

SUGGESTED AGENDA
AMENDED
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JUNE 1, 2015
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR DMH ORTHOPEDIC POWER SYSTEM, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

HOSPITAL ITEMS:

- 4A. THE BOARD TO CONSIDER THE COMMITTEE'S RECOMMENDATION FOR THE PURCHASE OF MEDICAL BEDS FOR DOCTORS' MEMORIAL HOSPITAL.
- 4B. THE BOARD TO CONSIDER THE COMMITTEE'S RECOMMENDATION FOR THE PURCHASE OF EMERGENCY ROOM STRETCHERS FOR DOCTORS' MEMORIAL HOSPITAL.

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

CONSENT ITEMS:

5. NO MINUTES FOR APPROVAL AT THIS TIME.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER RELEASE OF BUDGETED FUNDS, IN THE AMOUNT OF \$19,316.30, AS REQUESTED BY THE CITY OF PERRY'S COMMUNITY REDEVELOPMENT AGENCY.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY THE COUNTY FINANCE DEPARTMENT.
9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BID SPECIFICATIONS FOR UPGRADES TO THE 3RD FLOOR COURTROOM AUDIO SYSTEM, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.

PUBLIC REQUESTS:

10. THE BOARD TO HEAR A PRESENTATION FROM JORDAN GREEN AND BILL HENDERSON REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S COUNTY WORK PROGRAM PRIORITIES.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

11. THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO FUND THE SALARY OF THE TAX COLLECTOR IN COMPLIANCE WITH FLORIDA STATUTES, AS AGENDAED BY THE TAX COLLECTOR.

GENERAL BUSINESS:

12. THE BOARD TO CHANGE THE START TIME OF THE REGULAR BOARD MEETING ON JUNE 23, 2015, TO 7:00 P.M. INSTEAD OF 6:00 P.M. IN ORDER TO ENSURE A QUORUM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE BOARD TO TASK STAFF TO BEGIN DEVELOPMENT OF THE REQUIRED MULTI-YEAR PLAN IN ORDER TO SPEND RESTORE ACT FUNDS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

14. THE BOARD TO APPROVE THE SUBMISSION/SUPPORT LETTER, UNRESTRICTED USE LETTER, RURAL ECONOMIC DEVELOPMENT INITIATIVE (REDI) WAIVER REQUEST, AND RESOLUTION OF MATCH REQUIRED FOR THE 2016-2017 CULTURAL FACILITIES GRANT PROGRAM APPLICATION FOR FOREST CAPITAL HALL PHASE II REHABILITATION, AS AGENDAED BY THE GRANTS DIRECTOR.
15. THE BOARD TO APPROVE THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT AND AUTHORIZING RESOLUTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS AGENDAED BY ANDY MCLEOD, PUBLIC WORKS DIRECTOR.
16. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION AND INTERLOCAL AGREEMENT WITH THE NORTH FLORIDA WORKFORCE CONSORTIUM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

17. THE BOARD TO TASK THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE FOR A NO WAKE ZONE AT DEKLE BEACH CANAL.

COUNTY ADMINISTRATOR ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF THE COUNTY ADMINISTRATOR'S RECOMMENDATION TO FILL THE POSITION OF INFORMATION TECHNOLOGY DIRECTOR.
19. THE BOARD TO CONSIDER APPROVAL OF A POLICY CONCERNING OUTDOOR FIREWORKS DISPLAYS.
20. 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.

4A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE COMMITTEE'S
RECOMMENDATION FOR THE PURCHASE OF MEDICAL
BEDS FOR DOCTOR'S MEMORIAL HOSPITAL

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue: There were four bids received in response to the County's solicitation on 3-17-15. The committee was thorough in its research and is now bringing forward a recommendation to purchase the Stryker beds.

Recommended Action: Accept the committee's recommendation

Fiscal Impact: \$348,075

Budgeted Expense: Yes

Submitted By: County Administrator

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

May 28, 2015

TO: The Board of County Commissioners

FR: Dustin Hinkel, Margaret Dunn, Mary Lescher, Amanda Gregory

The committee met on Thursday, May 28, 2015, and discussed the following:

The committee met on 3-31-2015 and 4-13-2015 and, at those meetings, eliminated two of the vendors who had submitted bids for not meeting the specifications as outlined in the solicitation document. The remaining two vendors were Stryker with a quote of \$348,075 and Linet Americas with a quote of \$258,726. Both vendors were asked to bring a sample of their offered product to the hospital for review by the committee and by hospital staff.

The Stryker bed was demonstrated on Thursday, April 23, 2015, and the Linet bed was demonstrated on Tuesday, April 28, 2015. Both beds were demonstrated at Doctors' Memorial Hospital. Margaret Dunn attended both demonstrations on behalf of the County and hospital staff also attended and evaluated the products.

The hospital staff were asked to use a pre-determined set of features that would be most commonly utilized during the care of a patient. A tally of the results, in which the higher score was the most desirable choice, resulted in a scoring of 721 for Stryker and 293 for Linet. Some of the comments are as follows:

"This (Stryker) bed is very user friendly and the bed alarm will prevent confused patients from getting up unassisted, thereby lessening patient falls."

"I think these (Stryker) beds are a lot sturdier than the other beds we have tried."

"The (Stryker) bed feels well-made and sturdy. The handles and bedrail latches seem to be made from thicker material which leads me to believe that they will stand up to long-term use."

"The quality of this (Linet) bed appears much less than the Stryker bed."

The observations made by Margaret Dunn were recorded in the attached narrative format and were from the vantage point of a non-healthcare provider. In the narrative the Stryker bed was the recommended choice.

As a result of the compilation of the reviews by hospital staff and the memo written by Margaret Dunn outlining her observations, the committee recommends that the Board of County Commissioners purchase the beds manufactured by Stryker.

The principal reasons for recommending Stryker over Linet are comfort, safety and security of the patient, ease of use by medical staff, and durability of the equipment.

Hospital Beds

Based on bed trials and Colleague evaluations that were performed April 17- May 1, 2015 the two that met Doctors' Memorial Hospital patient care needs were Stryker S3 and Linet Eleganza 3.

The enclosed attachment was the specs for the Hospital Beds. The Stryker Hospital Bed had significant advantages found to provide for our ability to offer the patient a better experience and the staff the ability to provide safe patient care.

From the specs that were enclosed in the bid packet,

- Retractable bed frame – A retractable frame cradles the patient in the center of bed and helps maintain a patient's position.
- Total of a 6 year warranty on beds parts and labor
- 30% Fall Prevention Guarantee – Stryker guarantees a 30% reduction in bed-related falls with the use of their technology and free Fall Prevention Program
- Multi Position Side Rails – Provides caregiver with a one-handed operation to aid in patient ingress and egress, potentially reducing caregiver back strain and helping to place patient in bed in a correct position the first time. During egress, the intermediate side rails provide two sturdy grip points to improve patient strength while getting in and out of bed while preserving the caregiver's back.
- Central located Brake – Brake location is conveniently in the center of the bed for staff to access during patient ingress or egress.
- Built in bed extender – ability to accommodate tall patients with the standard surface length of 84" that extends an additional 10inches.
- 2 hour response time for service
- Comfort Gel Mattress – A gel mattress provides cooling that allows more airflow to regulate the mattress temperature and decrease patient pressure ulcers and wounds.
- Pressure relief function – Relieves pressure in all 5 zones. Ideal to prevent pressure ulcers developing within all boney prominences.



Guidelines for Evaluating Bed Systems

This guide is intended to help you evaluate hospital bed systems. We will use the information you give us to make better decisions when purchasing beds. Wait until you have used the bed a few times before completing the survey, and make sure you use all of the features including:

1. Use both the hand and footboard controls to raise and lower the head of bed and foot of bed, and lower and raise the whole bed.
2. Raise and lower the side rails.
3. Lock and unlock the wheels.
4. Roll the bed a distance of 15 feet.
5. Remove the headboard.
6. Put someone in the bed and use the scale feature.
7. Get in the bed and use the side rails as hand holds for turning from side to side, move from a recumbent to sitting position, and to get into and out of bed.
8. If equipped with a fall detection system, test it with someone moving in bed and getting out of bed.
9. Attach Oxygen tank and IV Pole to bed.
10. **Remember to check the boxes for your Unit and the Bed**

SURVEY FORM IS ON THE BACK OF THIS PAGE

Name: Amanda Guy Date: _____ Unit: _____

Please check the bed that you are evaluating.

☒ Stryker S3

☐ Linet's Eleganza 3

Questions: (Please rate as follows, whereas 0 is very poor, 1 Poor, 2 Average, 3 Good, 4 Very Good)

1. How would you rate this bed's overall features during use of this product?

Very Poor _____ Poor _____ Average _____ Good 12 Very Good 48 = 60

2. What is your impression of this bed's overall ease of use?

Very Poor _____ Poor _____ Average _____ Good 12 Very Good 48 = 60

3. How effective do you think this product will be in reducing patient injuries?

Very Poor _____ Poor _____ Average 2 Good 15 Very Good 40 = 57

4. How effective do you think this product will be in reducing staff injuries?

Very Poor _____ Poor _____ Average 2 Good 30 Very Good 36 = 68

5. How effective do you think this product will be in assisting patients in transferring in and out of bed?

Very Poor _____ Poor _____ Average _____ Good 18 Very Good 40 = 58

6. How would rate the ease of locking/unlocking the wheels?

Very Poor _____ Poor _____ Average 2 Good 3 Very Good 56 = 61

7. How easy was it for you to use the controls?

Very Poor _____ Poor _____ Average _____ Good 12 Very Good 48 = 60

8. How would you rate ease of moving the bed?

Very Poor _____ Poor _____ Average _____ Good 15 Very Good 44 = 59

9. How would you rate the fall detection/bed exit alarm system?

Very Poor _____ Poor _____ Average 4 Good 9 Very Good 44 = 57

10. How would you rate one-handed intermediate side rails?

Very Poor _____ Poor _____ Average _____ Good 15 Very Good 44 = 59

11. How do you rate the one touch 30 degree head of bed?

Very Poor _____ Poor _____ Average _____ Good 9 Very Good 52 = 61

12. How do you rate the integrated scale on the bed?

Very Poor _____ Poor _____ Average _____ Good 9 Very Good 52 = 61

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer?

14. Overall durability of bed?

Total 721

15. What do you like most about this bed?

16. What do you like least about this bed?

17. Would you recommend this bed for Doctors Memorial Hospital?

16 Yes No _____ Maybe _____

Comments:

12. How do you rate the integrated scale on the bed?

Very Poor _____ Poor _____ Average _____ Good _____ Very Good 4

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer?

