### SUGGESTED AGENDA

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA REGULAR BOARD MEETING TUESDAY, DECEMBER 15, 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 HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND ORDINANCE NO. 2015-1, TO CHANGE MEETINGS FROM EVERY QUARTER TO MONTHLY FOR THE TAYLOR COASTAL WATER & SEWER DISTRICT.
- 5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M. OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND ORDINANCE NO 83-3, TO ALLOW THE SALE OF WINE FROM 7:00 A.M. ON SUNDAYS UNTIL 1:00 A.M. ON MONDAYS.

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

### CONSENT ITEMS:

- 6. APPROVAL OF MINUTES OF 11-04-15 and 11-16-15.
- 7. EXAMINATION AND APPROVAL OF INVOICES.
- 8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, THE AIRPORT FUND, THE MSTU FUND, THE CDBG GRANT FUND, THE SCRAP ROAD PROJECT (N ELLISON ROAD) FUND, SCRAP ROAD PROJECT (O'STEEN RD) FUND, THE SCOP ROAD PAVING PROJECT (E ELLISON RD) FUND, THE SMALL COUNTY COURTHOUSE SECURITY GRANT FUND, THE AFFORDABLE HOUSING FUND (2008-2009 GRANT), THE AFFORDABLE HOUSING FUND (2011-2012 GRANT), THE AFFORDABLE HOUSING FUND (2012-2013 GRANT), THE AFFORDABLE HOUSING FUND (2013-2014 GRANT), AND THE AFFORDABLE HOUSING FUND (2014-2015 GRANT), AS SUBMITTED BY COUNTY FINANCE.
- 9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT A SHORTFALL OF MONIES IN THE GENERAL FUND AND THE SCRAP ROAD PROJECT (E ELLISON RD) FUND, AS SUBMITTED BY COUNTY FINANCE.
- 10. THE BOARD TO CONSIDER RELEASE OF FY 2015-2016 BUDGETED FUNDS, IN THE AMOUNT OF \$52,900, AND EXECUTION OF CONTRACT FOR SAID F.Y., AS REQUESTED BY APALACHEE CENTER, INC.
- 11. THE BOARD TO APPROVE BID AWARD RECOMMENDATIONS FOR FOUR (4) SHIP RECIPIENTS FOR THE REHABILITATION OF THREE (3) HOMES AND THE DEMOLITION AND RECONSTRUCTION OF ONE (1) HOME THROUGH THE SHIP PROGRAM, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 12. THE BOARD TO REVIEW AND ACCEPT THE FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT FOR THE TAYLOR COUNTY JAIL, AS SUBMITTED BY SHERIFF L.E. "BUMMY" WILLIAMS.

### CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. THE BOARD TO CONSIDER THE APPOINTMENT OF HARVEY B.
TUTEN, JR., AS A TAYLOR COASTAL WATER AND SEWER
DISTRICT BOARD MEMBER, AS AGENDAED BY DIANE CARLTON.

### PUBLIC REQUESTS:

- 14. THE BOARD TO RECEIVE A PRESENTATION FROM FRANK DARABI AND JOHN MCHUGH OF THE AUCILLA LANDFILL BOARD, AS AGENDAED BY FRANK DARABI.
- 15. THE BOARD TO HEAR SCOTT FREDERICK PRESENT THE ANNUAL REPORT OF THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA).
- 16. THE BOARD TO ADOPT AND PRESENT A RESOLUTION TO JIM BASSETT FOR HIS DEDICATED SERVICE TO THE CITIZENS OF TAYLOR COUNTY, AS REQUESTED BY THE TCDA.

### HOSPITAL ITEMS:

17. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO PURCHASE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

### COUNTY ATTORNEY ITEMS:

18. THE BOARD TO REVIEW AND CONSIDER A PROPOSED RESOLUTION IN OPPOSITION TO HYDRAULIC AND ACID FRACTURING AND IN SUPPORT OF A STATEWIDE BAN ON THESE DRILLING PROCESSES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

### GENERAL BUSINESS:

- 19. THE BOARD TO DISCUSS THE POSSIBLE ACQUISITION AND RENOVATION OF THE OLD "WESTERN AUTO" BUILDING TO PROVIDE ADDITIONAL COURTHOUSE OFFICE SPACE NEEDS AND TO TAKE ANY ACTION DEEMED NECESSARY, AS AGENDAED BY COMMISSIONER PAGE.
- 20. THE BOARD TO DISCUSS UNFINISHED BUSINESS FROM 2015 AND TO MAKE DECISIONS AS DEEMED NECESSARY, AS AGENDAED BY COMMISSIONER FEAGLE.
- 21. THE BOARD TO DISCUSS THE STATUS OF THE OLD HOSPITAL AND TAKE ANY ACTION DEEMED NECESSARY, AS AGENDAED BY COMMISSIONER DEVANE.

- 22. THE BOARD TO DISCUSS THE SHADY GROVE COMMUNITY CENTER AND TAKE ANY ACTION DEEMED NECESSARY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 23. THE BOARD TO REVIEW AND ADOPT ITS' FY 2014 RULES OF PRODECURE FOR FY 15, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 24. THE BOARD TO REVIEW AND APPROVE A PROPOSED EXTENSION FOR THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT FWC-14025, AMENDMENT #1, FOR THE ARTIFICIAL REEF CONSTRUCTION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

### COUNTY STAFF ITEMS:

- 25. THE BOARD TO REVIEW AND APPROVE PROPOSED SCOPE OF SERVICES AND FEE PROPOSAL FOR THE FEASIBILITY STUDY AND PRELIMINARY PLANS FOR THE STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT WITH AVCON, INC., AS AGENDAED BY THE GRANTS DIRECTOR.
- 26. THE BOARD TO REVIEW AND APPROVE A RESOLUTION TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED AND LETTER OF SELECTION TO DESIGNATE BIG BEND TRANSIT, INC., AS THE TAYLOR COUNTY COMMUNITY TRANSPORTATION COORDINATOR (CTC), AS AGENDAED BY THE GRANTS DIRECTOR.

### COUNTY ADMINISTRATOR ITEMS:

27. 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.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND ORDINANCE NO. 2015-1, TO CHANGE MEETINGS FROM EVERY QUARTER TO MONTHLY FOR THE TAYLOR COASTAL WATER & SEWER DISTRICT.

MEETING DATE REQUESTED:

DECEMBER 15, 2015

Statement of Issue: THIS ACTION WAS REQUESTED BY THE WATER BOARD.

Recommended Action: APPROVE/ADOPT THE ORDINANCE

Fiscal Impact:

N/A

**Budgeted Expense:** 

Submitted By:

COUNTY ATTORNEY

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

**Options:** 

Attachments:

# The Bishop Law Firm, P.A. Attorneys at Law

CONRAD C. BISHOP, JR. CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BISHOP 1966-2013 (850) 584-6113 FAX (850) 584-2433

November 18, 2015

Hon. Annie Mae Murphy Clerk of Court Post Office Box 620 Perry, Florida 32348

Mr. Dustin Hinkel County Administrator County Offices 201 East Green Street Perry, Florida 32347

Re: Ordinance on Taylor Coastal Water and Sewer District

Dear Annie Mae and Dustin:

Pursuant to the Board's instructions, please find:

- 1. A proposed Ordinance
- 2. A Notice to go in the paper

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORD	INA	NCE	NO.	

AN ORDINANCE WHICH AMENDS ORDINANCE NO. 2015-1 TO CHANGE THE MEETINGS FROM EVERY QUARTER TO MONTHLY FOR THE TAYLOR COASTAL WATER AND SEWER DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of the Taylor Coastal Water and Sewer District have requested that the Board of County Commissioners of Taylor County amend the above Ordinance to provide that the District Board of Commissioners hold their regular meeting on a monthly basis instead of a quarterly basis, and

WHEREAS, the Board of County Commissioners of Taylor County have been informed that the operation of the Taylor Coastal Water and Sewer District is being run effectively and that monthly meetings would be more sufficient.

THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AS FOLLOWS:

### Section 1.

That the above mentioned Ordinance is amended as follows:

1. The District Board of Commissioners shall hold a regular monthly meeting and special meetings as needed in an appropriate place within the District. A quorum shall consist of four (4) Commissioners at any meeting.

### Section 2. SEVERABILITY

If any section, sentence clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

### Section 3. EFFECTIVE DATE

This Ordinance shall take effect as provided by law and the Clerk is directed to send a certified copy to the Secretary of State of Florida as provided by law.

	O in regular session by the Board of County Commissioners  —— day of, 2015.
	BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA
	JODY DEVANE, Chairperson
ATTEST	
ANNIE MAE MURPHY, Clerk of Court	

### NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida
will hold a public hearing on the passage of the proposed Ordinance to amend Ordinance No.
2015-1 to change meetings from every quarter to monthly for the Taylor Coastal Water and Sewer
District, the public hearing shall be held at the Board of County Commissioner's Meeting Room,
Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board
meeting on, 2015, at The title of the proposed ordinance
is:

AN ORDINANCE WHICH AMENDS ORDINANCE NO. 2015-1 TO CHANGE THE MEETINGS FROM EVERY QUARTER TO MONTHLY FOR THE TAYLOR COASTAL WATER AND SEWER DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this \_\_\_ day of \_\_\_\_\_\_, 2015, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

### NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to amend Ordinance No. 2015-1 to change meetings from every quarter to monthly for the Taylor Coastal Water and Sewer District, the public hearing shall be held at the Board of County Commissioner's Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board Toesday, meeting on Descended IS., 2015, at 6:00 PM. The title of the proposed ordinance is:

AN ORDINANCE WHICH AMENDS ORDINANCE NO. 2015-1 TO CHANGE THE MEETINGS FROM EVERY QUARTER TO MONTHLY FOR THE TAYLOR COASTAL WATER AND SEWER DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clcrk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this Tay of November, 2015, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

Legal 1 issue Wad., 11/25/15 Bill T.C.B.C.C.

# (5)

### NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to amend Ordinance No. 83-3 to allow the sale of wine only from 7:00 a.m. on Sundays until 1:00 a.m. on Mondays, the public hearing shall be held at the Board of County Commissioner's Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on December 15, 2015, at 6:05 PM. The title of the proposed ordinance is:

AN ORDINANCE WHICH AMENDS ORDINANCE NO. 83-3 TO ALLOW THE SALE OF WINE ONLY FROM 7:00 A.M. ON SUNDAYS UNTIL 1:00 A.M. ON MONDAYS IN THE UNINCORPORATED AREAS OF TAYLOR COUNTY, FLORIDA, PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this day of November, 2015, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

Legal 1 issue Wed., 11/25/15 Birl T. C. B. C. C.

ORDINANCE NO.
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AN ORDINANCE WHICH AMENDS ORDINANCE NO. 83-3 TO ALLOW THE SALE OF WINE ONLY FROM 7:00 A.M. ON SUNDAYS UNTIL 1:00 A.M. ON MONDAYS IN THE UNINCORPORATED AREAS OF TAYLOR COUNTY, FLORIDA, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has had numerous reports from the public to allow the sale of wine on Sundays from 7:00 a.m. to 1:00 a.m. on Monday, and

WHEREAS, this amendment is only to amend Article I Section (b) of Ordinance No. 83-3, to allow wine to be sold, consumed and served or be permitted to be served in a place holding a license granted by the state division of alcoholic beverages and tobacco of the Department of Business and Professional Regulation between 7:00 a.m. on Sundays until 1:00 a.m. on Mondays.

## THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:

- 1. Article I Section (b) of Ordinance No. 83-3 of the Taylor County Ordinances is amended as follows:
  - a. That wine may be sold, consumed and served or permitted to be served or consumed in any place holding a license granted by the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation from Sunday at 7:00 a.m. to Monday at 1:00 a.m. in the unincorporated areas of Taylor County, Florida.
- 2. All other provisions, Articles and sections of Ordinance No. 83-3 shall remain in full force and effect.
- 3. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.
- 4. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTEI of Taylor County, Florida, on this	•	oard of County Commissioners , 2015.
	BOARD OF COUNTY	ΓΥ COMMISSIONERS , FLORIDA
	JODY DEVANE,	Chairperson
ATTEST		
ANNIE MAE MURPHY, Clerk of Court		

# (P)

### 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, 2016, 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, 2016.

Amount	Account	Account Name
Revenue:		
\$5,107	001-3345110	Emergency Management (EMPA) Grant
Expenditu	res:	
\$1,086	0226-54000	Travel & Per Diem
\$ 440	0226-55103	Equipment<\$1,000
\$ 143	0226-55202	Safety Products
\$ 856	0226-54100	Communications
\$ 500	0226-54610	R&M Bldgs & Grounds
\$ 0	0226-54620	R&M Equipment
\$ 59	0226-55250	Uniforms
\$ 0	0226-55401	Books/Publ/Memb/Training
\$2,023	0226-54300	Utilities
\$5,107	Total Expendit	ures

NOW THEREFORE BE IT RESOLVED by the Board of

**\**\_

SION

Annie Mae Murphy, Clerk-Auditor

Chairman

# limud: Tammy Taylor

From:

Steve Spradley <steve.spradley@taylorcountygov.com>

Sent:

Monday, November 09, 2015 9:02 AM

To: Cc:

Tammy Taylor Kristy Anderson

Subject:

RE: 0226 Budget Amendment Carry-Forward

Attachments:

15-16 Carpy Forward 1226 Q226.pdf

Sorry, forgot to include the attached

From: Steve Spradley

Sent: Monday, November 09, 2015 8:59 AM

To: 'Tammy Taylor' Cc: Kristy Anderson

Subject: 0226 Budget Amendment Carry-Forward

Good Morning,

Please carry-forward the following balances from 1226 to the 0226 cost-center at your earliest convenience. THE 2224 TO 0224 COST CENTER HAS A NEGLIGIBLE BALANCE. Please let me know if you need anything else.

\$14 from 1226-51200 to 0226-55202 Safety \$80 from 1226-52110 td 0226-55202 Safety

\$49 from 1226-52200 td 0226-55202 Safety

\$59 from 1226-52400 to 0226-55250 Uniforms \$1201 from 1226 53401 to 0226-54300 Utility

\$1086 from 1226-54000 to 0226 54000 same account

\$856 from 1226-54100 to 0226 54100 same account/

\$822 from 1226-54300 to 0226 54300 same account

\$500 from 1226-54610 to 0226 54610 same account

\$350 from 1226-54630 to 0226 55103 Equip<1000) + 4

+ 40 S85 from 1226-55230 to 0226 55103 Equip<1000 .

Thank you,

Steve

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]

2

2015 2016 Budgt

REQUEST IS 75% of \$105,806 = 19,355

\*\*\*REMAINING FUNDS IN 1226 AT 9/30/15 WILL BE REQUESTED TO BE CARRIED FORWARD TO 0226 (10/1/15 – 6/30/16)

State Marian Runs And was deliged to a second the second to th and the state of t The property of the property o

SUNGARD PENTAMATION, INC.

DATE: 12/02/2015 TIME: 10:02:41

#### TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

EXPSTA11

PAGE NUMBER:

SELECTION CRITERIA: expledgr.key\_orgn='1226' ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND

FUNCTION-520 PUBLIC SAFETY ACTIVITY-525 EMERG. DISASTER RELIEF

TOTL/DEPT-1226 EMPA BASE GRANT(7/1-9/30)

TOTA, DAE	1-1220 BREN BASE GEORGE (//1-3/30)	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE	PTD/
ACCOUNT	TITLE	BUDGET	BUDGET	VARIANCE	EXP	BALANCE	BUD
51200	REGULAR SALARIES & WAGES	. 00	11,202,00	11,202.00	11,187.40	14.60	99.87
52110	FICA/MEDICARE TAXES	.00	872.00	872.00	791.54	80.46	90.77
52200	RETIREMENT CONTRIBUTIONS	.00	513.00	513.00	463.74	49.26	90.40
52300	HEALTH INSURANCE	.00	4,439.00	4,439.00	4,438.68	.32	99.99
52320	LIFE INSURANCE	.00	12.00	12.00	11.70	.30	97.50
52400	WORKERS' COMPENSATION	. 00	600.00	600.00	540.01	59.99	90.00
53401	CONTRACTUAL SERVICES	.00	1,501.00	1,501.00	300.00	1,201.00	19.99
54000	TRAVEL & PER DIEM	.00	1,250.00	1,250.00	163.04	1,086.96	13.04
54100	COMMUNICATIONS	.00	862.00	862.00	5.98	856.02	.69
54300	UTILITY SERVICES	.00	4,000.00	4,000.00	3,177.24	822.76	79.43
54610	R&M BUILDINGS & GROUNDS	.00	500.00	500.00	.00	500.00	.00
54630	R&M OFFICE MACHINES/EQUI	.00	350.00	350.00	.00	350.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	.00	250.00	250.00	250.00	.00	100.00
55230	COMPUTER SOFTWARE	.00	100.00	100.00	14.97	65.03	<b>&gt;</b> 14.97
TOT	TAL EMPA BASE GRANT(7/1-9/3	, 00	26,451.00	26,451.00	21,344.30	5,106.70	90.69
							,

TOTAL GENERAL FUND

#### 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, 2016, 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, 2016.

Amount Account Name
Revenue:
\$16,208 001-3899010 Cash Brought Forward

Expenditures: Crime Prevention Program-\$16,208 0245-55103 Equipment < \$1,000

Annie Mae Murphy, Clerk-Auditor

Chairman

HERE

(Balance of legally designated funding, carried forward from 2015 FYE, in excess of 2016 budget)

### SHERIFF'S CRIME PREVENTION FUND

(Dept#0245)

**BEGINNING BALANCE 10/1/14** 

\$138,926.64

**FY 2014/15 RECEIPTS** 

\$14,021.76 3481302, 3485304 3482302

FY 2014/15 EXPENDITURES purchase of (4) 2016 Ford Exployers for Sheriff

-\$114,740.00 #0245

**ENDING BALANCE 9/30/2015** 

\$38,208.40 (\*)

Budgetia Balance -Caryforward LOKEY

1 22,000

extens EF \_ Survace 2016 Budget Bey +16 208

(\*) This amount is reserved on the balance sheet (acct# 001-2470027). These funds "carry-forward" each year.

Section 775.083 Florida Statutes - \$20 court cost fee received by the BCC - used for crime prevention programs in the County, including safe neighborhood programs.

Prepared By: Tammy Taylor, County Finance Director (11/23/15)

#### 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, 2016, 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, 2016.

Amount Revenue:
\$5,464 001-3899010 Cash Brought Forward

Expenditures: Sheriff Ed. Domestic Violence-

\$5,464 0185-55401 Books/Publ/Memb/Training

Annie Mae Murphy, Clerk-Auditor

Chairman

SIGN

(Balance of legally designated funding, carried forward from 2015 FYE, in excess of 2016 budget)

### **SHERIFF'S ED./DOMESTIC VIOLENCE FUND**

(Dept#0185)

**BEGINNING BALANCE 10/1/14** 

\$14,978.50

**FY RECEIPTS** 

\$1,986.00 3481402 3482402

**FY EXPENDITURES** 

\$0.00 #0185

**ENDING BALANCE 9/30/2015** 

\$16,964.50 (\*)

\$ 11,500

Lold FY -Ormed 1 Juneau

(\*) This amount is reserved on the balance sheet (acct# 001-2470026). These funds "carry-forward" each year for training.

Sudgeted CI 2016 PY

Section 938.08 Florida Statutes - \$150 fee received by the BCC - used to offset the cost of incarcarations and to provide additional training to law enforcement in combating domestic violence.

Prepared By: Tammy Taylor, County Finance Director (11/24/15)

#### 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, 2016, 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, 2016.

Amount Account Account Name

Revenue:
\$7,566 001-3899010 Cash Brought Forward

Expenditures: Sheriff Education Fund\$7,566 0181-55401 Books/Publ/Memb/Training

Annie Mae Murphy, Clerk-Auditor

Chairman

HERM

### SHERIFF'S EDUCATION FUND

(dept#0181)

**BEGINNING BALANCE 10/1/14** 

\$78,158.56

**FY 2014/15 RECEIPTS** 

\$4,078.42 3481301,3482301, 3485302

FY 2014/15 EXPENDITURES

<u>-\$2,671.00</u> #0181

**ENDING BALANCE 9/30/2015** 

\$79,565.98 (\*)

**410,000.00** (

anual Screen

# #7566

(\*) This amount should is reserved on the balance sheet (acct# 001-2470003). These funds "carry-forward" each year for training.

Prepared By: Tammy Taylor, County Finance Director (11/24/15)

### 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, 2016, 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, 2016.

Amount	Account	Account Name
Revenue:		
\$50,000	001-3347019	FRDAP GRANT-Steinhatchee Community Center Park
\$ 5,000	001-3661013	Donation/Grant Match (Steinhatchee Projects Board)
\$55,000	Total Revenue	
		Steinhatchee Community Center Park
\$55,000	0496-56300	Capital/Infrastructure
\$55,000	Total Expendit	ures

HERE

Annie Mae Murphy, Clerk-Auditor

Chairman

### **Taylor County Administrative Complex** 201 East Green Street, Perry, Florida 32347

**Melody Cox** Administrative Services

850-838-3553 850-838-3563 Fax

### Melody.cox@taylorcountygov.com

DATE: November 17, 2015

TO: Tammy

FROM: Melody

RE: Budget Request for new FRDAP Grant (A16001)

Steinhatchee Community Center

Tammy,

Please prepare a new budget in the amount of \$55,000 for the above referenced grant. The grant is for \$50,000 and I have attached a donation check in the amount of \$5,000 from the Steinhatchee Projects Board. I have attached a Detailed Budget request as well as a copy of the grant agreement. There is no match due from the County.

Let me know if you have any questions! Thanks!

Melicy

Danny Kinnell weid need access to this budget too!

The

### DETAIL BUDGET REQUEST 2015-2016 FISCAL YEAR

**DEPARTMENT:** #

FRDAP Grant - Steinhatchee Community Center

**Improvements** 

November 17, 2015

Expenditure

Account # Account Description

**Amount** 

1

56300 Capital/Infrastructure

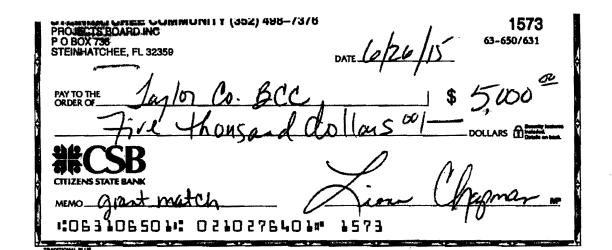
\$55,000

Playground improvements including installation of a shade covering and swings, installation of outdoor adult fitness equipment, parking improvements, installation of a security light, construction of picnic pavilion, restroom improvements, habitat signage, construction of floating dock for a canoe/kayak launching area adjacent to pier, and signage to mark a one mile walking trail.

Total Budget Request \$55,000

FRDAP Grant \$50,000 Steinhatchee Projects Board Match \$5,000 TOTAL BUDGET \$55,000

Melady (no 11.17-2015



RECEIVED

Nov 1 8 2015

ANNIE MAE MURPHY CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA Please give to County when grant agree men is executed.

SUNGARD PENTAMATION, INC.

DATE: 12/02/2015 TIME: 16:43:41

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE) STATUS REPORT

PAGE NUMBER: EXPSTA11

PAGE NUMBER:

REVSTA11

SELECTION CRITERIA: expledgr.key\_orgn='0496'

ACCOUNTING PERIOD: 3/16

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND FUNCTION-570 CULTURE/RECREATION ACTIVITY-572 PARKS & RECREATION

TOTL/DEPT-0496 FRDAP-STEIN.COMM.CTR.PARK

ACCOUNT	TITLE -		BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE	BALANCE	BUD
55900	DEPRECIATION EXPE	NSE	.00	.00	.00	.00	.00	.00
56300	CAPITAL/INFRASTRU	CTURE +55	.00	.00	.00	.00	.00	.00
TOT	AL FRDAP-STEIN.COMM	.CTR.PA	.00	.00	.00	.00	.00	.00
TOT	CAL GENERAL FUND	Juna 15	15 .00	.00	.00	.00	.00	.00

SUNGARD PENTAMATION, INC.

DATE: 12/02/2015

TIME: 16:24:57

TAYLOR COUNTY BOARD OF COMMISSIONERS REVENUE STATUS REPORT

SELECTION CRITERIA: revledgr account in ('3347019', '3661013')

ACCOUNTING PERIOD: 3/16

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND

FUNCTION-001 FUND GROUP - 001

ACTIVITY- TITLE NOT FOUND TOTL/DEPT- TITLE NOT FOUND

TOTL/DEPT- TITLE NOT FOUND						
ACCOUNT TITLE 4-15-13	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3347019 FRDAP-STEIN.COMM.CTR.PAR 3661013 GRNT MATCH-STEIN.COMM.CT 5,00		.00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00
TOTAL GENERAL FUND *55,00	o atu	edent	.00	.00	.00	.00
TOTAL REPORT	.00	.00	.00	.00	.00	.00

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### 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 AIRPORT FUND for the fiscal period ending September 30, 2016, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2016.

Amount Account Account Name

Revenue:
\$61,200 003-3314114 FAA Grant- Airport
Master & Layout Plan

Expenditures:

\$61,200 0544 -53401 Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of Grant @ FYE 2015, in excess of 2016 FY Budget)



# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0544 FAA Master/Layout Plan AMENDMENT REQUEST DATE: December 1, 2015

Expenditure

Account # Account Description Budgeted 10/01/15 Amended Amount Amendment

53401

**Contractual Services** 

\$80,000

\$141,200

\$61,200

1

**BUDGET AMENDMENT REQUEST \$61,200** 

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$141,200** 

Mulay Go 12-1-0015

#### 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 AIRPORT FUND for the fiscal period ending September 30, 2016, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2016.

Amount Account Name
Revenue:
\$11,313 003-3344123 FDOT Grant- Airport
Master & Layout Plan

Expenditures:

\$11,313 0543 -53401 Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of Grant @ FYE 2015, not included in the 2016 FY Budget)

SIGN SIGN

# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0543 FDOT Master/Layout Plan AMENDMENT REQUEST DATE: December 1, 2015

Expenditure

Account # Account Description Budgeted 10/01/15 Amended Amount Amendment

53401 Contractual Services

\$0

\$11,313

\$11,313

l

**BUDGET AMENDMENT REQUEST \$11,313** 

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$11,313** 

Muldy Cop 12-1-2015 SUNGARD PENTAMATION, INC.

DATE: 12/01/2015 TIME: 11:30:59

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER:

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SELECTION CRITERIA: expledgr.key orgn='0543'

ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND FUNCTION-540 TRANSPORTATION ACTIVITY-542 AIRPORTS

TOTL/DEPT-0543 FDOT-MASTER/LAYOUT PLAN

ACCOUNTTITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401 CONTRACTUAL SERVICES	24,345.00	.00	.00	13,031.62	11,313.38	53.53
TOTAL FDOT-MASTER/LAYOUT PLAN	24,345.00	.00	.00	13,031.62	11,313.38	53.53
TOTAL AIRPORT FUND	24,345.00	.00	.00	13,031.62	11,313.38	53.53
						١
TOTAL REPORT	24,345.00	.00	.00	13,031.62	11,313.38	53.53

Det me budget for FY 2015-2014.
Wood astrapolis are feels would be expended.

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 AIRPORT FUND for the fiscal period ending September 30, 2016, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2016.

Amount Account Name
Revenue:
\$1,150 003-3344122 FDOT Grant- Airport
Design Aircraft Storage Hangar
Expenditures:
\$1,150 0542 -53401 Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of Grant @ 2015 FYE, in Excess of 2016 FY Budget)

HERE

### BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0542 FDOT Design/Storage Hangar AMENDMENT REQUEST DATE: December 1, 2015

**Expenditure** 

Account # Account Description Budgeted 10/01/15 Amended Amount Amendment

53401

**Contractual Services** 

\$18,000

\$19,150

\$1,150

**BUDGET AMENDMENT REQUEST \$1,150** 

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$453,684** 

Nelody Co

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SUNGARD PENTAMATION, INC.

DATE: 11/30/2015 TIME: 12:22:34

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER:

EXPSTA11

SELECTION CRITERIA: expledgr.key\_orgn='0542'

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND FUNCTION-540 TRANSPORTATION ACTIVITY-542 AIRPORTS

STUDI / DEET - 0542 PROT-DESIGN STORAGE HANGE

		PERIOD	ENCUMBRANCES	YEAR TO DATE
ACCOUNT TITLE	- BUDGET	BXPENDITURES	OUTSTANDING	EXP
53401 CONTRACTUAL SERVICES	18,000.00	.00	8,240.00	.00/
56300 CAPITAL/INFRASTRUCTURE	434,534.00	.00	418,050.00	. 0,9
TOTAL FDOT-DESIGN STORAGE HAN	452,534.00	.00	426,290.00	<b>√</b> 60
TOTAL AIRPORT FUND	452,534.00	.00 , 0	426,290.00	St. grate.00
	,	c. adusta	11 74 74 TO	ial go
	/:	30,000 Sugnat	gue a	UF.
TOTAL REPORT	A Mariana	534 1000	426,290.00	.00

(10-1-2013) 1422,534 2007 426,290.00

Carry Forward Balan "403, 684

Oddturnal Direct Finels 30,000 Budget amound

Buchanis

- 452,534 - 452,534 - 41,156 Amendment amount

AVAILABLE YTD/ BALANCE BUD 9,760.00 45.78 16,484.00 96.21 25,244.00 94.20 26,244.00 94.20

94.20

26,244.00

SUNGARD PENTAMATION, INC.

