to supervise all construction or installation work performed subject to the provision of the Ordinance and make such inspections as it shall find necessary to insure compliance with the terms of this Ordinance and other pertinent provisions of law.

SECTION 19. Termination

Should the Company, its successors or assigns, violate any of the provisions of this franchise, any ordinance or any reasonable rules and regulations or other laws, after forty-five (45) days written notice by the County to the Company and the continuation of such violation, failure or default for a period of more than sixty (60) days the Commission at a public hearing, of which the Company has been notified and at which it shall have the opportunity to be heard, shall determine whether to terminate the Company's franchise. In the event of the bankruptcy or receivership of the Company, all rights herein given to the

Company shall, at the option of the County, be forfeited and terminated.

SECTION 20. Signal Carriage

The Company shall maintain, throughout the term hereof, broad categories of programming consistent with the requirements of the Cable Television Consumer Protection Act of 1992.

SECTION 21. Erection, Removal and Common User of Poles

Poles or other wireholding structures may be erected on public land by the Company subject to the approval of the County with regard to location, height, type, and any other pertinent aspects.

SECTION 22. Refunds

Refund checks will be issued promptly, but no later than either the customers' next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, provided that customer returns all of the equipment supplied by the Company in the case where service is terminated.

SECTION 23. System Security - Tampering with CATV Equipment

The Company shall have the right at all times to take any and all legal action it deems necessary to preserve the security of its community antenna television system and to assure appropriate use thereof by its subscribers. In addition to the foregoing rights reserved to the Company, any person who willfully or maliciously damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Company with intent to obtain a signal or impulse there from without authorization of the Company, shall be fined or punished as prescribed in the Florida State Statutes prohibiting said poaching of CATV signals.

SECTION 24. Separability

If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not effect the validity of the remaining portions hereof.

SECTION 25. Advisory Committee

A Cable Television Advisory Committee will be established by the Board of County Commissioners. The role of this committee will be to advise the board on matters pertaining to cable television.

SECTION 26. Public Service

The Company shall make a reasonable amount of public service time available for the use of civil defense, police, fire and other community departments, associations or bodies which are designated by the County Commission as serving the community interest and necessity, provided, however, that such type of broadcasting is not prohibited by the Federal Communications Commission, or by any laws superseding the ordinances of the County. The Company shall provide time for notice of news, information, instruction or advice on the part of these organizations in the public interest, provided such broadcast is requested and authorized by the County Commission.

The Company shall at all times reserve the right to control or reject all or any part of the content of any broadcast should it, in its opinion, fail to comply with any rule or regulation of the Federal Communications Commission or any law of the state of Florida or the United States.

The Company also agrees to run advertisements promoting Taylor County.

These advertisements are subject to the reservations contained in this Section.

SECTION 27. Records and Reports

The County shall have access at all reasonable hours to all of the Company's technical plans, and engineering, accounting, financial, statistical, customer service records, and other records to the extent as may be reasonably required by the County to carry out its regulatory responsibilities pursuant to this Ordinance.

SECTION 28. Duration and Acceptance of the Ordinance

a. This Ordinance and the rights, privileges and authority hereby granted shall take effect and be in force from and after final passage and publication hereof, as provided by law, and any franchise permitted or operated hereunder shall continue in force and effect for a term of ten (10) years. The Company shall file with the County its unconditional acceptance of the franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by the appropriate officials of the Company before a notary public or other officer by law to administer oaths.

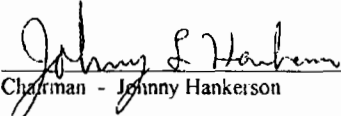
b. Should the Company fail to comply with subsection (a) above, it shall acquire no rights, privileges or authority under this Ordinance whatever.

SECTION 29. Effective Date

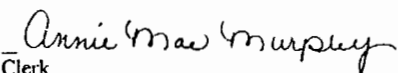
This Ordinance shall become effective immediately upon passage and mailing by certified mail to the Secretary of State by the Clerk of the Circuit Court of Taylor County, Florida.