Gel, for 2 reasons, Pt. comfort + Less likely the Pt. will develop Pressure Ulcers.

14. Overall durability of bed?

I think these beds are alot sturdier than the other beds we have tried.

15. What do you like most about this bed?

I found this bed to be very user friendly + the safety devices were awesome, reaction time on the bed alarm was instant.

16. What do you like least about this bed?

I dislike that we do not have these beds in every room here.

17. Would you recommend this bed for Doctors Memorial Hospital?

X Yes No _____ Maybe _____

Comments:

This bed is very user friendly + the Bed Alarm will Prevent confused Patients from getting up unassisted thereby lessening Patient falls.
Improving Patient safety is a very high Priority.

12. How do you rate the integrated scale on the bed?

Very Poor _____ Poor _____ Average _____ Good _____ Very Good ☒

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer?

Gel - keeps it from longer & much more comfortable for pts. Gel ~~increases~~ decreases skin breakdown

14. Overall durability of bed?

excellent

15. What do you like most about this bed?

gel mattress and bed alarm 3 zone

16. What do you like least about this bed?

nothing

17. Would you recommend this bed for Doctors Memorial Hospital?

☒ Yes _____ No _____ Maybe _____

Comments:

12. How do you rate the integrated scale on the bed?

Very Poor _____ Poor _____ Average _____ Good _____ Very Good X

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer? *Without having a brand new foam mattress to compare this with, I can say that the gel mattress is very comfortable and feels more supportive when compared to our current models.*

14. Overall durability of bed?

The bed feels well made & sturdy. The handles & bedrail latches seem to be made from thicker material which leads me to believe that they will stand up to long-term use.

15. What do you like most about this bed?

I like that everything functions as it's supposed to and the operations are smooth.

16. What do you like least about this bed?

N/A.

17. Would you recommend this bed for Doctors Memorial Hospital?

X Yes No _____ Maybe _____

Comments:



A partnership with Tallahassee Memorial HealthCare.

Guidelines for Evaluating Bed Systems

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1. Use both the hand and footboard controls to raise and lower the head of bed and foot of bed, and lower and raise the whole bed.
2. Raise and lower the side rails.
3. Lock and unlock the wheels.
4. Roll the bed a distance of 15 feet.
5. Remove the headboard.
6. Put someone in the bed and use the scale feature.
7. Get in the bed and use the side rails as hand holds for turning from side to side, move from a recumbent to sitting position, and to get into and out of bed.
8. If equipped with a fall detection system, test it with someone moving in bed and getting out of bed.
9. Attach Oxygen tank and IV Pole to bed.
10. Remember to check the boxes for your Unit and the Bed

SURVEY FORM IS ON THE BACK OF THIS PAGE

Name: Amanda Gray Date: _____ Unit: _____

Please check the bed that you are evaluating.

_____ Stryker S3

☒ Linet's Eleganza 3

Questions: (Please rate as follows, whereas 0 is very poor, 1 Poor, 2 Average, 3 Good, 4 Very Good)

1. How would you rate this bed's overall features during use of this product?

Very Poor 0 Poor Average 16 Good 9 Very Good = 25

2. What is your impression of this bed's overall ease of use?

Very Poor 0 Poor Average 18 Good 3 Very Good 4 = 25

3. How effective do you think this product will be in reducing patient injuries?

Very Poor 0 Poor 1 Average 18 Good Very Good = 19

4. How effective do you think this product will be in reducing staff injuries?

Very Poor 0 Poor 2 Average 14 Good 5 Very Good = 21

5. How effective do you think this product will be in assisting patients in transferring in and out of bed?

Very Poor Poor 2 Average 8 Good 12 Very Good 4 = 26

6. How would rate the ease of locking/unlocking the wheels?

Very Poor Poor 1 Average 12 Good 12 Very Good 4 = 29

7. How easy was it for you to use the controls?

Very Poor Poor 2 Average 12 Good 9 Very Good 4 = 27

8. How would you rate ease of moving the bed?

Very Poor Poor 1 Average 10 Good 15 Very Good 4 = 30

9. How would you rate the fall detection/bed exit alarm system?

Very Poor Poor 2 Average 10 Good 6 Very Good = 18

10. How would you rate one-handed intermediate side rails?

Very Poor 0 Poor 2 Average 12 Good 9 Very Good = 23

11. How do you rate the one touch 30 degree head of bed?

Very Poor 0 Poor 3 Average 8 Good 9 Very Good 4 = 24

12. How do you rate the integrated scale on the bed?

Very Poor 0 Poor Average 16 Good 3 Very Good 4 = 23

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer?

14. Overall durability of bed?

15. What do you like most about this bed?

16. What do you like least about this bed?

17. Would you recommend this bed for Doctors Memorial Hospital?

 Yes No 8 Maybe 4

Comments:

Total 293

12. How do you rate the integrated scale on the bed?

Very Poor _____ Poor _____ Average ☒ Good _____ Very Good _____

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer? *foam*

14. Overall durability of bed? *OK*

15. What do you like most about this bed? *High side rails*

16. What do you like least about this bed? *Slow movement when lowering the bed and you have to hold the one touch controls including the CPR which can be time consuming in a bad situation*

17. Would you recommend this bed for Doctors Memorial Hospital?

____ Yes No ____ Maybe ☒

Comments:

12. How do you rate the integrated scale on the bed?

Very Poor ☒ Poor _____ Average _____ Good _____ Very Good _____

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer?

Gel, less likely for pressure Ulcers to form

14. Overall durability of bed?

No Pt has been placed in this bed & the side rail is already broken. Pretty sure it will NOT be durable

15. What do you like most about this bed?

The fact that the hospital has not purchased this lemon as of yet.

16. What do you like least about this bed?

The fact that this bed came to us broken

17. Would you recommend this bed for Doctors Memorial Hospital?

Yes _____ No ☒ Maybe _____

Comments:

12. How do you rate the integrated scale on the bed?

Very Poor _____ Poor 0 Average _____ Good _____ Very Good _____

13. What type of mattress would you recommend Gel or Foam to help prevent Pressure Ulcers and please explain your answer?

Gel

14. Overall durability of bed?

Does not seem sturdy Side rails are shaky + there is a crack in the head rail

15. What do you like most about this bed?

Rolls easily

16. What do you like least about this bed?

17. Would you recommend this bed for Doctors Memorial Hospital?

____ Yes No X Maybe _____

Comments:

The quality of this bed appears much less than the Styer bed.

April 30, 2015

TO: Dustin and the other members of the committee

FR: Margaret Dunn

RE: Comparing the two hospital beds

On Thursday, April 23, 2015, I traveled to Doctors' Memorial Hospital to see the Stryker hospital bed as quoted by Stryker in the recent bid solicitation. Then, on Tuesday, April 28, 2015, I returned to DMH to see the Linet hospital bed as offered in their recent response to our bid solicitation.

Here are my observations as to why the Stryker bed should be chosen over the Linet:

The Linet bed, according to the representative, is a European designed and manufactured product. According to the sales rep, the European model for hospital care is that the patient comes in to the hospital and is triaged in the Linet bed. If it is determined that the patient will be admitted, the patient remains in that same bed. This differs from the American model where the patient is transported on the stretcher/bed and is moved from the stretcher/bed to a hospital room bed.

Because of the European method described above, the Linet bed is designed to be a stretcher as much as a hospital bed. It is lighter weight and the control panels are attached to the bed via stretch cables instead of being built in to the bed itself in order to avoid damage as the bed is moved through the hospital hitting doors and walls. This design results in stretch cables hanging down to the floor creating an issue of having to avoid stepping on them. The Stryker bed controls were built in to the bed itself with no dangling cords.

The side rails of the Linet bed are designed in such a way to keep the patient from being able to fall out of the bed by locking the sides if pressure comes from the patient side (within) the bed. This design, then, requires the nurse or family member to use two hands and apply slight pressure from the outside of the bed before the latch will allow the sides to drop. This is definitely a two handed process and I foresee family members being frustrated because they will not know to apply this opposite pressure. This will result in more calls to the nurse for help. The Stryker bed was definitely a one handed process for lowering a side.

The Linet sales rep said that new Federal green standards are coming in the late twenty-teens (2018? He wasn't sure). He said that Linet was ahead of the game by implementing them now. This means that the bed "goes to sleep" after one minute of not using any controls. When a person (patient or nurse or family member) wants to push a control button, he or she will have to push a green button first to wake the bed up. I foresee this causing frustration for the patient and/or family member and more calls for help from the nurse. The Stryker bed did not have this feature. One would hope that the standards would change before they become mandatory.

The headboard/footboards for both Stryker and Linet are designed for fast removal should emergency care be needed for the patient. The Linet bed required that releases or knobs on both sides of the bed be turned first before the headboard would release. The Stryker headboard came right off with one hand.

Both Stryker and Linet beds would move to a chair position with one button, thus preventing the patient from sliding towards the end of the bed. I observed, however, that the Linet bed tilted at an angle towards the patient's feet prior to going into a chair position. It would seem to me that the patient would feel uncomfortable, maybe even scared, feeling like he or she would slide before the bed moved into a chair position. This may be standard and of no issue, but it was my observation.


There is no doubt that the gel mattress on the Stryker bed is the better mattress. The Linet representative did say that we could upgrade to a gel mattress at additional cost. The foam-only mattress felt "flimsy".

The patient stand assist feature in the two beds was very different. In the Stryker bed, the two side rails (head and foot) are easily moved to the position that allows the patient to grasp with both hands to assist themselves up. The Linet bed has a T-handle that can be pulled from under the bed and set at a 90 degree angle that allows the patient one hand on the side rail and one hand on this T-handle. The T-handle has a thumb switch that raises or lowers the bed so that the patient can raise himself to a near-standing position. If I were the patient looking for assistance and felt weak in any way, I would feel uncomfortable with two different types of handles and I would feel more secure being able to grasp the side rail handle bar rather than a more slippery T-handle. The side rail of the Linet bed has a lot of give – it wiggles a lot. The sales rep said it was because the bed is used as a stretcher and the give in the side rail helps avoid damage if the bed is rolled into a wall.

Having seen both the Stryker and Linet demonstrations and having had the experience of multiple hospital visits while caring for my mother, it is my opinion that the Stryker bed is the better choice. The Linet bed makes a good stretcher – it is lightweight and moves very easily, however, it would be more frustrating to operate and I know my mother, who was a cancer patient, would have been very frustrated with not understanding that the operation of the bed was a two step process (having to wake the bed up) and would not have cared for the handrail having so much give in it when she was trying to stand. If I were the caregiver, I would be frustrated at the processes of lowering the sides of the Linet bed and removing the head and foot boards as well as having to avoid stepping on cords.