DATE: 11/30/2015 TIME: 12:34:40

#### TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTA11

SELECTION CRITERIA: expledgr.key\_orgn='0542'

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

FUND-003 AIRPORT FUND

FUNCTION-540 TRANSPORTATION

ACTIVITY-542 AIRPORTS

ACCOUNT		BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	34.455.00	.00	.00	15.305.00	19,150.00	44.42
56300	CAPITAL/INFRASTRUCTURE	404,534.00	.00	.00	.00	404,534.00	.00
	AL FDOT-DESIGN STORAGE HAN	438,989.00	.00	.00	15,305.00	423,684.00	3.49
TOT	AL AIRPORT FUND	438,989.00	.00	.00	15,305.00	423,684.00	3.49
TOTAL REP	ORT	£-400-200-109		.00	15,305.00		3.49

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 MSTU FUND for the fiscal period ending September 30, 2016, 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 MSTU FUND budget for the fiscal year ending September 30, 2016.

Amount Account Name

Revenue:
\$7,500 107-3422001 GP-Bucket Brigade Grant (Fire)

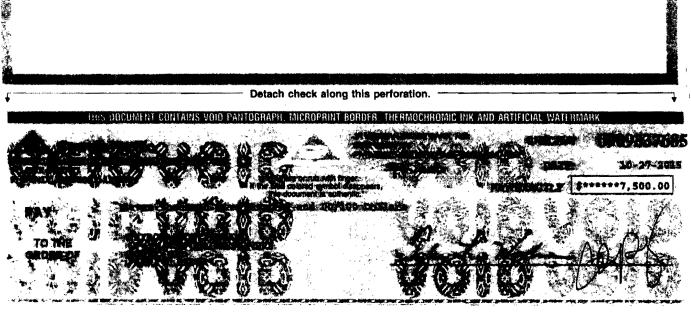
Expenditures:
\$7,500 0199-55102 General Operating Supplies

Annie Mae Murphy, Clerk-Auditor

Chairman

SIGN

1....1



#0909337685#



Georgia-Pacific LLC

133 Peachtree Street NE Atlanta, Georgia 30303 (404) 652-6322 www.gp.com

Sheila Weidman Senior Vice President Communications, Government and Public Affairs

October 5, 2015

Dear Taylor County Board of Commissioners Fire Rescue,

Congratulations! Your firefighting unit has been chosen to receive a grant of \$7,500 from the Georgia-Pacific Bucket Brigade program.

We received many worthy requests for support from firefighting units serving Georgia-Pacific communities throughout the country. Given this very strong competition you should feel particularly proud of your accomplishment, as we at Georgia-Pacific are proud of the opportunity to support your firefighting unit and others like it.

In addition to your award, Georgia-Pacific will pay annual membership dues for the National Volunteer Fire Council for all volunteer units that submitted applications. Volunteer units will receive a packet of information outlining the benefits of membership shortly. Units that are already members will have next year's dues paid for them by GP.

We have also included samples of educational material, available at no charge from Georgia-Pacific. Please contact <u>GPBucketBrigade@gapac.com</u> if these materials would be helpful in your efforts and they will coordinate a shipment of these materials to you at no charge.

Again, congratulations on your grant and thanks for all you and your fellow firefighters do to keep our communities safe. If you have any questions, please do not hesitate to call your local Georgia-Pacific contact or this office.

Sincerely,

Shila Wilmon

## DESCRIPTION OF NEED (No more than 300 words - attach sheets as needed)

ÆRIALS ARE BEING REQUESTED?

. aylor County Fire Rescue is requesting funding assistance to purchase fire hose to replace current inventory that has failed and/or exceeded it's service life. The request includes twelve 100' sections of 5" supply hose, five 50' sections of 3" supply hose, and associated freight charges.

HOW WILL THE GRANT PROVIDE FOR BASIC NECESSITIES OF FIREFIGHTING THAT WILL MATERIALLY IMPROVE THE EFFECTIVENESS OF THE UNIT AND/OR THE SAFETY OF THE FIREFIGHTERS, COMMUNITY, ETC.?

The Bucket Brigade Grant will enable Taylor County Fire Rescue (TCFR) to ensure that water supply and delivery meets all standards. This will provide for the safety of every fire fighter that makes entry into a burning building without question. This will extend to the safety and welfare of the citizens they protect. The new equipment will also allow our department to upgrade it's supply capabilities to move a higher volume of water that is needed in both larger commercial fires and when transported over a long distance often seen in rural areas. TCFR has a coverage area of 1,043 square miles and more than 80% of the county's population live in rural areas, often on unpaved roads The supply hose currently in service is mostly limited to 2.5" in diameter.

WHAT IS THE ESTIMATED COST? (Itemize if appropriate)

TCFR is requesting \$7,500 to purchase fire hose. Estimates obtained from three vendors.

## COMMUNITY INVOLVEMENT (No more than 100 words - attach sheets as needed)

IN WHAT WAYS HAS THE UNIT SERVED THE COMMUNITY? (Working with schools and/or local organizations, etc.)

TCFR visits local schools several time a year giving presentations on fire prevention and safety, and encouraging students and their households to develop an evacuation plan for their homes in the event of a fire or other applicable emergency. Booklets, coloring books, stickers, and pencils have been distributed to children. TCFR gives presentations at children's organizations and clubs such as 4-H, Boys and Girls Club, and summer programs. Fire Rescue extending it's safety message to all ages by participating in fire and safety programs to community organization upon request. TCFR has a display at the annual Forest Festival which has an attendance of over 35,000 over a two day period.

HOW LONG HAS THE UNIT BEEN IN OPERATION?

ABOUT HOW MANY PEOPLE/HOUSEHOLDS DOES IT SERVE?

30+ year under county government

Taylor County Population 22,857

WHAT PERCENTAGE OF YOUR CALL VOLUME IS FIRE RELATED, AND WHAT PERCENTAGE IS EMS RELATED?

16% of TCFR call volume is medical response. The remaining is fire fighting and fire related response.

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 CDBG GRANT FUND for the fiscal period ending September 30, 2016, 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 CDBG GRANT FUND budget for the fiscal year ending September 30, 2016.

Amou	<u>nt</u>	Account	Account Name
Rever		112-3316201	CDBG Grant - Housing
Expe	nditur	es:	
\$	0	1200-53401	Contractual Services
\$	0	1200-54902	Legal Advertising
\$	0	1200-54977	Recording
\$10,	969	1200-58321	Rehabilitation
\$	0	1200-58346	Temporary Relocation
\$	0	1200-58348	Demolition & Reconstruction

NOW THEREFORE BE IT RESOLVED by the Board of

Annie Mae Murphy, Clerk-Auditor

Chairman

(Grant Balance 2015 FYE, in excess of 2016 Budget)



SUNGARD PENTAMATION, INC.

DATE: 11/17/2015 TIME: 18:34:43

#### TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER: 156

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EXPSTA11

SELECTION CRITERIA: ALL ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-112 CDBG GRANT FUND FUNCTION-560 HUMAN SERVICES TOTL/TY-569 OTHER HUMAN SERVICES TOTL/DEPT-1200 CDBG GRANT (HOUSING)

			PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/
ACCOUNT	TITLE	BUDGET	EXPENDITURES	OUTSTANDING	EXP	BALANCE	BUD
53401	CONTRACTUAL SERVICES	110,900.00	.00	.00	24,665.00	86,335.00	22.24
54902	LEGAL ADVERTISING	2,500.00	.00	.00	1,241.08	1,258.92	49.64
54977	RECORDING FEES	3,000.00	.00	, 00	.00	3,000.00	.00
58321	REHABILITATION	180,000.00	.00	. 00	.00	180,000.00	.00
58346	TEMPORARY RELOCATION	3,600.00	.00	.00	.00	3,600.00	.00
58348	DEMOLITION/CONSTRUCTION	450,000.00	.00	.00	.00	450,000.00	.00
TOT	'AL CDBG GRANT (HOUSING)	750,000.00	.00	.00	25,906.08	724,093.92	3.45
TOT	AL CDBG GRANT FUND	750,000.00	. 00	.00	25,906.08	724,093.92	3.45

9-30-15 John Budgeted 713,125

eices 10,968.92

To arnered Jucreas

15 July 15

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 SCRAP ROAD PROJECT (North Ellison Road) FUND for the fiscal period ending September 30, 2016, 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 SCRAP ROAD PROJECT FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$1,292	171-3344906	SCRAP Grant - Revenue
\$1,292	0333-53401	SCRAP Project/N. Ellison Road Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of Grant 2015 FYE in Excess of 2016 Budget)



SUNGARD PENTAMATION, INC. DATE: 11/18/2015

TAYLOR COUNTY BOARD OF COMMISSIONERS GASE EXPENDITURE STATUS REPORT

TIME: 10:21:48

SELECTION CRITERIA: orgn.fund in ('169','170','171','172')

ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-171 SCRAP PROJ/ N. ELLISON RD

FUNCTION-540 TRANSPORTATION ACTIVITY-541 ROAD & STREET FACILITIES

TOTL/DEPT-0333 SCRAP/ N. ELLISON RD

		2014/15
AMENDED	BUDGET	ACTUAL Y-T-D

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	47,250.00	47,250.00	.00	.00	47,250.00	.00
53401	CONTRACTUAL SERVICES	184,718.00	186,010.00	1,292.00	.00	186,010.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
56500	CONSTRUCTION IN PROGRESS	.00	.00	.00	.00	.00	.00
TOT	AL SCRAP/ N. ELLISON RD	231,968.00	233,260.00	1,292.00	.00	233,260.00	.00
тот	AL SCRAP PROJ/ N. ELLISON	231,968.00	233,260.00	1,292.00	.00	233,260.00	.00

PAGE NUMBER:

EXPSTA11

Ken 2016 31,968

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 SCRAP ROAD PROJECT (Osteen Road) FUND for the fiscal period ending September 30, 2016, 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 SCRAP ROAD PROJECT FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$2,480	169-3344906	SCRAP Grant - Revenue
\$2,480	0329-53401	SCRAP Project/Osteen Road Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance SCRAP Paving Grant 2015 FYE in Excess of 2016 Budget)



SUNGARD PENTAMATION, INC.

TAYLOR COUNTY BOARD OF COMMISSIONERS DATE: 11/18/2015 TIME: 10:21:48 GASE EXPENDITURE STATUS REPORT

735,617.00

SELECTION CRITERIA: orgn.fund in ('169','170','171','172')

ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-169 SCRAP PROJ/OSTEEN ROAD FUNCTION-540 TRANSPORTATION

ACTIVITY-541 ROAD & STREET FACILITIES TOTL/DEPT-0329 SCRAP/OSTEEN ROAD

TOTAL SCRAP PROJ/OSTEEN ROAD

ORIGINAL AMENDED BUDGET ACTUAL Y-T-D AVAILABLE YTD/ ACCOUNT - - - - TITLE - - - -BUDGET BUDGET VARIANCE BALANCE BUD 53101 PROFESSIONAL SERVICES 94,500.00 94,500.00 .00 .00 94,500.00 53401 CONTRACTUAL SERVICES 641,117,00 643,597.00 643,597.00 2,480.00 .00 54902 LEGAL ADVERTISING .00 .00 .00 .00 . 00 55900 DEPRECIATION EXPENSE .00 .00 .00 .00 .00 CONSTRUCTION IN PROGRESS 56500 .00 .00 .00 .00 .00 TOTAL SCRAP/OSTEEN ROAD 2,480.00 .00 738,097.00 735,617.00 738,097.00

738,097.00

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738,097.00

PAGE NUMBER:

EXPSTA11

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 SCOP ROAD PAVING PROJECT (East Ellison Road) FUND for the fiscal period ending September 30, 2016, 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 SCOP ROAD PROJECT FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$5,251	172-3344905	SCOP Grant
		SCOP Project/East Ellison Rd-
\$5,251	0334-53401	Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

(Grant Balance 2015 FYE in Excess of 2016 Budget)

SIGN SIGN SUNGARD PENTAMATION, INC. DATE: 11/18/2015

TIME: 10:21:48

TAYLOR COUNTY BOARD OF COMMISSIONERS GASE EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.fund in ('169','170','171','172') ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-172 SCOP/EAST ELLISON ROAD FUNCTION-540 TRANSPORTATION

ACTIVITY-541 ROAD & STREET FACILITIES TOTL/DEPT-0334 SCOP/EAST ELLISON ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	38.430.00	38,430.00	.00	.00	38,430.00	.00
53401	CONTRACTUAL SERVICES	211,175.00	216,426.00	5,251.00	.00	216,426.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
56500	CONSTRUCTION IN PROGRESS	.00	.00	.00	.00	.00	.00
TOT	AL SCOP/EAST ELLISON ROAD	249,605.00	254,856.00	5,251.00	.00	254,856.00	.00
TOT	AL SCOP/EAST ELLISON ROAD	249,605.00	254,856.00	5,251.00	.00	254,856.00	.00

204/15

PAGE NUMBER:

EXPSTA11

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 SMALL COUNTY COURTHOUSE SECURITY GRANT FUND for the fiscal period ending September 30, 2016, 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 SMALL COUNTY COURTHOUSE SECURITY GRANT FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$6,350	628-3899010	Cash Brought Forward
\$6,350	6007-54610	R&M Buildings & Grounds

Annie Mae Murphy, Clerk-Auditor

Chairman

SIGN

SUNGARD PENTAMATION, INC.

DATE: 11/17/2015 TIME: 11:57:46

#### TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER:

EXPSTA11

SELECTION CRITERIA: orgn.fund='628'

ACCOUNTING PERIOD: 2/16

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-628 SM.CNTY.C/HOUSE SECURITY FUNCTION-710 CNTY COURT-GEN.OPERATIONS ACTIVITY-712 COURTHOUSE FACILITIES TOTL/DEPT-6007 COURTHOUSE SECURITY GRANT

4	1016
- august	18th \$ 6.350
7 10 0	\$ Q.

		· '	PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/
ACCOUNT	' TITLE	BUDGET	EXPENDITURES	OUTSTANDING	EXP	BALANCE	BUD
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	.00	.00	.00	.00	.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.00	.00
T	OTAL COURTHOUSE SECURITY GRA	.00	.00	.00	.00	.00	.00
T	OTAL SM.CNTY.C/HOUSE SECURIT	.00	.00	.00	.00	.00	.00
TOTAL R	EPORT	.00	.00	.00	.00	.00	.00

SUNGARD PENTAMATION, INC. DATE: 11/03/2015 TIME: 10:26:13

TAYLOR COUNTY BOARD OF COMMISSIONERS PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: STATMN11

SELECTION CRITERIA: genledgr.fund='628' ACCOUNTING PERIOD: 13/15

FUND - 628 - SM.CNTY.C/HOUSE SECURITY

ACCOUNT TITLE	DEBITS	CREDITS	
1011010 CASH OPERATING/CHECKING 1511061 GF MONEY MARKET INVEST	6,349.81 .15		
TOTAL CASH IN BANK	6,349.96	.00	- Maule a
TOTAL ASSETS	6,349.96	.00	-7 Balancia
2410001 EXPENDITURE BUDGET CNTRL		9,800.00	1 9/30/D PA
2410002 REVENUE BUDGET CONTROL 2420001 EXPENDITURE CONTROL	9,800.00		
2440000 REVENUE CONTROL	3,484.00	16.69	X/2+ DOLD (HTA)
TOTAL CONTROLS	13,284.00	9,816.69	Not work force
			201011
•			NOI TY

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 AFFORDABLE HOUSING FUND (2008-2009 GRANT) for the fiscal period ending September 30, 2016, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the AFFORDABLE HOUSING FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$960	140-3899010	Cash Brought Forward
\$960	0406-53401	Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

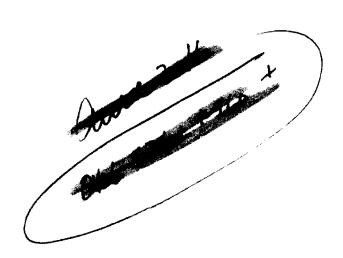
.

(Fund Balance @ FYE 2015, in excess of 2016 FY budget)

# AFFORDABLE HOUSING FUND - GRANT ANALYSIS OF FUNDS @ FISCAL YEAR END

2008/2009	SHIP GRANT	(FD140)		
BEGINNING BA	LANCE 10/1/14	\$	75,874.81	
REVENUE Interest SBA Fd B Dist	\$ 122.71 . \$ 1,249.86	\$	1,372.57	
EXPENDITURE	s boyole	\$	(23,113.56)	a. 1. Low 911/6 EV
ENDING BALA	NCE 9/30/15	_\$_	54,133.82	Budgeted 2016 FY  1 53,113
	amud 2014		Digital 18	

Prepared by: Tammy Taylor, Finance Director (11/23/15)



# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0406 SHIP Grant 2008/2009 AMENDMENT REQUEST DATE: December 1, 2015

**Expenditure** 

Account # Account Description Budgeted 10/01/13 Amended Amount Amendment

53401

Contractual Services

\$32,452

\$33, 412

\$960

ı

ALL OTHER ACCOUNTS TO REMAIN AS IS

**BUDGET AMENDMENT REQUEST \$960** 

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$54,133** 

Thelesty Co

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 AFFORDABLE HOUSING FUND (2011-2012 GRANT) for the fiscal period ending September 30, 2016, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the AFFORDABLE HOUSING FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$22,687	141-3899010	Cash Brought Forward
\$ 687 \$22,000 \$22,687	0407-54977 0407-58321 Total Expendi	Recording Fees Rehabilitation tures

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 15th day
of December, 2015 at Perry, Taylor County, Florida, to amend
the budget for the fiscal period ending September 30, 2016
with a motion by Commissioner\_\_\_\_\_\_\_,

seconded by Commissioner \_\_\_\_\_\_, and carried unanimously.

SIGN

Annie Mae Murphy, Clerk-Auditor

Chairman

(Fund Balance @ FYE 2015, in excess of 2016 FY budget)

# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

1

DEPARTMENT: Dept. 0407 SHIP Grant 2011/2012 AMENDMENT REQUEST DATE: December 1, 2015

Expend	liture
--------	--------

Account #	Account Description	Budgeted 10/01/15	Amended Amount	Amendment
58321	Rehabilitation	\$16,500	\$38,500	\$22,000
54977	Recording Fees	\$800	\$1,487	\$687

ALL OTHER ACCOUNTS TO REMAIN AS IS

**BUDGET AMENDMENT REQUEST \$22,687** 

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$50,571** 

Parkety Co

## AFFORDABLE HOUSING FUND - GRANT ANALYSIS OF FUNDS @ FISCAL YEAR END

## 2011/2012 SHIP GRANT (FD141)

BEGINNING BALANCE 10/1/14

**REVENUE** \$ 27,013.15

Grant

Ψ 27,010.1

\$

Interest

١

55.73

Recapture

26,957.42

EXPENDITURES PURTENDE

\$ (8,117.03)

31,675.51

**ENDING BALANCE 9/30/15** 

\$ 50,571.63

n•nn ±

anua 2014

Prepared by: Tammy Taylor, Finance Director (11/23/15)

2016 FY

M

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 AFFORDABLE HOUSING FUND (2012-2013 GRANT) for the fiscal period ending September 30, 2016, 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 AFFORDABLE HOUSING FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name		
\$ 135	149-3899010	Cash Brought	Forward	
\$ 135	0416- 53401	Contractual	Services	

Annie Mae Murphy, Clerk-Auditor

Chairman

(Fund Balance @ FYE 2015, in excess of 2016 FY Budget



# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0416 SHIP Grant 2012/2013 AMENDMENT REQUEST DATE: December 1, 2015

Expenditure

Account # Account Description Budgeted 10/01/15 Amended Amount Amendment

53401

Contractual Services

\$7,484

\$7,619

\$135

1

ALL OTHER ACCOUNTS TO REMAIN AS IS

**BUDGET AMENDMENT REQUEST \$135** 

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$33,219** 

melity (no

## AFFORDABLE HOUSING FUND - GRANT ANALYSIS OF FUNDS @ FISCAL YEAR END

#### 2012/2013 SHIP GRANT (FD149)

BEGINNING BALANCE 10/1/14			\$	33,484.27
REVENUE Grant Interest Recapture	\$ \$ \$	- 60.38 -	\$	60.38

**EXPENDITURES** 

**ENDING BALANCE 9/30/15** 

(325.30)33,219.35

Budgeted 2016FY # 33,084

Prepared by: Tammy Taylor, Finance Director (11/23/15)

and 2016 0416-53401 \$136

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 AFFORDABLE HOUSING FUND (2013-2014 GRANT) for the fiscal period ending September 30, 2016, to be LESS than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the AFFORDABLE HOUSING FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$(2,469)	142-3899010	Cash Brought Forward
\$(2,469)	0408-53401	Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

HERE

(Fund Balance @ FYE 2015, less than the 2016 FY budget)

## BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0408 SHIP Grant 2013/2014 AMENDMENT REQUEST DATE: December 1, 2015

Expendit	ture
----------	------

Account # Account Description Budgeted 10/01/15 Amended Amount Amendment

53401

**Contractual Services** 

\$6,818

\$4,349

<-\$2,469>

1

ALL OTHER ACCOUNTS TO REMAIN AS IS

**BUDGET AMENDMENT REQUEST <-\$2,469>** 

Melady Co

**TOTAL BUDGET AMOUNT FOR FY 2015-2016 = \$15,149** 

## AFFORDABLE HOUSING FUND - GRANT ANALYSIS OF FUNDS @ FISCAL YEAR END

## 2013/2014 SHIP GRANT (FD142)

BEGINNING BALANCE 10/1/14 \$ 117,850.24

REVENUE \$ 130.61

Grant \$ Interest \$ 130.61

Recapture \$ -

EXPENDITURES \$ (102,831.70)

ENDING BALANCE 9/30/15 \$ 15,149.15

Prepared by: Tammy Taylor, Finance Director (11/23/15).

2016 Aundret (2469)
0408-53401 (2469)

0.00 E

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 AFFORDABLE HOUSING FUND (2014-2015 GRANT) for the fiscal period ending September 30, 2016, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the AFFORDABLE HOUSING FUND budget for the fiscal year ending September 30, 2016.

Amount	Account	Account Name
\$3,280	144-3899010	Cash Brought Forward
\$ 280 \$3,000 \$3,280	0410-54977 0410-58321 Total Expend	Recording Fees Rehabilitation itures

NOW THEREFORE BE IT RESOLVED by the Board of

Annie Mae Murphy, Clerk-Auditor

Chairman

HERE

# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

1

DEPARTMENT: Dept. 0410 SHIP Grant 2014/2015 AMENDMENT REQUEST DATE: December 1, 2015

Exp	end	itn	re
	vuu		

Account #	Account Description	Budgeted 10/01/15	Amended Amount	Amendment	
54977	Recording Fees	\$500	\$780	\$280	
58321	Rehabilitation	\$25,000	\$28,000	\$3,000	

ALL OTHER ACCOUNTS TO REMAIN AS IS

**BUDGET AMENDMENT REQUEST \$3,280** 

**TOTAL ACCOUNT BUDGET FY 2015-2016 = \$114,624** 

Telety Co

## AFFORDABLE HOUSING FUND - GRANT ANALYSIS OF FUNDS @ FISCAL YEAR END

## 2014/2015 SHIP GRANT (FD144)

**BEGINNING BALANCE 10/1/14** 

\$ 350,026.72

**REVENUE** 

Interest

\$ 406.38 406.38

**DEFERRED REVENUE** 

2015 Grant

Recapture \$

\$

**EXPENDITURES** 

(235,808.65)

**ENDING BALANCE 9/30/15** 

114,624.45

Prepared by: Tammy Taylor, Finance Director (11/23/15)

0.0

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 a SHORTFALL of 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.

Amount Account Name Revenue:

\$2,019 001-3899010 Expenditures:

Cash Brought Forward Keaton Beach Coastal Park-

\$2,019 0438-53101

Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of Grant @ 2015 FYE, in excess of 2016 FY Budget)



# BUDGET AMENDMENT REQUEST 2015-2016 FISCAL YEAR

DEPARTMENT: Dept. 0438 Keaton Beach Coastal Park AMENDMENT REQUEST DATE: November 30, 2015

A	count Description	Th	A 104 14 F	A	A	A
Account # Ac	MAINT HEEFTHIAN	KNAMATAA I		A monded	AMARINT	A manamant
ACCUUIL # A	COULL DESCRIPTION	Duurcicu	U/UI/IJ	Amenaea.	/AMVUNL	AMCHUMCII

53101

Professional Services

\$1,875

\$3,894

\$2,019

**BUDGET AMENDMENT REQUEST \$2,019** 

ALL OTHER ACCOUNTS TO REMAIN AS IS

TOTAL BUDGET FY 2015-2016 \$44,052

Melady los

SUNGARD PENTAMATION, INC. DATE: 11/30/2015

TIME: 12:33:50

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key\_orgn='0438'

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND FUNCTION-570 CULTURE/RECREATION CTIVITY-572 PARKS & RECREATION

	the second of th		PERIOD	ENCUMBRANCES	YEAR TO DATE
ACC	COUNT TITLE	BUDGET	EXPENDITURES	OUTSTANDING	EXP
531	01 PROFESSIONAL SERVICES	2,000.00	.00	.00	125.00
546	15 LANDSCAPE/MAINTENANCE	2,992.00	.00	.00	.00
552	20 TOOLS & IMPLEMENTS	250.00	.00	.00	189.99
563	000 CAPITAL/INFRASTRUCTURE	41,168.00	.00	.00	12,042.47
	TOTAL KEATON BCH COASTAL PARK	46,410.00	.00	.00	12,357.46
	TOTAL GENERAL FUND	46,410.00	.00	.00	12,357.46
TOT	TAL REPORT	46,410.00	.00	.00	12,357.46

YTD/

BUD

6.25

29.25

26.63

26.63

.00 76.00

PAGE NUMBER:

EXPSTA11

AVAILABLE

BALANCE

1,875.00

2,992.00

34,052.54

34,052.54

60.01 29,125.53

The state of the s

SUNGARD PENTAMATION, INC.

DATE: 11/30/2015 TIME: 12:21:41

#### TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTA11

SELECTION CRITERIA: expledgr.key\_orgn='0438' 

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND FUNCTION-570 CULTURE/RECREATION ACTIVITY-572 PARKS & RECREATION

ACCOUNT TITLE 53101 PROFESSIONAL SERVICES 54615 LANDSCAPE/MAINTENANCE 54902 LEGAL ADVERTISING 56300 CAPITAL/INFRASTRUCTURE TOTAL KEATON BCH COASTAL PARK	BUDGET 1,875.00 2,792.00 200.00 37,166.00 42,033.00	PERIOD EXPENDITURES .00 .00 .00	ENCUMBRANCES OUTSTANDING .00 .00 .00 3,720.00 3,720.00	YEAR TO DATE EXP .00 .00 .00 .00	AVAILABLE BALANCE 1.875.00 2,792.00 200.00 33,446.00 38,313.00	YTD/ BUD .00 .00 .00 10.01 8.85
TOTAL GENERAL FUND	42,033.00	.00	3,720.00	.00	38,313.00	8.85 6.85

Detal Carry frame budge F4 2014-2015 34,65254

Then bando 6.10,000 - 10,000

Carry France - new 44,050 2,019 & to added to

#### 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 a (shortfall) of monies for a particular purpose which caused the SCRAP ROAD PROJECT (East Ellison Road) FUND for the fiscal period ending September 30, 2016, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the SCRAP ROAD PROJECT FUND budget for the fiscal year ending September 30, 2016.

Amount SCRAP Project/E. Ellison Road S(4,007) 0332-53401 Contractual Services

Annie Mae Murphy, Clerk-Auditor

Chairman

16

(Balance of Grant @ 2015 FYE, which is less than 2016 Budget)

SIGN

SUNGARD PENTAMATION, INC.

DATE: 11/18/2015 TIME: 10:21:48 TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTAll 2

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SELECTION CRITERIA: orgn.fund in ('169','170','171','172') ACCOUNTING PERIOD: 13/15

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-170 SCRAP PROJ/E. ELLISON RD

FUNCTION-540 TRANSPORTATION

ACTIVITY-541 ROAD & STREET FACILITIES

TOTL/DEPT-0332 SCRAP/ E. ELLISON RD

2014/1	5
--------	---

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	24,570.00	24,570.00	.00	.00	24,570.00	.00
53401	CONTRACTUAL SERVICES	135,400.00	131,393.00	-4,007.00	.00	131,393.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
56500	CONSTRUCTION IN PROGRESS	.00	.00	.00	.00	.00	.00
TOT	TAL SCRAP/ E. ELLISON RD	159,970.00	155,963.00	-4,007.00	.00	155,963.00	. 00
тот	TAL SCRAP PROJ/E. ELLISON R	159,970.00	155,963.00	-4,007.00	.00	155,963.00	.00

9/30/15

2014 Keuths Bugst +159,971

To Decrease 2016 Beld et Ber "4007

11/2/



CHIEF EXECUTIVE OFFICER Jay A. Reeve, Ph.D.

November 20, 2015

Ms. Tammy Taylor
Taylor County Finance Director
Post Office Box 620
Perry, Florida 32348

Dear Ms. Taylor:

Enclosed is the Memorandum of Agreement between Taylor County and Apalachee Center, Inc. Please return a signed copy to my attention so that we will have one for our files. I would also like to request the contract amount of \$52,900. (0390 - 53401)

If you have any questions or need additional information, please call me at (850) 523-3231.

Sincerely,

Dale S. Layfield

Senior Accountant

Enclosure

SERVING: FRANKLIN, GADSDEN, JEFFERSON, LEON, LIBERTY, MADISON, TAYLOR & WAKULLA COUNTIES
Center Administration: 2634 Capital Circle, N.E. / Tallahassee, FL 32308 / (850) 523-3333
Services Accredited by the Joint Commission

agludy Consert for 11-15-15



CHIEF EXECUTIVE OFFICER Jay A. Reeve, Ph.D.

#### MEMORANDUM OF AGREEMENT TO PROVIDE MATCHING FUNDS

This agreement is between Apalachee Center, Inc. (ACI) and Taylor County (the County).

Whereas, ACI is the designated public receiving facility for the county and as such, maintains crisis stabilization and detoxification services available on a 24 hour basis, and

Whereas, the County acknowledges that the majority of patients accessing the aforementioned services are medically indigent and afford no means of generating the required matching funds.