ADOPTED in regular session this 6th day of April, 1998.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**


Chairman - Johnny Hankerson

ATTEST


Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER DECLARING JANUARY 5 THROUGH 9, 2015, AS FLORIDA FIRST RESPONDER APPRECIATION WEEK AS REQUESTED BY GOVERNOR RICK SCOTT, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

JANUARY 5, 2015

Statement of Issue:

THE GOVERNOR'S OFFICE HAS ISSUED A PROCLAMATION DECLARING JAN 5 THROUGH 9, 2015, AS FLORIDA FIRST RESPONDER APPRECIATION WEEK AND HAS ASKED THE SEPARATE COUNTIES TO DO LIKEWISE.

Recommended Action: APPROVE THE PROCLAMATION

Fiscal Impact:**Budgeted Expense:****Submitted By:****Contact:**

DUSTIN HINKEL, COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:**Options:****Attachments:**

PROCLAMATION

Declaring the week of January 5 through 9, 2015, as Florida First Responder Appreciation Week

WHEREAS, Florida's Governor Rick Scott has declared the week of January 5 through 9, 2015, as Florida First Responder Appreciation Week; and

WHEREAS, the Board of County Commissioners understands that the provision of services to ensure public health and safety is the most fundamental tenet of local governance and service; and

WHEREAS, Taylor County's first responder community of law enforcement officers, firefighters, volunteer firefighters, paramedics, and emergency medical technicians selflessly and professionally provide the highest level of care possible; and

WHEREAS, Taylor County has seen its own First Responders injured in the line of duty; and

WHEREAS, the Board of County Commissioners would like to join the residents, businesses, and visitors of Taylor County and the state of Florida in thanking its first responder community.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners in Taylor County do hereby join the Governor in proclaiming January 5 through 9, 2015, as Florida First Responder Appreciation Week in Taylor County, Florida, dated this 5th day of January, 2015.

Pat Patterson, Chair
Board of County Commissioners

Jody DeVane, District Three
Board of County Commissioners

Malcolm Page, District One
Board of County Commissioners

Pam Feagle, District Four
Board of County Commissioners

Jim Moody, District Two
Board of County Commissioners

Annie Mae Murphy, Clerk of Courts
Taylor County, Florida

Margaret Dunn

From: Dustin Hinkel
Sent: Wednesday, December 31, 2014 3:09 PM
To: Margaret Dunn
Subject: FW: Florida First Responder Appreciation Week: Jan 5-9

Do you think we could brainstorm up a proclamation of our own to insert to the meeting on the 5th?

FLORIDA FIRST RESPONDER APPRECIATION WEEK

WHEREAS, Tarpon Springs Police Officer Charles Kondak and Leon County Sheriff's Deputy Christopher Smith were recently killed in the line of duty; and

WHEREAS, each loss of a law enforcement officer is heartbreaking, and losing two heroes in less than a month is a cry for peace and a signal to all Floridians to pray for our men and women in uniform who protect our communities each day; and

WHEREAS, Florida's first responders include law enforcement officers, firefighters, and EMTs who bravely and selflessly risk their lives every day to protect Florida families, visitors, and businesses; and

WHEREAS, Florida's first responders do not hesitate to risk their own lives in order to save the lives of others, and their commitment to continued training, skill enhancement, and inter-agency coordination make them vital members of every Florida community; and

WHEREAS, acts of kindness and appreciation from citizens for first responders provide them needed encouragement and support to confront the dangerous and uncertain situations they face every day;

NOW, THEREFORE, I, Rick Scott, Governor of the State of Florida, do hereby proclaim January 5-9, 2015 as *Florida First Responder Appreciation Week* and encourage all Floridians to take time out of their day to show first responders and their families how much we value their service to our cities, counties, and state. *Florida First Responder Appreciation Week* will be an opportunity for Florida leaders at every level to demonstrate appreciation for all men and women who protect and serve our state as first responders and an opportunity for Floridians to say, "Thank you," to the first responders who keep them safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this 29th day of December, in the year two thousand fourteen.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax

dustin.hinkel@taylorcountygov.com

<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Grover Robinson [mailto:cragin@fl-counties.ccsend.com] **On Behalf Of** Grover Robinson

Sent: Wednesday, December 31, 2014 2:49 PM

To: Dustin Hinkel

Subject: Florida First Responder Appreciation Week: Jan 5-9



First Responder Appreciation Week

Today, Governor Rick Scott ask Florida's counties to join with him next week to honor and celebrate Florida's first responders. As Commissioners and county staff we know first hand the vital role our first responders have in our community.