MED

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item***

SUBJECT/TITLE: 	THE BOARD TO CONSIDER THE RECOMMENDATION OF THE BID COMMITTEE FOR THE PURCHASE OF STRETCHERS FOR DOCTORS' MEMORIAL HOSPITAL
MEETING DATE REQUESTED:	JUNE 1, 2015

Statement of Issue: There were two bids received in response to the County's solicitation on 3-17-15. The committee was thorough in its research and is now bringing forward a recommendation to purchase the Stryker stretchers.

Recommended Action: Accept the committee's recommendation

Fiscal Impact: \$48,650.00

Budgeted Expense: Yes

Submitted By: Dustin Hinkel, County Administrator

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Stretchers

Based on stretcher trials and Colleague evaluations that were performed beginning on April 17 – 27, 2015 and also on May 13 – 20, 2015 the two that met Doctors' Memorial Hospital patient care needs were Stryker Prime Big Wheel Stretcher and Hill-Rom Premium Stretcher.

The enclosed attachment was the specs for the emergency room stretchers. The Stryker Prime Big Wheel Stretcher had significant differences found to provide to offer the patient a better experience and the staff ability to provide safe patient care.

From the specs that were enclosed in the bid packet,

- Infection Control issue : the Stryker Stretchers can be pressure washed and the Hill Rom stretchers cannot**
- The Bed elevation is electric on the Stryker Stretcher, whereas it is manual lift on the Hill-Rom.**
- The Stryker Electric Stretchers has an Electric Head and Foot, whereas Hill rom is Manual. This occupies at least 2 people to elevate head and feet of a bariatric patient.**
- The steering on the Stryker Stretchers are more fluid and easier controlled, whereas the Hill-Rom is harder to steer and the bed tends to drift from one side to the other.**
- The Big Wheel on the Stryker provides easier control when turning, whereas Hill-Rom is harder to turn without the big wheel.**



A partnership with Tallahassee Memorial HealthCare

ER Stretcher Specs

Director of Emergency Room: Debbie Dorman

A Big Wheel Stretcher (Quantity of 5)

- Big Wheel Advanced Mobility
- 5"x30" Pressure Redistribution Mattress
- 4 Sided Brake/Steer Control
- 2 Sided Hydraulic Controls
- Pneumatic Backrest/Hydraulic Knee Gatch
- Dual End Side Rail Release
- Integrated Transfer Board
- Pop-up Push Handles (Head End)
- Integrated Pump Rack
- 2 Stage IV Pole Head Right
- 700lbs Weight Capacity
- ID Bumpers
- Emergency Label
- 5 Year Preventive Service Maintenance

A Big Wheel Electric Stretcher (Quantity of 1)

- Big Wheel Advanced Mobility
- Electric Powered Lift Base
- Electric Side rail Patient Comfort Controls
- Scale System
- Foot End Nursing Controls
- 5"x30" Pressure Redistribution Mattress
- Retractable Cord
- 4 Sided Brake/Steer Control
- 2 Sided Hydraulic Controls
- Pneumatic Backrest/Hydraulic Knee Gatch
- Dual End Side rail Release
- Integrated Transfer Board
- Pop-up Push Handles (Head End)
- Integrated Pump Rack
- 2 Stage IV Pole Head Right
- 700lbs Weight Capacity
- ID Bumpers
- Emergency Label
- 5 Year Preventive Service Maintenance

**Please note the items that are features on your stretcher
Completed by Gary Hogan Stryker Rep**

ER Big Wheel Stretcher (Quantity 5)	Stryker
Big Wheel Advanced Mobility	YES
5x30 Pressure Redistribution Mattress	YES
4 Sided Brake/Steer Control	YES
2 Sided Hydraulic Knee Gatch	YES
Dual End Side Rail Release	YES
Integrated Transfer Board	YES
Pop-up Push Handles (Head End)	YES
Integrated Pump Rack	YES
2 Stage IV Pole Head Right	YES
700lbs Capacity	YES
ID Bumpers	YES
Emergency Label	YES
5 year Preventive Service Maintenance	YES
ER Big Wheel Electric Stretcher (Quantity 5)	
Big Wheel Advanced Mobility	YES
Electric Powered Lift Base	YES
Electric Side Rail Patient Comfort Controls	YES
Scale System	YES
Foot End Nursing Controls	YES
5x30 Pressure Redistribution Mattress	YES
Retractable Cord	YES
4 Sided Brake/Steer Control	YES
2 Sided Hydraulic Knee Gatch	YES
Pneumatic Backrest/Hydraulic Knee Gatch	YES
Dual End Side Rail Release	YES
Integrated Transfer Board	YES
Pop-up Push Handles (Head End)	YES
Integrated Pump Rack	YES
2 Stage IV Pole Head Right	YES
700lbs Capacity	YES
ID Bumpers	YES
Emergency Label	YES
5 year Preventive Service Maintenance	YES

Please note the following items that are features on your stretcher
Completed by Tim Sawyer Hillrom rep

ER Big Wheel Stretcher (Quantity 5)	Hill-Rom
Big Wheel Advanced Mobility	Alternate, Included, Stearing Plus™ System (Uses 5th Wheel as Pivot).
5x30 Pressure Redistribution Mattress	Included, 5" Thick Comfortline Multidensity Foam, 30" Width with Fire Barrier.
4 Sided Brake/Steer Control	Included, 4 Sided Brake and Steer Pedals.
2 Sided Hydraulic Knee Gatch	Optional, Knee Gatch.
Dual End Side Rail Release	Included, One-Step TuckAway Siderails for Zero-Gap Transfers.
Integrated Transfer Board	N/A, One-Step® TuckAway™ Siderails for Zero-Gap Transfers.
Pop-up Push Handles (Head End)	Included, Ergonomic Push Handles at Head.
Integrated Pump Rack	Included, Integrated Utility Tray.
2 Stage IV Pole Head Right	Included, 3 Stage IV Pole Located at Head
700lbs Capacity	Included, 700 lbs. weight capacity.
ID Bumpers	Included, Full Perimeter Bumpering.
Emergency Label	Included, Emergency Label available upon request at time of order.
5 year Preventive Service Maintenance	Optional, Hill-Rom included pricing for Five (5) year Preventative Maintance coverage. Refer to the Service Proposal included with the bid, Proposal# 329550.
ER Big Wheel Electric Stretcher (Quantity 5)	
Big Wheel Advanced Mobility	Alternate, Included, IntelliDrive Powered Drive System (Uses 5th Wheel as Pivot).
Electric Powered Lift Base	Hydraulic Pump Lift Base
Electric Side Rail Patient Comfort Controls	Optional, on the Electric Stretcher
Scale System	Optional, digital scale in lbs and kgs
Foot End Nursing Controls	N/A
5x30 Pressure Redistribution Mattress	Included, 5" Thick Comfortline Multidensity Foam, 30" Width with Fire Barrier.
Retractable Cord	Included, Cord Hook for Power Cord Storage
4 Sided Brake/Steer Control	Included, 4 Sided Brake and Steer Pedals.
2 Sided Hydraulic Knee Gatch	Included, Knee Gatch
Pneumatic Backrest/Hrdraulic Knee Gatch	Included, Pheumatic Backrest, Knee Gatch
Dual End Side Rail Release	Included, One-Step TuckAway Siderails for Zero-Gap Transfers.
Integrated Transfer Board	N/A, One-Step® TuckAway™ Siderails for Zero-Gap Transfers.
Pop-up Push Handles (Head End)	Included, Ergonomic Push Handles at Head.
Integrated Pump Rack	Included, Integrated Utility Tray.
2 Stage IV Pole Head Right	Included, 3 Stage IV Pole Located at Head
700lbs Capacity	Included, 700 lbs. weight capacity.

ID Bumpers	Included, Full Perimeter Bumpering.
Emergency Label	Included, Emergency Label available upon request at time of order.
5 year Preventive Service Maintenance	Optional, Hill-Rom included pricing for Five (5) year Preventative Maintenance coverage. Refer to the Service Proposal included with the bid, Proposal# 329550.



7

May 14, 2015

Taylor County Board of County Commissioners
c/o Annie Mae Murphy
Clerk of Circuit Court
108 N. Jefferson Street, suite 102
Perry, FL 32348

Dear Ms. Murphy,

On behalf of the City of Perry's Community Redevelopment Agency, I am respectfully requesting funds in the amount of \$19,316.30. The enclosed information details how this amount was determined.

0341-58107

Please call me if you have any questions.

Sincerely,

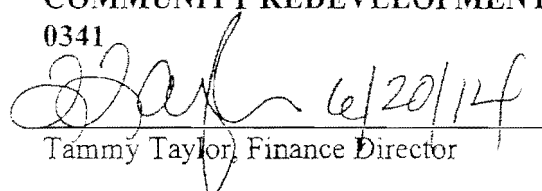
Penny B. Staffney
Director of Finance

Enclosure

agenda/consent 6/1/15 2241 for

**DETAIL BUDGET REQUEST
2014/2015 FISCAL YEAR**

DEPARTMENT: COMMUNITY REDEVELOPMENT
DEPARTMENT #: 0341

PREPARED BY:  6/20/14
Tammy Taylor, Finance Director

Account # Description

58107 CITY REDEVELOPMENT TRUST FUND

2014/2015
Budget
Amount
\$21,000

Actual
5/4/15
\$19,316.30

This expenditure is budgeted for payment to the City of Perry, for the "Community Redevelopment Trust Fund. The funds are used by the City of Perry to "finance (or refinance) community redevelopment undertaken pursuant to the City's Community Redevelopment Plan."