Now, therefore, ACI and the County mutually agree to the following:

- 1.) ACI will furnish the County with monthly statements which reflect the County's match requirement for crisis stabilization and detoxification services calculated based upon actual expenditures and County utilization statistics.
- 2.) County agrees to pay ACI a lump sum of \$52,900 to cover the estimated match requirement for crisis stabilization and detoxification services provided to County residents, for Fiscal 15/16.
- 3.) In the event that the lump sum payment of \$52,900 exceeds the actual match requirement, ACI will credit the excess to the following fiscal year.

Representative Date
Taylor County Board of
County Commissioners

Representative Date
Apalachee Center, Inc.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve bid award recommendations for four SHIP recipients for the rehabilitation of three (3) homes and the demolition and reconstruction of one (1) home through the SHIP program.

**MEETING DATE REQUESTED:** 

December 15, 2015

Statement of Issue: Board to approve Bid Committee recommendations for four SHIP projects.

#### REHABILITATION

Annie Woodfaulk, 100 Joann Street – C.B. Construction Sarah Petty, 378 Myrtle Street - Certified Roofing & Construction Katherine Munningham, 105 N. Beverly Street- C.B. Construction

#### **DEMOLITION AND RECONSTRUCTION**

Voncille Cannon, 1706 Hwy 51 NE- Jerry Walters Construction

Recommended Action: Approve Bid Committee recommendations

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP

Program.

Submitted By: Melody Cox

Contact: Melody Cox

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board received bids at the November 16, 2015 meeting

for the rehabilitation of three (3) homes and the demolition and reconstruction of one (1) home through the SHIP program. The Bid Committee was Jay Moseley with

Government Services Group, Daniel Simpson, and Melody

Cox.

Attachments: Bid Tabulation and Bid Recommendations from Government Services Group.

## Taylor County SHIP Bid Tab Monday November 16, 2015

Contractor	Contractor Sarah Petty An		Katherine Munningham	Voncille Cannon	Voncille Cannon (Addendum)
FLA. Homes, Inc. Realty/Construction	\$ 29,291.00	\$ 30,747.00	\$ 27,690.00		
Certified Roofing & Construction	\$ 25,365.00	\$ 30,165.00	\$ 27,990.00	\$ 68,525.00	\$ 4,500.00
Jerry Walters Construction, Inc.				\$ 67,600.00	\$ 2,400.00
Jerry wanters Construction, Inc.				\$ 67,000.00	3 2,400.00
J.G. Parker Enterprises, Inc.					
C.B. Construction, Inc.	\$ 28,203.00	\$ 29,424.00	\$ 23,070.00	NB	
Recommended Contractor	Certified Roofing &	C.B. Construction, Inc.	C.B. Construction, Inc.	Jerry Walters	
Recommended Court actor	Construction	C.B. Construction, Inc.	C.B. Consuluction, Inc.	Construction, Inc.	

Bid Committee:

Jay Moseley, Government Services Group

Daniel Simpson

Melody Cox

#### **MEMORANDUM**

TO:

Taylor County Board of County Commissioners

FROM:

Jay Moseley, Senior Consultant

SUBJECT:

**Bid Award Recommendations** 

DATE:

November 17, 2015

#### **BID AWARD**

On November 16, 2015 sealed bids were received and opened for four houses in the Taylor County SHIP Program for Housing Rehabilitation. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amounts for these houses are listed below:

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Voncille Cannon	Jerry Walters Construction, Inc.	\$70,000*
Sarah Petty	Certified Roofing and Construction, Inc.	\$25,000**
Annie Woodfaulk	C. B. Construction, Inc.	\$25,000**
Katherine Munningham	C. B. Construction, Inc.	\$23,070

<sup>\*</sup>Includes addendum for added fill material if necessary.

Recommended Action # 1: Award the houses as identified above.

#### Attachments:

**Bid Tabulation with Recommendations** 

<sup>\*\*</sup>Scope of work will be reduced to meet the maximum amount of \$25,000.

## TAYLOR COUNTY SHIP BID TABULATION

Monday November 16, 2015

Contractor	Sarah Petty	Annie Woodfaulk	Katherine Munningham	Voncille Cannon	Voncille Canno (Addendum)
Florida Homes, Inc.	29,291	36,747	37, 690	NB	
Certified Roofing and Construction, Inc.	35, 365	30,165	27,990	68,525	\$4,500
Jerry Walters Construction, Inc.	NB	NB	nas	\$ 67,600	\$2,400
J.G. Parker Enterprises, Inc.					•
C. B. Construction, Inc.	એક, aહ <u>3</u>	29,424	23 070	NB	
Recommended Contractor	Certified	C.B.	C.B.	Jerry Walters	

	Openend By:		Witnessed by:	
Bid Opening:		Signature		Signature
Monday, November 16, 2015	A	nnie Mae Murphy, Clerk		Melody Cox

**BOCC Meeting** 



## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Attachments:

THE BOARD TO REVIEW AND APPROVE THE FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT FOR THE TAYLOR COUNTY JAIL, AS SUBMITTED BY SHERIFF BUMMY WILLIAMS.

<b>MEETING DATE R</b>	EQUESTED:	DECEMBER 15, 2015	
Statement of Issue		PECTION IS DONE ANNUALLY A TED TO THE BOARD FOR APPRO	
Recommended Ad	ction:		
Fiscal Impact:			
<b>Budgeted Expens</b>	e:		
Submitted By:			
Contact:	SUPPLEMENTA	L MATERIAL / ISSUE ANALYSIS	
History, Facts & Is	ssues:		
Options:			

## APPENDIX C

# FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT

## Part I - Facility Identification

Name of I	Facility:	Taylor County Ja	iil			
Facility Ty	/pe:	Adult Detention				
Mailing Ad	ddress:	589 Hwy 27 East	: Pe	rry, Fl. 32348		
City: Pe	erry	Cour	nty:	Taylor	Phone:	850-584-4333
Agency He	ead:	Bummy Williams		Facility Administrator:	Richard	Johnson
Chairperso	on Co	unty Commission:		Jim Moody		
Chairperso	on or Ma	ayor – City Council:	_	Mike Deming		
Date and t	time of	Inspection: 12-0	04-1	5 @1100		
Inspector(	s) and	Agency:				•
(Please att	tach ad	ditional sheets as nee	eded	and ensure all participating	ng inspecto	rs are listed.)
1. Lt. Lisa	Brock	Levy Co. Sheriff's Off	fice	Ma To	CL_	
2.						
3.				. [		
4.						
5.						
6.						
7.						
8.						
9.						
Population	on date	e of inspection:	91			
Date of Las	st Inspe	ection:	12	-09-2014		
Average Da	aily Pop	ulation for the Prece	ding	12 Month Period:	95	
Maximum F	Rated C	apacity: 184		_		
Housing:	a.	Number of Beds:		184		
	b.	Single Occupancy Co	ells:	4		
	c.	Multiple Occupancy	Cells	s: 44		
	d.	Number of Dormitor	ies:	16		

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Date Facility was	Constructed:	1991					
Date of Last Reno	ovation:	N/A					
Are there any plar	ns for new cons	truction?		Yes		No	$\boxtimes$
If yes, please prov	vide details:	(Attach addition	nal sheets as neede	d)			
		P-1222					
Is the facility unde	er any court ord	er?		Yes		No	$\boxtimes$
If yes, please prov	ride details: (At	ttach additional :	sheets as needed)				
			Male		Female		
Facility Chaffy	Certified S	Staff	15		12		
Facility Staff:	Non-Certi	fied Staff	1		3		
	TOTALS		16		15		

# 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)	$\boxtimes$		
2.	Are all policies and procedures formally reviewed at least annually and updated as needed? Sec. 2.10	$\boxtimes$		
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	$\boxtimes$		
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.	$\boxtimes$		
5.	Are there written procedures addressing:			,
a.	The detection, prevention, reduction or punishment of sexual abuse inmates. Sec. 2.17	$\boxtimes$		
b.	The safety and treatment needs of inmates who have been a victim of a sexual act. Sec. 2.17	$\boxtimes$		
c.	The discipline and prosecution of any person who perpetrate sexual acts upon inmates. 2.17	$\boxtimes$		
6.	Is new employee orientation and annual refresher training being provided to staff covering required topics in section 2.17 (a)?	$\boxtimes$		
7.	Are inmates being provided information required in section 2.17 (b)?	$\boxtimes$		
	Comments: (Attach additional sheets as needed)			
	,	**************************************		

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## 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	$\boxtimes$		
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	$\boxtimes$		
10.	Are all established rules, regulations and legal procedures met and any questions clearly resolved as to inmate admissions? Sec. 4.01	$\boxtimes$		
11.	Is each inmate searched by a certified staff member upon admission, subject to F.S.S. 901.211? Sec. 4.03	$\boxtimes$		
12.	During the admission and booking process, are inmates examined for contraband and permitted to bathe? Sec. 4.02	$\boxtimes$		
13.	Are body cavity searches only conducted by licensed medical personnel? Sec. 4.03	$\boxtimes$		
14.	When a body cavity search is conducted, is a complete report written and given to the Officer-in-Charge? Sec. 4.03	$\boxtimes$		
15.	Unless medically cleared, unconscious, seriously ill, or seriously injured persons are not admitted to the facility? Sec. 4.04	$\boxtimes$		
16.	Are male staff present to admit male inmates and female staff present to admit female inmates? Sec. 4.05	$\boxtimes$		
17.	Is a female correctional officer on duty at all times when female inmates are housed? Sec. 4.05	$\boxtimes$		
18.	Are inmate admission records compiled and maintained on each inmate and contain: Sec. 407			
a.	Full name and known alias	$\boxtimes$		
b.	Age, date of birth, sex	$\boxtimes$		
c.	Date admitted	$\boxtimes$		
d.	Race	$\boxtimes$		
e.	Height	$\boxtimes$		
f.	Weight	$\boxtimes$		
g.	Specific reason for custody			
h.	Name of attorney, if known	. 🛛		
i.	Signature of person(s) delivering and receiving inmate	$\boxtimes$		
j.	Written inventory of items taken from inmate	$\boxtimes$		

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

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

Comments: (Attach additional sheets as needed)					
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## HOUSING

		TES	NO	N/A
29.	Is a female correctional officer on duty at all times when the facility houses female inmates. Sec. 5.01	$\boxtimes$		
30	Are dangerous felons housed separate from misdemeanants? Sec. 5.03(b)	$\boxtimes$		
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	$\boxtimes$		
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	$\boxtimes$		
33.	Is special housing for medical reasons provided to inmates upon orders of the health authority? Sec. 5.04	$\boxtimes$		
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	$\boxtimes$		
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	$\boxtimes$		
36.	Inmates are not subjected to discrimination except that males and females are housed separately? Sec. 5.07	$\boxtimes$		
37.	Do all sinks provide cold and either hot or tempered running water? Sec. 5.08 (c) (5)	$\boxtimes$		
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.	$\boxtimes$		
39.	Are cells adequately ventilated and illuminated? Sec. 5.08 (b) (4) (5) (c) (1) (2)	$\boxtimes$		
40.	Are accommodations for reading and writing available for use during non-sleeping hours? Sec. 5.08 (c) (6)	$\boxtimes$		
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)	$\boxtimes$		

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

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## **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	$\boxtimes$		
<i>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	$\boxtimes$		
52.	Are clean outer garments worn by food service workers and a high degree of personal hygiene maintained? Sec. 6.03	$\boxtimes$		
53.	Is food prepared or supervised by an employee trained in culinary services and holding a Professional Food Manager certification as required by Chapter64E-11 F.A.C.? Sec. 6.04	$\boxtimes$		
54.	Are inmates given three wholesome, nutritious meals per day? Sec. 6.05	$\boxtimes$		
55.	Do no more than 14 hours pass between the evening meal and the morning meal? Sec. 6.05	$\boxtimes$		
<i>56.</i>	Are modified diets prepared and served when ordered by a physician or designee? Sec. 6.06 (b)	$\boxtimes$		
57.	Are records of meals maintained as described in the Florida Department of State General Records Schedule GS1-SL and GS2? Sec. 1.33	$\boxtimes$		
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. 6.06 (e)			$\boxtimes$
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. 6.07	$\boxtimes$		
60.	Are food supplies not in use maintained in a clean, well ventilated room, free from vermin? Sec. 6.8 7			$\boxtimes$
61.	Is a separate storage area maintained for cleaning compounds, soaps, waxes, insecticides and is kept locked? Sec. 6.07	$\boxtimes$		
62.	Is delivery of food supervised by an employee, using common sanitary measures? Sec. 6.10	$\boxtimes$		
63.	Is food service equipment kept clean and in good repair? Sec. 6.11	$\boxtimes$		

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		YES	NO	N/A	
64.	Is there a procedure to account for cutlery equipment? Sec. 6.13	$\boxtimes$			
	Comments: (Attach additional sheets as needed)				
				<u></u>	

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## **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	$\boxtimes$		
67.	Are linens laundered at least once per week? Sec. 8.02	$\boxtimes$		
68.	Do inmates have the opportunity to have clothing laundered at least twice per week? Sec. 8.05	$\boxtimes$		
69.	Are uniforms and linens washed prior to re-issue? Sec. 8.02 and 8.05	$\boxtimes$		
70.	If clothing is issued, do inmates held beyond first appearance receive an issue? Sec. 8.05	$\boxtimes$		
71.	When an inmate has no funds and needs shoes, are they provided? Sec. 8.06	$\boxtimes$		
72.	Are inmates, who are on work status, issued clothing and footwear appropriate to their job? Sec. 8.06	$\boxtimes$		
73.	Are inmates deprived of clothing and bed linens only to protect them from inflicting injury to themselves or others? Sec. 8.07	$\boxtimes$		
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	$\boxtimes$		
	Comments: (Attach additional sheets as needed)			
		,		

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## **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	$\boxtimes$		
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	$\boxtimes$		
77.	If correspondence is denied, is the inmate given a written reason for the denial? Sec. 9.03 (d)	$\boxtimes$		
78.	Is incoming privileged mail opened only in the presence of the inmate? Sec. 9.03 (e)	$\boxtimes$		
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)	$\boxtimes$		
80.	Are indigent inmates provided with stamps and writing materials? Sec. 9.03 (g)	$\boxtimes$		
81.	Is inmate mail, incoming and outgoing, handled without delay and received only through the facility? Sec. 9.03 (h)	$\boxtimes$		
82.	Are there no list of correspondents and no limit on incoming mail that may be received? Sec. 9.03 (i)	$\boxtimes$		
83.	Are rules and regulations pertaining to conduct at visitation and the hours of visitation posted for inmates and visitors? Sec. 9.04(a)	$\boxtimes$		
84.	Does each inmate in general population have the opportunity for visitation for at least two hours per week? Sec. 9.04 (a)	$\boxtimes$		
85.	Are all visitors required to register recording name, address, and relationship to the inmate? Sec. 9.04 (c)	$\boxtimes$		
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)	$\boxtimes$		
37.	Inmates are not required to work more than 10 hours per day, but may do so if voluntary. Sec. 9.05 (b)	$\boxtimes$		
38.	Do working inmates have supervision in keeping with their custody status, while outside the secure facility? Sec. 9.05 (c)	$\boxtimes$		
39.	Are inmate workers checked by staff to ensure security and accountability? Sec. 9.05 (c)	$\boxtimes$		

		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)	$\boxtimes$		
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)	$\boxtimes$		
92.	Is outdoor exercise, weather permitting, allowed for a minimum of three (3) hours per week? Sec. 9.06 (a)	$\boxtimes$		
93.	Is space and staffing sufficient to allow for group or individual activities? Sec. 9.06 (b)	$\boxtimes$		
94.	Does each inmate have reasonable access to a telephone at reasonable times? Sec. 9.08	$\boxtimes$		
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	$\boxtimes$		
96.	Do all inmates, regardless of gender, have equal access to programs, privileges, exercise, visitation, and work release opportunities? Sec. 9.10			
	Comments: (Attach additional sheets as needed)			
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## **PRIVILEGES**

		YES	NO	N/A
97.	If a commissary has been established, has an inmate welfare fund also been established? Sec. 10.01 (a)	$\boxtimes$		
98.	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)			$\boxtimes$
99.	Does the commissary shopping list clearly show prices and any special condition of sale? Sec. 10.01 (a)	$\boxtimes$		
100.	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)			$\boxtimes$
101.	Commissary prices do not exceed the fair market value for comparable products sold in the community? Sec. 10.01 (b)	$\boxtimes$		
102.	Are profits from the commissary used for the overall inmate welfare? Sec. 10.01 (d)	$\boxtimes$		
103.	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)	$\boxtimes$		
104.	Is an annual audit of the commissary conducted by a disinterested party? Sec. 10.01 (e)	$\boxtimes$		
105.	Are commissary transactions and inventory records kept current? Sec. 10.01 (e)	$\boxtimes$		
106.	Is reading material available to inmates held beyond first appearance? Sec. 10.02 (b)	$\boxtimes$		
	Comments: (Attach additional sheets as needed)			
				3
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## **SECURITY AND CONTROL**

		YES	NO	N/A
107.	Are emergency plans written for the following: (Sec. 11.01			
a	Alarms systems and notification	$\boxtimes$		
b.	Transmission of alarm to fire department, EMS, or other law enforcement agencies	$\boxtimes$		
C.	Response to alarms	$\boxtimes$		
d.	Isolation and control of fire or disturbance areas	$\boxtimes$		
e.	Emergency response equipment, its use and maintenance	$\boxtimes$		
f.	Release and evacuation activity	$\boxtimes$		
g.	Prevention of escape during evacuation	$\boxtimes$		
h.	Fire fighting and medical emergency plans	$\boxtimes$		
i.	The chain-of-command to be followed during an emergency and specific staff duties	$\boxtimes$		
j.	Inspection schedules of hazardous areas and review of fire plan			
k.	Documentation required following an emergency.	$\boxtimes$		
108.	Are fire drills and evacuation drills held quarterly and the records of such maintained? Sec. 11.02	$\boxtimes$		
109.	Are security inspections held weekly and the results recorded and maintained by the Officer-in-Charge or designee? Sec. 11.03			
110.	Are all housing areas and other areas used by inmates checked daily and the results recorded and maintained? Sec. 11.03	$\boxtimes$		
111.	Are deficiencies noted in the above, recorded and corrected, including time and date of correction? Are these records maintained? Sec. 11.04	$\boxtimes$		
112.	Is the facility in compliance with FAC 694-54 as to fire safety and prevention? Sec. 11.05	$\boxtimes$		
113.	Is a key control system in place, including the following: Sec. 11.06			
a.	Location of all locks and keys in the facility	$\boxtimes$		

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		YES	NO	N/A
b.	Complete inventory of all keys	$\boxtimes$		
C.	Written report of security problems with locks and keys (e.g., broken, missing, etc.)	$\boxtimes$		
d.	Absolute control of keys by staff, not inmates	$\boxtimes$		
e.	Location of emergency keys away from facility	$\boxtimes$		
f.	A system ensuring that missing keys are immediately identified.	$\boxtimes$		
114.	Is one full "lock down" count conducted daily? Sec. 11.07	$\boxtimes$		
115.	Are all inmates visually checked every hour between 11:00 p.m. and 6:00 a.m. and the results recorded and maintained? Sec. 11.07	$\boxtimes$		
116.	Is there a tool control system to ensure that tools are kept from inmates? Sec. 11.08	$\boxtimes$		
117	If tools are brought into the facility, are they accounted for at all times? Sec. 11.09	$\boxtimes$		
118.	Does the facility have an identification system to ensure that staff, visitors, and inmates are positively identified to prevent bypassing of security measures? Sec. 11.10	$\boxtimes$		
119.	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. 11.11	$\boxtimes$		
120.	If staff uses oleoresin capsicum, are they trained in its use? Sec. 11.12 (a)	$\boxtimes$		
121.	If staff uses electronic weapons, are they trained in its use? Sec. 11.12 (b)	$\boxtimes$		
122.	Are weapon depositories maintained at the secure entrance of the facility? Sec. 11.12 (c)	$\boxtimes$		
123.	Are hazardous or incendiary chemicals kept in a secure area and used only under the supervision of an employee? Sec. 11.13	$\boxtimes$	•	
124.	Restraints are not used as punishment. Sec. 11.14	$\boxtimes$		
125	Posted notices upon admission to the correctional institution, in female housing areas and medical care facilities informing female inmates of the policies and procedures for the use of restraints on pregnant inmates. Sec. 11, 15	$\boxtimes$		

		YES	NO	N/A
126.	When moving "high risk" inmates in or out of a housing area, are two certified staff members present? Sec. 11.16	$\boxtimes$		
127.	Does each floor of a detention housing facility have a correctional officer present? Sec. 11.16	$\boxtimes$		
128.	Does each housing area and floor of a detention facility have a secondary means of egress or fire exit? Sec. 11.17	$\boxtimes$		
129.	Are correctional officers posted to allow them to respond promptly to calls for help? Sec. 11.18	$\boxtimes$		
130.	Inmates are never allowed to supervise or in any way exercise control over other inmates. Sec. 11.19	$\boxtimes$		
131.	Is sufficient staff maintained so that at all times the inmates are within hearing distance of officers? Sec. 11.20			
	Comments: (Attach additional sheets as needed)			

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## **SANITATION**

		YES	NO	N/A
132.	Are water supplies adequate and in good repair? Sec. 12.01	$\boxtimes$		
133.	Does food service comply with Chapter 64E-11, Florida Administrative Code? Sec. 12.02	$\boxtimes$		
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)	$\boxtimes$		
135.	Do all plumbing fixtures comply with Chapter 10D-9, Florida Administrative Code? Sec. 12.03 (b)	$\boxtimes$		
136.	Is drinking water accessible to all inmates? Sec. 12.03 (c)	$\boxtimes$		
137.	Are water fountains constructed and maintained accordingly? Sec. 12.03 (d)	$\boxtimes$		
138.	Are single service cups provided? Sec. 12.03 (c)	$\boxtimes$		
139.	Are plumbing fixtures (i.e., toilets, sinks, etc.) constructed and maintained accordingly? Sec. 12.03 (d)	$\boxtimes$		
140.	Are all mop sinks and curbed areas appropriately positioned? Sec. 12.03 (e)	$\boxtimes$		
141.	Are showers available to inmates at least twice weekly? Sec. 12.03 (f)	$\boxtimes$		
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)	$\boxtimes$		
143.	Does secure housing areas have at least one sink and one toilet in each cell? Sec. 12.03 (g)	$\boxtimes$		
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 $\frac{1}{2}$ of the toilets in the male housing areas.) Sec. 12.03 (g)	$\boxtimes$		
145.	Is there at least one showerhead with tempered water for each 16 inmates or fraction thereof? Sec. 12.03 (g)	$\boxtimes$		
146.	Are all floor drains properly constructed and maintained? Sec. 12.03 (h)	$\boxtimes$		
147.	Are plumbing fixtures clean, sanitary, and properly maintained? Sec. 12.03 (i)	$\boxtimes$		

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

C.	Are dust filters removable?	$\boxtimes$		
		YES	NO	N/A
d.	Provide 10 cubic feet of fresh/ purified air per minute for each inmate? Sec. 12.06 (d) (2)	$\boxtimes$		
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)	$\boxtimes$		
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)	$\boxtimes$		
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?	$\boxtimes$		
b.	Soundly constructed and maintained?	$\boxtimes$		7
c.	Clean?	$\boxtimes$		
d.	Provide adequate lighting and ventilation?	$\boxtimes$		
е.	Offer exterior ventilation for dryers and dry cleaning machines? Sec. 12.06(4)			
164.	Are beds and bedding kept in good repair, clean, and sanitized regularly? Sec. 12.07			
165.	Are sheets and personal clothing washed weekly and properly stored? Sec. 12.07	$\boxtimes$		
166.	Are blankets cleaned quarterly and stored properly? Sec. 12.08	$\boxtimes$		
167.	Are inmates that are held longer than 24 hours provided clothing and personal comfort items? Sec. 12.08	$\boxtimes$		
168.	Are residential areas clean and containing no perishable foods? Sec. 12.09	$\boxtimes$		
169.	Are bath room facilities cleaned daily? Sec. 12.09	$\boxtimes$		
170.	Are cleaning supplies/facilities clean, well vented, and appropriately stored? Sec. 12.09	$\boxtimes$		
171.	Is the facility free of vermin? Sec. 12.10	$\boxtimes$		
172.	Are all openings sealed or screened? Sec. 12.10	$\boxtimes$		
173.	Are pesticides appropriately applied and stored? Sec. 12.10			
174.	Are outdoor exercise facilities clean and well drained? Sec. 12.11	$\boxtimes$		

		YES	NO	N/A
175.	If bath room facilities are provided, are they clean and properly maintained? Sec. 12.11	$\boxtimes$		
176.	Are industrial facilities clean and well lit (30 ft. candles)? Sec. 12.12	$\boxtimes$		
<b>177.</b>	If noise levels exceed an average of 90 dba in 8 hours in industrial facilities, is appropriate ear protection provided? Sec. 12.12	$\boxtimes$		
178.	Are formal sanitation inspections conducted by the Officer-in- Charge or designee at least once each week? Sec. 12.13	$\boxtimes$		
	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	$\boxtimes$		
180.	Does the facility have written procedures for steps to be taken for breaches of discipline by inmates or visitors? Sec. 13.02	$\boxtimes$		
181.	Are translations for disabled and/or non-English- speaking inmates provided? Sec. 13.02	$\boxtimes$		
182.	Does the Officer-in-Charge establish a disciplinary committee or a hearing officer for disciplinary infractions? Sec. 13.04	$\boxtimes$		
183.	Are staff members who are witnesses to a rule infraction prohibited from sitting on the disciplinary committee? Sec. 13.04	$\boxtimes$		
184.	When a disciplinary infraction occurs, is a written report completed and forwarded to the Officer-in-Charge or designee? Sec. 13.05	$\boxtimes$		
185.	Does the report contain at a minimum: Sec. 13.05			
a.	Date of infraction	$\boxtimes$		
b.	Place and time of infraction	$\boxtimes$		
c.	Date of report	$\boxtimes$		
d.	Specific rules violated	$\boxtimes$		
e.	Details of the incident	$\boxtimes$		
f.	Actions taken by employee	$\boxtimes$		
g.	Names of witnesses (as security allows)	$\boxtimes$		
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	$\boxtimes$		
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			
188.	Are disciplinary hearings held within seven working days (excluding holidays) after the incident? Sec. 13.08	$\boxtimes$		

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		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)	$\boxtimes$		
190.	Does the committee or hearing officer determine that the inmate understands the charges and the possible actions that can result? Sec. 13.08	$\boxtimes$		
191.	Does the committee chairperson, or majority, or hearing officer have authority to call for witnesses, evidence, and/or documents? Sec. 13.09	$\boxtimes$		
192.	Are reasons for not calling witnesses or restricting information documented by the committee or hearing officer? Sec. 13.09 (b)	$\boxtimes$		
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)	$\boxtimes$		
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)	$\boxtimes$		
195.	If an inmate is not present, does the committee or hearing officer record the reason? Sec. 13.10 (a)	$\boxtimes$		
196.	Does the inmate receive a written decision from the committee or hearing officer? Sec. 13.10 (b)	$\boxtimes$		
197.	Does the inmate have the right to appeal the decision to the Officer-in-Charge or designee? Sec. 13.10 (d)	$\boxtimes$		
198.	Are all steps in the process maintained as a written record? Sec. 13.10 (e)	$\boxtimes$		
199.	Are "Not Guilty" decisions noted on the report? Sec. 13.10 (e)	$\boxtimes$		
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)	$\boxtimes$		
201.	The Officer-in-Charge or designee cannot increase an inmate's punishment. Sec. 13.11	$\boxtimes$		
202.	Is corporal punishment prohibited? Sec. 13.12	$\boxtimes$		
203.	Does the facility adhere to procedures for placing inmates in administrative confinement, including documentation? Sec.	$\boxtimes$		

		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)	$\boxtimes$		
205.	Do inmates in administrative confinement receive privileges comparable to general population inmates? Sec. 13.13 (b)	$\boxtimes$		
206.	Does the Officer-in-Charge or designee see and talk with inmates in administrative or disciplinary confinement twice daily? Sec. 13.14	$\boxtimes$		
207.	Is the attitude and general condition of the inmate in confinement documented? Sec. 13.14	$\boxtimes$		
	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	$\boxtimes$		
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	$\boxtimes$		
	Comments: (Attach additional sheets as needed)			
				~~~~

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## **DIRECT SUPERVISION JAILS**

		YES	NO	N/A
210.	Inmates are not housed in direct supervision units unless approved by classification. Sec. 15.01			$\boxtimes$
211.	Does staff receive appropriate training prior to being assigned to the direct supervision unit? Sec. 15.02			$\boxtimes$
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			$\boxtimes$
b.	Provide emergency backup to the supervising officer as a priority of the employee's assigned duties			$\boxtimes$
213.	Have facility rules and regulations been developed specifically for direct supervision? Sec. 15.04			$\boxtimes$
214.	Do staff members have access to the rules and regulations? Sec. 15.04			$\boxtimes$
215.	Are officers assigned to direct supervision units equipped with a secondary means of communications? Sec. 15.05			$\boxtimes$
	<b>Comments:</b> (Attach additional sheets as needed)			
-				
4				

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## 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	$\boxtimes$		
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			
218.	Are juveniles, held in temporary custody, kept out of sight and sound of adult inmates? Sec. 17.02	$\boxtimes$		
219.	Are juveniles held only if the facility has adequate staff to monitor them at all times? Sec. 17.02	$\boxtimes$		
220.	Prior to admitting the juvenile, are all appropriate and legal documents presented? Sec. 17.03	$\boxtimes$		
221.	Does this documentation remain part of the juvenile's permanent file? Sec. 17.03	$\boxtimes$		
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	$\boxtimes$		
b.	The juvenile waived	$\boxtimes$		
C.	The juveniles was direct filed	$\boxtimes$		
d.	Adult sanctions were imposed by the court	$\boxtimes$		
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	$\boxtimes$		
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	$\boxtimes$		
	Comments: (Attach additional sheets as needed)			
****				
***************************************				

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#### **HOUSING OF JUVENILES**

		165	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)			$\boxtimes$
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)			$\boxtimes$
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.			$\boxtimes$
b.	The juvenile has been tried as an adult.			$\boxtimes$
c.	The juvenile was found guilty as an adult.			$\boxtimes$
d.	The juvenile was sentenced as an adult.			$\boxtimes$
228.	Is a juvenile being housed with adult sanctions being housed only with inmates with the same classification? Sec. 18.03			
	Comments: (Attach additional sheets as needed)			ara <sub>k</sub> i r

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# TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item SUBJECT/TITLE: Appointment of Harvey B. Tuten, Jr. as a Taylor Coastal Water and Sewer District Board Member **Meeting Date:** Statement of Issue: Approval of the appointment of Harvey B. Tuten, Jr. as a Taylor Coastal Water and Sewer District Board Member Recommendation: Approval \$ 0.00 Budgeted Expense: Yes No N/A x Fiscal Impact: Submitted By: M. Diane Cash Carlton Contact: M. Diane Cash Carlton SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS History, Facts & Issues: The district had 2 board members resign in September 2015. Only one of those positions has been filled to date. The appointment of Mr. Tuten to the District board will give us a full 7 member board again. Mr. Tuten will be filling the position left open by the resignation of Shawna Beach. The position is for 4 years; it began on May 3, 2012 and will end on May 3, 2016. 1. Letter of Request to be appointed submitted by Mr. Harvey B. Tuten, Jr. Attachments:

#### HARVEY B. TUTEN JR. 3870 US HWY 19 SOUTH PERRY FLORIDA 32348 850 584-9324

hbtlogging@fairipoint.net

November 30, 2015



TAYLOR COASTAL WATER & SEWER 18820 BEACH ROAD PERRY, FL 32348

RE: VACANCY ON WATER BOARD

TO WHOM IT MAY CONCERN:

MY NAME IS BENJYE TUTEN AND I OWN SEVERAL PROPERTIES IN THE WATER DISTRICT. I AM A LIFE LONG RESIDENT OF TAYLOR COUNTY AND OWN MY OWN BUSINESS HERE. I WOULD LIKE AT THIS TIME TO OFFER MY EXPERIENCE AND WORKING KNOWLEDGE TO YOUR BOARD.

