

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JULY 19, 2022
9:00 A.M.

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

CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG
DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below
instructions:

If you wish to speak please dial *5. The moderator will unmute your line when it is your turn to
speak, and notify you by announcing the last 4 digits of your telephone number. Please
announce your name and address. You will be allowed to speak for 3 minutes.

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON REVISE WEB SERVICES SALES AGREEMENT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
6. THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF DEBRIS CONTRACT WITH CROWDER GULF DISASTER AND DEBRIS MANAGEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO EXTEND DISASTER MONITORING SERVICES CONTRACT WITH LANDFALL STRATEGIES, LLC, AS AGENDAED BY THE COUNTY ADMINISTRATOR ON BEHALF OF EMERGENCY MANAGEMENT.
8. THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS FROM GENERAL FUND RESERVES FOR CONTINGENCY FOR INMATE MEDICAL EXPENSES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

9. THE BOARD TO HOLD THE SECOND OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE GRANT SUBMISSION TO THE 2023-2024 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP).
10. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA.
11. THE BOARD TO RECEIVE BIDS FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

12. THE BOARD TO RECEIVE BIDS FOR THE SALE OF COUNTY-OWNED PROPERTY LOCATED IN KEATON BEACH, FL., SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS

13. LISA BRETZ, EXECUTIVE DIRECTOR, TAYLOR COUNTY SENIOR CITIZENS CENTER, TO APPEAR TO DISCUSS CLARIFICATION OF FUNDING ISSUES PRESENTED AT THE JUNE 21, 2022 COMMISSION MEETING.

COUNTY ADMINISTRATOR ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM SOLID WASTE RESERVES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH DISTRICT 2 MEDICAL EXAMINER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE BOARD TO CONSIDER AMENDMENT OF TAYLOR COUNTY CODE 74-4 GOLF CARTS ON CERTAIN ROADS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
18. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
19. 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 MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of request to ratify the County Administrator's signature on Revise Web Services Sales Agreement.


MEETING DATE REQUESTED:

7/19/2022

Statement of Issue: For ongoing website design and maintenance.

Recommended Action: Approve

Fiscal Impact: \$1,285 annually

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: To ratify the signature of the County Administrator for ongoing services.

Options:

Attachments: Agreement
Letter from Conrad Bishop, Jr., County Attorney

Revize Web Services Sales Agreement

This Sales Agreement is between Taylor County, FL ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179
Date: 6-29-2022

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>Taylor County</u>	Revize Software Systems
Company Address:	<u>201 E. Green St.</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Perry, FL 32347</u>	Troy, MI 48084
Contact Name:	<u>Theresa Copeland</u> <u>theresa.copeland@taylorcountygov.com</u> <u>850 838-3500 x 2</u>	248-269-9263
Billing Dept. Contact:		
Client Website Address:	<u>https://www.taylorcountygov.com/</u>	

Along with your Website Design Refresh using your existing site map and navigation, the following options are available

<u>Quantity</u>	<u>Description</u>	<u>Set-up Price</u>	<u>Annual</u>
1	Discovery & Design from Scratch: <ul style="list-style-type: none"> 1 mockup with up to 3 rounds of changes Home page template and inner page design and layout. Includes Responsive Web Design 	Included	-
1	Revize Template Development: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications New Calendar 	Included	-
1	Interactive Fillable Forms	\$1,950	\$1,000
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, 50GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee, 5-year agreement, locked in rate:		\$2,185
1	Annual Fee Paid 10/29/21		(1,900)
1	Grand Total	\$1,950	\$1,285

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment of \$3,235.
2. 5 Year Agreement, annual fee locked in
3. This agreement is governed by the laws of the State of Florida and venue of any legal actions shall exclusively be in the State of Florida Courts of Taylor County.
4. Both parties must agree in writing to any changes or additions to this Sales Agreement.

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Laurinda Pemberton

Name of Authorized Person:

Laurinda Pemberton

Title of Authorized Person

County Administrator

Date:

7/5/2022

Dylan Johnston

Account Manager

Please sign and return to:

dylan@revize.com

Fax 1-866-346-8880

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

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

June 28, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Revize Website Services Sales Agreement

Dear LaWanda:

Please be advised that I called you on 6/28/22 regarding the above Agreement.

They (Revize) are trying to change the Agreement.

If you look back to the 2016 Agreement it reads under Terms: "4. This Sales Agreement is subject to the laws of the State of Michigan and Florida."

To be frank, I don't remember speaking with Dustin about that but the new Agreement reads, "3. This agreement is the only legal document governing this sale & subject to the laws of the State of Michigan."

Here is my suggestion for paragraph 3:

"3. This agreement is governed by the laws of the State of Florida and venue of any legal action shall exclusively be in the State of Florida Courts of Taylor County."

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO CONSIDER THE EXTENSION OF DEBRIS CONTRACT WITH CROWDER GULF DISASTER AND DEBRIS MANAGEMENT.