There are few things as fundamental to the role counties play in our communities than our first responders. It is our first responsibility to keep our counties safe and able to respond and recover from emergency - something we task our first responders with every day. They are there to serve our citizens, often sacrificing time with their own families when emergencies arise.

Please join the Florida Association of Counties and Governor Rick Scott next week to take a moment and thank those first responders who keep our communities safe and answer the call in our hour of need.

To view the Governor's proclamation for Florida First Responder Appreciation Week, [click here](#).



RIK SCOTT
GOVERNOR

December 31, 2014

The Honorable Grover C. Robinson IV
Commissioner, Escambia County
President, Florida Association of Counties
100 South Monroe Street
Tallahassee, Florida 32301

Re: Florida First Responder Appreciation Week, January 5-9, 2015

Dear Commissioner Robinson:

As our state continues to mourn the recent loss of law enforcement officers, we are reminded that our law enforcement officers, firefighters, and paramedics face dangerous and uncertain situations every day. For their bravery and selflessness, we owe them our gratitude and appreciation.

To honor our first responders who risk their lives every day to protect Florida families, visitors, and businesses, I have declared next week, January 5-9, as Florida First Responder Appreciation Week. Throughout the week, I invite you to join me in encouraging Florida's counties and community partners to take time out of their day to show first responders and their families how much we value their service to our cities, counties, and state. Florida First Responder Appreciation Week is a great opportunity to say, "Thank you," to the first responders who keep us safe.

Thank you for your hard work every day, and I look forward to continuing to work with you to make Florida the number one place in the world to have a great job, grow a business, and raise a family.

Sincerely,



Rick Scott
Governor

Twitter: @FLGovScott

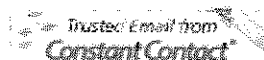
THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (904) 488-2272

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS RECREATION LEAGUE SCHEDULING FOR 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR.



MEETING DATE REQUESTED:

JANUARY 5, 2015

Statement of Issue: TO DISCUSS RECREATION LEAGUE SCHEDULING

Recommended Action: DISCUSSION/RECOMMENDATION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE TAYLOR COUNTY RECREATION ADVISORY BOARD HAS RECOMMENDED AN EARLIER START TO THE SOFTBALL AND BASEBALL LEAGUES FOR 2015. EACH WOULD BEGIN GAMES AT THE END OF MARCH INSTEAD OF APRIL. THIS START WILL OVERLAP WITH THE LAST TWO WEEKS OF THE PLANNED SPRING SOCCER SEASON. STAFF ANTICIPATES THAT SUCH AN OVERLAP WILL STRAIN RECREATION AND CONCESSION STAFF AND RESOURCES.

Options:

- APPROVE THE NEW SCHEDULE
- STAY WITH THE CURRENT SCHEDULE
- REQUEST PERRY SOCCER ASSOCIATION TO AMEND ITS SPRING SCHEDULE
- RECOMMEND ALLOCATING JAN. 18 TO MARCH 19 FOR SOCCER AND MARCH 23 TO MAY 29 FOR SOFTBALL AND BASEBALL

Attachments:

Upwards Basketball Practice

Upwards game Begin

PSA BB res Deadline

PSA BB Practice

PSA End

End Upwards Season

Baseball/Softball Games

BB/SS End

Post Year 2 Tournament

Flm Begin

Flm End

Calendar & Holidays

2015

Calendar-365.com

1 Jan New Year's Day

19 Jan Martin Luther King Day

12 Feb Lincoln's Birthday

14 Feb Valentine's Day

16 Feb Presidents Day

17 Feb Mardi Gras Carnival

8 Mar Daylight Saving (Start)

17 Mar St. Patrick's Day

1 Apr April Fool's Day

3 Apr Good Friday

5 Apr Easter

6 Apr Easter Monday

5 May Cinco de Mayo

10 May Mother's Day

16 May Armed Forces Day

24 May Pentecost

25 May Memorial Day

25 May Pentecost Monday

14 Jun Flag Day

21 Jun Father's Day

4 Jul Independence Day

7 Sep Labor Day

11 Sep September 11th

17 Sep Citizenship Day

25 Sep Native American Day

12 Oct Columbus Day

16 Oct Boss's Day

17 Oct Sweetest Day

31 Oct Halloween

1 Nov Daylight Saving (End)

11 Nov Veterans' Day

26 Nov Thanksgiving

7 Dec Pearl Harbor

25 Dec Christmas Day

31 Dec New Year's Eve