IT WOULD BE A PLEASURE TO WORK WITH YOU.

SINCEREZY

HARYEY B. TUTEN JR. (BENJYE)

Cml

Cc: TAYLOR COUNTY

**BOARD OF COUNTY COMMISSIONERS** 



#### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

**SUBJECT/TITLE:** 



THE BOARD TO RECEIVE A PRESENTATION FROM FRANK DARABI AND JOHN MCHUGH OF THE AUCILLA LANDFILL BOARD, AS AGENDAED BY FRANK DARABI.

MEETING DATE REQUESTED	V	ĺ	E	E.	Т	IÌ	V٠	G	D	Δ	١Τ	Έ	R	E	Q	U	E	S	T	Ε	D	:	
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**DECEMBER 15, 2015** 

Statement of Issue:

FRANK DARABI AND JOHN MCHUGH HAVE REQUESTED

TIME TO MAKE A BRIEF PRESENTATION AND TO PRESENT THE BOARD WITH A CHECK FOR AN

UNDISCLOSED AMOUNT.

Recommended Action:

Fiscal Impact:

**Budgeted Expense:** 

Submitted By:

FRANK DARABI, P.E., 352-376-6533

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

#### **Margaret Dunn**

From:

Malcolm Page

Sent:

Tuesday, November 17, 2015 12:23 PM

To: Cc: Margaret Dunn Dustin Hinkel

Subject:

FW: Check Presentation

Please schedule for Dec. 7 Board meeting. Malcolm

From: fdarabi@darabiassociates.com [mailto:fdarabi@darabiassociates.com]

Sent: Tuesday, November 17, 2015 12:07 PM

To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>; Malcolm Page <mpage@taylorcountygov.com>

Cc: 'John McHugh' <auclf@aol.com>

Subject: Check Presentation

Please schedule myself and John McHugh to present a dividend check from Aucilla to the Taylor County commission. This can be at the December Board meeting. I also have a 10 minute presentation that I like to share with the commissioners.

I will keep the amount of check to be a surprise.

Frank Darabi, P.E.
President
Darabi and Associates, Inc.
4140 NW 37th Place, Suite A
Gainesville, FL 32606
Tel. 352-3766533
Fax. 352-692-5390
Cell. 352-857-6278

fdarabi@darabiassociates.com

#### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO RECEIVE A PRESENTATION FROM FRANK DARABI AND JOHN MCHUGH OF THE AUCILLA LANDFILL BOARD, AS AGENDAED BY FRANK DARABI.



MEETING DATE REQUESTED: DECEMBER 15, 2015

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Recommended Action:

Fiscal Impact:

**Budgeted Expense:** 

Submitted By:

FRANK DARABI, P.E., 352-376-6533

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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Fax. 352-692-5390 Cell. 352-857-6278

fdarabi@darabiassociates.com

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# TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item SUBJECT/TITLE: Taylor County Development Authority Annual Report 12/15/2015 Meeting Date: **Statement of Issue:** Taylor County Development Authority to present an annual report n/a \_\_\_\_\_\_ Recommendation: \$ n/a Budgeted Expense: Yes No Fiscal Impact: N/A Submitted By: TCDA Contact: Scott Frederick SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS History, Facts & Issues: Options: 2. PowerPoint presentation

2.

Attachments:



.:	TA	YLOR COUNTY BOARD OF COMMISSIONERS
		County Commission Agenda Item
SUBJECT/TITI	E:	Resolution for Jim Bassett
Meeting Date:		12/15/2015
Statement of Is	ssue:	Taylor County Development Authority to request the BOCC present Jim Bassett with a resolution for Mr. Bassett's years of service for Taylor County.
Recommendati	ion:	Approve the resolution
Fiscal Impact:	\$	n/a Budgeted Expense: Yes No N/A x
Submitted By:		TCDA
Contact:		Scott Frederick
		SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts	& Iss	ues:
***************************************		
Options:	1.	
	2	resolution
Attachments:	1.	
	2	

#### DRAFT RESOLUTION

# A RESOLUTION TO HONOR JIM BASSETT FOR HIS DEDICATED SERVICE TO THE CITIZENS OF TAYLOR COUNTY, FLORIDA

WHEREAS, Jim Bassett has served the citizens of Taylor County with distinction in a leadership capacity with the Taylor County Development Authority for ten years; and

WHEREAS, Jim Bassett has been an effective, courteous, and responsive Chairman of the board dedicated to providing quality economic development services to Taylor County citizens; and

WHEREAS, Jim Bassett provided leadership in the maintenance and expansion of the Taylor County Development Authority through the development and implementation of the Taylor County Vision 2060 and the Strategic Economic Development Plan; and

WHEREAS, Jim Bassett ably assisted Buckeye Technologies in procurement of the Buckeye Energy Independence Grant sponsored by the State of Florida; and

WHEREAS, Jim Bassett was instrumental in the implementation of the Taylor County Development Authority's first Outreach Targeted Marketing campaign, development of a new organizational logo, branding tagline, and printed marketing collateral; be it

**THEREFORE, BE IT RESOLVED** by the Taylor County Board of County Commissioners this 15st day of December 2015, that Jim Bassett be, and is hereby, recognized and commended for his ten years of dedicated public service to the citizens of Taylor County; and, be it

**RESOLVED FURTHER,** that the Board of County Commissioners does hereby extend its best wishes to Jim Bassett in all future endeavors.

	BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.
ATTEST:	BY: Jody Devane, Chairman
Annie Mae Murphy, Clerk	

#### **Margaret Dunn**

From:

Lavonne Taylor < lavonne.taylor@fairpoint.net>

Sent:

Wednesday, December 9, 2015 9:35 AM

To:

Margaret Dunn; Dustin Hinkel

Subject:

TCDA Agenda request

Attachments:

Agenda request 12-2015.doc; Jim Bassett.docx

#### Good morning Margaret!

Please see the attached. Also, Scott would like to present Jim Bassett with a resolution for his years of service for the County. I have attached the draft resolution we prepared some months ago. Do I need to submit an agenda request from the TCDA?

#### Thank you,

Lavonne Taylor Assistant Taylor County Development Authority P:850-584-5627 M:850-843-0373 www.floridasrisingstar.com





This email has been checked for viruses by Avast antivirus software. www.avast.com



#### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO PURCHASE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:** 

**DECEMBER 15, 2015** 

Statement of Issue:

THERE WERE THREE BIDDERS RESPONSIVE TO THE SOLICITATION. ONE OF THE THREE WAS NOT ABLE TO MEET THE REQUIRED SPECIFICATIONS FOR THE EQUIPMENT. THE REMAINING TWO WERE ASKED TO BRING IN EQUIPMENT FOR DEMONSTRATION. THE HOSPITAL STAFF, INCLUDING THE END-USER PHYSICIANS, GAVE INPUT SO THAT THE COMMITTEE

WAS ABLE TO MAKE A RECOMMENDATION FOR

PURCHASE.

Recommended Action: ACCEPT THE BID COMMITTEE'S RECOMMENDATION TO

PURCHASE THE FUJINON SYSTEM FOR \$339,525.

Fiscal Impact:

\$339,525

**Budgeted Expense:** 

YES

**Submitted By:** 

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

**Options:** 

Attachments:



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax DUSTIN M. HINKEL, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

December 1, 2015

#### DMH Endoscopy Purchase Update

The committee met on Monday, October 26, 2015, to discuss the hospital's choice for the purchase of endoscopy equipment. Present were Mary Lescher, Amanda Gregory, Dustin Hinkel and Margaret Dunn. At that meeting, the committee prepared a recommendation to bring to the Board on November 2, 2015.

Before the committee could make its recommendation to the Board, new information was brought forth that caused the committee to rescind its first recommendation. A new meeting was called to give consideration to a new recommendation. The meeting took place on Tuesday, December 1, 2015. Present were Mary Lescher, Amanda Gregory and Margaret Dunn.

Three vendors had responded to the solicitation for endoscopy equipment. One vendor, Endochoice, was eliminated, as it was not able to meet the specifications of the solicitation. (Endochoice does not offer a bronchoscope which is a key piece of equipment in the overall specs.)

During the demonstration phase of the research, the hospital staff had determined that Olympus offered the best equipment and had settled on a refurbished system. The committee was set to recommend purchase of the refurbished equipment until it was discovered that the equipment that was demonstrated was not the same that was being offered for sale to DMH. This left two choices: Olympus equipment that was new and Fujinon equipment which was also new. The Olympus bid was \$485,156 and the Fujinon was \$242,125. Therefore, as both systems would serve the patients at Doctors' Memorial Hospital, the committee determined the prudent recommendation would be the Fujinon at the lower price.

The bid committee recommends the purchase of the Fujinon Endoscopy System for \$242,125 with additional cost for delivery and a service contract. (Total package price: \$339,525.37)

Prepared by Margaret Dunn for

Dustin Hinkel, County Administrator.

#### **Margaret Dunn**

From:

Amanda Gregory <agregory@doctorsmemorial.com>

Sent:

Thursday, November 5, 2015 9:08 AM

To:

Margaret Dunn

Subject:

**Endoscopic Equipment** 

#### Margaret

DMH has decided that we will go with Fujinon on the Endoscopic Equipment. We spoke with Dr. Nelson on yesterday and we all agreed this system will be fine

Thanks Amanda

Amanda Gregory Materials Management Director 850-584-0155



A partnership with Tallahassee Memorial HealthCare

	doscopic Equipment Specifications		Olympus efurbished		Olympus		Fujinon
Total Purchase		\$	338,149.64	\$	485,165.37	\$	339,525.37
Equipment Total Service		\$	337,528.92	\$	484,600.58	\$	242,125.37
Contract Shipping		\$	620.72	\$	555.79	\$ \$	96,400.00 1,000.00
3ea	Adult Gastroscopes,120cm		Yes		Yes_		Yes
3ea	Adult Colonscopes, 160cm		Yes		Yes		Yes
2ea	Pediatric Colonscopes, 120cm		Yes		Yes		Yes
2ea	Bronchoscope		Yes		Yes		Yes
1ea	CO2 Insufflator		Yes		Yes		Yes
1ea	Water Irrigation Pump		Yes		Yes		Yes
1ea	Video Processor with NBI Color		Yes		Yes		Yes
1ea	Color Printer		Yes		Yes		Yes
1ea	Light Source		Yes		Yes		Yes
lea	Standalone 26in flat screen monitor (Slave) with roll stands		Yes		Yes		Yes
lea	Endo cart with 26in flat screen monitor		Yes		Yes		Yes
	All accessories and cords		Yes		Yes		Yes
	Water bottles, valves (air/water, suction, biopsy), tubings, electrical cords and cables, cleaning accessories, wall charts.		Yes		Yes		Yes
		Τ		Ι		Ext	ended warranty
	Warranty - at least 5yrs		1 Year		1 Year		included
	Location of closet field service representative	4 tecl	hnicians within 2hrs	4 to	echnicians within 2hrs	0	rlando, Tampa
	On-site training at setup		Included		Included		Included
	Time line for installation, education, implementation and ongoing education		1 mark		1 mosts		Laurah
	support	<u> </u>	1 week		1 week		1 week

Included

Included

Included

Included

Included

Included

List unique capabilities of your monitors and how that would be benficial to DMH

Shipping Cost

Endoscopy Equipment 8 evaluations Olympus Yes Fuitoon 9 evaluations 30/40 - 75% No Yes No 1 Did the product 1. Did the product function as intended? function as intended? Very
Poor 2 Poor Average Very Good Very Good 1 Very 2 3 Poor Poor 2. How does the visulization of the new 2. How does the visudization of the new system compare to your current Endoscope System? system compare to your current Endoscope System? Yes No Yes No 3. The system was intuitive with minimal learning curve? 3. The system was issultive with minimal learning curve? 4. Intubation and 4. Intubution and withdrawal times are withdrawal times are competable to existing computable to existing scopes?
5. Do they provide scopes? 5. Do they provide clinical training? clinical training? 6. Can this be used with our current Medivator Provessing System our current Medivator Provocasing System 7. What do you like best about this system? 7. What do you like best about this system? Newer picture quality, its new than we currently have, better picture than curent system. Clairty of visualization Clarity, definition, case of use. All products offered are Olympus. Best visualization eastiest care. Everything. The 190 System. Superior leases, handling, durability & compatability Satisfactory optics Water proof connector. Built in stiffener 8. What do you like 8. What do you like least about this system?
Price. 3D Tower. Cleaning process (many steps) loast about this system? least about mis system?

Light too dim, once you get to the Cecum the visualization is poor and the lighting is poor. Water migation provided by different company field of vision was not full screen. Didn't have built in stiffener. Not as durable, less light Yes 9. Would you recommend this for DMR? 9. Would you recommend this for DMH?

	Fuginon
1.	Did the product function as intended?No
2.	How does the visualization of the new system compare to your current Endoscope System?
	Very PoorPoorAverageGoodVery Good
	The system was intuitive with minimal learning curve?No
4.	Intubation and withdrawal times are comparable to existing scopes?No
5.	Do they provide clinical training?No
6.	Can this be used with our current Medivator Processing System?
7.	What you do like best about this system?
8.	What do you like least about this system?  D. Lit have built in Stiffener
9.	Would you recommend this for DMH?YesNo

Drivelson

#### **Evaluation**

# Fuginon

1.	Did the product function as intended?No
2.	How does the visualization of the new system compare to your current Endoscope System?
	Very PoorPoorAverageGoodVery Good
3.	The system was intuitive with minimal learning curve?No
4.	Intubation and withdrawal times are comparable to existing scopes?YesNo
5.	Do they provide clinical training?Yes
6.	Can this be used with our current Medivator Processing System?
7.	What you do like best about this system?
	What do you like least about this system?
8.	What do you like least about this system?
	Would you recommend this for DMH? Yes No
9.	Would you recommend this for DMH?Yes
	Would you recommend this for DMH? Yes No / /Ersev Choice

	Fuginon
1.	Did the product function as intended?
2.	How does the visualization of the new system compare to your current Endoscope System?
	Very Poor PoorAverageGoodVery Good
	The system was intuitive with minimal learning curve?No
	Intubation and withdrawal times are comparable to existing scopes?No
5.	Do they provide clinical training?No
6.	Can this be used with our current Medivator Processing System?
7.	What you do like best about this system? Its better than what we have now
8.	What do you like least about this system? Monitor was small, Clarity and definition poor, light got dim when trying to focus on a certain
9.	What do you like least about this system? Monitor was small, Clarity and definition poor, Monitor was small, Clarity and definition poor, light got dim when trying to focus on a certain spot, Would you recommend this for DMH? Yes No field of visualization of the small system.

	Fuginon
1.	Did the product function as intended?No
	How does the visualization of the new system compare to your current Endoscope System?
	Very Poor PoorAverageGoodVery Good
3.	Very Poor PoorAverage GoodVery Good  The system was intuitive with minimal learning curve? Yes No
4.	Intubation and withdrawal times are comparable to existing scopes?No
5.	Do they provide clinical training?No
6.	Can this be used with our current Medivator Processing System?
7.	What you do like best about this system? Better picture than present System
8.	What do you like least about this system?  World recommend this for DMH?  Yes  No
9.	Would you recommend this for DMH?YesNo

	Olympus
1.	Did the product function as intended? Yes No
2.	How does the visualization of the new system compare to your ourrent Endoscope System?
	Very PoorPoorAverageGoodVery Good
3.	The system was intuitive with minimal learning curve? Yes No
4.	Intubation and withdrawal times are comparable to existing scopes?
	Do they provide clinical training?
6.	Can this be used with our current Medivator Processing System?
7.	What you do like best about this system?  Superior Leuses, Handling, Ourse's Property What do you like least about this system?
8.	What do you like least about this system?
9.	Would you recommend this for DMH?No
	AFE SON MO

	Olympus
1.	Did the product function as intended?No
2.	How does the visualization of the new system compare to your current Endoscope System?
	Very Poor Poor Average Good Very Good
3.	The system was intuitive with minimal learning curve?No
4.	Intubation and withdrawal times are comparable to existing scopes?YesYes
<b>5</b> .	Do they provide clinical training?  YesNo
6.	Can this be used with our current Medivator Processing System?
7.	What you do like best about this system? Clarity and definition, ease of use
8.	What do you like least about this system? N/A
9.	Would you recommend this for DMH?No

	Olympus		
1.	Did the product function as intended?No		
2.	How does the visualization of the new system compare to your current Endoscope System?		
	Very Poor Poor Average Good Very Good		
3.	The system was intuitive with minimal learning curve?No		
4.	Intubation and withdrawal times are comparable to existing scopes?No		
5.	Do they provide clinical training?No		
6.	Can this be used with our current Medivator Processing System?		
7.	What you do like best about this system?  All products offered are olympus, best visualizations of the contract of the contrac		
	edsiest care		
8.	What do you like least about this system?		
	Price		
9.	Would you recommend this for DMH? YesNo		

#### Evaluation

# Olympus

1. 1	Did the product function as intended?No
2. 1	How does the visualization of the new system compare to your current Endoscope System?
-	Very Poor Poor Average Good Very Good
	The system was intuitive with minimal learning curve?
<b>4</b> . ]	Intubation and withdrawal times are comparable to existing scopes?No
	Do they provide clinical training?No
6.	Can this be used with our current Medivator Processing System?
7. 3	What you do like best about this system?  Clavet & ) built in Stiffener
8.	What do you like least about this system?
9. 1	Would you recommend this for DMH?No
Dr Moore	

#### **BID DOCUMENTS**

# **Endoscopy Equipment Doctor's Memorial Hospital Taylor County, Florida**

**SEPTEMBER 2015** 

#### Prepared for:

Taylor County Board of County Commissioners 108 N. Jefferson St. Perry, Florida 32347

#### Prepared by:

Taylor County Administrative Department 201 East Green Street Perry, FL 32347 850.838.3500

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#### PART 2 – EQUIPMENT SPECIFICATIONS

**Endoscopy Equipment – DMH OR Department** 

# PART 1 – BIDDING REQUIREMENTS

MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax DUSTIN HINKEL, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

#### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for <u>DMH Endoscopy</u> Equipment.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "Sealed Bid for DMH Endoscopy Equipment" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on October 2, 2015. All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, on October 5, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at http://www.taylorcountygov.com/Bids/Index.htm.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.** 

Additional information may be obtained from:

Taylor County Administrative Department 201 East Green Street Perry, FL 32347 (850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

#### INSTRUCTIONS TO BIDDERS

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#### **ARTICLE 1 - DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
  - A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL. Bidding procedures will be administered at the Taylor County Administrative Complex located at 201 East Green St., Perry, FL.
  - B. Bidder-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
  - C. Owner Taylor County Board of County Commissioners
  - D. Solicitation Manager The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
  - E. Successful Bidder--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

#### **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

#### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
  - [A. Valid Business Licensing/Registration Information]

# ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;
- D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

#### ARTICLE 5 - SITE AND OTHER AREAS

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

#### ARTICLE 6 - INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

#### ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

#### **ARTICLE 8 - PREPARATION OF BID**

- 8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.
- All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 8.06 A Bid by an individual shall show the Bidder's name and official address.
- 8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 8.08 All names shall be typed or printed in ink below the signatures.
- 8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 8.10 The address and telephone number for communications regarding the Bid shall be shown.
- 8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

#### 9.01 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.
- B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

#### ARTICLE 10 - SUBMITTAL OF BID

- 10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:
  - [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
  - [B. Non-Collusion Affidavit]
  - [C. Valid Business Licensing/Registration Information
- 10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Sealed Bid for DMH Endoscopy Equipment." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
- 10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS**.
- 10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.
- 10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

#### ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

#### **ARTICLE 12 - OPENING OF BIDS**

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.
- 14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.
- 14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.
- 14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.
- 14,07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.
- 14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

#### **ARTICLE 15 - SALES AND USE TAXES**

- 15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.
- 15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.
  - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
  - 2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

#### **BID FORM**

#### DMH Endoscopy Equipment

#### **TABLE OF ARTICLES**

*			
ARTICI ARTICI ARTICI ARTICI ARTICI ARTICI ARTICI	Article No.         LE 1 – BID RECIPIENT       1         LE 2 – BIDDER'S ACKNOWLEDGEMENTS       1         LE 3 – BIDDER'S REPRESENTATIONS       1         LE 4 – FURTHER REPRESENTATIONS       2         LE 5 – BASIS OF BID       3         LE 6 – TIME OF COMPLETION       3         LE 7 – ATTACHMENTS TO THIS BID       3         LE 8 – DEFINED TERMS       4         LE 9 – BID SUBMITTAL       4		
ARTIC	CLE 1 – BID RECIPIENT		
1.01	This Bid is submitted to:		
	Taylor County Board of County Commissioners  Clerk of Court  1 <sup>st</sup> Floor Courthouse, Suite 102  108 North Jefferson St.  Perry, Florida 32347		
1.02	The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.		
ARTIC	CLE 2 – BIDDER'S ACKNOWLEDGEMENTS		
2.01	Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.		
ARTIC	CLE 3 – BIDDER'S REPRESENTATIONS		
3.01	In submitting this Bid, Bidder represents that:		
	A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.		
	Addendum No. Addendum Date		
	<u></u>		

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

- 4.01 Bidder further represents that:
  - A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### ARTICLE 5 - BASIS OF BID

5.01 Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price		\$
<u></u>	(words)	(numerals)
		\$
	(words)	(numerals)
		\$
-	(words)	(numerals)
		\$
	(words)	(numerals)
		\$
	(words)	(numerals)
		\$
	(words)	(numerals)
		\$
	(words)	(numerals)
		\$
	(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
  - B. Non-Collusion Affidavit
  - C. Valid Business Licensing/Registration Information

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTIC	CLE 9 – BID SUBMITTAL	
9.01	This Bid submitted by:	
If Bidd	ler is:	
An Ind	<u>ividual</u>	
	Name (typed or printed):	<del></del>
	By:(Individual's signature)	(SEAL)
	Doing business as:	-
A Parti	nership	
	Partnership Name:	(SEAL)
	By:(Signature of general partner attach evidence of authority to sign)	-
	Name (typed or printed):	_
A Corr	poration	
	Corporation Name:	(SEAL)
	State of Incorporation: Type (General Business, Professional, Service, Limited Liability):	
	By:	-
	Name (typed or printed):	-
	Title: (CORP	ORATE SEAL)
	Attest	
	Date of Authorization to do business in <u>FLORIDA</u> is/	
A Joint	<u>Venture</u>	
	Name of Joint Venture:	-
	First Joint Venturer Name:	(SEAL)
	FIGNC C 410 Server A PULP C C C 41 C C	

By:	
By:	)
Name (typed or printed):	
Title:	
Second Joint Venturer Name:	(SEAL)
By:	
By:(Signature of second joint venture partner attach evidence of authority to signature.	gn)
Name (typed or printed):	
Title:	
(Each joint venturer must sign. The manner of signing for each individual, party to the joint venture should be in the manner indicated at	•
Bidder's Business Address	
Phone No Fax No	
SUBMITTED on, 20	
State Contractor License No (If applicable)	

# SWORN STATEMENT UNDER SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Proposal or Contract No.
	for
2.	This sworn statement is submitted by(Name of entity submitting sworn statement)
	Whose business address is
	and
	(if applicable) its Federal Employer Identification Number (FEIN) is, (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
	statement:
3.	My name is and my relationship to the entity
	name above is .

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

<ol><li>Based on information and belief, the states submitting this sworn statement. (Please in</li></ol>	nent, which I have marked below, is true in relation to the entity dicate which statement applies)
shareholders, employees, members or ager	n statement, nor any officers, directors, executives, partners ats who are active in management of the entity, nor affiliate of the lof a public entity crime subsequent to July 1, 1989.
shareholders, employees, members, or age	t, or one or more of the officers, directors, executives, partners nts who are active in management of the entity has been charged subsequent to July 1, 1989 <u>AND</u> (Please indicate which additional partners).
Florida, Division of Administrativ	necerning the conviction before a hearing officer of the State of the Hearings. The final order entered by the hearing officer did not convicted vendor list. (Please attach a copy of the final order).
proceeding before a hearing office final order entered by the hearing	ed on the convicted vendor list. There has been a subsequent of the State of Florida, Division of Administrative Hearings. The officer determined that it was in the public interest to remove the sted vendor list. (Please attach a copy of the final order.)
The person or affiliate has not bee taken by or pending with the Dep	on placed on the convicted vendor list. (Please describe any action artment of General Services.)
(Signature)	(Date)
STATE OF	
COUNTY OF	
PERSONALLY APPEARED BEFORE ME, the un	dersigned authority,, (Name of individual signing)
who, after first being sworn by me, affixed his/her s	(Name of individual signing) ignature in the space provided above on this day
of,	-g
	NOTARY PUBLIC
My commission expires:	

### NON-COLLUSION AFFIDAVIT

(ST	TATE OF FLORIDA, COUNTY OF TAYLOR)					
		_ being first duly sworn, deposes and says that:				
(1)	He/She/They is/are the	of				
	(Owner, Partner, Off	of ficer, Representative or Agent) , the Bidder that has submitted the attached Bid;				
(2)	He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;					
(3)	Such Bid is genuine and is not a collusive or sha	am Bid;				
(4)	interest, including this affiant, have in any way with any other Bidder, firm, or person to submit the attached Bid has been submitted; or to reframanner, directly or indirectly, sought by agree Bidder, firm, or person to fix any overhead, pro any overhead, profit, or cost elements of the Bid	partners, owners, agents, representatives, employees or parties in v colluded, conspired, connived or agreed, directly or indirectly, t a collusive or sham Bid in connection with the Work for which ain from Bidding in connection with such Work; or have in any ement or collusion, or communication, or conference with any offit, or cost elements of the Bid or of any other Bidder, or to fix d Price or the Bid Price of any other Bidder, or to secure through wful agreement any advantage against (Recipient), or any person				
(5)	connivance, or unlawful agreement on the part of employees or parties of interest, including this a	e fair and proper and are not tainted by any collusion, conspiracy, of the BIDDER or any other of its agents, representatives, owners, affiant.				
Sig	ned, sealed and delivered in the presence of:	D.				
	Witness	By:Signature				
	Witness	Print Name and Title				
On pers nota	ATE OF FLORIDA, (COUNTY OF TAYLOR) this the day of, sonally appeared (Name(s) ary)_ n-Collusion, and he/she/they acknowledge that he/she/they	, before me, the undersigned Notary Public of the State of Florida, of individual(s) who appeared before and whose name(s) is/are subscribed to the within Affidavit of they executed it.				
WI	TNESS my hand and official seal.					
NO	TARY PUBLIC:	Notary Public, State of Florida				
SEA	AL OF OFFICE:					
(Na	nme of Notary Public: Print, Stamp or type as cor	nmissioned)				
	Personally known to me, or	Did take an oath, or				
	Personal identification:	Did Not take an oath.				
Typ	pe of Identification Produced					

# **PART 2– EQUIPMENT SPECIFICATIONS**

### **DMH Endoscopy Equipment Specifications**

## **Director of Surgery: Ginny Head**

- 3 EA Adult Gastroscopes, 120 cm
- 3 EA Adult Colonoscopes, 160 cm
- 2 EA Pediatric Colonoscopes, 120 cm
- 2 EA Bronchoscope
- 1 EA CO2 Insufflator
- 1 EA Water irrigation pump
- 1 EA Video processor with NBI color
- 1 EA Color printer
- 1 EA Light source
- 1 EA Standalone 26in flat screen monitor (slave) with roll stands
- 1 EA Endo cart with 26in flat screen monitor

All accessories and cords

Water bottles, valves (air/water, suction, biopsy), tubings, electrical cords and cables, cleaning accessories, wall charts.