(Refer to City Ordinance No. 623 and No. 618; Fl.Statutes 163.340)

The City of Perry invoices the Board on an annual basis. Calculation for the County's portion due in the 2014 F.Y. is as follows:

Difference between ("2013/2014") & 1993 property values
x Taylor County operating millage
Total amount due from Taylor County

(The 2014-2015 FY budget is an estimate, based on the \$19,112 billing for 2014 FY, and \$20,960 for the 2013 FY (2012 FY \$20,773))

TOTAL BUDGET \$21,000

(budget decrease of \$2,000)

(Depends on the change in values in the properties that are within the CRA)

RESOLUTION

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

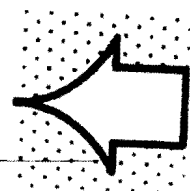
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$26,098	001-3342007	911 Rural County Maintenance(Spring)Grant
Expenditures:		
\$26,098	0255-54630	R&M - Office Equipment

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 1st day of June, 2015²⁶ at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

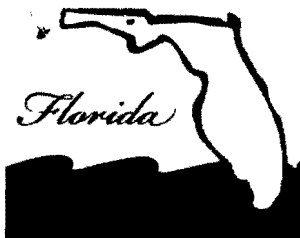
Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

(New Grant Awarded for 2015 FY-"spring" grant)



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-3900
Tel: 850-922-7451
Fax: 850-488-9837
<http://florida911.mylflorida.com/>

May 4, 2015

Taylor County Board of County Commissioners
Attn: Finance & Accounting
Post Office Box 620
Perry, FL 32348

Subject: 2015 Spring Rural County Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. In accordance with the 2015 Spring Cycle Rural County Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

In accordance with the Rural County Grant Program Application Section 8.0, Financial and Administrative Requirements, subsection 8.1 states that grant funds shall be provided on a cost reimbursement basis. Subsection 8.3 states that upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the county shall submit verification of payment to the vendor.

The following provides details concerning your specific application(s):

Amount Requested	Amount Approved	Grant #	Disbursement
\$26,097.10	\$22,938.10	15-4-22	E911 Maintenance
	\$3,159.00	Part B	Map Maintenance

Total Grant Award **\$26,097.10**

0255-54630 expend.
001-3342007 Review
P 26,098

Official Amendment
6/1/15

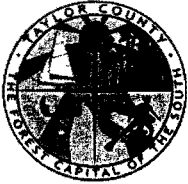
Board Members: Laurene Anderson • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie
Stan L. Greer • Sandra A. Khazraee • David A. Konuch • Dale M. Mitchell • Tomer Nadler • Ira J. Pyles

We serve those who serve Florida.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and consider approval of bid specifications for upgrades to the 3rd floor courtroom audio system.

MEETING DATE REQUESTED:

June 1, 2015

Statement of Issue: Bid specification for courtroom audio upgrades

Recommendation: Consider for approval

Fiscal Impact: Funded by Court Improvement Fund

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

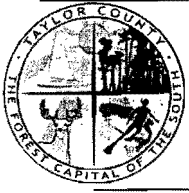
History, Facts & Issues: County staff was tasked with providing a bid specification for upgrades to the 3rd floor courtroom audio system. Staff hired an audio consultant to assist with writing a scope of work that would satisfy the needs of a courtroom and allow for future expansion in needed. The necessary funds for the project are available in the court improvement fund.

Options:

1. Approve the bid specification as written
2. Approve the specification with changes
3. Deny approval

Attachments:

1. Copy of bid spec with notice.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKEL, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS FOR COURTROOM AUDIO SYSTEM UPGRADE

The Taylor County Board of County Commissioners is soliciting sealed proposals for an upgrade to the 3rd floor Courtroom Audio System in the Taylor County Courthouse.

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "***Sealed Proposal for Courtroom Audio System Upgrade***" 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 Thursday, July 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 6:00 P.M. local time, or as soon thereafter as practical, on Monday, July 6, 2015, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Facilities Maintenance Department located at the Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Required Proposal information:

1. **Firm Overview** – Provide firm information including, but not limited to, Physical Address, Financial Stability, Date Established, Key Project Personnel, Current Insurance Coverages, and Ability to Provide Requested Services.
2. **Prior Related Experience** – Project Examples for last five years for which similar services have been provided. For each project, indicate (1) Project Name and Location, (2) Description of Project, (3) Owner Name, Address and Contact information, (4) Cost of Work and (5) Date Completed.
3. **Scope of Work** – Proposal detail. Refer to Attachment "A" for scope of work.
4. **Fee** - Proposed Lump Sum price.
5. **Project Timeline** – Provide timeline outlining proposed starting date, estimated length of project, and date of completion.

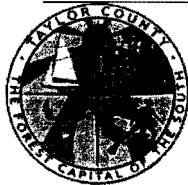
The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal

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 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. The County, 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 proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

For additional information contact:

William D. (Danny) Griner
Taylor County Building Dept.
201 E. Green Street
Perry, FL. 32347
(850) 838-3500

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

GENERAL PROPOSAL INFORMATION

1. A pre-bid walkthrough may be conducted at the Courthouse facilities.
2. Proposal information **MUST** be obtained from the Facilities Maintenance Department, 201 East Green Street, Perry, Florida 32347, (850) 838-3500.
3. Five (5) proposal packages must be submitted 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, Thursday, July 2, 2015.
4. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposals for Courtroom Audio System Upgrade"**.
5. **All proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**
6. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
7. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
8. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
9. Proposals shall be received and respondents announced on Monday, July 6, 2015 at 6:00 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
10. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal 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.

General Proposal Considerations
(Continued)

11. It is the responsibility of the respondents to fully understand and follow all project expectations detailed in Attachment "A".
12. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.
13. The County, 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 proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
15. For additional information, contact:

William D. (Danny) Griner,
Taylor County Building Dept.
201 E. Green Street
Perry, Florida 32347

(850) 838-3500



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(850) 584-6113 Phone
(850) 584-2433 Fax

PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal information referenced above.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- _____ 3. Declaration Page from Workers' Compensation Insurance, or Exemption Certificate issued by the State and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).
- _____ 5. Attachment "B" included as top page of bid.

Checklist **Please include with proposal.**

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

TAYLOR COUNTY COURTROOM AUDIO SYSTEM UPGRADE

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2015,

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, personally known to me () produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2015, by

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT "A"

TAYLOR COUNTY COURTROOM AUDIO SYSTEM UPGRADE

DESCRIPTION

Contractor shall be responsible for providing all audio equipment as described. This includes all labor, materials, equipment, tools, transportation, and project management required for a complete and fully operational system.

Contractor is responsible for removal of existing speakers and audio equipment, and installation of the new audio system and related items. Owner will retain ownership of existing equipment, and or provide for disposal of the equipment.

Owner will supply one 20 Amp dedicated circuit for the sound system at the sound system equipment rack location.

Contractor will provide single-line schematic drawings of the sound system being provided and installed. Included will be interconnect to the court recording system, and any other peripheral equipment required to complete the audio system.

Contractor may proceed with work when drawings have been approved.

Contractor is responsible for supplying a complete and fully operational audio system as specified in the bid document, and any subsequent addendums. Bidder is responsible for notifying the Owner of any equipment omissions in the bid document that would prevent the completion of a fully operational system. If contractor fails to notify Owner of any equipment omissions, Contractor shall assume responsibility for providing the required equipment at no additional cost to the Owner.

Contractor shall field verify all work site conditions prior to submitting shop drawings.

All equipment, except OFE, shall be new, latest version at the time of bid, and shall conform to applicable UL, CSA, or ANSI provisions.

BIDDER QUALIFICATIONS

Owner seeks to contract with a company specialized in the field of Courtroom Sound Systems, and related communication systems. Owner understands the specialty of the Courtroom Technology requirement, and the continually changing requirements with courtroom technology. The following conditions are required to pre-qualify to bid on the courtroom sound system upgrade.

1. Bidder shall be a certified dealer for the specific equipment as specified.
2. Bidder shall be required to provide three courtroom installations of similar scope within the past three years, location of installations, contact name, phone number and email address for each installation reference.
3. Bidder shall provide two courtroom installations of similar scope that are at least five years old, contact name, phone number and email address for each installation reference.
4. Bidder will have on staff full time programmer certified in Crestron programming and Media Matrix programming. Programmer will have been on staff for a minimum of two years, and have a minimum of two years programming experience in courtroom and judicial systems. Provide three courtroom references, contact name, phone number and email address. Can be the same references as #2 or 3, if programmer did the programming for these projects.
5. Bidder shall be able to provide service within four (4 hours) of notification Monday through Friday, through the initial warranty period of twelve (12) months after owner acceptance of project completion. Warranty coverage will be full coverage of any and all circumstances that may arise, including operator related issues, without further charge to the owner throughout the initial twelve month warranty period.

SUBMITTALS

Successful bidder will provide one set of shop drawings, complete with product data on all equipment within thirty (thirty) calendar days of date shown on award notice to contractor.

CLOSEOUT SUBMITTAL

Upon completion of the installation contractor will provide two complete sets of "as built" drawings referencing equipment locations, rack layouts, all related patch points, interconnect, and related information. A complete set of manufacturer's equipment documentation, owner manuals, all data discs, all product related information, organized in a three ring binder of sufficient size. Also provide an electronic copy (PDF). Drawings should include serial numbers model numbers, and related information specific to the hardware. Copies of all programming code related to the courtroom control system and audio processor.

GENERAL SPECIFICATIONS

1. All cabling is to be labeled at each end with simple description of cable function.
2. All equipment shall be new, latest version, excluding "B" stock equipment. Damaged equipment will be rejected by the owner, and will be replaced without additional cost to the Owner.
3. Rack cabling will be installed in a neat, secure, and organized manner using standard practice wiring methods.

QUALITY ASSURANCE

Quality standards apply based on NEC, NEMA, ANSI, OSHA, UL, FCC, NCTA and EIA.

WARRANTY / SERVICE

Contractor shall warrant labor, travel, equipment, and materials for twelve (12) months following the date of final completion acceptance.

Contractor will provide technical support during normal business hours, 8am to 5pm, Monday through Friday. In the event an issue cannot be resolved via phone technical support then on-site support will be provided within four hours, or when the Owner requests based on the courtroom schedule, to resolve the issue and return the system to functionality.

SYSTEM OVERVIEW

Sound reinforcement system to provide mix minus audio for the Judge, Well, Defense, Prosecution, Jury, and Witness. Each zone will be individually powered and processed, as well as time aligned to the specific microphone location in the room, in order to create a high level of intelligibility in a manner which sounds minimally amplified at each location. The final result will yield a conversational environment where everyone participating in the court proceedings can easily communicate in a comfortable listening environment, where the sound system essentially disappears into the sound field.