Warranty – At least 5 years

Location of the closest field service representative

On-site training, at set up

Time line for installation, education, implementation and ongoing education support.

List unique capabilities of your monitors and how that would be beneficial to DMH.

**Shipping Cost** 



County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER A PROPOSED RESOLUTION IN OPPOSITION TO HYDRAULIC & ACID FRACTURING AND IN SUPPORT OF A STATEWIDE BAN ON THESE DRILLING PROCESSES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

**DECEMBER 15, 2015** 

Statement of Issue:

PROPOSED LEGISLATION IN THE FLORIDA

LEGISLATURE WILL PRE-EMPT COUNTY BOARDS FROM

BEING ABLE TO REGULATE FRACTURING IN THEIR RESPECTIVE COUNTIES. THIS PROPOSED RESOLUTION WOULD NOTIFY THE TAYLOR COUNTY DELEGATION OF

THE BOARD'S DISSATISFACTION WITH SUCH

LEGISLATION.

**Recommended Action:** 

Fiscal Impact:

TO BE DETERMINED

Budgeted Expense:

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR. CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BISHOP 1966-2013 (850) 584-6113 FAX (850) 584-2433

November 18, 2015

Hon. Annie Mae Murphy Clerk of Court Post Office Box 620 Perry, Florida 32348

Mr. Dustin Hinkel County Administrator County Offices 201 East Green Street Perry, Florida 32347

Re: Resolution on Fracking

Dear Annie Mae and Dustin:

Pursuant to the Board's instructions, please find enclosed a proposed Resolution on the above.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

#### RESOLUTION

# A RESOLUTION IN OPPOSITION TO HYDRAULIC & ACID FRACTURING AND IN SUPPORT OF A STATEWIDE BAN ON THESE DRILLING PROCESSES

- **WHEREAS,** Oil and gas well stimulation, such as hydraulic and acid fracturing (fracking and acidification), involve the use of chemicals and hazardous materials during construction, drilling, fracturing, gas production and delivery, well maintenance, and workover operations; and
- **WHEREAS,** Florida's water supply comes from highly permeable limestone formations which are vulnerable to contamination from hydraulic rock-fracturing activities designed to extract hydrocarbons; and
- **WHEREAS,** Fracturing of underground geologic formations is accomplished by injecting a complex mix of fluids and chemicals under very high pressure to create fracture sin gas bearing geologic formations; and the water used is contaminated forever; and
- **WHEREAS,** Wastewater from fracking can contain radioactive elements and has been discharged into rivers that supply drinking water for millions; and
- **WHEREAS,** Well stimulation may permanently pollute millions of gallons of water with the chemicals used in franking and acidizing and with the radioactive materials and heavy metals in the flowback; and
- **WHEREAS,** Wastewater disposal is a critical concern for our fresh water supply and environment, such as surface ponds, trucking wastewater over long distances, deep well injection and treated flowback to use at well heads all have potential for harm; and
- **WHEREAS,** Many of the chemical constituents injected during fracturing have documented adverse health effects and/or adverse environmental impacts; and
- **WHEREAS,** Pollution of water caused by well stimulation and fracking threatens the long term economic wellbeing of communities, as businesses and consumers depend on clean drinking water; and
- **WHEREAS,** Oil and gas industry is not required by federal law to publicly disclose chemical formulas of well stimulation and fracturing fluids so that this information is publicly unavailable for health and safety purposes; and

**WHEREAS,** There are numerous reports detailing how these drilling processes are exposing workers to these incredibly dangerous toxic chemicals with little regulations for basic safety and that these regulations are not forthcoming; and

**WHEREAS,** These processes have contributed to energy production fields that have a fatality rate seven times the national average; and

**WHEREAS,** Wise stewardship of our natural resources involves protection of Florida's water supplies and water resources for generations to come; and

**WHEREAS,** Workers must be protected from dangerous work places and the fracking industry continuously fights these protections; and

**WHEREAS,** Protection of Florida's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to cleaning up contamination and restoring degraded environments after the fact and that all Florida's workers are impacted by contamination and degradation;

**NOW THEREFORE, BE IT RESOLVED** that the Taylor County Board of County Commissioners support a statewide ban on oil and gas hydraulic fracturing, acid fracturing and any form of extreme well stimulation and resource extraction, including prohibiting the disposal of related materials and byproducts, anywhere within the State of Florida or in the waters adjacent to the State;

**AND BE IT FURTHER RESOLVED** that the Taylor County Board of County Commissioners incorporate this goal into its overall legislative program beginning with the 2016 Legislative Session.

2015.		AND	ADOPTED	in	regular	ses	sion 1	this	day of	
								COUNTY ITY, FLORI	COMMISSIC DA	NERS
								ANE, Chai	rperson	
ATTE	ST:									
ANNII	E MAE MU	RHY,	 CLERK							



County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS THE POSSIBLE ACQUISITION AND RENOVATION OF THE OLD "WESTERN AUTO" BUILDING TO PROVIDE ADDITIONAL COURTHOUSE OFFICE SPACE NEEDS, AS AGENDAED BY COMMISSIONER PAGE.

MEETING DATE REQUESTED:	December 15, 2015
Statement of Issue:	
Recommended Action:	
Fiscal Impact:	
Budgeted Expense:	
Submitted By:	
Contact: SUPPLEMENTAL	L MATERIAL / ISSUE ANALYSIS
History, Facts & Issues:	
Options:	
Attachments:	



County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS UNFINISHED BUSINESS FROM 2015 AND TO MAKE DECISIONS AS DEEMED NECESSARY, AS AGENDAED BY COMMISSIONER FEAGLE.



MEETING DATE REQUESTED: DECEMBER 15, 2015

Statement of Issue:

THERE ARE SEVERAL PROJECTS STILL PENDING AT

THE CLOSE OF 2015:

1. UPKEEP OF COUNTY PARKS

2. BOAT RAMP FEES/HOW TO PAY/CITATIONS/STICKERS

3. NEW BUILDING FOR SUPERVISOR OF ELECTIONS

4. POLLING PLACE IN SHADY GROVE

5. PROJECT SCHEDULES OVERALL

Recommende	d Action:
------------	-----------

Fiscal Impact:

**Budgeted Expense:** 

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

### **Margaret Dunn**

From: Dustin Hinkel

Sent: Tuesday, December 8, 2015 1:34 PM

To: Pam Feagle

Cc: Margaret Dunn; Board Item (52281\_50976.tl431737@tasks.teamwork.com)

**Subject:** RE: Shady Grove Community Center

Yes ma'am, we will get it on the agenda.

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: Pam Feagle

Sent: Tuesday, December 08, 2015 1:32 PM

To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>

Subject: Re: Joe Mattingly

Thank you. Also add to board agenda Shady Grove Community Center. We need to discuss funding for a new com center there.

Sent from my iPhone

On Dec 8, 2015, at 11:30 AM, Dustin Hinkel < <a href="mailto:dustin.hinkel@taylorcountygov.com">dustin.hinkel@taylorcountygov.com</a>> wrote:

Of course, Commissioner. I have reached out to a community who uses a unit for boat launching that I think would work well for us.

Thanks!

#### **Dustin Hinkel**

County Administrator
Taylor County Board of County Commissioners

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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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From: Pam Feagle

Sent: Thursday, December 03, 2015 5:02 PM

To: Dustin Hinkel < dustin.hinkel@taylorcountygov.com>

Subject: Re: Joe Mattingly

I've given more thought to the ticket dispenser option. It needs to be like a vending machine that will take all money and give change and accept credit/debit cards. We would certainly need a maintenance agreement and I think we need surveillance. The cemetery on Cabbage Grove Rd has signs posted by the sherif' office stating there is surveillance and nobody messes with an unlocked church or the grounds. I want to discuss it at next board meeting and also pls agenda "2015 unfinished business: park upkeep, boat ramp issues, project schedules, Sup of Elections new bldg and a voting precinct in Shady Grove". Thanks, Pam

Sent from my iPhone

On Dec 3, 2015, at 4:48 PM, Dustin Hinkel <a href="mailto:dustin.hinkel@taylorcountygov.com">dustin.hinkel@taylorcountygov.com</a> wrote:

Yes ma'am. This must be an option that goes before the Board as means to improve our efficiency in this arena. We will research and incorporate it into our proposal.

Thanks!

#### **Dustin Hinkel**

County Administrator
Taylor County Board of County Commissioners

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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: Pam Feagle

Sent: Wednesday, December 02, 2015 11:38 AM

To: Dustin Hinkel < dustin.hinkel@taylorcountygov.com>

**Cc:** Margaret Dunn < <u>margaret.dunn@taylorcountygov.com</u>>; Gary Wambolt

<gary.wambolt@taylorcountygov.com>

Subject: RE: Joe Mattingly

If you google automatic ticket dispensers there are lots of options. Maybe there is one that would work for us. I think we should look at the options. The phone idea is ok but for me, if I'm on a fishing trip and anxious to get my boat in the water, I don't want to screw around with a phone trying to buy a fishing ticket. I want to slide my money or credit card in a slot and get going in about 1 minute or less. Thanks, Pam

From: Dustin Hinkel

Sent: Wednesday, December 02, 2015 11:22 AM

To: Pam Feagle

Cc: Margaret Dunn; Gary Wambolt

**Subject:** RE: Joe Mattingly

I agree that this is very disturbing. I went out there and looked for myself and that box is completely inadequate. Gary is working on having a replacement box up very, very soon.

Thanks!

### **Dustin Hinkel**

County Administrator
Taylor County Board of County Commissioners

<u>Click here to sign up for instant severe weather alerts and updates via email and text message!</u>

Office 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: Pam Feagle

Sent: Tuesday, November 24, 2015 8:20 AM

To: Dustin Hinkel
Cc: Margaret Dunn
Subject: Joe Mattingly

#### Good Morning,

This message from Mr. Mattingly is disturbing! There must be a way for people to pay, especially if we are giving out citations. There should be no excuse for this to happen. We have not fixed our problem yet. We appear to be a loosely run operation. Please put boat ramp issues on the Dec 15 BOCC agenda for discussion. Thanks, Pam

11- 23- 15	Joe Mattingly	Ellison Frith Rd	843-0432	Joe Mattingly states in a text to me 11-23-15 " The good news is I've been checking the Mandalay ramp for trucks displaying pass and well over 90% pay when envelopes are present and the bad news most of the time like today there are NO envelopes!  "Email to DH/MD 11-24-15
------------------	---------------	------------------	----------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS THE OLD HOSPITAL AND TAKE ANY ACTION DEEMED NECESSARY, AS AGENDAED BY COMMISSIONER DEVANE



MEETING DATE REQUESTED: DECEMBER 15 2015

MEETING DATE KE	AOESTED.	DECEIVIBEN 13, 2013
Statement of Issue:		
Recommended Action	on:	
Fiscal Impact:		
Budgeted Expense:		
Submitted By:		
Contact:	<u>UPPLEMENTA</u>	L MATERIAL / ISSUE ANALYSIS
History, Facts & Issu	ies:	
Options:		
Attachments:		



SUBJECT/TITLE:



County Commission Agenda Item
THE BOARD TO DISCUSS THE SHADY GROVE COMMUNITY CENTER AND TAKE ANY ACTION DEEMED NECESSARY, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:	DECEMBER 15, 2015
Statement of Issue:	
Recommended Action:	
Fiscal Impact:	
Budgeted Expense:	
Submitted By:	
Contact: <u>SUPPLEMENTA</u>	L MATERIAL / ISSUE ANALYSIS
History, Facts & Issues:	
Options:	
Attachments:	

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND ADOPT ITS FY 2014 RULES OF PROCEDURE FOR FY 15, AS AGENDAED BY THE COUNTY ADMINISTRATOR.



	L		
MEETING DATE RI	EQUESTED:	DECEMBER 15	. 2015

Statement of Issue:

**Recommended Action:** 

**Fiscal Impact:** 

**Budgeted Expense:** 

Submitted By:

Contact:

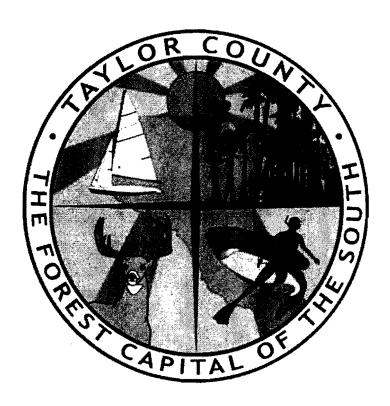
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

**Options:** 

Attachments:

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONER'S



FY 2014

**RULES OF PROCEDURE** 



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIÉ MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax JACK R. BROWN, County Administrator 201 East Green Street Penry, Florida 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Flonde 32348 (850) 584-6113 Phone (850) 584-2433 Fax

December 17, 2013

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. <u>Florida Statute Chapter</u> 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioner's Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commission's Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

dopted in registar session December 17, 2013.

Annie MAE MURPHY, Clerk

MACOUNT BACE Chair

**BOARD OF COUNTY COMMISSIONERS** 

2

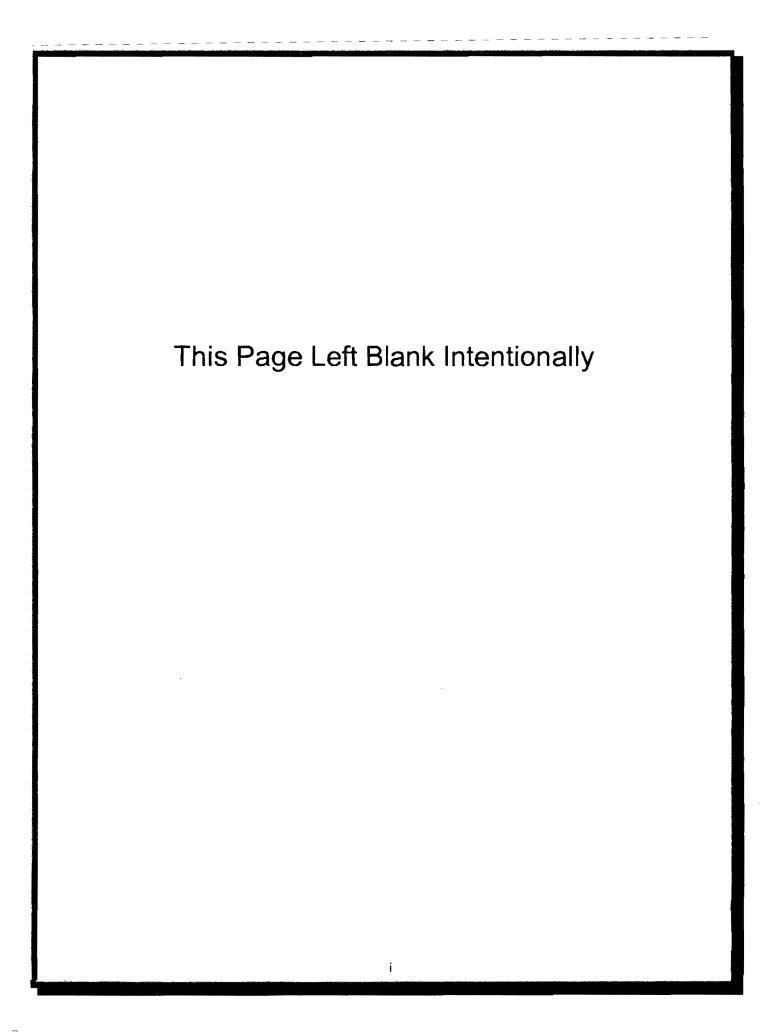
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### SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

- 1: <u>Board Meetings -Open to the Public</u>. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.
- (a) The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.
- (b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.
- (c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.
- (d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.
- (e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.
- 2: <u>Appearance Before the Commission</u>. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:
- (a) After being recognized, the person should:
  - step up to the speaker's rostrum and give her/his name and home address:
  - unless further time is granted by the Chair, limit the comments to three minutes;
  - address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
  - Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
  - NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak

on Agendaed Items form," see attachment 2, page 20.

- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.
- 3: <u>Public Comments and Inquiries for Non Agendaed Items</u>. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:
- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair should, then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

- (c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.
- 4: <u>Commission Meetings -Regular</u>. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1<sup>st</sup> Monday and 3<sup>rd</sup> Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.
- (a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.
- 5: <u>Commission Meetings Special (Requires a Minimum of 24 hrs Notice)</u>. The Chair, any two Commissioners, or the County Administrator may call a special meeting.
- (a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.
- (b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.
- (c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.
- (d) Special meetings may be scheduled on days or evenings.
- (e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.
- (f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

- **6:** <u>Commission Meetings Emergency.</u> Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.
- (a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.
- (b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.
- (c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.
- (d) Emergency meetings may be scheduled on days or evenings.
- (e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.
- (f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

### 7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.

- (a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.
- (b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. the 4<sup>th</sup> Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then would have to declare an emergency and enter into an emergency meeting as detailed above.

### 8: Public Hearings; Time; Location.

- (a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.
- (b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.
- (c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

### 9: Public Hearing; Procedures.

- (a) General Public Hearings The procedures to be followed for public hearings are, generally, as follows:
- (1) The County Administrator or his/her designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.
- (2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.
- (3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.
- (4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.
- (b) Quasi-Judicial Hearings The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

(2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-part communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission
- (4) The County Administrator or his/his designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.
  - (5) The applicant for a land use change or his/her representative will make a

presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

- (6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.
  - (7) There will be an opportunity for applicant rebuttal and staff closing comments.
- (8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

### (c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

- (1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
- (2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.
- (3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.
- 10: <u>Public Records</u>; <u>Inspection</u>; <u>Duplication</u>. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.
- (a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

- (b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the Clerk of the Courts Office and a copy of the request forwarded to the County Administrator. The cost is as established by law.
- (c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.
- 11: <u>Commission Mail; Circulation; Public Review and Duplication</u>. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.
- (a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.
- (b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.
- (c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

### SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

- 12: <u>Preparation of Agenda</u>. The Clerk is responsible for the preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall prepare the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator will meet to discuss each agenda.
- (a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., the week prior to the scheduled Commission Meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.
- (b) Presentations will normally not exceed fifteen (15) minutes in length.
- (c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.
- 13: <u>Agenda Material</u>. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be mailed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1<sup>st</sup> floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347
- (a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator.

### 14: Meeting; Order of Business.

- (a) The business of all regular meetings of the Commission should be transacted as follows provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.
- (1) Invocation and Pledge of Allegiance The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

- (2) Adjustments and Approval of the Regular, Consent and Public Hearing Agenda except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the consent or general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. Authorization to advertise ordinances may be placed on the consent agenda. A motion to approve the agenda:
  - (a) approves any amendments to the Regular and Consent Agenda;
  - (b) adopts the Regular Agenda; and
  - (c) approves all items on the Consent Agenda to stay on the Consent Agenda. The County Administrator may place items on the consent agenda which are: routine or technical in nature, have been previously discussed by the Board, resolutions of a routine nature authorization to advertise ordinances, public hearings, bid specifications, items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda and other items as authorized by the board.
  - (3) Approval of Minutes from previous meetings
  - (4) Awards/Recognitions
  - (5) Comments and Concern from the Public for Non Agendaed Items
  - (6) Approval of the Consent Agenda
  - (7) Bids/Public Hearings
  - (8) Hospital Items
  - (9) Public Requests Agendaed
  - (10) Advisory Committee Reports
  - (11) Constitutional Officers/Other Governmental Units
  - (12) General Business
  - (13) County Staff Items
  - (14) County Attorney
  - (15) County Administrator
  - (17) Comments and Concern from the Public for Non Agendaed Items
  - (18) Examination and Approval of Invoices

- (19) Commissioner Comments Board Informational Items
- (20) Motion to Adjourn
- (b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.
- (c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.
- 15: Quorum. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).
- 16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sherift's Office shall be present to provide security and assistance in maintaining order.
- 17: <u>County Attorney Parliamentarian</u>. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.
- 18: <u>Clerk of the Court Minutes</u>. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.
- (a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.
- (b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

- 19: <u>Sergeant at Arms.</u> The Sheriff's, designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:
- (a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.
- (b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.
- (c) If the disruption fails to stop:
- (1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.
- (2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.
- (3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."
- 20: <u>Rules of Order and Debate</u>. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.
- (a) The maker of a motion shall be entitled to the floor first for debate.
- (b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.
- (c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.
- 21: Voting. The votes during all Commission meetings should be transacted as follows:
- (a) In order to expedite business, the Chair shall determine whether to call a simple vote

(all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

- (b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.
- (c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.
- (d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.
- 22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.
- 23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.
- (a) Emergency Ordinances. By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.
- 24: <u>Resolutions</u>. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: <u>Motions</u>. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

- 26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.
- 27: <u>Rescinding Action Previously Taken</u>. Refer to examples of properly made motions in Attachment 5, page 23.

### **SECTION III - GENERAL PROVISIONS**

28: <u>Newly-Elected Commissioners</u>. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program.

- 29: <u>Election of Chair and Vice-Chair.</u> The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:
- (a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.
- (b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.
- (c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.
- 30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:
- (a) Call the meeting to order, having ascertained that a quorum is present;
- (b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;
- (c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;
- (d) Expedite business in every way compatible with the rights of members;
- (e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the

Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

- (f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;
- (g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.
- (h) Assign Commissioner's seats in the commission chambers.
- (i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.
- (j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.
- 31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

- (a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.
- (b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.
- (c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.
- (d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.
- 32: <u>Commissioners Appointment to Boards and Committees</u>. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.
- (a) A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.
- (b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.
- (c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

- (d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.
- 33: Appointment by the Board of County Commissioners of Citzens to serve on Boards and Committees. The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).
- (a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.
- (b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.
- (b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.
- 34: <u>Suspension and Construction of Rules.</u> Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure should be reviewed and if applicable, adopted not later than the second meeting of each November or as soon thereafter as practicable.

### Attachment 1: Request to Speak for Non-Agendaed Items.

MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

JACK R. BROWN, County Administrator 201 East Green Street Perry, Flonda 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Flonda 32348 (850) 584-6113 Phone (850) 584-2433 Fax

### Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for two minutes. In most cases you will not receive an immediate response. They may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

### Request to Speak on Non-Agendaed Items

Name	Date
Group/Organization you represent, if any:	
Phone:	Email:
Topic:	

### Attachment 2: Request to Speak for Agendaed Items.

MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax JACK R. BROWN, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7. Phone (850) 838-3501. Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Flonds 32348 [850) 584-6113 Phone (850) 584-2433 Fax

### Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed Items. Each individual is allowed to speak for two minutes per Item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

### Request to Speak on Agendaed Items

Name	Date
Group/Organization you represent, if any:	
Phone:	Email:
Agenda item Number: Topic:	

### Attachment 3: Request to Amend Suggested Agenda.

MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax

### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

JACK R. BROWN, County Administrator 201 East Green Street Perry, Flonda 32347 (850) 838-3500, extension 7. Phone (850) 838-3501. Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Fionda 32348 (850) 584-613 Phone (850) 584-2433 Fax

### Request to Amend Suggested Agenda

1: Date of Meeting Agenda	to be amer	nded.	
2: <u>Position of Person Maki</u>	ing the requ	uest. (Circle one)	
County Commissioner,	Clerk,	County Administrator,	County Attorney
3: Name of Person Making	the reques	<u>st.</u>	
Please move the following it number):	tems from th	he consent to the regular agenda	a (may refer by
Please place the following to backup or explanation). Please sign	opics on the	regular or consent agenda (use	additional pages for

### Attachment 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



ANNIE MAE MURPHY, Clerk Post Office Box 820 Perry, Flonda 32348 (850) 838-3506 Phone (850) 838-3549 Fax

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

JACK R. BROWN, County Administrator 201 East Green Street Perry, Flonda 32347 (850) 838-3500, extension 7. Phone (850) 838-3501. Fax CONRAD C. BISMOP, JR., County Attorney Post Office Box 167 Perry, Flonda 32348 (850) 584-6113, Phone (850) 584-2433, Fax

### **Board and Committee Applicants Ranking Form**

Date:	<del></del>
Commissioner:	
Note: Rank applicants as follows the best a two, etc.	ipplicant is #1; the second best is number
Applicant Name:	Rank Applicants 1-10

### **Attachment 5: Examples of Motions.**

1: Main Motion. "Mr. Chair/Madam Chair, I move...." Requires a second – is debatable.

### 2: Subsidiary Motions:

<ol><li>a. Amend; "</li></ol>	'Mr. Chair/Madam Cha	air, I move to amend the motion.", "Mr. Chair/Madan
Chair, I move to:	strike the word(s)	.", "Mr. Chair/Madam Chair, I move to insert
the word(s)	and strike the we	ord(s)" Requires a second – majority vote
necessary for app	roval.	

- b. **Refer**: "Mr. Chair/Madam Chair, I move we refer the question to...."Requires a second majority vote necessary for passage limited debate.
- c. **Defer to a time certain (postpone)**: "Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time)." Requires a second majority vote necessary for passage not debatable.
- d. Limit Discussion or Debate: "Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second a vote of a majority of the members present shall be required to pass. The motion is not debatable.
- c. Call the Question: "Mr. Chair/Madam Chair, I call the question." OR "I move to close discussion." A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.
- f. Amend Something Previously Adopted: "Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by..." Second is required is debatable a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.
- g. **Reconsider**: "Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion)." Second is required majority vote necessary for passage is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.
- h. **Rescind**: "Mr. Chair/Madam Chair, I move to rescind the ...." Second is required majority vote with previous notice discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

### 3: Incidental Motions.

- a. **Point of Order**: "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered)." Second is required majority vote necessary for passage discussion shall be allowed on why it should be divided.
- c. Consider by paragraph or seriatim: "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." Second is required majority vote necessary for passage discussion shall be brief on the necessity for the action.
- d. Withdrawing a Motion: "Mr. Chair/Madam Chair, I withdraw the motion." The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. Appeal the decision (of the Chair): "I appeal the decision of the Chair." Second is required a majority or tie vote upholds the Chair's decision debate on motion to appeal is allowed with the Chair speaking first and last.

### 4: Privileged Motions.

- a. **Adjourn:** "Mr. Chair/Madam Chair, I move to adjourn." Requires a second majority vote necessary for passage there can be no discussion.
- b. Motions of Privilege: "I rise to a question of privilege affecting the meeting." OR "I rise to a question of personal privilege." The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. Recess: "Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess)." Second is required majority vote necessary for passage there can be no discussion on the motion. The Chair may call for a recess, when necessary.

### Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

**Adopt**: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the "aye" or "yes" vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. Chair: the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

**Board (The Board of County Commissioners)**: The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

**Debate**: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

**Defer**: to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

**Delegation of Authority**: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

**Demand**: an assertion of a parliamentary right by a member of the Commission.

**Dilatory Motions or Tactics**: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

**Discretionary Duty**: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

**Executive Session**: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

**Ex-officio**: a person who is assigned to a board or committee by virtue of the office they hold.

**Floor (as in "you have the floor"):** when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

**General Consent**: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

**Hearing**: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not

subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

**Objection**: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

**Pending Motion**: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

**Precedence**: the rank or priority governing the motion.

**Precedent**: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

**Quorum**: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

**Recognition**: acknowledgement by the Chair, giving a member sole right to speak.

**Reconsider**: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

**Resolution**: a formal motion, usually in writing, and introduced by the word "resolved," that is presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

**Restricted Discussion**: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

**Second**: after a motion has been proposed, the statement "I second the motion" by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the "ayes" and "nays". A person voting "aye" shall be in favor and a person voting "nay" shall be opposed. :"Aye" may never be used to vote in opposition.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND APPROVE A PROPOSED EXTENSION FOR THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION GRANT AGREEMENT FWC-14025. AMENDMENT #1. FOR ARTIFICIAL REEF CONSTRUCTION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

**DECEMBER 15, 2015** 

Statement of Issue:

UNFORESEEN CIRCUMSTANCES HAVE DELAYED THE

FULL DEPLOYMENT OF THE ARTIFICIAL REEF

MATERIALS OFF STEINHATCHEE. THE GRANT DEADLINE IS DECEMBER 31, 2015. THE PROPOSED EXTENSION MOVES THE DEADLINE TO JUNE 30, 2016. THE GRANT IS

VALUED AT \$120,000 (2 GRANTS AT \$60,000 EACH).

Recommended Action: APPROVE THE EXTENSION.

Fiscal Impact:

AS NOTED

**Budgeted Expense:** 

Submitted By:

**COUNTY ADMINISTRATOR 850-838-3500 X 7** 

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

**Options:** 

Attachments:

### **Margaret Dunn**

From: Edwards,Jessica Lundy <jess.edwards@ufl.edu>

Sent: Tuesday, December 8, 2015 4:19 PM

To: Dustin Hinkel
Cc: Margaret Dunn

**Subject:** FW: Coleen Marine contract extension

Attachments: Transmittal Letter \_Draft Grant\_ \_14025-A1.pdf; Contract Amendment FWC-14025-

A1.pdf

From: Mille, Keith [mailto:keith.mille@MyFWC.com]

Sent: Friday, December 04, 2015 9:49 AM

To: Edwards, Jessica Lundy < jess.edwards@ufl.edu>

Cc: Olson, Clay B < cbolson@ufl.edu>

Subject: RE: Coleen Marine contract extension

Hi Jessica. Thanks for checking in on the time extension. Attached is a digital copy of the amendment. Can you print two originals, sign and return to me? Alternatively, I could FedEx you the originals. Please let me know by what date you expect the County will be able to sign the amendment. Keith

From: Edwards, Jessica Lundy [mailto:jess.edwards@ufl.edu]

**Sent:** Thursday, December 03, 2015 3:50 PM **To:** Mille, Keith < <u>keith.mille@MyFWC.com</u>>

Cc: Olson, Clay B < cbolson@ufl.edu>

Subject: Coleen Marine contract extension

Kieth- Please keep me informed on the status of the Coleen Marine contract extension.