COURTROOM EQUIPMENT SPECIFICATION

Equipment as specified, no substitutions

AUDIO PROCESSING

One Media Matrix Nion NE Audio processor
One Media Matrix NIO-AEC echo cancellation card
One Media Matrix NIO-4x4 input / output card
One Media Matrix NIO-80 output card

AMPLIFICATION

One BiAmp MCA8050 8 channel 50 watt per channel amplifier
Six TDT50 Transformers for 70V zone application

MICROPHONES

Two Shure MX202W/C microphones to be suspended over the Jury
Existing microphones will be used for the rest of the locations

SPEAKERS

Eighteen Community CL4P coaxial 4" ceiling speakers to be distributed as follows:

Zone 1 Judge (1), Zone 2 Witness (1), Zone 3 Jury (2), Zone 4 Defense (1), Zone 5 Prosecution (1) Zone 6 Public Seating (8) Zone 7 Side staff table seating area (4)

AUDIO RACK

Lowell Floor rack model LBR 24-22, with fully vented door LFD24-FV
Necessary lacing bars and wire management devices to provide a clean and organized rack

Court Technology Recording Equipment (OFE) may also be installed in the rack (to be coordinated with Court Technology Officer)

ONE APC 1500 watt rack mount UPS model UPS X 1500VA rack/tower LCD

CABLE / CONNECTORS

Microphone wire will be West Penn 291

Line Level wire will be West Penn 292

Speaker cable will be West Penn 16 Ga. 225,

Plenum Cable Where required by code

All connectors will be Switchcraft or Neutric solder on connectors

Custom surface mount input connections for the attorney tables to accommodate one Microphone input and one network output (future)

TELEPHONE INTERFACE

One J.K. Audio InnKeeper1-RX to provide telephone conference interface to the Owner supplied phone system.

Owner will provide POTS line for the phone conference.

CONTROL SYSTEM

One Crestron CP3N Control system processor

One Crestron TSW-1050 Touch Panel (Clerk Location)

One Crestron TSW-750 (Judge's bench)

Table top mounts for both touch panels

PROGRAMMING

Provide all programming required to provide an operator free auto mix sound system. Utilize mix-minus technique for each zone. Delay microphones to the various speaker zones so that the amplified sound remains in time with the acoustic sound. For example, the jury mics should be individually time aligned to the Judge speaker, the attorney's speakers, etc. The Judge microphone should be time aligned to the Jury speakers, to the public seating area, the Jury, to the attorney speakers, etc. This requires a significant amount of programming with multiple mix matrixes and delay processors splitting and combining within the DSP. Each microphone should be time aligned individually to each unique destination.

Provide a completely independent record mix environment within the DSP for the Court Recording. Provide a four channel breakout Mix A,B,C,D, with microphones grouped as specified by the Court Technology Officer. Provide a summed mix E as specified by the Court Technology Officer (CTO). Coordinate with the CTO and verify all record mixes and levels are to their satisfaction for level, quality, and all other elements. The court recording mixes must be completely independent of the courtroom mixes and must not be affected by turning up and down microphone levels in the courtroom, or by muting the microphones in the courtroom.

The court recording will be activated and deactivated by the Judge, or Clerk, from either of the two touch panels. When the recording is activated the owner supplied recording light will be turned on via the control system. When recording is ended, the recording light will be turned off via the control system. When the recording is activated, the outputs of the audio processor will be unmuted and begin sending audio to the court recording system. When recording is stopped, the outputs will be muted and cease sending audio to the court recording system. These mutes are separate and independent of the microphones in the courtroom.

Sidebar will provide white noise to be played in the courtroom speakers, will mute all microphones with exception to the Judge's microphone and the sidebar microphone (OFE), and will mute the level of all microphones into the amplification system for confidentiality. The recording will be uninterrupted, as well as the recording being sent to the court reporter location, should they be using a court reporter.

The court reporter location will receive the "sum" mix E, and will activate and deactivate with the control system parallel to the "blue man" activation. Court reporter feed will be made compatible with the existing equipment, properly balanced or unbalanced, whatever is required to provide a noise free, hum free, clean recording to the court reporter equipment (OFE).

The Judge Crestron touch panel will only provide the controls necessary for the judge to begin the recording, go to sidebar, leave sidebar, and end recording, unless otherwise requested by the Judge and the Court.

The Clerk touch panel will provide a full complement of audio controls, individual microphone up/down, on/off, recording controls as previously described, phone conference activation, deactivation, translation on/off, and other functions that may be presented by the court, room reset, and additional features that may be required.

The programming element of this system requires the programmer to be flexible in the design of the GUI in order to provide a finished product that is logical, simple to operate, and meets the needs of the individuals operating the system. The CTO will provide recommendations to the needs of the court, and will ultimately have the final approval of the design and function of the system.

Throughout the one year system warranty service period programming modifications will be provided without charge to the Owner, including travel and related costs, to insure the Owner receives a system that functions in the manner with which it is intended.

During the installation, the Owner may have additional equipment that requires integration, such as displays for the translation system, translation codec, or other related equipment. This programming and integration will be provided at no additional cost.

SUMMARY OF SYSTEM

The successful bidder will be expected to provide a professional quality installation of all the equipment, integration of existing and new equipment, and develop and deploy a logical and simple user interface to facilitate the use of the system by NON TECHNICAL OPERATORS. The success of the system will depend greatly on the ability to understand what is needed in the day to day operations of the courtroom, and the individuals within the judicial system that operate the equipment.

TOTAL PRICE OF SYSTEM AS SPECIFIED

\$ _____

ATTACHMENT "B"

COURTROOM AUDIO SYSTEM UPGRADE

PRICE SHEET

COMPANY NAME: _____

TOTAL LUMP SUM PRICE: \$ _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HEAR A PRESENTATION FROM JORDAN GREEN AND BILL HENDERSON REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S COUNTY WORK PROGRAM PRIORITIES.

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue: THE BOARD TO HEAR AND DISCUSS FDOT'S PROGRAM PRIORITIES

Recommended Action: APPROVE

Fiscal Impact:

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: FY14 LETTER

Margaret Dunn

From: Tucker-Bauldree, Amy <Amy.Tucker-Bauldree@dot.state.fl.us>
Sent: Wednesday, April 15, 2015 1:55 PM
To: Margaret Dunn
Subject: RE: County Commission Meeting on May 4, 2015 @ 6:00 pm

Florida Department of Transportation's County Work Program Priorities.

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]
Sent: Wednesday, April 15, 2015 1:51 PM
To: Tucker-Bauldree, Amy
Subject: RE: County Commission Meeting on May 4, 2015 @ 6:00 pm

Yes, Ma'am. And the topic?

From: Tucker-Bauldree, Amy [mailto:Amy.Tucker-Bauldree@dot.state.fl.us]
Sent: Wednesday, April 15, 2015 1:50 PM
To: Margaret Dunn
Subject: RE: County Commission Meeting on May 4, 2015 @ 6:00 pm

Okay. If you will, please put them on the June 1 @ 6 pm Agenda.

Thanks so much!

Amy

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]
Sent: Wednesday, April 15, 2015 1:48 PM
To: Tucker-Bauldree, Amy
Subject: RE: County Commission Meeting on May 4, 2015 @ 6:00 pm

June 1

From: Tucker-Bauldree, Amy [mailto:Amy.Tucker-Bauldree@dot.state.fl.us]
Sent: Wednesday, April 15, 2015 1:48 PM
To: Margaret Dunn
Cc: Dustin Hinkel
Subject: RE: County Commission Meeting on May 4, 2015 @ 6:00 pm

They are already scheduled for another meeting on the 19th of May.

What date is the first meeting in June?

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]
Sent: Wednesday, April 15, 2015 1:43 PM
To: Tucker-Bauldree, Amy

Cc: Dustin Hinkel

Subject: RE: County Commission Meeting on May 4, 2015 @ 6:00 pm

Amy, my friend, would there be an inconvenience if they waited til May 19? The reason I ask is that Dustin will be out of town and I'll be at this meeting without him and his expertise in this area FAR exceeds my own. Of course, if they want to be there May 4, I am happy to put them on the agenda. Whichever works best for all of you. We are always happy to see you. (Maybe you could share the topic they wish to discuss and Dustin can give guidance on the best choice of meeting dates).

From: Tucker-Bauldree, Amy [<mailto:Amy.Tucker-Bauldree@dot.state.fl.us>]

Sent: Wednesday, April 15, 2015 1:14 PM

To: Margaret Dunn

Subject: County Commission Meeting on May 4, 2015 @ 6:00 pm

Importance: High

Good Afternoon!

Mr. Jordan Green and Mr. Bill Henderson are requesting **Taylor County** to include them on the agenda for an upcoming meeting on **Monday, May 4th at 6:00 pm.**

Please let me know if this is the correct date and time.

The purpose of the visit is to present the Florida Department of Transportation's County Work Program Priorities.

Thank you.



Amy Tucker-Bauldree

Department of Transportation - District 2

Administrative Assistant

1109 South Marion Avenue

MS 2007

Lake City, Florida 32025-5874

386-758-3725

Amy.Tucker-Bauldree@dot.state.fl.us



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(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

November 3, 2014

Florida Department of Transportation
Attn: Jordan L. Greene, P.E.
1109 South Marion Avenue
Lake City, FL 32025-5874

RE: FDOT 5-year Work Program

Dear Mr. Greene:

The Taylor County Board of County Commissioners extends its appreciation to the Florida Department of Transportation for the continued joint effort of improving Taylor County under the Florida Department of Transportation's 5-year work program. To that extent, the Board offers the following roads as candidates:

<u>Priority</u>	<u>Highway</u>	<u>Length</u>	<u>Location</u>
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CIGP –(County Incentive Grant Program (CIGP))

1	County Road 14 (CR14)	8.8 miles	US HWY 98 ~ County Line RD (CR 14)
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SCOP (Mill/Widen/Resurface)

1	Slaughter Road (359A)	2.3 miles	US HWY 19 ~ Harrison Blue Rd (CR 359A)
2	1 st Ave NE Steinhatchee	0.8 miles	SR 51 – SR 51 (Steinhatchee)
3	Contractors Road	0.49 miles	Foley Rd (CR 30) – Buckeye Gate
4	Dark Island Road	0.67 miles	Beach Road (361) to Dark Island Park
5	Spring Warrior Road	6.7 miles	Puckett Road (361A) to Spring Warrior

SCRAP (Mill/Resurface)

1	Gas Plant Road (359A)	1.0 miles	McDaniel Rd (CR 359A) ~ Pisgah Rd (CR 361)
2	McDaniel Road (CR359A)	1.3 miles	Wright Rd (CR 359A ~ Pisgah Rd (CR 361)
3	Buckeye Credit Union Rd (CR356)	0.6 miles	Foley Rd (CR 30) ~ E. Red Padgett Rd (CR356A)
4	Cedar Island	0.4 miles	Beach Road (361) – End of Cedar Island Road
5	Ash Street	1.8 miles	US 19 – Pharo Morgan Rd

HRRR (Mill/Widen/Resurface)

1	Beach Road	17.0 miles	Keaton Beach (361) – Perry HWY US 19/SR 55
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It is the Board's belief that these projects warrant improvement and will serve to improve the overall level of service. If you have any questions regarding this matter, please feel free to call me at (850) 838-3500. Thank you again.

Sincerely,

Dustin Hinkel
County Administrator



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

June 1, 2015

Florida Department of Transportation
Attn: Jordan L. Greene, P.E.
1109 South Marion Avenue
Lake City, FL 32025-5874

RE: FDOT 5-year Work Program

Dear Mr. Greene:

The Taylor County Board of County Commissioners extends its appreciation to the Florida Department of Transportation for the continued joint effort of improving Taylor County under the Florida Department of Transportation's 5-year work program. To that extent, the Board offers the following roads as candidates:

<u>Priority</u>	<u>Highway</u>	<u>Length</u>	<u>Location</u>
-----------------	----------------	---------------	-----------------

CIGP –(County Incentive Grant Program (CIGP)

1	County Road 14 (CR14)	8.8 miles	US HWY 98 ~ County Line RD (CR 14)
---	-----------------------	-----------	------------------------------------

SCOP (Mill/Widen/Resurface)

1	1 st Ave NE Steinhatchee	0.8 miles	SR 51 – SR 51 (Steinhatchee)
2	Contractors Road	0.49 miles	Foley Rd (CR 30) – Buckeye Gate
3	Dark Island Road	0.67 miles	Beach Road (361) to Dark Island Park
4	Spring Warrior Road	6.7 miles	Puckett Road (361A) to Spring Warrior

SCRAP (Mill/Resurface)

1	McDaniel Road (CR359A)	1.3 miles	Wright Rd (CR 359A ~ Pisgah Rd (CR 361)
2	Buckeye Credit Union Rd (CR356)	0.6 miles	Foley Rd (CR 30) ~ E. Red Padgett Rd (CR356A)
3	Cedar Island	0.4 miles	Beach Road (361) – End of Cedar Island Road
4	Ash Street	1.8 miles	US 19 – Pharo Morgan Rd

HRRR (Mill/Widen/Resurface)

1	Beach Road	17.0 miles	Keaton Beach (361) – Perry HWY US 19/SR 55
2	Foley Road (CR 30)	2.7 miles	US-19 – US 27E

It is the Board's belief that these projects warrant improvement and will serve to improve the overall level of service. If you have any questions regarding this matter, please feel free to call me at (850) 838-3500. Thank you again.

Sincerely,

Dustin Hinkel
County Administrator

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO FUND
THE SALARY OF THE TAX COLLECTOR IN COMPLIANCE
WITH FLORIDA STATUTES

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue: THE TAX COLLECTOR HAS REQUESTED THAT THE
BOARD CONSIDER THE TRANSFER OF FUNDS TO
COMPENSATE THE TAX COLLECTOR IN COMPLIANCE OF
CHAPTER 145.141, F.S.

Recommended Action: APPROVE

Fiscal Impact: \$97,871

Budgeted Expense: NO

Submitted By: MARK WIGGINS, TAX COLLECTOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: CHAPTER 145.141 REQUIRES THE COUNTY TO PAY FOR
ANY DEFICIENCY IN THE SALARY OF COUNTY OFFICERS DUE TO INSUFFICIENT
REVENUE FROM THE INCOME OF THEIR OFFICE. THIS TRANSFER WILL ENSURE
THE CORRECTION OF DEFICIENCIES IN INCOME.

Options: APPROVE
DISAPPROVE

Attachments: LETTER OF ACKNOWLEDGEMENT TO FDOR
CHAPTER 145.141, F.S.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-2433 Fax

June 1, 2015

Ms. Cathy Galavis, Budget Supervisor
Department of Revenue
Property Tax Oversight
P.O. Box 3000
Tallahassee, Florida 32315-3000

Ms. Galavis,

In compliance with Florida Statutes, Section 145.141, the Taylor County Board of County Commissioners acknowledges that they are responsible for funding the Taylor County Tax Collector's salary for FY 2014-2015.

If any further assistance is needed please contact our office at (850) 838-3500.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Hinkel".

Dustin Hinkel
County Administrator

Select Year: 2014 ▼ Go

The 2014 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 145](#)
COMPENSATION OF COUNTY
OFFICIALS

[View Entire
Chapter](#)

145.141 **Deficiency to be paid by board of county commissioners.**—Should any county officer have insufficient revenue from the income of his or her office, after paying office personnel and expenses, to pay his or her total annual salary, the board of county commissioners shall pay any deficiency in salary from the general revenue fund and notify the Department of Financial Services. The deficiency shall be listed in the comptroller's annual report of county finances and county fee officers.

History.—s. 8, ch. 69-346; ss. 12, 35, ch. 69-106; s. 862, ch. 95-147; s. 149, ch. 2003-261.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CHANGE THE START TIME OF THE REGULAR BOARD MEETING ON JUNE 23, 2015, TO 7:00 P.M. INSTEAD OF 6:00 P.M. IN ORDER TO ENSURE A QUORUM.

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue:

SEVERAL OF THE COMMISSIONERS INDICATED AN INTEREST IN ATTENDING A CONFLICTING EVENT THAT RUNS CONCURRENTLY WITH THE REGULAR START OF THE BOARD MEETING AND ASKED THAT THE BOARD MEETING BE DELAYED ONE HOUR TO ENSURE A QUORUM.

Recommended Action:

OFFICIALLY APPROVE THE CHANGE

Fiscal Impact:

NONE

Budgeted Expense:

Submitted By:

DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO TASK STAFF TO BEGIN DEVELOPMENT OF THE REQUIRED MULTI-YEAR PLAN IN ORDER TO SPEND RESTORE ACT FUNDS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue:

RESTORE ACT FUNDS ARE AVAILABLE TO TAYLOR COUNTY; HOWEVER, THE LAW REQUIRES THE COUNTY TO DEVELOP FOR APPROVAL ITS MULTI-YEAR PLAN PRIOR TO THE EXPENDITURE OF THOSE FUNDS.

Recommended Action:

TASK THE COUNTY ADMINISTRATOR TO DEVELOP THE PLAN FOR APPROVAL BY THE BOARD

Fiscal Impact:

NONE

Budgeted Expense:

Submitted By:

DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the Submission/Support Letter, Unrestricted Use Letter, Rural Economic Development Initiative (REDI) Waiver Request, and Resolution of Match required for the 2016-2017 Cultural Facilities Grant Program application for Forest Capital Hall Phase II Rehabilitation.

MEETING DATE REQUESTED:

June 1, 2015

Statement of Issue: Board to approve required documents for the 2016-2017 Cultural Facilities Grant Program application submitted for the continued rehabilitation of Forest Capital Hall.

Recommended Action: Approve documents.

Fiscal Impact: The grant requires a 1:1 match with the REDI waiver. As previously discussed at Board meetings and the two public hearings, donations and Bed Tax funds can be used for the match. Match funds will not be needed until after July 1, 2016 if the County is awarded a grant through the Cultural Facilities Program. The County will not know if the program is funded until after the Legislature and Governor approves the FY 2016-2017 budget in June 2016.

Budgeted Expense: Y/N See Above

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Two Public Hearings were held to discuss the 2016-2017 Cultural Facilities Grant Program. The Board approved moving forward with submitting grant application for the rehabilitation of Forest Capital Hall. The grant application will be requesting funding assistance for the following: installation of new seating and hand railings in the auditorium, flooring improvements in the lobby and associated hallways, electrical improvements in lobby area, and installation of two 5 ton air conditioning units with humidstats in the auditorium due to the current mold issues.

Attachments: REDI Waiver Request, Submission/Support Letter, Resolution of Match, Unrestricted Use Letter documenting the Board of Commissioners own, manage, and maintain Forest Capital Hall.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone
(850) 584-2433 Fax

June 1, 2015

Florida Department of Cultural Affairs
RA Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Attn: Ms. Elsie Rogers

Re: Forest Capital Hall Phase II
Cultural Facilities Grant Program

Dear Ms. Rogers:

Taylor County Board of Commissioners respectfully submits grant application to the Florida Department of Cultural Affairs, Cultural Facilities Grant Program. We are requesting funding assistance for Phase II of the rehabilitation of Forest Capital Hall.

Phase I of the rehabilitation of Forest Capital Hall was funded in part with a grant obtained through this program FY 2014-2015. Forest Capital Hall is the only public facility in Taylor County with an auditorium and hosts events ranging from concerts, dance and theatrical performances, art shows, folk arts and Florida heritage events, and numerous children's programs. There is a great deal of support for the project and a portion of the match will be provided by local donations.

If you should need any additional information in reference to our request, please contact our Grants Director, Melody Cox at 850-838-3553. Miss Cox will be pleased to provide any information needed immediately. Thank you for your consideration of our request for funding assistance.

Respectfully,

Patricia Patterson
Chairman



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(850) 584-2433 Fax

June 1, 2015

Florida Department of Cultural Affairs
RA Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Attn: Ms. Elsie Rogers

Re: REDI Waiver Request
Cultural Facilities Grant Program t

Dear Ms. Rogers:

Taylor County Board of Commissioners respectfully requests a reduction of the 2:1 grant match to a match of 1:1. Taylor County is eligible for the waiver as a designated Rural Economic Development Initiative (REDI) county as well as a Rural Area of Opportunity. Documentation of the designation is an attachment to this waiver request.

If you should need any additional information in reference to our request, please contact our Grants Director, Melody Cox at 850-838-3553. Miss Cox will be pleased to provide any information you may need. Thank you for your consideration of our waiver request.

Respectfully,

Patricia Patterson
Chairman



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Perry, Florida 32348
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(850) 584-2433 Fax

June 1, 2015

Florida Department of Cultural Affairs
RA Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Attn: Ms. Elsie Rogers

Re: Forest Capital Hall

Dear Ms. Rogers:

Taylor County Board of Commissioners owns, manages, and maintains Forest Capital Hall located in Perry, Florida. With this, the Board of Commissioners has unrestricted use of the property and the building. Documentation of ownership is attached.

Forest Capital Hall is open and accessible to all members of the public regardless of sex, race, color, national origin, religion, disability, age, or marital status. During the rehabilitation process, it has been a priority for improvements to be made to ensure the facility is readily accessible to those with disabilities.

Thank you for your consideration of our grant application requesting funding assistance for Phase II of the rehabilitation of Forest Capital Hall.