## Jessica Lundy Edwards

Administrative Extension Secretary *UF/IFAS Taylor County Extension* 203 Forest Park Drive Perry, FL 32348 Phone:850-838-3508 Fax:850-838-3546

Email: jess.edwards@ufl.edu Website: taylor.ifas.ufl.edu





Florida Fish and Wildlife Conservation Commission

Commissioners Brian Yablonski Chairman Tallahassee

Aliese P. "Liesa" Priddy Vice Chairman Immokalee

Ronald M. Bergeron Fort Lauderdale

Richard Hanas Oviedo

Bo Rivard Panama City

Charles W. Roberts III
Tallahassee

Robert A. Spottswood Key West

Executive Staff
Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Jennifer Fitzwater Chief of Staff

Division of Marine Fisheries Management Jessica McCawley Director

(850) 487-0554 (850) 487-4847 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street Tallahassee, Florida 32399-1600 Voice: (850) 488-4676

Hearing/speech-impaired: (800) 955-8771 (T) (800) 955-8770 (V)

MyFWC.com

December 4, 2015

Jessica Edwards UF/IFAS Taylor County Extension 203 Forest Park Dr. Perry, FL 32348

RE: Grant Agreement FWC-14025, Amendment #1
Artificial Reef Construction, no-cost time extension

Dear Ms. Edwards:

Please find enclosed two (2) original copies of the above referenced Grant Agreement Amendment #1 for your review and signature. The amendment extends the grant expiration date from December 31, 2015 to June 30, 2016. Please sign and date both copies and return all signed copies to me by courier service as soon as possible, no later than Monday December 28, 2015 to ensure FWC will have sufficient time to execute the amendment prior to the December 31, 2015 expiration date.

Please scan and email a digital copy to the email address below and FedEx the originals to the following address:

Keith Mille FWC Division of Marine Fisheries Management 2590 Executive Center Circle East, Suite 203 Tallahassee, Florida 32301

Upon execution of the Grant Agreement Amendment by the Florida Fish and Wildlife Conservation Commission, an original, signed copy will be returned for your file.

If you have any questions regarding the Grant Agreement, please contact me at (850) 617-9633 or by email at keith.mille@myfwc.com.

Sincerely,

Keith Mille, Fisheries Biologist IV

Artificial Reef Program

Division of Marine Fisheries Management

### STATE OF FLORIDA FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

### AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 14025, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Taylor County, FEID # 59-6000879, whose address is 201 East Green Street, Perry, FL 32347, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

 Section #3 of the Original Agreement is hereby amended to extend the termination date from December 31, 2015 to June 30, 2016, unless terminated sooner pursuant to the terms of the Original Agreement.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

TAYLOR COUNTY	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Name:	Name:
Title:	Title:
Date:	Date:
	Approved as to form and legality by FWC Attorney:

### STATE OF FLORIDA FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

### AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 14025, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Taylor County, FEID # 59-6000879, whose address is 201 East Green Street, Perry, FL 32347, hereinafter "Grantee", collectively, "Parties".

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TAYLOR COUNTY	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Name:	Name:
Title:	Title:
Date:	Date:
	Approved as to form and legality by FWC Attorney:



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Proposed Scope of Services and Fee Proposal for the Feasibility Study and Preliminary Plans for the Steinhatchee River Bridge Lighting Project with AVCON, Inc.

MEETING DATE REQUESTED:

December 15, 2015

Statement of Issue: Board to review and approve Proposed Scope of Services and

Fee Proposal for the Steinhatchee River Bridge Project for preliminary plans and studies which would be required by FDOT, Army Corps of Engineers, and the U.S. Coast Guard for the proposed Steinhatchee River Bridge

**Lighting Project.** 

Recommended Action: Approve Proposed Scope of Services and Fee Proposal

with AVCON, Inc. for the Steinhatchee River Bridge

Lighting Project.

Fiscal Impact: The Feasiblity Study and Preliminary Plans have a cost of \$24,580 plus the rendering costs. The project will be paid for with funds donated by

Frank Jackson.

Budgeted Expense: Y/N

Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Frank Jackson donated funds to Taylor County in

December 2014 and he and his family have requested the funds be used to light the Steinhatchee River Bridge. Staff has met with the Jackson family and it is understood the project will have an estimated cost of \$300,000 plus the required planning, design and engineering costs. The Jackson's have indicated they will fund the entire cost of the project. The County Administrator and staff met with Jim Hunt who the family has designated to represent them. on December 7 and he approved the Proposed Scope of Services and Fee Proposal using the funding which has been donated to the County from Mr. Jackson. County

staff has been in contact with FDOT for additional guidance on the proposed project.

ATTACHMENTS: Proposed Scope of Services and Fee Proposal, Agreement For Professional Airport General Consulting Services between Taylor County Board of Commissioners and AVCON, Inc. and Amendment No. 1 to Agreement.





320 Bayshore Drive, Suite A Niceville, Florida 32578 Phone: (850) 678-0050 Fax: (850) 678-0040 www.avconinc.com

December 4, 2015

Ms. Melody Cox **Taylor County** 201 East Green Street Perry, Florida 32547

Reference:

Proposed Scope of Services and Fee Proposal

Professional Engineering Services
Feasibility Study and Preliminary Plans

Street Level and Aesthetic Lighting on Steinhatchee River Bridge

**Taylor County, Florida** 

Dear Ms. Cox:

Pursuant to our discussions on this matter, please find enclosed our Scope of Services and Fee Proposal for the above-referenced project.

We propose to finalize the report within a mutually agreed upon schedule (exclusive of review times) not to exceed 120 calendar days. The lump sum fee for this work shall be \$24,580.00 plus the actual costs invoiced by a qualified subconsultant to prepare the project rendering.

Feel free to let us know if you have any initial comments or questions regarding the scope of our proposal. We appreciate the opportunity to assist you on this important project for Taylor County.

Sincerely, AVCON, INC.		Concurrence f County Commissioners
	Ву:	
	Authorized :	Signature
Virgil C. "Lee" Lewis, P.E. Regional Manager		_
	Printed	Name
Enclosure		
	Title	Date

### PROPOSED SCOPE OF SERVICES AND FEE PROPOSAL

# PROFESSIONAL ENGINEERING SERVICES FEASIBILITY STUDY/PRELIMINARY ENGINEERING STREET LEVEL AND AESTHETIC LIGHTING FOR STEINHATCHEE RIVER BRIDGE TAYLOR COUNTY, FLORIDA December 4, 2015

### 1. Section 1.0 - GENERAL SCOPE OF PROJECT

Perform field investigation and inventory, conceptual engineering and preliminary plans, develop project costs, and conduct meetings with FDOT and County Staff. This scope also includes one presentation to Taylor County Board of County Commissioners to present the findings of this project.

### 2. Section 2.0 - PROJECT BACKGROUND

The Steinhatchee River Bridge is located in the City of Steinhatchee in Taylor County at a prominent point in the city. This bridge does not have street level lighting or aesthetic lighting to highlight its architectural features. Taylor County is interested in providing this level of architectural lighting for the structure to serve as a draw for residents and visitors to the area. The bridge is owned by the FDOT and the County will need to coordinate permits from the Department to allow for the installation of street and aesthetic lighting and related improvements. The purpose of this engineering study will be to assess the attachment of new lights to the existing structure, evaluate the availability of raceways for power and controls to the lights, or the ability to install new conduits to the existing structure. The study will examine various lighting options and associated costs and present the findings to the County.

### 3. Section 3.0 – PROJECT OBJECTIVE

The objective for the project is to assess the existing bridge and available raceways to carry new power (and possible control) cables for new street level and aesthetic lighting. If needed, new routes for power and control raceways shall be identified and drawn on preliminary design plans. The ultimate goal is to perform a preliminary engineering assessment and associated cost feasibility and permitting requirements of providing aesthetic lighting for the Steinhatchee River Bridge. The County will evaluate the findings and make a decision to move forward with the final design and construction of the project based on the findings of this study.

### 4. Section 4.0 – SCOPE OF SERVICES

**AVCON** will provide technical services to accomplish the Feasibility study and Preliminary Plans for the project. The following tasks are proposed:

Project Kick-off Meeting. The Consultant shall attend a project meeting to review the
project scope, schedule and deliverables with the County. Following the meeting the
Consultant shall perform a site visit to identify design features and details needed to
install new street level and aesthetic lighting for the bridge. Existing power service
shall be reviewed for capacity to provide additional power to the bridge.

- 2. Record drawing review. The Consultant shall review the record drawings provided by the FDOT. Existing raceway capacity shall be estimated for future field verification.
- 3. The Consultant shall field verify the raceway capacity and routing and perform photographic documentation of existing conditions. The detailed walk-thru shall encompass the entire length of the bridge deck and superstructure elements.
- 4. The Consultant shall utilize the record drawings to develop a set of preliminary plans (in CAD or in PDF). The features relevant to the project shall be schematically depicted in the plans with less emphasis on the overall bridge structural details. The plans shall be utilized to indicate the fixture locations, attachment details, conduit routing and wiring details for review by the County Engineer.
- 5. The preliminary plans and design criteria shall be coordinated with the FDOT, Coast Guard and US Army Corps of Engineers (ACOE) to gain their approval with the aesthetic lighting concepts and details. One particular design aspect that needs to be established is the historic water levels in the river to ensure the fixtures are installed at proper elevations above the splash zone. It is assumed that no environmental impacts will be created due to the new lighting.
- 6. The lighting and conduit attachment details shall be prepared and refined and load calculations performed to seek approval from the FDOT permit coordinator.
- 7. Two (2) lighting concepts shall be evaluated for the County's review. Only one of these concepts shall be refined with various levels of controls for the final County's review for concept selection. The fixture types (LED) and wattages shall be identified and a project rendering prepared for evaluation by the County. The feasibility report (with cost estimate) shall be documented.
- 8. The findings shall be summarized in PowerPoint format and presented to County Staff.
- 9. The final report and preliminary plans shall be submitted to the County.

### **Deliverables:**

• Power point presentation; Four (4) sets of final report and preliminary plans

### 5. Section 5.0 - COMPENSATION

All work performed under this Agreement, with the exception of preparation of the project rendering referenced in Section 4.0, Task 7, shall be compensated for on a Lump Sum basis. The Lump Sum fee for the services identified in this Scope of Work shall be Twenty-Four Thousand, Five Hundred Eighty dollars (\$24,580.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.

The project rendering referenced in Section 4.0, Task 7, shall be prepared by an approved subconsultant. Consultant shall be reimbursed for the actual costs invoiced by this subconsultant without administrative markup. It is estimated that the subconsultant costs to prepare this project rendering will range between \$4,000 and \$8,000 depending on the level of detail and quality desired by the County.

### 6. Section 6.0 - DIRECT NON-SALARY EXPENSES

All job related travel, job related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services and printing and plotting costs associated with preparation of contract documents are included in the Lump Sum Fee for this task order as indicated in the accompanying fee derivation spreadsheet.

### 7. Section 7.0 - ADDITIONAL SERVICES

Additional services may be added to this Task Order during the course of work based upon agreed Lump Sum or NTE fees. No work shall be undertaken in accordance with any additional service tasks without the prior written authorization of Taylor County. There are no design, permitting, bidding, pre-construction or construction phase services included within this proposal.

### AMENDMENT NO. 1

to

### AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES

between the

### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

and

### AVCON, INC.

The purpose of this amendment is to execute the first of two one-year contract renewals for the Agreement for Professional Airport General Consulting Services between the Taylor County Board of County Commissioners and AVCON INC.

This amendment is made as of the day of April, 2015 by and between Taylor County Board of County Commissioners (hereinafter referred to as "CLIENT") and AVCON, INC. (hereinafter referred to as "CONSULTANT") and modifies the Agreement for Professional Airport General Consulting Services (the "AGREEMENT") entered into on November 20, 2012. CLIENT and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

 The CLIENT agrees to award the first one-year contract renewal referenced in Section 5.2 of the above referenced AGREEMENT. This renewal will extend the contract expiration date from November 20, 2015 to November 20, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

CLIENT: Taylor County Board of County Commissioners	CONSULTANT: AVCON, INC.
The state of the s	By: Sandy Sigh
Typed Name: Patricia Patterson	Typed Name: Sandeep Singh, P.E.
Title: Chair	Title: President

# AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES

#### between the

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS and

### AVCON, INC.

THIS AGREEMENT for professional airport general consulting services (the "Agreement"), is made and entered into as of the 20th day of November, 2012, by and between the Taylor County Board of County Commissioners, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at 201 East Green Street, Perry, Florida 32347 (hereinafter referred to as "COUNTY"), and AVCON, INC., a Florida corporation with a business address at 5555 East Michigan Street, Suite 200 Orlando, Florida 32822 (hereinafter referred to as "CONSULTANT").

### WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of the CONSULTANT to provide professional engineering, planning, design, permitting, and construction management services for the Perry-Foley Airport (40J); and

WHEREAS, the CONSULTANT has stated that it is qualified, willing and able to perform the professional engineering, planning, design, permitting, and construction management services required on the terms and conditions hereinafter set forth; and

WHEREAS, the COUNTY has given public notice of the professional engineering, planning, design, permitting, and construction management services to be considered pursuant to this Agreement, and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14C, 49 CFR Part 18 and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (1993).

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE 1: BASIC SERVICES**

1.1 The Basic Services of the CONSULTANT required under this Agreement by the COUNTY shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 1 attached hereto.

- 1.2 The CONSULTANT shall provide for the COUNTY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. Compensation shall be limited to the amount as mutually agreed upon by the CONSULTANT and COUNTY and shall be subject to approval by the Federal Aviation Administration for federally funded work and the Florida Department of Transportation for state-funded work, as applicable. The CONSULTANT's Services will be paid for by the COUNTY for Services under each authorized Task Order as indicated in Article 7 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 3 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order. The CONSULTANT is solely responsible to the COUNTY for correcting errors resulting from the CONSULTANT'S faulty or inaccurate performance.

### ARTICLE 2: APDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the COUNTY, the CONSULTANT shall furnish Additional Services pursuant to this Agreement, which are considered by the COUNTY to be beyond the scope of an authorized Task Order. Additional services shall be documented by an additional Task Order and paid for by the COUNTY as indicated in Article 7 hereof.

### ARTICLE 3: OBLIGATIONS OF THE COUNTY

- 3.1 The COUNTY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 3.2 The COUNTY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 3.3 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.
- 3.4 The COUNTY and the COUNTY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work.
- 3.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the COUNTY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.

3.6 The COUNTY shall examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents and shall render in writing decisions required by the COUNTY in a timely manner.

### **ARTICLE 4: OBLIGATIONS OF THE CONSULTANT**

- 4.1 <u>Standard of Practice</u>: The standard of care applicable to CONSULTANT's Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 4.2 <u>Subsurface Investigations</u>: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the execution and costs of the authorized Services under this Agreement. These conditions and the execution/cost effects shall not be the responsibility of the CONSULTANT.

The CONSULTANT will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the CONSULTANT or its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The COUNTY recognizes, however, that such research may not identify all underground improvements and that the information upon which the CONSULTANT reasonably relies may contain errors or may be incomplete. Therefore, the COUNTY agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the CONSULTANT and anyone for whom the CONSULTANT may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by the CONSULTANT that are based on properly filed and available records of said underground improvements.

4.3 CONSULTANT's Personnel at Construction Site: The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If and as requested by the COUNTY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the COUNTY activities observed during construction. The CONSULTANT shall report to the COUNTY in a timely manner any observed health, safety, and other deficiencies in the work performed by the construction contractor(s) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- Construction Progress Payments: Recommendations by the CONSULTANT to the COUNTY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations shall not represent that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the monies paid; that title to any of the work, materials, or equipment has passed to the COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the COUNTY and the construction contractor(s) that affect the amount that should be paid.
- 4.5 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be limited to the sealed and signed hard copies.
- Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage testing to determine the extent of the issue, manage the necessary studies to recommend necessary remedial measures, and manage remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The COUNTY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.

### **ARTICLE 5: PERIOD OF SERVICE**

- 5.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders. The CONSULTANT shall perform authorized Services under this Agreement with due and reasonable diligence consistent with sound professional practices.
- 5.2 This Agreement shall remain in effect three (3) years from the date signed, unless sooner terminated as provided in Article 9 herein or extended by mutual agreement in writing. This Agreement may be renewed for an additional one-year period, two consecutive times.

5.3 The CONSULTANT shall give prompt written notice to the COUNTY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

### ARTICLE 6: REIMBURSABLE EXPENSES DEFINED

- 6.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT's independent professional associates or consultants, directly and indirectly in connection with the Services, such as expenses for transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, facsimiles and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Services-related items.
- 6.2 The CONSULTANT shall be compensated by the COUNTY for Reimbursable Expenses when and as identified in an authorized Task Order. The COUNTY's responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

### ARTICLE 7: PAYMENTS TO CONSULTANT

- 7.1 The COUNTY shall pay the CONSULTANT for Basic and Additional Services and Reimbursable Expenses on the basis set forth in Exhibit 2 attached herein and in each separately authorized Task Order.
- 7.2 The CONSULTANT shall submit monthly invoices to the COUNTY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Payment shall be made to the CONSULTANT within thirty (30) days following the COUNTY'S receipt of invoice.
- 7.3 Not Used.
- 7.4 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the COUNTY shall pay the undisputed portion. The COUNTY shall exercise reasonableness in disputing any bill or portion thereof.
- 7.5 If the COUNTY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 7 days' written notice to the COUNTY, suspend Services under this Agreement until paid in full.

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#### **ARTICLE 8: AUTHORIZED REPRESENTATIVE**

- 8.1 The COUNTY's Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the COUNTY's Authorized Representative. The COUNTY's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's Services.
- 8.2 The CONSULTANT's Authorized Representative and business address for Services under this Agreement is designated as follows:

Mr. Virgil C. "Lee" Lewis, P.E. Regional Manager AVCON, INC. 320 Bayshore Drive Suite A Niceville, Florida 32578 Telephone: 850-678-0050; Fax: 850-678-0040

The CONSULTANT's Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT's Authorized Representative.

8.3 The CONSULTANT's Authorized Representative shall not be changed without the prior written notice to and agreement of the COUNTY.

#### **ARTICLE 9: TERMINATION**

- 9.1 This Agreement may be terminated by either party at any time with or without cause upon giving fourteen (14) calendar days prior written notice. If this Agreement is so terminated, the COUNTY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to date of termination.
- 9.2 The COUNTY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the COUNTY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

#### ARTICLE 10: CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of a Multiple or Direct Labor Costs, Not-To-Exceed (NTE) fee, or Direct Personnel Expense shall be kept on the basis of generally accepted accounting principals and shall be available to the COUNTY or the COUNTY's representative at mutually convenient times.

### **ARTICLE 11: USE OF ELECTRONIC DELIVERABLES**

- 11.1 When transferring electronic deliverables, the CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of Services provided under this Agreement.
- 11.2 Hard copies issued to the COUNTY by the CONSULTANT and the information contained within the hard copies shall constitute the formal deliverables under this Agreement. Computer-generated electronic drawing files furnished by the CONSULTANT are for the COUNTY's convenience and any conclusions or information derived or obtained from these files will be at user's sole risk.

#### **ARTICLE 12: INDEMNIFICATION**

- 12.1 The CONSULTANT shall defend, indemnify, and hold the COUNTY and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts, errors, or omissions of the CONSULTANT, its agents or employees, arising from or relating to this Agreement.
- 12.2 The COUNTY shall defend, indemnify, and hold the CONSULTANT and its respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts or omissions of the COUNTY, its agents or employees, arising from or relating to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.
- 12.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the COUNTY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.

#### ARTICLE 13: INSURANCE

- 13.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:
  - 13.1.1 Worker's Compensation and Employer's Liability: Statutory
  - 13.1.2 Comprehensive General Liability:
    Bodily Injury and Property Damage Combined \$1,000,000/\$1,000,000
  - 13.1.3 Automobile Liability
    Bodily Injury and Property Damage Combined \$1,000,000/\$1,000,000

13.2 The duration of the CONSULTANT's insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. Certificate(s) of insurance shall name the COUNTY as an additional insured under the CONSULTANT's comprehensive general liability and automobile liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage.

### ARTICLE 14: CONTROLLING LAW/DISPUTE COSTS

- 14.1 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- 14.2 If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum.
- 14.3 In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.
- 14.4 Venue of any litigation shall be exclusively in the County of Taylor County, Florida.

### ARTICLE 15: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits for, the conduct of its business and the performance of Services pursuant hereto.

#### ARTICLE 16: SUCCESSORS AND ASSIGNS

- 16.1 This Agreement shall be binding upon the COUNTY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.
- 16.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the

benefit of any other party. Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent professional associates or subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

#### **ARTICLE 17: SUBCONSULTANTS**

- 17.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT design team:
  - Causseaux, Hewett, & Walpole, Inc. (CHW)
  - Cal-Tech Testing, Inc. (Cal-Tech)
  - NOVA Engineering & Environmental, Inc. (NOVA)
- 17.2 The CONSULTANT shall have the right, with the COUNTY'S prior written consent, which shall not be unreasonably withheld, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT's performance of the Basic Services and any Additional Services hereunder.
- 17.3 The CONSULTANT agrees, at the COUNTY's written request (which may be made by the COUNTY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the COUNTY in writing.

#### ARTICLE 18: PRIVILEGED INFORMATION

The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

#### **ARTICLE 19: NONDISCRIMINATION**

The CONSULTANT agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

#### **ARTICLE 20: CONTINGENCY FEES**

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 21: WARRANTY**

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the practice of the profession.

#### **ARTICLE 22: ESTIMATES OF PROBABLE COSTS**

If and as requested in an authorized Task Order, the CONSULTANT shall provide opinions of cost, financial analyses, economic feasibility projections, and schedules for Services to the best of its ability based on historical observations of the cost or price of labor and materials in comparable projects. The CONSULTANT makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

#### **ARTICLE 23: FORCE MAJEURE:**

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT. In any such event, the CONSULTANT's contract price and schedule shall be equitably adjusted.

#### ARTICLE 24: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the COUNTY's contractors, subcontractors, vendors or their employees and agents.

### ARTICLE 25: SHOP DRAWING REVIEW

- 25.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 25.2 The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. The CONSULTANT shall not be required to review partial submission or those for which submissions of correlated

items have not been received, until such time that full submission or correlated items are received.

#### **ARTICLE 26: WAIVER**

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

#### ARTICLE 27: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the COUNTY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the COUNTY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

#### ARTICLE 28: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **ARTICLE 29: NOTICES**

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to COUNTY:

Taylor County Board of County Commissioners

201 East Green Street Perry, Florida 32347

Attention: Ms. Melody Cox

If to CONSULTANT:

AVCON, INC.

320 Bayshore Drive, Suite A Niceville, Florida 32578

Attention: Mr. Virgil C. "Lee" Lewis, P.E.

### **ARTICLE 30: HEADINGS**

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

### **ARTICLE 31: ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 through 12, inclusive) together with Exhibit 1: Task Order, Exhibit 2: Compensation and Payment, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

Accepted by:
CONSULTANT
AVCON, INC.
By: Sandy Sigh
Printed Name: Sandeep Singh, P.E.
Title: President
ATTEST:
VIII
By:
Title: Regional Manager

### **EXHIBIT 1: TASK ORDER (SAMPLE)**

### Airport General Consulting Services Perry-Foley Airport

Task	Order	No.	
------	-------	-----	--

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the Taylor County Board of County Commissioners (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Airport General Consulting Services, dated October 17th, 2012, all of which terms and conditions are incorporated herein by reference.

	ich terms and conditions are incorporated herein by referen		
1. Task Location:	Perry-Foley Airport Perry, Florida		
2. Task Name:	•		
3. Task Description/Scope of	f Services:		
4. Compensation:			
5. Schedule:			
5. Deliverables:			
7. Other Considerations:			
Accepted by:	. Accepted by:		
Taylor County Board of County Commissioners	AVCON, Inc.		
Ву:	By:		
Printed Name:	Printed Name:		
Γitle:	Title:		
ATTEST:	ATTEST:		
Ву:	Ву:		
Printed Name:	Printed Name:		
Fitle:	Title:		

#### **EXHIBIT 2: COMPENSATION AND METHOD OF PAYMENT**

Professional Engineering, Planning, Design, and Construction Management Services
Perry-Foley Airport

Services to be performed by:

AVCON, INC. (CONSULTANT)

Client:

Taylor County Board of County Commissioners (COUNTY)

#### A. COMPENSATION

The COUNTY agrees to pay the CONSULTANT as compensation for all Services described with each separately authorized Task Order pursuant to this Agreement which such amount shall be payable to the CONSULTANT as provided below.

#### B. METHOD OF PAYMENT

The method of payment for all Services rendered under this Agreement shall be in accordance with the method of payment authorized under each separately authorized Task Order.

Lump Sum Amount:

Method of compensation for Basic Services and/or Additional Services rendered by the CONSULTANT for which a lump sum amount has been derived for such services based on the hourly rates and charges provided below and approved by the COUNTY in advance in writing. The COUNTY shall pay the CONSULTANT monthly for such services.

Hourly Rate Basis:

The parties may agree that the CONSULTANT shall provide Basic Services and/or Additional Services on an hourly rate basis based on the hourly rates and charges provided below and subject to negotiations. The COUNTY shall pay the CONSULTANT monthly for such services.

#### AVCON HOURLY RATES

PRINCIPAL	\$165.00
SENIOR PROJECT MANAGER	\$145.00
PROJECT MANAGER	\$125.00
SENIOR ENGINEER	\$115.00
SENIOR PLANNER	\$95.00
PROJECT ENGINEER	\$80.00
FIELD INSPECTOR	\$80.00
SENIOR TECHNICIAN	\$65.00
TECHNICIAN	\$55.00
CLERICAL	\$45.00

If the COUNTY and the CONSULTANT are unable to mutually agree to terms and compensation for services requested by the COUNTY, then the COUNTY reserves the right to enter into a separate contract with other professional service firm or firms to perform the services requested by the COUNTY.



## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Resolution to the Florida Commission for the Transportation Disadvantaged and Letter of Selection to designate Big Bend Transit, Inc. as the Taylor County Community Transportation Coordinator (CTC).

MEETING DATE REQUESTED:

December 15, 2015

Statement of Issue: The Board received one (1) Request For Letters of Interest

And Qualifications For Taylor County Community Transportation Coordinator at the November 16, 2015 Board meeting from Big Bend Transit, Inc. Big Bend Transit, Inc. currently serves as the CTC. The Selection Committee has reviewed the RFQ and find all documents to be in order and recommends the Board approves the selection of Big Bend Transit to continue serving as the CTC. Staff and the Local Coordinating Board have been pleased with Big Bend Transit Inc. services.

Recommended Action: Approve Resolution and Selection Letter to be forwarded

to the Florida Commission for the Transportation

Disadvantaged.

Budgeted Expense: The selection of the CTC by the Board is a requirement of the

Planning Grant Agreement, to receive transportation

disadvantaged trust fund monies.

Submitted By: Melody Cox

Contact: Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Big Bend Transit, Inc. currently serves as the Taylor

County CTC. The Memorandum of Agreement (MOA) between the Florida Commission for the Transportation Disadvantaged and Big Bend Transit, Inc. expires in

January 2016.

~	Attachments:	а	, Letter of Selection, support documentation for the approval of Big Bend Transit to serve as the Taylor County CTC.	

Jody DeVane, Chairman



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax

Attest:

Annie Mae Murphy, Clerk

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

(,	()		(440) 401 410
Upon n	notion of Commissioner	with second by Comm	issioner
Commissioners	and a vote ofs, adopt the following resolution:	the Board of Taylor County Boar	d of County
	RES	SOLUTION	
approves the se	OLUTION of the Taylor County B	oard of Commissioners, hereinafter state Community Transportation Coord	
recommend th Commission fo as outlined in	e selection of the Community Tr r the Transportation Disadvantage	nated official planning agency and ransportation Coordinator for approved. The Board has followed all proceduidebook prepared by the Florida Co	al by the Florida lures for selection
NOW.	THEREFORE, BE IT RESOLVED	BY THE BOARD THAT:	
1.	The <b>Board</b> recommends the de Transport Coordinator.	esignation of Big Bend Transit, Inc. a	as the Community
2.	documents associated with the s	Vane, Chairman to file and execute selection of the Community Transport oard of Commissioners with the Florid d.	tation Coordinator
<b>DONE ANI</b> A.D.	O ORDERED in regular session at f	Perry, Florida this <u>15</u> day of <u>Decem</u>	<u>ber</u> 2015,
Board of County	nty Commissioners , Florida		



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

December 15, 2015

DUSTIN HINKEL, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

Ms. Shaun Williams
Project Manager, Area 2
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS – 49
Tallahassee, Florida 32399-0450

RE: Selection of Taylor County Community Transportation Coordinator

Dear Ms. Williams:

Taylor County Board of Commissioners recently advertised for a Community Transportation Coordinator (CTC) as the Memorandum of Agreement between Big Bend Transit Inc. and the Commission for the Transportation Disadvantaged is due to expire. The Board abided by all requirements of the TD Commission's procurement policies and procedures. One (1) Letter of Interest and Statement of Qualifications was received at the November 16, 2015 Board meeting and it was from Big Bend Transit, Inc. All documents were found to be in order and the Local Coordinating Board as well as the Review Committee have approved and recommended that Big Bend Transit, Inc. be selected to continue serving as the Taylor County CTC. Please accept this letter of approval as well as the attached Authorizing Resolution documenting our request for Big Bend Transit, Inc. to serve as our CTC. We are respectfully requesting the TD Commission move forward with the execution of a Memorandum of Agreement with Big Bend Transit, Inc.

We are enclosing a copy of the letter of Interest and Statement of Qualification from Big Bend Transit, Inc. as well as the Annual Budget, Cost Proposal, and Fare Rate for your review and approval. We are also enclosing documentation of the approval by the LCB at the December 10, 2015 quarterly meeting. Taylor County has a long, very positive relationship with Big Bend Transit, Inc. and look forward to our continued relationship with them.