Sincerely,

Patricia Patterson
Chairman



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Upon motion of Commissioner _____ with second by
Commissioner _____ and vote of _____ The Board of Taylor County
Board of County Commissioners, adopt the following resolution:

RESOLUTION

Whereas, the Florida Department of State, Florida Division of Cultural Affairs
established the Cultural Facilities Grant Program; and

Whereas, The Board of County Commissioners, Taylor County, Florida is eligible to
receive a grant awarded under this program to improve the County's cultural facilities for its
citizens and the many visitors and tourist to the area; and

Whereas, The Board authorizes Patricia Patterson, Chairperson or Dustin Hinkel,
County Administrator to file and execute any contracts or documents and apply for and
administer a grant on behalf of the applicant, requesting funding assistance for the continued
rehabilitation of forest Capital Hall.

Whereas, The Board of County Commissioners of Taylor County certifies that the Forest
Capital Hall rehabilitation project is included in the Capital Improvement Plan of the Taylor
County Comprehensive Plan, and a cash match of 1:1 will be available for the project upon
execution of a grant contract with the Florida Division of Cultural Affairs.

Therefore, be it resolved by the Board that:

1. The Taylor County Board of Commissioners is eligible to submit grant application for
funding assistance to the Florida Department of Cultural Affairs, Cultural Facilities
Program for improvements to and the rehabilitation of Forest Capital Hall.
2. The Taylor County Board of County Commissioners support grant application to the
Cultural Facilities Grant Program for improvements to and the rehabilitation of Forest
Capital Hall and will provide a 1:1 Cash Match upon execution of a grant contract.

Done and Ordered in regular session at Perry, Florida this 1st day of June , 2015, A.D.

**Board of County Commissioners
Taylor County, Florida**

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Patricia Patterson, Chairperson

Forest Capital of the South

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Traffic Signal Maintenance Agreement
MEETING DATE REQUESTED:	June 1,2015

Statement of Issue Traffic Signal Maintenance Agreement with Department of Transportation

Recommended Action Approve Agreement

Fiscal Impact + \$6840.00 Reimbursement

Submitted By: Public Works **Contact:** Andy McLeod

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Annual Traffic Signal Maintenance and Compensation Agreement

Options: Approve Agreement

Attachments: Maintenance and Compensation Agreement

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV42
FINANCIAL PROJECT NO. 41352818805
F.E.I.D. NO. F596000879004

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and TAYLOR COUNTY, Florida, TAYLOR COUNTY ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

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

TAYLOR COUNTY _____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Jerry Ausher, P.E.

Title: District Traffic Operations Engineer

Legal Review: _____

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY 2016										
Effective Date: from <u>07/01/2015</u> to <u>06/30/2016</u>										
TAYLOR COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR55, (US19) at SR51		No	\$760					No	No	\$760.00
SR55, (US19/98/27A) at C-361		No	\$760					No	No	\$760.00
SR55/30, (US19/27/98) at CR30	\$3,040	No						No	No	\$3,040.00
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD		No	\$760					No	No	\$760.00
SR55, (US 221) at CR359A WRIGHT ROAD		No	\$760					No	No	\$760.00
SR55, (US221) at CR14		No	\$760					No	No	\$760.00

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Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY 2016										
Effective Date: from <u>07/01/2015</u> to <u>06/30/2016</u>										
TAYLOR COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
									Total Lump Sum Amount*	\$6,840.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$6,840.00

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

Margaret Dunn

From: Dustin Hinkel
Sent: Monday, May 18, 2015 3:34 PM
To: Andy McLeod; Margaret Dunn
Subject: FW: Traffic Operations Signal Maintenance and Compensation Agreement - Fiscal Year 2015-2016
Attachments: Agreement.pdf; ExhibitA.pdf; ExhibitB&C.pdf

Andy,

Please get with Margaret to add this to 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: Farnell, Amanda [mailto:Amanda.Farnell@dot.state.fl.us]
Sent: Friday, May 01, 2015 4:41 PM
To: Dustin Hinkel; Andy McLeod
Subject: Traffic Operations Signal Maintenance and Compensation Agreement - Fiscal Year 2015-2016

Dear Dustin Hinkel,

Attached is the final Traffic Signal Maintenance & Compensation Agreement which was prepared through consultation with the Local Agencies, FDOT Districts, FDOT General Counsel and FDOT Maintenance Office. There are three documents attached. The first document is the agreement, the second document is the Exhibit A for the agreement, and the third is Exhibit B & Exhibit C referred to in the agreement. Both the agreement and Exhibit A must be executed.

The Agreement should be executed by a duly authorized representative of the maintaining agency. Please include with the executed Agreement an **authorizing Resolution** by TAYLOR COUNTY indicating the agency's willingness to accept and undertake the duties outlined in the Agreement.

In order to execute your agreement in a timely manner, I ask that you return the **Agreement, Exhibit A and Resolution** to me by June 10, 2015. If you know your agency may not be able to execute the Agreement by June 10, 2015, please let me know as soon as possible.

If you have any questions, please contact Sam Middleton at (386) 961- 7534 or Glenn English at (904) 360-5643 or myself.

Sincerely,

Amanda Farnell, CPM
1109 S. Marion Ave, MS 2023
Lake City, FL 32025
(386) 961-7431
Fax (386) 758-3712
amanda.farnell@dot.state.fl.us

Agreement.pdf

RESOLUTION 2015-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING BEACON
MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND
TAYLOR COUNTY.

Upon a motion of Commissioner _____ and second by Commissioner _____,
the following resolution was adopted:

WHEREAS, Taylor County Board of County Commissioners deems it in the public interest to
provide for the maintenance and operation of certain traffic signals and flashing beacons along the State
Highway System within Taylor County, and to enter into the attached agreement with the State of
Florida, Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS:

1. Concurs in the provisions of that certain agreement pertaining to the design, installation,
maintenance and operation of traffic signals, flashing beacons, or signal systems along the State
Highway System as identified in the approved "request order" as provided under the
agreement.
2. Authorizes the Chairperson of the Board to legally acknowledge and approve for this
Maintaining Agency lists of signalized intersections and equipment which are contained in any
"request orders" from the Department of Transportation as provided for under the agreement.
3. Authorizes the said agreement to be executed by a legally designated officer of the Maintaining
Agency.

DULY ADOPTED in regular session this 1st day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAT PATTERSON, CHAIR
BOARD OF COUNTY COMMISSIONERS

ATTEST:

ANNIE MAE MURPHY
CLERK OF COURT

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF A RESOLUTION AND INTERLOCAL AGREEMENT WITH THE NORTH FLORIDA WORKFORCE CONSORTIUM, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue: THE BOARD TO REVIEW AND APPROVE A RESOLUTION AND INTERLOCAL AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS BEEN A PARTY TO THE NORTH FLORIDA WORKFORCE CONSORTIUM FOR A LONG TIME AND THIS AGREEMENT WILL FURTHER THAT RELATIONSHIP.

Options: APPROVE
DISAPPROVE

Attachments: INTERLOCAL AGREEMENT
RESOLUTION

RESOLUTION 2015-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY CALLING UPON THE GOVERNOR TO APPROVE A REQUEST TO BE GRANDFATHERED AS A LOCAL WORKFORCE AREA.

WHEREAS, the Boards of County Commissioners of Jefferson, Madison, Hamilton, Suwannee, Lafayette, and Taylor Counties have joined together to create the North Florida Regional Workforce Consortium by interlocal agreement, and to create a local workforce area to provide workforce services to their citizens under the Workforce Investment Act (WIA); and,

WHEREAS, the passage of the Workforce Innovation and Opportunities Act (WIOA), Public Law Number 113-128, replaces WIA; and,

WHEREAS, WIOA allows for local workforce development areas designated under WIA to be grandfathered under WIOA for the period of July 1, 2015 until June 30, 2017; and,

WHEREAS the Governor of the State of Florida is empowered by WIOA to designate local workforce development areas for grandfathering; and

WHEREAS the North Florida Regional Workforce Area has consistently proven to be an area where its local elected officials and the local Workforce Investment Board that they appointed are engaged in the effective and efficient delivery of workforce development services; and,

WHEREAS, the North Florida Regional Workforce Area has consistently proven to be an area where its local elected officials and the local Workforce Investment Board have "performed successfully" as defined in WIOA; and,

WHEREAS, its local Workforce Investment Board has proven "sustained fiscal integrity" as defined in WIOA; and,

WHEREAS, the same six Boards of County Commissioners have jointly renewed their Interlocal Agreement (Attached) to create their workforce development area under WIOA, P.L. No. 113-138;

NOW THEREFORE, be it resolved this 1st day of June, 2015, that the Taylor County Board of County Commissioners concurs in that:

The North Florida Workforce Consortium hereby requests that the Governor approve its request to be grandfathered as a local workforce area as described in Section 106 of P.L. No. 113-128 and renewed in the attached Interlocal Agreement.

**TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Pat Patterson, Chair
Board of County Commissioners

ATTEST: _____
Annie Mae Murphy

**INTERLOCAL AGREEMENT AMENDING THE NORTH
FLORIDA WORKFORCE CONSORTIUM AS CALLED
FOR BY THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT, Public Law no. 113-128**

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the SIX (6) Counties passing resolutions to that effect, the Counties of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor, of the State of Florida,

WITNESSETH:

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement Creating the North Florida Workforce Consortium; and

WHEREAS, the WIOA creates a partnership among the state, local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIOA requires the Governor to designate Workforce

Development Areas (WDA) to promote the effective delivery of workforce development programs and further provides that a consortium of units of general local government may constitute such a WDA; and

WHEREAS, Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor Counties desire to form a WDA for WIOA and for workforce development; and

WHEREAS, the Boards of County Commissioners of each of the parties to this Agreement desires that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Governor has the authority to “grandfather” the parties to this Agreement as a WDA for the purposes of the WIOA; and

WHEREAS, the WIOA requires the establishment of Workforce Investment Board (WIB) to provide policy guidance for, and exercise oversight with respect to, activities under the Workforce program for its WDA in partnership with the units of general local government within its WDA; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each County in the WDA to appoint members to the WIB in accordance with the WIOA and an agreement entered into by the Board of County Commissioners of each County; and

WHEREAS, it is the responsibility of the WIB, in accordance with an agreement with the Board of County Commissioners of each County in the WDA, to determine procedures and select an entity to develop a

workforce development plan; and

WHEREAS, the workforce development plan must be approved and submitted jointly by the WIB and the Board of County Commissioners of each County in the WDA; and

WHEREAS, within the Service Delivery Region comprised of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor Counties, there currently exists an efficient and effective delivery system of federally and state-funded employment and training programs which are customer-centered; and

WHEREAS, these same six Counties now desire to enter into an updated Interlocal Agreement to provide for the creation of a local WIB and to provide for the provision of workforce development services under WIOA; and

WHEREAS, the U.S. Department of Labor, has encouraged the development of a workforce development system governed by local WIBs; and

WHEREAS, the purpose of these local boards is to develop local workforce development policies and strategies; to oversee the management and administration of those policies and strategies; and to develop an approach which consolidates the delivery of those workforce development strategies into a comprehensive, customer centered system at the local level in concert with the chief elected officials of the local governments of the WDA; and

WHEREAS, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those currently funded through the WIOA, the Florida Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition

programs, vocational rehabilitation, Welfare to Work (WTW), Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs;

NOW, THEREFORE, the parties hereto agree as follows:

1. Establishment of the North Florida Workforce Consortium

There is hereby established a multi-jurisdictional arrangement, the "North Florida Workforce Consortium" among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIOA. The Consortium shall consist of six (6) members. The Boards of County Commissioners of each county shall each designate a member of the County Commission to serve as the County's representative on the Consortium.