If we can provide any additional information, please contact our Planning Grant Manager, Melody Cox at 850-838-3553 or <a href="melody.cox@taylorcountygov.com">melody.cox@taylorcountygov.com</a>. Miss Cox will be pleased to provide any information you may need.

Respectfully

Jody DeVane Chairman, Taylor County Board of Commissioners

# Request for Proposals Taylor County Community Transportation Coordinator For the Transportation Disadvantaged Program

All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Recommendation will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

#### **EVALUATION CRITERIA/PROPOSAL RATING SHEET**

The following items must be included in the submitted proposal. Any proposal with a "no" response on any of the following questions will be rejected without further consideration.

### **Proposal Contents**

1.	Coordination Plan Total Possible Points	20	Total Points Given 19
2.	Management Resources Total Possible Points	20	Total Points Given 20
3.	Corporate Experience Total Possible Points	10	Total Points Given 10
4.	Financial Capacity to Undertake l	Project	
	<b>Total Points Possible</b>	15	Total Points Given 14
5.	Demonstration of Transportation	Coordinate	or Ability
	<b>Total Points Possible</b>	15	Total Points Given_15
6.	Demonstration of Transportation	Operationa	al Ability
	<b>Total Points Possible</b>	15	Total Points Given 15
7	II. danstandina of the Democratica	D	
/.	Understanding of the Request for Total Points Possible	Proposai 5	Total Points Given 5
	Total Totales Possible	J	Total Louits Olvell 3
	Total Points Possible: 98		

Theresa Capalard

# Request for Proposals Taylor County Community Transportation Coordinator For the Transportation Disadvantaged Program

All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Recommendation will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

#### **EVALUATION CRITERIA/PROPOSAL RATING SHEET**

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### **Proposal Contents**

1.	Coordination Plan Total Possible Points	20	Total Points Given
2.	Management Resources Total Possible Points	20	Total Points Given
3.	Corporate Experience Total Possible Points	10	Total Points Given [
4.	Financial Capacity to Undertake Pro Total Points Possible	ject 15	Total Points Given_(\$\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
5.	Demonstration of Transportation Co	ordinator	Ability
	Total Points Possible		Total Points Given
6.	Demonstration of Transportation Op	erational	Ability
	Total Points Possible	15	Total Points Given 5
7.	Understanding of the Request for Pro	-	Total Points Given 5
	Total Points Possible	5	Total Points Given
	Total Points Possible:		

## **Request for Proposals Taylor County Community Transportation Coordinator** For the Transportation Disadvantaged Program

All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Recommendation will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

#### **EVALUATION CRITERIA/PROPOSAL RATING SHEET**

The following items must be included in the submitted proposal. Any proposal with a "no" response on any of the following questions will be rejected without further consideration.

### **Proposal Contents**

1.	Coordination Plan Total Possible Points	20	Total Points Given 20	
2.	Management Resources Total Possible Points	20	Total Points Given_15	
3.	Corporate Experience Total Possible Points	10	Total Points Given	
4.	Financial Capacity to Undertake Pro Total Points Possible	ject 15	Total Points Given 15	
5	Demonstration of Transportation Co		-	
٥.	Total Points Possible	15	Total Points Given 15	
6.	Demonstration of Transportation Op Total Points Possible	erational 15	Ability Total Points Given 10	
7.	Understanding of the Request for Pro Total Points Possible	oposal 5	Total Points Given	
	Total Points Possible: 100			
	Very pleased with proposal!			
		20	Thelady Cr	

#### 1. Coordination Plan

Big Bend Transit, Inc. (BBT) proposes to make available a "fleet" of twelve (12) vehicles (including backup) to the Community Transportation Coordinator services, to meet the requirements of this RFP:

2006 or later, 21' – 23' Cutaway Bus, raised roof, transit door, wheelchair lift equipped, wheelchair securements, passenger restraints, minimum capacity for 12 ambulatory passengers and 2 wheelchair passengers. Please see **Attachment 1** 

All vehicles proposed have been purchased through the Florida Department of Transportation's Florida Vehicle Procurement Program, and meet the rigid specifications thereof. All vehicles proposed meet the requirements of ADA. All vehicles proposed have operable heating and air-conditioning, and are otherwise equipped in accordance with the System Safety Program Plan. All vehicles proposed are in the possession and ownership of BBT, are in sound working condition. All vehicles proposed will exhibit Big Bend Transit, Inc. logo, easily identifiable by passenger(s) awaiting transportation.

Big Bend Transit, Inc. (BBT) has operated paratransit services for the transportation disadvantaged in Taylor County since 1983.

In 1990, BBT was first recommended for designation as the CTC by the Taylor County Transportation Disadvantaged Coordinating Board to the North Central Florida Regional Planning Council, and approved by the Florida Commission for the Transportation Disadvantaged. BBT continues as the Taylor County CTC today.

The program involves the coordination of transportation for multiple service agencies as well as the general public, and the provision of transportation by BBT and other qualified carriers. The program includes fixed route service and commuter vanpool services. Currently the program schedules approximately 65 trips each day with funding from 7 local and State agencies and general public.

Big Bend Transit, Inc., arranges for all services to be provided in accordance with Chapter 427, Florida statues, and Rule 41-2, FAC, and as may be required by the Commission for the Transportation Disadvantaged and purchasing agencies. Coordination is matching transportation demand with supply, satisfying cost-efficient transportation provision, and

more. Coordination requires the application of efficient operational procedures, management practices, and accounting systems. Coordination requires the effective application of existing capital assets, and the acquisition of appropriately designed capital assets.

Big Bend Transit, Inc.'s coordination capabilities and services are complete. For four transportation disadvantaged paratransit programs, BBT:

- 1) accomplishes trip reservations and trip assignment/scheduling;
- 2) accomplishes the provision of trips;

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- 3) generates invoices and reports for multiple funding agencies; and
- 4) acquires capital equipment properly suited for the operating environment.

In the four coordinated transportation systems managed by BBT. Taylor, Madison, Jefferson and Gadsden Counties our coordination activities and procedures, and operational efficiencies, have permitted the transportation disadvantaged services to expand availability, hours, days and capacity, and responsiveness, with minimal increases in fares.

In the five paratransit systems managed and/or operated by BBT, transportation services are provided to multiple funding agencies - each with particular requirements in client needs, reporting requirements, service parameters, client subsidy participation, etc. BBT's invoicing, accounting, and reporting procedures are proven to meet agency requirements, and stand the scrutiny of federal, state and independent audits. BBT's use of CTS Software, Inc. (CTS) as its operations and information management system provides excellent accountability of, and reporting capability for, agency/program expenses and revenues, statistical data and performance measures. BBT is currently managing twenty-four public and private agency contracts, transporting forty-five agency programs and two coordination agreements.

A complaint resolution procedure is established in each of the four services areas managed by BBT. The procedure is established to handle complaints from passengers, purchasing agencies and service providers. The complaint resolution procedure includes an accurate recording and categorizing of the complaint, a timely investigation of and response to the complaint, a periodic review of complaint summary reports to identify recurring problem areas.

BBT staff is trained to receive complaints politely, and to record complaints accurately and completely. Transportation Managers investigate complaints promptly and respond in a timely manner. The General Manager reviews complaint summary reports to identify patterns and areas of concern, and effect changes to make corrections and reduce occurrence.

Service complaints received by the CTC are detailed on the Complaint/Commendation Form. Complaints received by CTC staff are responded to within 24 hours and followed up within three working days, in an attempt to reach an appropriate and prompt resolution. Service complaints received are categorized and a monthly summary report generated. The report is presented to the

local Transportation Disadvantaged Coordinating Board (TDCB) at its regular meeting, and is used by the CTC to identify emerging patterns and areas of complaints.

Any person with an unresolved service complaint is advised of the formal grievance procedure of the TDCB and the CTC, and can have a written or recorded copy of the grievance procedure provided to them.

BBT utilizes CTS Software, Inc. (CTS) as its operations (including scheduling and routing) and information management system. The following narrative describes the CTS software and procedures used from the time a call requesting a trip is received by the CTC through mailing an invoice to the purchasing agency:

- 1. Customer or Agency representing a Client calls the CTC reservationist to request a trip. Trip request may be advanced day reservation (up to 30 days in advance) and, to a restricted extent, received on the same day. Subscription, standing order/repeat, trips need only be entered once, but are available for cancellation or alteration on any particular day.
- 2. CTC reservationist enters information pertinent to passenger registration into the system at this time, or in the case of a registered passenger, retrieves the passenger in the system by name or identification number. The reservationist questions the passenger for specific trip information, including day, time(s), origin, destination, one-way/roundtrip, and special instructions/conditions surrounding the trip. Upon completion of the reservation (entry into the system), the reservationist tells the passenger the time of earliest pick-up and the fare to be paid (if applicable), and gives the passenger a confirmation number which includes the date of the reservation and the time the reservation was taken.
- 3. Trips for the following day are scheduled to the appropriate driver/vehicle or assigned to the appropriate carrier.
- 4. Driver manifests and carrier assignments are generated by the system and distributed. Service is provided, to the extent possible, in accordance with the information on the manifest, with the driver/carrier entering actual pickup time and odometer reading, actual arrival time and odometer reading, and transportation code (completed, no-show, canceled, etc.) for each trip.
- 5. Completed driver manifests/carrier schedules are returned to the CTC, and vehicle and trip data is reconciled for accuracy and completeness.
- 6. Actual driver, vehicle and trip information is entered into the system. Each trip is brought up onto the computer screen and the trip is validated on things such as which passenger rode, cancelled, no-showed, or was not ready, pickup time, arrival time, and odometer readings. A second screen is used to capture vital trip information such as driver, vehicle beginning and

ending odometer reading of the trip, driver times, and other information.

- 7. The validated system trip database is then used to generate the required agency invoices and reports, and carrier summaries.
  - 8. Invoices and reports are forwarded to the appropriate agencies.

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### 2. Management Resource

Shawn Mitchell, will function as Contract Manager, and be responsible for the on-going supervision of the program. As BBT General Manager, he is very familiar with the Taylor County area, and has been directly involved with the current system. Mr. Mitchell has extensive involvement in the transit and paratransit industry, including 16 years with BBT. He will be responsible for the overall management and the quality assurance oversight of the program, and for coordination with, and reporting to, the Local Coordinating Board, the Taylor County Board of Commissioners', and the Commission for the Transportation Disadvantaged. His duties will include staff supervision, internal and fiscal control management, risk management, community and consumer liaison, contracting, grants, and resource fund development.

<u>Domingo Ortiz</u>, BBT's Superintendent of Maintenance, will handle all fleet operations and maintenance, training on the use of equipment for specialized transportation service, and conduct monitoring to ensure compliance with the System Safety Program Plan (SSPP) by BBT and contract carriers. He has over 26 years in the performance and supervision of maintenance services for transportation and specialized transportation operations, including 17 years with BBT.

Sandra Mazza, Administrative Services Manager, handles all fiscal matters, including compensation statements, cost/revenue summaries, monthly financial reports, carrier payments, agency invoicing, audits, etc. She maintains the Commission for the Transportation Disadvantaged recognized chart of accounts defined in the "Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers". As Administrative Services Manager, she supervises the handling of all personnel matters, including the management of the company's Substance Abuse Program.

Office Staff: BBT will provide, as identified in the bid, appropriate and sufficient staff to accomplish and perform at all times, the tasks of this service; BBT will accomplish all necessary training, including a complete exposure to applicable program policies and procedures; dispatch functions (via voice communications) will be provided at all times that vehicles are in service, performed by designated supervisory personnel.

**Drivers:** BBT will provide, as identified in the bid, an appropriate and sufficient number of drivers to operate the equipment and accomplish the services required; drivers will be uniformed and display name tags when in service; drivers will be at least 21 years of age and properly licensed for at least three (3) years for the vehicle operated/service provided; BBT's driver MVR criteria and background screening criteria meets/exceeds the minimum criteria listed in the RFP; BBT's drivers training program, as identified in the bid, complies with/exceeds the training requirements listed in the RFP; BBT includes the cost of all training in its' cost.

Maintenance Staff: BBT will provide an appropriate number of qualified maintenance personnel to perform and accomplish the maintenance and maintenance-related tasks of this service

### 3. Corporate Experience

BBT is respected human service transportation, non-profit organization that has qualitatively and cost-effectively designed, implemented, managed and operated specialized paratransit systems. BBT has over 30 years of experience in coordinating, managing and operating services for the transportation disadvantaged. BBT currently manages, coordinates and operates a significant paratransit service in Taylor, Madison, Jefferson, Gadsden and Leon Counties. The following individuals/agencies can verify Big Bend Transit, Inc. transportation experience;

Commission for Transportation Disadvantage (CTD Mr. Steven Holmes, Executive Director 605 Suwannee Street, MS-49, Tallahassee, FL 32399 (850) 410-5700

Lynn Franson-Godfrey, AICP Senior Planner North Central Florida Regional Planning Council 2009 NW 67th Place, Gainesville, FL 32653-1603 (352)955-2200, ext. 110

Vanita Anderson, TD Program Coordinator Apalachee Regional Planning Council 2507 Callaway Road, Suite 200, Tallahassee, Florida 32303 (850)488-6211

BBT has operated paratransit services for the transportation disadvantaged (TD) in Taylor County since 1983. In 1990, BBT was recommended for the designation as the Community Transportation Coordinator (CTC) by the Taylor County Transportation Disadvantaged Coordinating Board to the North Central Florida Regional Planning Council, and approved by the CTD. BBT has remained the CTC and functions in this capacity currently. The program involves the coordination of transportation for multiple service agencies as well as the general public, and the provision of transportation by BBT and other qualified carriers. In addition to demand response paratransit services, the program includes: 1)

fix route, fixed schedule "in-town" shuttle service 2) coordination agreement with the Agency for health Care Administration and Agency for Persons with Disabilities and, 3) commuter vanpool service.

Currently the program schedules trips each day with funding from Local and State agencies along with the general public.

The (7) seven Transportation Operators who will be driving the vehicles have an average of 13 years of experience in the coordinated paratransit industry. All drivers are required to complete all of the training and testing in accordance with rule Chapter 14-90 FAC and agency specific directives or requirements prior to operating any vehicle unsupervised. Noncompliance with any regulatory or agency specific guideline or requirement may result in the suspension or termination of employment. Please see **Attachment 2** 

All employees are required to complete all training tasks detailed on the new hire Orientation Checklist. Each driver (and new hires) shall be given a minimum of 56 hours training by supervisory personnel.

Prior to drivers operating any vehicle without supervision, instructional and procedural training will be completed to include at a minimum the following areas:

- SSPP
- SPP
- Transit system safety and operational policies and procedures
- Operational and vehicle inspections
- Equipment familiarization, including safety and emergency equipment, wheelchair lift, and restraining devices
- Basic operations and maneuvering
- Boarding and alighting of passengers
- Defensive driving
- Passenger assistance and securement
- Communication and handling of unsafe conditions, emergencies and security threats
- Application and compliance with applicable federal and state laws and regulations
- Emergency prevention, mitigation, preparedness, response and recovery
- Wheelchair lift

Big Bend Transit, Inc. is a private non-profit corporation, incorporated in March 1978 whose mission statement is as follows:

To provide safe, reliable, courteous, and affordable transportation to the community while maintaining dignity and respect for our customers. This service will improve the quality of life for our customers by providing access to health care, education, employment, and recreation. We will constantly solicit feedback to improve our service to our customers as they will always be our highest priority.

The business affairs of Big Bend Transit, Inc. (BBT) are conducted by a Board of Directors. The operations of the corporation are directed by a General Manager. BBT employs operations, maintenance, fiscal and administrative personnel to accomplish the objectives of the corporate mission. BBT contracts with qualified local service providers to expand the resources available to accomplish the transportation and transportation related service requirements of the transportation disadvantaged.

BBT has been in business since July 1980. BBT has operated paratransit services in Gadsden County since 1981. BBT was designated as the Community Transportation Coordinator for Gadsden County in 1990 and remains the CTC today. BBT has operated paratransit services in

Jefferson County since 1981. BBT was designated as the Community Transportation Coordinator for Jefferson County in 1990 and remains the CTC today. BBT has operated paratransit services in Leon County since 1985. BBT served as the Community Transportation Coordinator for Leon County from 1991 through 1995. BBT has operated paratransit services in Madison County since 1983. BBT was designated as the Community Transportation Coordinator for Madison County in 1990 and remains the CTC today. BBT has operated paratransit services in Taylor County since 1983. BBT was designated as the Community Transportation Coordinator for Taylor County in 1990 and remains the CTC today.

Big Bend Transit, Inc. (BBT) was chartered as a corporation not for profit under the Laws of the State of Florida in March 1978. The corporation was organized primarily to coordinate, consolidate, plan for and/or provide paratransit services for the elderly, handicapped, and other transportation disadvantaged groups in Taylor, Madison, Gadsden, Leon and Jefferson Counties. The business affairs of the corporation are managed by a Board of Directors. BBT employs 73 persons involved in the management and operation of paratransit programs for the transportation disadvantaged. The staff is located in Tallahassee, Perry, Quincy, Monticello and Madison, Florida

BBT has been coordinating multi-agency and general public transportation needs since 1980, accomplishing the provision of transportation services for multi-agency users and riders for varying purposes. BBT has been formally selected for the coordination and operation of paratransit services by local governments and endorsed by the Florida Commission for the Transportation Disadvantaged (CTD).

Shawn Mitchell will function as the Contract Manager and be responsible for the on-going supervision of the program which includes insurance, training and management, and administration of the agencies transportation program. Willie Anne Dickey is currently the on-site/Transportation Manager for Taylor County. Robert Adams is currently the Assistant Manager They will be responsible for the day-to-day operational aspect of the coordinated system including staff supervision, operations control, safety management, and training, record keeping and reporting and functions to ensure a smooth and efficient operation.

Maintenance of the BBT fleet is accomplished by BBT maintenance personnel in a BBT operated garage in Tallahassee (Leon County), and by contract with local garages in close proximity to the Taylor County operations offices. Work orders are issued by BBT supervisory personnel for scheduled and corrective maintenance requirements. Transit operators use a prepared checklist to perform daily inspections. When maintenance of a vehicle is required, a replacement vehicle is utilized to insure there is no disruption is service.

The transportation Operators who will be driving the vehicles have an average of 13 years of experience in the coordinated paratransit industry. All drivers are required to complete all of the training and testing in accordance with rule Chapter 14-90 FAC and agency specific directives or requirements prior to operating any vehicle unsupervised. Noncompliance with any regulatory or agency specific guideline or requirement may result in the suspension or termination of employment. All employees are required to complete all training tasks detailed on the new hire

Orientation Checklist. Each driver (and new hires) shall be given a minimum of 56 hours training by supervisory personnel. Prior to drivers operating any vehicle without supervision, instructional and procedural training will be completed to include at a minimum the following areas:

- SSPP
- SPP
- Transit system safety and operational policies and procedures
- Operational and vehicle inspections
- Equipment familiarization, including safety and emergency equipment, wheelchair lift, and restraining devices
- Basic operations and maneuvering
- Boarding and alighting of passengers
- Defensive driving
- Passenger assistance and securement
- Communication and handling of unsafe conditions, emergencies and security threats
- Application and compliance with applicable federal and state laws and regulations
- Emergency prevention, mitigation, preparedness, response and recovery

Big Bend Transit, Inc. (BBT) has been a participant in Florida's Transportation Disadvantaged Program since 1980, originally with the Coordinating Council for the Transportation Disadvantaged, which became the Transportation Disadvantaged Commission, becoming today's Commission for the Transportation Disadvantaged. BBT currently serves the Florida Counties of Gadsden, Jefferson, Madison and Taylor as Community Transportation Coordinator (CTC) and primary transportation operator. BBT has operated paratransit services in Leon County since 1985, and served as the CTC from 1991 through 1995. As an operator of paratransit services in Leon County, BBT provides transportation services to ambulatory and wheelchair persons, arranged for and assigned by the Leon County CTC, Star Metro and to sponsored (by public and private human service agencies and organizations), to clients of public and private educational facilities, to other public and private entities with T.D. clientele, and to non-sponsored (general public) persons. Reference inquires can be addressed to: Star metro, 555 Appleyard Drive, Tallahassee. Florida 32304 Attn: Ivan Maldonado, Executive Director (850) 891.5200.

### 4. Financial Capacity to Undertake Project

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In reference to fiscal solvency and net worth, the following demonstrates that BBT experiences continual positive growth, exceeding a net worth of \$8,700,000.

BBT, currently manages various state and federal grant in excess of \$ 2,000,000.

BBT currently manages public and private sector contracts in excess of \$4,200,000.

BBT has the financial ability to insure full performance of the Taylor County Coordinated Transportation System, including the ability to acquire additional vehicles that are required for the provision of transportation disadvantaged services.

Mark Jones, Certified Public Accountant, with Carr Riggs & Ingram, LLC completed an independent audit of Big Bend Transit, Inc., for the fiscal year ending September 30, 2014, dated June 29, 2015. Please see **Attachment 3** 

## 5. Demonstration of Transportation Coordination Ability

Gadsden County Transportation Disadvantaged Program - BBT has operated paratransit services for the transportation disadvantaged in Gadsden County since 1981.

In 1990, BBT was first recommended for designation as the Community Transportation Coordinator CTC by the Gadsden County Local Coordinating Board to the Apalachee Regional Planning Council, and approved by the Florida Commission for the Transportation Disadvantaged. BBT continues as the Gadsden County CTC.

The program involves the coordination of transportation for multiple service agencies as well as the general public, and the provision of transportation by BBT and other qualified carriers. The program includes fixed route service and commuter vanpool services. Currently the program schedules approximately 220 trips each day with funding from 14 local and State agencies and the general public.

**Jefferson County Transportation Disadvantaged Program** - BBT has operated paratransit services for the transportation disadvantaged in Jefferson County since 1983.

In 1990, BBT was first recommended for designation as the CTC by the Jefferson County Local Coordinating Board to the Apalachee Regional Planning Council, and approved by the Florida Commission for the Transportation Disadvantaged. BBT continues as the Jefferson County CTC.

The program involves the coordination of transportation for multiple service agencies as well as the general public, and the provision of transportation by BBT and other qualified carriers. The program includes fixed route and a coordination contract with the Jeffesn County Senior Citizens Center. Currently the program schedules approximately 75 trips each day with funding from 5 local and State agencies and the general public.

**Leon County** - BBT has operated paratransit services for the transportation disadvantaged in Leon County since 1985.

In 1991, BBT was selected to be the Community Transportation Coordinator (CTC) by the Tallahassee-Leon County Transportation Disadvantaged Coordinating Board, and approved by the Tallahassee-Leon County Metropolitan Planning Organization, and the Florida Commission for the Transportation Disadvantaged BBT continues to operate efficient and effective paratransit services for the Tallahassee-Leon County Coordinated Transportation System and for private transportation disadvantaged persons and organizations. Currently the program experiences approximately 265 trips each day.

Madison County Transportation Disadvantaged Program – BBT has operated paratransit services for the transportation disadvantaged in Madison County since 1983.

In 1990, BBT was first recommended for designation as the CTC by the Madison County Transportation Disadvantaged Coordinating Board to the North Central Florida Regional Planning Council, and approved by the Florida Commission for the Transportation Disadvantaged. BBT continues as the Madison County CTC.

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The program involves the coordination of transportation for multiple service agencies as well as the general public, and the provision of transportation by BBT and other qualified carriers. The program includes a coordination contract with the Senior Citizens Council of Madison County. Currently the program schedules approximately 80 trips each day with funding from 8 local and State agencies and the general public.

**Taylor County Transportation Disadvantaged Program** - BBT has operated paratransit services for the transportation disadvantaged in Taylor County since 1983.

In 1990, BBT was first recommended for designation as the CTC by the Taylor County Transportation Disadvantaged Coordinating Board to the North Central Florida Regional Planning Council, and approved by the Florida Commission for the Transportation Disadvantaged. BBT continues as the Taylor County CTC.

The program involves the coordination of transportation for multiple service agencies as well as the general public, and the provision of transportation by BBT and other qualified carriers. The program includes fixed route service and commuter vanpool services. Currently the program schedules approximately 65 trips each day with funding from 7 local and State agencies and general public.

### 6. Demonstration of Transportation Operational Ability

Big Bend Transit, Inc., arranges for all services to be provided in accordance with Chapter 427, Florida statues, and Rule 41-2, FAC, and as may be required by the Commission for the Transportation Disadvantaged and purchasing agencies.

The Operations Department shall provide written operational and safety procedures to all drivers before being dispatched. The Operations Department also has the responsibility of providing drivers with a schedule that will allow sufficient time to complete the assigned route in a safe and courteous manner. Operations will ensure that drivers are not permitted or required to drive more than 12 hours in any one 24-hour period, or drive after having been on duty for 16 hours in one 24-hour period, or drive more than 72 hours in any 7 consecutive calendar day period. In addition, the Operations Department is responsible for the following:

- 1. Maintain records of each drivers work period, including:
  - a. total days worked
  - b. on duty hours
  - c. driving hours
  - d. report time, time on, time off, each day worked.
- 2. Require drivers to complete and submit daily a pre-trip inspection report as outlined in Chapter 14-90, FAC, prior to operating the vehicle in revenue service.
- 3. Place out of service any vehicle found to be unsafe for use by the driver or another employee's personal observation.
- 4. Notify the Maintenance Department by Repair Notice of any safety concerns or needed repairs.

### A. Driver Selection and Qualification

Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment. Drivers are required to successfully complete an employment screening process that includes:

- 1. Completing an employment application;
- 2. Criminal background check (local law enforcement and FDLE)
- 3. Driving record check;
- 4. Verification and documentation of valid driver's license;
- 5. Successful completion of required orientation/training and demonstration to ensure adequate skills and capabilities to safely operate each type of vehicle assigned by the transit system.
- 6. Successful completion of pre-employment physical including an eye examination and drug-

screening test, utilizing required FDOT medical examination form to be provided by transit system personnel. The medical and eye examination must indicate that the driver is in such physical condition that compliance with all laws governing standards for driver physical capabilities has been met.

7. Full compliance with the Federal Transit Administration (FTA) Drug and Alcohol Abuse Program is required with a signed acknowledgement. Please see **Attachment 4** 

### B. Driver and Employee Training

All employees and drivers are required to complete all training and testing in accordance with Rule Chapter 14-90, FAC and agency specific directives or requirements prior to operating any vehicle unsupervised. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment.

Employees should receive training on the SSPP, the SPP, and agency guidance or policy documents.

All employees are required to complete all training tasks detailed on the new hire Orientation Checklist. Operations personnel are further required to complete all training tasks detailed in the BBT Training Manual.

Each new driver shall be given a minimum of 56 hours training by supervisory personnel. Prior to drivers operating any vehicle without supervision instructional and procedural training will be completed to include at a minimum the following areas:

\* SSPP

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- \* Transit system safety and operational policies and procedures
- \* Agency and personnel responsibilities
- \* Operational and vehicle inspections
- \* Equipment familiarization, including safety and emergency equipment, wheelchair lift, and restraining devices;
- \* Basic operations and maneuvering
- \* Boarding and alighting of passengers
- \* Operation of a wheelchair lift and other special equipment and driving conditions
- \* Defensive driving
- \* Passenger assistance and securement
- \* Communication and handling of unsafe conditions, emergencies and security threats
- \* Application and compliance with applicable federal and state laws and regulations
- \* Emergency prevention, mitigation, preparedness, response and recovery.

### C. Driving and Operational Requirements

Driving and operational duties will be accomplished in accordance with the operating and driving requirements included in Rule Chapter 14-90, specifically 14-90.006. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment. It is the responsibility of every employee who performs driving and/or operational

duties to strictly adhere to the following requirements:

- 1. Drivers are required to complete all training and testing in accordance with Rule Chapter 14-90, FAC and agency specific directives or requirements prior to operating any vehicle unsupervised.
- 2. Transit vehicles will not be used at any time for any unauthorized use.
- 3. Unauthorized persons are not allowed to drive or ride in a transit vehicle unless prior approval has been granted by Management.
- 4. Drivers must carry their driver's license on his/her person at all times when operating transit vehicles.
- 5. A driver receiving notice of license suspension, cancellation, or revocation is required to notify his/her supervisor "of the contents of the notice immediately, or no later than the end of the business day following the day he or she received the notice" as required by Rule Chapter 14-90, FAC. Under no circumstance is a driver to operate a vehicle without having the appropriate and valid driver's license in their possession.
- 6. Agencies and their drivers are required to comply with the medical examination requirements detailed in this SSPP and in accordance with Rule Chapter 14-90,FAC.
  - a. After selection and completion of the pre-employment physical, each driver shall be required to have a physical examination every two years, within a 24 month period. All physicals must be documented utilizing the correct FDOT Medical Form or equivalent.
  - b. A return to duty examination is required for any driver prior to returning to duty after having been off duty for thirty (30) days or more due to illness, medical condition, or injury.
  - c. Medical examinations must be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed by the State of Florida. If medical examinations are performed by a Physician Assistant, or Advanced Registered Nurse Practitioner, they must be performed under the supervision of a Doctor of Medicine or Osteopathy.
  - d. An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the examination as pertains to visual acuity, field of vision, and color recognition.
  - e. Medical examination forms must be signed and dated by the proper medical examiner.
- 7. Drivers will not report for duty or operate any vehicle while under the influence of alcohol or any other substance, legal or illegal, that may impair driving ability. All drivers must comply with the agency's substance abuse policies and procedures.
- 8. Driver are required to complete daily pre-operational and post-operational vehicle inspections (included as Appendix D) in accordance with Rule Chapter 14-90, FAC.
- 9. Drivers are required to immediately report any defector deficiency that may affect safe operations or cause mechanical malfunctions. Any defect or deficiency found shall be properly documented on a Repair Notice and routed to the maintenance Department.
- 10. Drivers are required to operate all vehicles in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are operating.
- 11. Drivers are not permitted or required to drive more than 12 hours in any one 24-hour period, or drive after having been on duty for 16 hours in any one 24-hour period.
- 12. Drivers are not permitted or required to drive until the requirement of a minimum eight (8) consecutive hours off-duty has been fulfilled.