2. Identification of Parties to this Agreement

Each of the parties to this Agreement is a County of the State of Florida, and as such is a general purpose political subdivision which has the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

**Hamilton County Board of County Commissioners
Jasper, Florida**

**Jefferson County Board of County Commissioners
Monticello, Florida**

**Lafayette County Board of County Commissioners
Mayo, Florida**

**Madison County Board of County Commissioners
Madison, Florida**

**Suwannee County Board of County Commissioners
Live Oak, Florida**

**Taylor County Board of County Commissioners
Perry, Florida**

3. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the six (6) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes and which legal descriptions are incorporated herein by this reference.

4. Size of Population to be Served

The population of the six-county area to be served by this Agreement is 124,047, based upon the population projections prepared by the Florida Department of Economic Opportunity, Labor Market Information Center, January 2015.

5. Agreement Not Prohibited By Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which it intends to serve.

6. The parties hereto empower the North Florida Workforce Development

Consortium (Consortium) to exercise the following designated decision-making powers, delegated to the Board of County Commissioners of each county pursuant to the WIOA, over all plans, programs, and agreements and to enter into agreements and contracts to provide those services currently provided or contemplated to be provided under Florida's Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, Vocational rehabilitation, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs. More specifically, the Consortium is hereby authorized and empowered:

(1) to establish the North Florida Regional Workforce Development Board (NFWDB) and, where such authority is delegated by an individual Board of County Commissioners to its Consortium member, to appoint local members to the NFWDB, all in accordance with Section 107 of the WIOA and F.S. 445. NFWDB board members shall serve the functions described in Section 107 of the WIOA. In the absence of such delegation, the authority to appoint local Workforce Investment Board members shall reside in the individual Boards of County Commissioners for the county from which the individual Board member is to be appointed. The authority to appoint at-large members to the WIB shall reside in the Consortium; and

(2) to enter into an agreement(s) with the NFWDB to determine the selection of a grant recipient and an entity to administer the job training plan, the one stop operator and to determine the procedures for development of the job training plan as described in Section 108 of WIOA; and

(3) to review and approve all workforce development plans

prepared under Section 108 of the WIOA and jointly submit, along with the NFWDB, said plans to the Governor; and

(4) to perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIOA; and

(5) to further empower the NFWDB to enter into agreements with the State of Florida Department of Economic Opportunity(DEO) or any other selected entity to administer Florida's Welfare Transition Program, Wagner-Peyser Act Funds, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs; and to manage and control all those functions traditionally managed and controlled by the DEO and,

(6) to further empower NFWDB to enter into agreements to provide marketing services for the above referenced functions; and,

(7) to establish rules for the conduct of business.

7. Quorum and Voting

At all meetings of the Consortium, the presence in person of a majority of the whole Consortium shall be necessary and sufficient to constitute a quorum for the transaction of business. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by a majority vote of the members present.

8. Workforce Area Designation

Pursuant to the designation by the Governor, the six (6) counties constituting the Consortium shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

9. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIOA program, it being the intent hereof that all funding of the WIOA program and the other programs contemplated to be managed pursuant to this Agreement shall be accomplished entirely by grants pursuant to the WIOA and any other available State or Federal grants. However, in accordance with Section 117(d)(3)B of the WIA, each county recognizes that appointing a local Workforce Investment Board does not release the local elected officials or the Governor of the State of Florida for liability for misuse of grant funds obtained under the WIOA.

10. Legal Requirements

a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.

b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

11. Duration of Agreement

This Agreement shall commence on the Effective date described in Paragraph 12 and shall run through the thirtieth (30th) day of June 2020.

Thereafter, this Agreement may be renewed by a further writing between the parties.

12. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement Creating the North Florida Workforce Consortium and shall be effective July 1, 2015 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2015.

13. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

(1) The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;

(2) All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Third Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties.

(3) If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the Consortium, effective July 1st of the following program year, or at such later time as designated by the Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

SIGNATURE PAGE

COUNTY OF TAYLOR

BY: _____

DATE: _____

ATTEST: _____



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO TASK THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE FOR A NO WAKE ZONE AT DEKLE BEACH CANAL



MEETING DATE REQUESTED: JUNE 1, 2015

Statement of Issue: A RESIDENT OF DEKLE BEACH CITES SAFETY CONCERNS FROM SPEEDING BOATS FOR RESIDENTS ALONG THE CANAL AND REQUESTS SIGNAGE FOR A NO WAKE ZONE WITHIN 50 FEET OF THE SEAWALL AS BOATS ENTER THE CANAL. A PUBLIC HEARING WOULD BE REQUIRED FOR THIS ORDINANCE.

Recommended Action: TASK THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE FOR THE BOARD'S CONSIDERATION.

Fiscal Impact:

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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

THE BOARD TO CONSIDER APPROVAL OF THE COUNTY
ADMINISTRATOR'S RECOMMENDATION TO FILL THE
POSITION OF INFORMATION TECHNOLOGY DIRECTOR.

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue: THE BOARD TO CONFIRM THE COUNTY
ADMINISTRATOR'S RECOMMENDATION OF THERESA
COPELAND TO FILL THE IT DIRECTOR POSITION

Recommended Action: CONFIRM

Fiscal Impact: PAY GRADE 310

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MS. COPELAND HAS BEEN AN EMPLOYEE OF THE BOARD FOR 20 YEARS AND THE NETWORK ADMINISTRATIVE ASSISTANT FOR THE PAST 8 YEARS. SHE HAS SERVED AS INTERIM DIRECTOR DURING THIS TENURE NUMEROUS TIMES, INCLUDING RECENTLY SHE SERVED AS INTERIM DIRECTOR FOR OVER 1 YEAR. DURING THIS EXTENDED PERIOD AS INTERIM DIRECTOR, MS. COPELAND EFFECTIVELY EXECUTED THE RESPONSIBILITIES OF THE DEPARTMENT WITHOUT ISSUE. THE COUNTY ADMINISTRATOR RECOMMENDS TO CHANGE HER ROLE WITH THE ORGANIZATION FROM INTERIM TO PERMANENT.

Options: APPROVE
DISAPPROVE

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A POLICY
CONCERNING OUTDOOR FIREWORKS DISPLAYS, AS
AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JUNE 1, 2015

Statement of Issue: Requests from the public to approve fireworks displays necessitated the need for a policy to ensure the safety of the residents of Taylor County.

Recommended Action: APPROVE THE POLICY

Fiscal Impact: NONE

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Taylor County Outdoor Fireworks Display

Requirements for Outdoor Fireworks Displays

1. Display Operators must be at least 21 years of age, Assistants at least 18 years of age.
2. Operators must have documentation of experience as an operator or assistant and /or certification of a Display Operator's Course.
3. A certificate of insurance for \$1,000,000.
4. A copy of license from the Department of Treasury – Bureau of Alcohol, Tobacco and Firearms – (License/Permit (18 U.S.C. Chapter 40 Explosives)
5. All Fireworks Displays shall conform to the Florida Fire Prevention Code, NFPA 1123& 1124 and any Federal, State, and Local Ordinances.
6. Completion of application with all required documentation must be submitted to Taylor County Fire Rescue no less than fifteen (15) business days prior to the requested event.

Application for Outdoor Fireworks Display

Display Sponsor

Name: _____

Address: _____

Email: _____

Phone Number: _____

Display Operator

Name: _____

Address: _____

Email: _____

Phone Number: _____

Attached proof of license, experience and/or certification, proof of age shall be provided with application.

Display Assistant

Name: _____

Address: _____

Email: _____

Phone Number: _____

Attached proof of license, experience and/or certification, proof of age shall be provided with application.

Display Assistant

Name: _____

Address: _____

Email: _____

Phone Number: _____

Attached proof of license, experience and/or certification, proof of age shall be provided with application.

Ignition source to be used: _____

Date of Display _____ Hours of Discharge Start: _____ End: _____

Alternate Date if delayed

Date of Display _____ Hours of Discharge Start: _____ End: _____

Exact Location of Event: _____

Onsite Fire Safety Precautions: _____

As required by NFPA 1123 a detailed site plan shall be included showing distance (in feet) of the display site, spectator viewing areas, parking areas, nearest buildings, roads, utilities, and the fall out area with associated separation distances. Storage area must be indicated on site plan. Site plan shall be attached as a separate page.

Proof of general liability insurance for a pyrotechnic display in the amount not less than \$1,000,000 per event shall be submitted with the application.

Inventory of devices on site for the event.

Type	Size	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that I have read and completed this application packet and that all information contained therein is true and correct to the best of my knowledge. I agree to comply with a Federal, State and County laws. I am authorized be the sponsoring organization named herein to act as it's agent for the herein described activity.

Signature Date

Notary Seal

Notary Signature Date

Notary Name printed

Official Use Only: Received By: _____

Date: _____

Authorization for an Outdoor Fireworks Display

Permission is hereby granted to _____ to conduct a fireworks display on _____ between the hours of _____ and _____ at the location of _____.

This authorization is granted under the following conditions;

- If the event is delayed to the alternate date the requester is required to contact Taylor County Fire Rescue to receive authorization for the alternate date.
- The event will be conducted as described in the parameters described in the application for the event.
- The event may be subject to a site inspection and authorization may be revoked for reason of failure to comply with the application, laws, and/or safety concerns.

This authorization does not grant or authorize any road closures and/or permit access onto land not owned by the requester or his/her representative.

I, Dan Cassel, as an authorized representative of the Taylor County Board of County Commissioners, Department of Taylor County Fire/Rescue, grant permission for an outdoor fireworks display as described above.

Dan Cassel
Fire Chief – Taylor County Fire Rescue