- 13. A driver's work period shall begin from the time he/she first reports for duty to his/her employer. A driver is permitted to exceed his/her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.
- 14. Drivers are not permitted or required to be on duty more than 72 hours in any period of seven consecutive days, however, 24 consecutive hours shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours of off-duty prior to returning to on-duty status.
- 15. A driver is permitted to drive for more than the regulated hours for safety and protection of the public due to conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident.
- 16. Drivers are not permitted or required to at any time operate a vehicle when his/her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, as to make it unsafe for the driver to begin or continue driving.
- 17. Drivers are required to wear the seatbelt at all times the vehicle is in motion.
- 18. Drivers are not permitted to refuel vehicles in a closed building.
- 19. The number of times necessary to refuel buses while passengers are on-board should be held to a minimum.
- 20. Drivers will not leave vehicles unattended with passengers aboard for longer than 5 minutes. The parking or holding brake device must be properly set at any time the vehicle is left unattended.
- 21. Drivers are not to leave keys in the vehicle for any reason during times the vehicle is left unattended.
- 22. Drivers are required to complete an incident/accident report for any event involving a transit vehicle or taking place on transit system controlled property. Further, drivers are required to ensure his/her supervisor is made aware of all such events and any reports initiated.
- 23. Drivers are not permitted to operate a vehicle with any passenger doors in the open position with passengers aboard. The doors will not be opened until the vehicle is stopped. A vehicle with any inoperable passenger door will not be operated with passengers aboard, except to move a vehicle to a safe location.
- 24. Drivers will ensure that during darkness, interior lightning and lightning in stepwells on vehicles shall be sufficient for passengers to enter and exit safely.
- 25. Drivers will not permit passengers in the stepwells of any vehicle while the vehicle is in motion, or to occupy an area forward of the standee line.
- 26. Drivers will not permit passengers to stand on vehicles not designed and constructed for that purpose.
- 27. The use of a personal wireless communication is prohibited while the transit vehicle is in motion. All personal wireless communication devices must be turned off with any earpieces removed from the driver's ear while occupying the driver's seat. In an emergency, if a driver is unable to use the radio or the radio, a personal cellular phone may be used to contact the agency. In such a situation, the driver must park the vehicle in a safe place off the road and call the direct line to the dispatcher. Driver are not permitted to use any wireless communication device issued by the transit system while the vehicle is in motion except brief communications with the dispatcher. If the driver must use the radio for a long duration, he/she must stop the vehicle in a safe place off the road. The use of a wireless communication device is prohibited while loading

or unloading a wheelchair patron or while conducting any other safety related duty that requires the driver's undivided attention. If wireless communication is necessary, the driver will use a company issued wireless communication device before or upon completion of the safety related task. Drivers are permitted to use wireless communication devices issued by the transit system in the following situations:

- \* A driver needing to communicate with the dispatcher and vice versa;
- \* A driver requesting medical or emergency assistance; and
- \* A driver reporting an illegal activity, a traffic accident, a road hazard, or a safety or security threat.

#### VEHICLE MAINTENANCE AND INSPECTIONS

The Maintenance Manager will ensure that all vehicles operated are regularly and systematically inspected, maintained and lubricated for safe operation. Maintenance of BBT vehicles and equipment Maintenance shall coordinate daily activities to ensure safe practices are not overlooked. Preventative maintenance shall be performed and safety inspections, repairs and other maintenance functions properly documented. Contracted maintenance services shall be reviewed for accuracy and completeness and record of such services maintained. All records shall be maintained in accordance with Rule Chapter 14-90, specifically 14-90.009(5) (more specifically, system safety program documents must be retained for at least four (4) years).

Safety inspections shall include at a minimum, the equipment and devices required by Rule Chapter 14-90 and shall be documented and maintained in a file that is readily available for periodic reviews by FDOT.

#### INVESTIGATION OF EVENTS

Events are considered any unusual incident or accident that involves a transit vehicle or takes place on transit system controlled property. All events shall be reported and documented using an Accident Report form (included in Appendix F. The form is to be completed and then routed to the Risk Manager to be properly processed and closed. Any event involving a transit vehicle or taking place on transit system controlled property resulting in a fatality, injury, or property damage must be investigated and properly documented in a final report in accordance with Rule Chapter 14-90, FAC as follows:

- \* An event resulting in a fatality, where an individual is confirmed deceased within 30 day of a transit system related incident, excluding suicides.
- \* Injuries requiring immediate medical attention away from the scene for two or more individuals.
- \* Property damage to transit or non-transit system vehicles, other transit system property or facilities, or any other property where damages exceed \$1,000.
- \* Evacuation of a vehicle is required due to a life safety event where there is imminent danger to passengers, excluding evacuations due to operational issues.

Each investigation requiring a final report must include: the description of the event and investigation activities; any identified factors causing the event; and any identified corrective

actions required. Where corrective action is required, the report must describe that action and the schedule for its implementation. The Risk Manager will monitor event reporting methods and track the implementation of each corrective action in accordance with Rule Chapter 14-90

### HAZARD INVESTIGATION AND RESOLUTION

It is the responsibility of all transit employees to be aware of hazardous conditions that may compromise the safety of an individual that comes into contact with transit system controlled property. The primary task for the safest operations is to properly identify and assess hazards or conditions that could result in accidents. The method of identifying, analyzing, assessing and resolving causes of accidents is done by all sections or areas of the system and available information and resources. Strong efforts shall be made toward remedies for the more severe hazards that result in accidents. Assessments of hazards shall result in resolutions by either minimizing the hazard or making the hazard acceptable by the use of safety devices and/or new or improved procedures. Safe operations and a reduction in hazards are accomplished by proper and adequate training for new employees and refresher training courses for existing employees. All training is coordinated between operations, maintenance and administration. Random inspections of operational functions shall be made by management to identify hazards not normally identified in day-to-day activities. Please see **Attachment 5** 

### 7. Understanding of the Request for Proposals

**Equal Opportunity Employer:** BBT is an Equal Opportunity Employer. As outlined in BBT's employment handbook, it is the policy of BBT to not discriminate against any employee or job applicant because of their race, color, gender, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, gender identity and protected veteran status.

Big Bend Transit, Inc., (BBT), is knowledgeable of the requirements of Florida Statutes, Chapter 427 and the Americans with Disabilities Act, and agrees with and will abide by the same. Big Bend Transit, Inc., arranges for all services to be provided in accordance with Chapter 427, Florida statues, and Rule 41-2, FAC, and as may be required by the Commission for the Transportation Disadvantaged and purchasing agencies.

Further, in the management of the delivery of transportation disadvantaged services by carriers and in the provision of transportation disadvantaged services as an operator, BBT requires and complies with:

- complying with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance. Please see **Attachment 6**
- complying with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance;
- complying with Title IX of the Education Amendments of 1972, as amended, which
  prohibits discrimination on the basis of sex in programs and activities receiving or
  benefiting from federal financial assistance;
- complying with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance;
- complying with the Americans with Disabilities Act of 1990, as it may be amended, which contains applicable provisions on the acquisition of accessible vehicles by private and public entities, and the provision of nondiscriminatory accessible transportation service;

- The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U. S. C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as 40 C. F. R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C. F. R. Part 622.
- The contractor agrees to comply with mandatory standards and policies relating to energy
  efficiency which are contained in the state energy conservation plan issued in compliance
  with the Energy Policy and Conservation Act.
- The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U. S. C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U. S. C. § 794; 49 U. S. C. § 5301(d); and the Federal regulations including any amendments thereto.
- The contractor shall comply with the provisions under the Contractor Work Hours and Safety Standards Act (40USC 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5).
- The Drug and Alcohol testing provision apply to Operational Service Contracts. Anyone who performs a safety-sensitive function for the sub recipient is required to comply with 49 CFR Parts 40 and 655. Please see **Attachment** 7
- Big Bend Transit has consistently complied with regulations of the State of Florida Commission for the Transportation Disadvantaged regarding services to the transportation disadvantaged; including, the development of Memorandum of Agreements and Service Plans, Purchase of Service Contracts, System Safety Program Plans, Security Program Plans, Coordination Agreements, and completion of Annual Operating Reports.

Big Bend Transit employs state-of-the-art paratransit industry computer software, to accomplish or assist the reservation, eligibility determination, routing, scheduling, accounting, reporting and maintenance functions. Please see **Attachment 8** 

Big Bend Transit has proposed a management/operations team for the Taylor County program that possesses and demonstrates experience and expertise in all areas of specialized paratransit services; including, coordination, contracting, communication, procurement, monitoring, insurance, maintenance, etc.

## **LETTER OF TRANSMITTAL**

November 2, 2015

Patricia Patterson, Chairman

Taylor County Board of Commissioners

PO Box 620

Perry, FL 32348

RE: Proposal for Community Transportation Coordinator for Taylor County

Dear Chairman Patterson:

Enclosed are one (1) original and three (3) copies of a completed and signed Proposal for Big Bend Transit, Inc. to be designated the CTC for Taylor County. We have also included in the additional sealed envelope, which has one (1) original and three (3) copes of the Annual Budget, Cost Proposal, and Fare Proposal.

(In body of lletter, ensure that Letter of Transmittal includes all requested iinformation from the RFP.)

Big Bend Transit, Inc. understands the responsibilities and requirements of Chapter 427, Florida Statues, Rule 41-2 of the Florida Administrative Code and shall comply with all appropriate federal, state and local regulations in this matter.

We look forward to serving the needs of transportation disadvantaged citizens of Taylor County. Thank you for your consideration of this proposal.

Sincerely,

Shawn Mitchell, General Manager

# **EXHIBIT B**

# PROPOSERS IDENTIFICATION AND QUALIFICATION INFORMATION

1,	Identification of Respondent:
	Name of Organization: Big Bend Transit, Inc Business Address: 2201 Eisenhower Street Tallahassee, Fl 32310 Telephone Number: () 850.574.6266 Years in Business at this Location: 20
2.	Name and Title of Individual to Contact for Further Information: Shawn Mitchell, General Manage
3.	Legal Status of Organization: (check one)
	For-Profit Corporation or Joint Venture Corporation
	For-Profit Partnership or Sole Proprietorship
	✓ Non-Profit Corporation
	Public Agency
	Other (Explain):
4.	Description of Organization:
	Provide a brief statement of the major business functions, history and organizational structure of responding agency/firm. Attach hereto and label as
	"4. Description of Respondent Organization."
5.	State the Proposer's proposed method of transportation service provision:
	CTC only - agency/firm acts as a total brokerage system that does not operate vehicles
	CTC/Transportation Operator - agency/firm provides all or part of the needed transportation services by operating vehicles
6.	Credit References:
	Attach names and addresses, phone numbers and relation to respondent of at least three (3) credit references, including organization's bank. Attach hereto and label as

"6. Credit Reference."

7.	Has Respondent or any Officer or Partner of Respondent failed to complete a contract? If yes, explain. $No$							
8.	Location of central office that will provide overall administration and management of the project: 2201 Esenhower St. Tallahassee, Florida 32310							
9.	Person who will directly manage this project as the local manager:							
	Name: Willie-ANN Dickey Title: Transportation Manager Phone No.: () 850.584.5566							
10.	10. Names, addresses and phone numbers of any proposed subcontractors and their role in this project: $N/A$							
11.	List names and addresses of partners and individuals having an interest in respondent's agency/firm:							
12.	Disadvantaged Business Enterprise Status.							
	"Disadvantaged" Business is defined as a business having at least 51 percent owned, operated and controlled by "disadvantaged" group members. Disadvantaged group members are defined as Blacks, Hispanics, Asian Americans, American Indians, Alaskan Natives or women regardless of race or nationality."							
	Is the individual respondent agency/firm a certified disadvantaged or minority business enterprise?							
	(circle one) YES NO							
	Attach current certification documents to substantiate claim.							
13.	Key Staff See page 5 Also							
	Attach resumes of key staff to be assigned to this contract. Include, at a minimum, resumes of the on-site manager, contract manager and any consulting staff.							
14.	Is any litigation pending against respondent or any officer or partner of respondent?							
	(circle one) YES NO							

If yes, explain.

### Exhibit B

# 4. Description of Respondent Organization

Big Bend Transit, Inc. is a private, non-profit corporation, incorporated in March 1978 with the primary mission of "coordinating, consolidating, planning for and/or providing efficient and effective paratransit services for the elderly, handicapped, and other transportation disadvantaged persons (and groups), and to further, by study, research, evaluation, publication, education, advocacy, and consultation, the public knowledge of paratransit needs, patterns and opportunities for elderly, handicapped, and other transportation disadvantaged persons (and groups)".

The business affairs of Big Bend Transit, Inc. (BBT) are conducted by a Board of Directors. The operations of the corporation are directed by a General Manager. BBT employs operations, maintenance, fiscal and administrative personnel to accomplish the objectives of the corporate mission. BBT contracts with qualified local service providers to expand the resources available to accomplish the transportation and transportation-related service requirements of the transportation disadvantaged.

# 6. Credit Reference

Eli Roberts Oil Company 2195 Lake Bradford Road Tallahassee, Florida 32310 (850) 576-3145

Brown & Brown Insurance Company Post office Box 2412 Daytona Beach, Florida 32115-2412 (386) 239-7256 Capital City Bank

2111 N. Monroe St.

Tallahassee, Florida 32304

(850) 402-7800

# 13. Key Staff

Willie Ann Dickey, is currently, and is proposed to continue as, the BBT On-site Manager/Transportation Manager for the Jefferson County program. As such, she will continue to be responsible for the day-to-day operational aspects of the coordinated system; including staff supervision, operations control, safety management, training, complaint investigation and resolution, services monitoring, client eligibility determination, trip reservation and assignment, record keeping and reporting, and other functions to ensure a smooth, efficient operation. Ms. Dickey has been involved in the provision of paratransit services for over 30 years.

#### EXHIBIT C

#### STANDARD ASSURANCES

Name of Proposer: Big Bend Transit, Inc.

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named Proposer affirms and declares:

- 1. That the Proposer is of lawful age and that no other person, agency, firm or corporation has any interest in this Proposal or in the Contract that may result from this Proposal; other than as described in Item 11, Exhibit B.
- 2. That this Proposal is made without any understanding, agreement or connection with any other person, agency, firm or corporation making a Proposal for the same project and is in all respects fair and without collusion or fraud.
- 3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered and all other items which in any way affect the work or its performance.
- 4. That the Proposer is in full compliance with all federal, state and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness whereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

ATTEST:

Witness Signature

Date

PROPOSER:

y: 10/\_\_\_\_

Shawn Mitchell, General Manager

(Seal)

Typed Name and Title

#### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Big Bend Transit, Inc.

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that my be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I complies fully with the requirements set forth her	certify that the above named business, firm or corporation rein".  Authorized Signature
· ·	//4/20/5 Date Signed
State of: FLORIDA	Ü
County of: LEON	
Sworn to and subscribed before me this 9th	_day of November, 2015
Personally known Produced Identification	
	(Specify Type of Identification)
Signature of Notary	
Signature of Notary	SANDRA B. MAZZA

EXPIRES: June 2, 2018

My Commission Expires 6/02/18

## **EXHIBIT E**

# CERTIFICATION OF PROPOSER

# REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Proposer Big Bend Transit, Inc. certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not generally debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency;
- 2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Proposer for CTC is unable to certify to any of the statements in this certification, the agency/firm shall attach an explanation to this certification.)

THE PROPOSER, Big Bend Transit, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISION OF 31 U.S.C. SECTIONS 3801 ET.SEØ. ARE APPLICABLE HERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for Big Bend Transit, Inc. hereby certifies that the (agency/firm) has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Agency/Firm Attorney

Date

ĺ

# Exhibit F

# Request for Proposal Taylor County Community Transportation Coordinator

# Affidavit of Compliance

To be submitted with vendor's response		
We DO NOT take exception to the Proposal	Documents/Specific	cations.
We TAKE exception to the Proposal Docum	ents/Specifications	as follows:
Company Name Big Bend Transit Inc ADD  By (Authorized Person's Signature) Proposers		eipt of the following
	Addendum No	Date
Shawn Mitchell, Beneral Manager	Addendum No.	Date
(Print or type name and title of signer)	Addendum No.	Date
Company Address P.D. BOX 1721 /Allahassee, FI 32302	Addendum No.	Date
Telephone Number <u>850.574.6266</u> Toll F	ree Number 866.65	59.3403
EAV: 850 574 1531 Da	to Abrant 22	015

# Attachment 5 Certificate of Liability Insurance

# CERTIFICATE OF LIABILITY INSURANCE

**BIGBE-1** 

OP ID: L3

DATE (MM/DD/YYYY) 11/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

certificate holder in lieu of such endorsement(s). PRODUCER				CO	CONTACT Joann Keenan					
Bro	own & Brown of Florida, Inc.			NA PH	NAME: 3031111 Rection  PHONE (A/C, No. Ext): 386-252-9601 (A/C, No.): 386-239-5729  E-MAIL ADDRESS:					
P.C	ytona Beach Office ), Box 2412			L (A)						
Day	tona Beach, FL 32115-2412			LAC	ADDRESS: INSURER(S) AFFORDING COVERAGE					
				-			DING COVERAGE	13269		
INC	UREO BIG BEND TRANSIT, INC				SURER A : Zenith			13269		
III 3	ATTN: SHAWN MITCHEL				SURER B : RLI Ins	urance Cor	npany			
	PO BOX 1721	_			SURER C :					
	TALLAHASSEE, FL 3230	2		INS	SURER D :			_		
				INS	SURER E :			-		
					INSURER F:					
COVERAGES CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW:							REVISION NUMBER:			
11	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIRI PERTA POLIC	EMEN AIN, T CIES, I	NT, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BEI	ANY CONTRACT BY THE POLICIE	OR OTHER S DESCRIBE	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A	TO WHICH THIS		
LTR B	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	4 000 000		
9				L CD0042752	40/04/2045	10/01/2010	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000		
	CLAIMS-MADE X OCCUR			LGB0013753	10/01/2015	10/01/2016		50,000		
	X EBL CLAIMS MADE	1 1					MED EXP (Any one person) \$	5,000		
			- 1				PERSONAL & ADV INJURY \$	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	2,000,000		
	X POLICY PRO-	1 1					PRODUCTS - COMP/OP AGG \$	EXCLUDED		
	OTHER:	-					Emp Ben. \$	1MIL/2MIL		
_	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	1,000,000		
В	X ANY AUTO			LFB0016073	10/01/2015	10/01/2016	BODILY INJURY (Per person) \$			
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$			
	HIRED AUTOS NON-OWNED AUTOS	1					PROPERTY DAMAGE (Per accident) \$			
							\$			
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$			
	EXCESS LIAB CLAIMS-MADE	]					AGGREGATE \$			
	DED RETENTION \$						\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER			
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE		- 2	Z126600002	05/01/2015	05/01/2016	E.L. EACH ACCIDENT \$	100,000		
	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A					E.L. DISEASE - EA EMPLOYEE \$	100,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	500,000		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (AC	CORD	101, Additional Remarks Schedule, π	nay be attached if mor	e space is requi	red)			
			,							
							2 M 1			
							_			
CE	RTIFICATE HOLDER				ANCELLATION					
	TAYLOR COUNTY BOCC 201 EAST GREEN STREE	T		]		N DATE THE	DESCRIBED POLICIES BE CAN EREOF, NOTICE WILL BE CY PROVISIONS.			
	PERRY, FL 32347				Joann A					

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER Brown & Brown of Florida, Inc.		CONTACT Joann Keenan				
Daytona BP.O. Box	Beach Office	PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS:				
Daytona t	Beach, FL 32115-2412	INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A : Zenith Ins Co	13269			
INSURED	BIG BEND TRANSIT, INC	INSURER B : RLI Insurance Company				
	ATTN: SHAWN MITCHELL PO BOX 1721 TALLAHASSEE, FL 32302	INSURER C:				
		INSURER D:				
		INSURER E :				
		INSURER F :				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		ADDL 9		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
В	X COMMERCIAL GENERAL LIABILITY					100.00	EACH OCCURRENCE	\$	1,000,00
	CLAIMS-MADE X OCCUR	Х	LG	B0013753	10/01/2015	10/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,00
							MED EXP (Any one person)	\$	5,000
	X EBL CLAIMS MADE	-					PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMPIOP AGG	\$	EXCLUDE
	OTHER:						Emp Ben.	\$	1MIL/2MI
	AUTOMOBILE LIABILITY	1444					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO	X	LFE	30016073	10/01/2015	10/01/2016	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
[	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A	Z12	6600002	05/01/2015	05/01/2016	E.L. EACH ACCIDENT	\$	100,000
1	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
ĺ									
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 101,	Additional Remarks Schedule,	may be attached if mor	e space is requir	ed)		

CERTIFICATE HOLDER	CANCELLATION				
ere en		*			
ACCOUNT HOLD OF THE MONEY PLONGE THE PARTY AND THE PARTY A	2 to 1, reduited in remarks conseque, may be assessed in more space to required				

SERTIFICATE HOLDER

FLCOM04

FLORIDA COMMISSION FOR THE

TRANSPORTATION DISADVANTAGED 605 SUWANNEE ST, M.S.-49 TALLAHASSEE, FL 32399-0450 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joann Koenen

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# ANNUAL BUDGET, COST PROPOSAL AND FARE RATE (COPY) Taylor County Community Transportation Coordinator RFP

Prepared for:

Annie Mae Murphy Clerk of the Court 108 North Jefferson Street, Suite 102 Perry, Florida 32347

Prepared By:

BIG BEND TRANSIT, INC.

2201 Eisenhower Street Tallahassee, Florida 32310

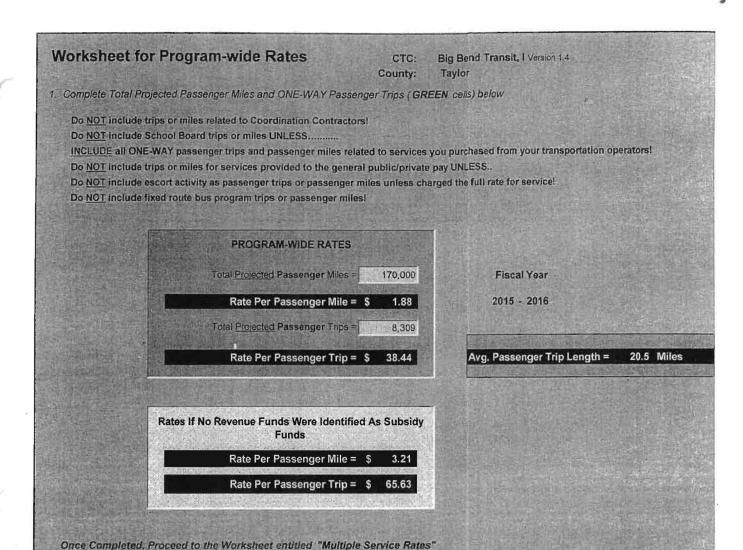
November 9, 2015

# **FLCTD**

# **Annual Operations Report Section VII: Expense Sources**

County: Taylor	Fiscal Year: July 1	l, 2014 - June 30, 201	
Status: Submitted to FLCTD			
Section VII: Financial Data			
2. Expense Sources			
Expense Item	Community Transportation Coordinator	Coordination Contractor	TOTAL EXPENSES
Labor (501):	\$217,779.00	\$0.00	\$217,779.00
Fringe Benefits (502):	\$112,624.00	\$0.00	\$112,624.00
Services (503):	\$10,495.00	\$0.00	\$10,495.00
Materials and Supplies Cons. (504):	\$112,714.00	\$0.00	\$112,714.00
Utilities (505):	\$6,803.00	\$0.00	\$6,803.00
Casualty and Liability (506):	\$27,649.00	\$0.00	\$27,649.00
Taxes (507):	\$156.00	\$0.00	\$156.00
Purchased Transportation Services (:	508)		
Bus Pass Expenses:	\$0.00	\$0.00	\$0.00
School Bus Expenses:	\$0.00	\$0.00	\$0.00
Other:	\$279.00	\$0.00	\$279.00
Miscellaneous (509):	\$4,274.00	\$0.00	\$4,274.00
Interest (511):	\$0.00	\$0.00	\$0.00
Leases and Rentals (512):	\$5,518.00	\$0.00	\$5,518.00
Annual Depreciation (513):	\$54,624.00	\$0.00	\$54,624.00
Contributed Services (530):	\$0.00	\$0.00	\$0.00
Allocated Indirect Expenses:	\$0.00	\$0.00	\$0.00
GRAND TOTAL:	\$552,915.00	\$0.00	\$552,915.00

	CTC Name: Big Ben	ıd Transit.	Inc.
Cour	ity (Service Area): Taylor		
С	ontact Person: Shawn	Mitchell	
	Phone # 850-574	1-6266	
是更是在	ck Applicable Charac		ORK TYPE:
ORG/	ANIZATIONAL TYPE:  Governmental	NETW	Fully Brokered
ORG/	ANIZATIONAL TYPE:	NETW	
			ORK TYPE:



#### Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

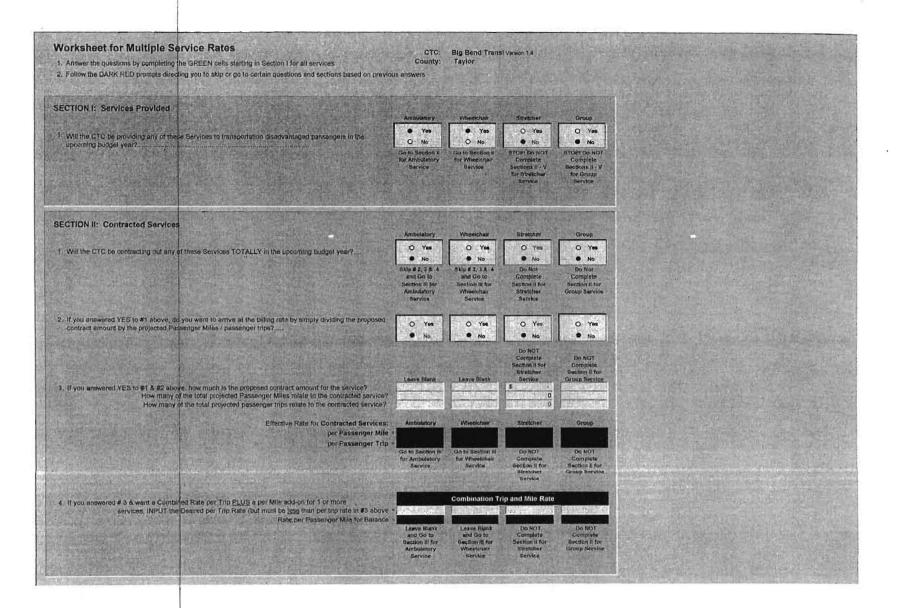
#### Vehicle Revenue Miles (VRM)

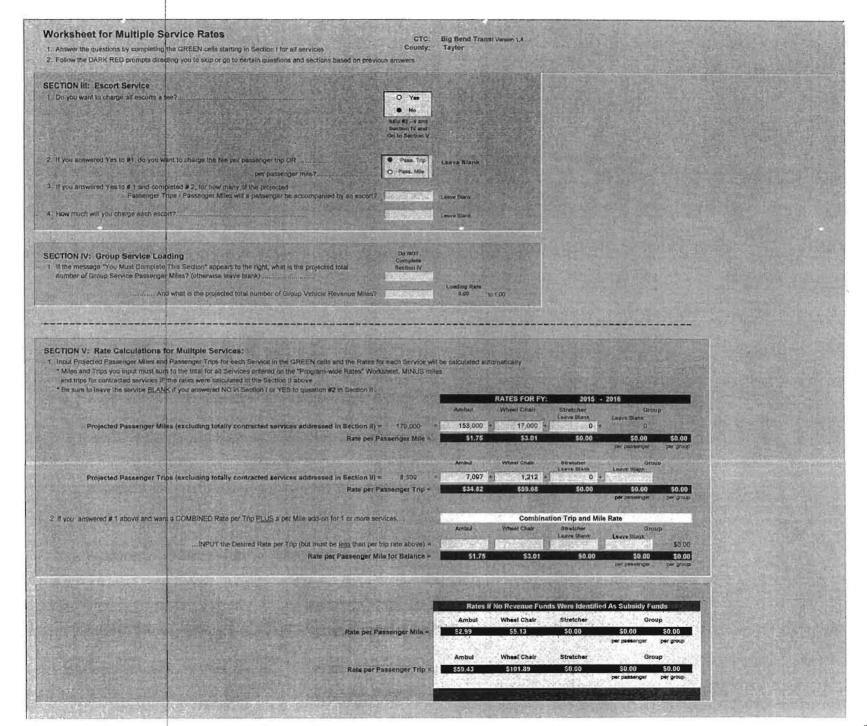
The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

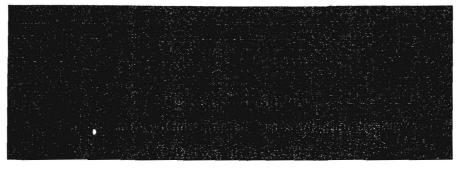
Deadhead
Operator training, and
Vehicle maintenance testing, as well as
School bus and charter services.

### Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.







SERVICE PROVIDED	UNIT	COST/UNIT
TDTF Ambulatory Passenger	Passenger Trip	\$34.82/passenger trip
TDTF Wheelchair Passenger	Passenger Trip	\$59.68/passenger trip
Escort	Trip	\$10.00/one-way trip
Advanced Reservation - Intra-County	Passenger Trip	\$2.00/passenger trip
Advanced Reservation - Inter-County	Passenger Trip	\$3.00/pick-up & \$0.25/mile
Other Federal, State and Local Government & Non- Governmental Agency/Organization	Vary	Negotiated

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