MEETING DATE REQUESTED: JULY 19, 2022

Statement of Issue: TO PROVIDE FOR DEBRIS MANAGEMENT SERVICES THROUGH THE 2022 HURRICANE SEASON.

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF EMERGENCY MANAGEMENT

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FUNCTION OF THE COUNTY DEBRIS AGREEMENT IS TO REMOVE DEBRIS FROM THE PUBLIC RIGHT OF WAY, DRAINAGE AREAS, WATERWAYS AND OTHER AREAS DESIGNATED AS ELIGIBLE BY TAYLOR COUNTY.

CROWDER GULF HAS BEEN PROVIDING DEBRIS MANAGEMENT SERVICES SINCE 2017. THE INTIAL CONTRACT TERM WAS FOR THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL YEARS. THE CONTRACT WAS RENEWED IN JULY OF 2020. IN ORDER TO PROVIDE SERVICES THROUGH NOVEMBER OF 2022 THE CONTRACT SHOULD BE EXTENDED.

Options: APPROVE EXTENSION/ DO NOT APPROVE EXTENSION

Attachments: DRAFT CONTRACT EXTENSION
CONTRACT AND RENEWAL

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Blvd E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

July 12, 2022

Mr. John Louk
Emergency Management Director
Taylor County
591 East US Highway 27
Perry, FL 32347

via email: jlouk@taylorsheriff.org

Re: Contract Extension for Disaster Debris Management Services

Dear Mr. Louk:

CrowderGulf has been providing Taylor County Disaster Debris Management Services per the agreement that became effective on July 17, 2017. The initial term of the Contract was for a three (3) year period with the option to renew for two (2) additional years. On July 6, 2020, this Contract was renewed for a two (2) year period with a price adjustment renewing through July 17, 2022. Due to this Contract expiring in the hurricane season CrowderGulf agrees to extend this contract under the same terms and conditions through the 2022 hurricane season.

If Taylor County agrees to extend this contract, please sign the extension acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, this contract will continue until its new expiration date of November 30, 2022.

We appreciate the opportunity to extend this contract and stand ready to respond immediately in the event Taylor County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

EXTENSION ACCEPTANCE – Taylor County, FL

Signature

Name/Title

Date

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 16, 2020

Ms. Kristy Anderson
Emergency Management Director
Taylor County
591 East US Highway 27
Perry, FL 32347

via email: Kristy.anderson@taylorsheriff.org

Re: **Contract Renewal for Disaster Debris Management**

Dear Ms. Anderson:

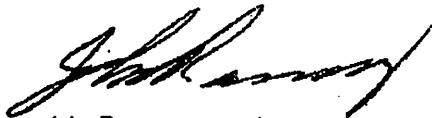
CrowderGulf has been providing Taylor County Disaster Debris Management per the agreement that became effective on July 17, 2017. The term of the Contract shall be for three (3) years with the option to renew for two (2) additional years.

Per the Contract, page 5, section 3.7, the Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services. At this time CrowderGulf is requesting a price adjustment.

If Taylor County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, the contract will continue with the updated pricing sheet (attached) until its new expiration date of July 17, 2022.

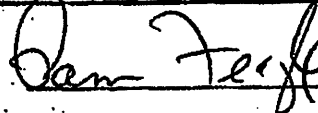
We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event Taylor County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jamsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE - Taylor County, FL


Signature

Pam Feagle, Chairman
Name/Title

7/6/20
Date

CrowderGulf Price Adjustment 2020

	ITEM DESCRIPTION	UNIT PRICE
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles \$ <u>7.40</u> /cy 16.0-30.9 miles \$ <u>7.90</u> /cy 31-60 miles \$ <u>8.50</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>1.00</u> /cy
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>2.70</u> /cy
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.90</u> /cy
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.20</u> /cy
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles \$ <u>2.75</u> /cy 16.0-30.9 miles \$ <u>3.75</u> /cy 31-60 miles \$ <u>5.95</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles \$ <u>3.25</u> /cy 16.0-30.9 miles \$ <u>4.25</u> /cy 31-60 miles \$ <u>6.25</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$ <u>7.40</u> /cy
		16.0-30.9 miles	\$ <u>7.90</u> /cy
		31-60 miles	\$ <u>8.50</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING		\$ <u>2.50</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>3.25</u> /cy
		16.0-30.9 miles	\$ <u>4.25</u> /cy
		31-60 miles	\$ <u>6.25</u> /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles	\$ <u>7.85</u> /cy
		16.0-30.9 miles	\$ <u>8.85</u> /cy
		31-60 miles	\$ <u>9.60</u> /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.		\$ <u>70.00</u> /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW.		\$ <u>30.00</u> /tree
	6 inches to 11.99 inches diameter		\$ <u>100.00</u> /tree
	12 inches to 23.99 inches diameter		\$ <u>150.00</u> /tree
	24 inches to 35.99 inches diameter		\$ <u>200.00</u> /tree
	36 inches to 47.99 inches diameter		\$ <u>250.00</u> /tree
	Greater than 48 inches diameter		

13	<p>REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contractor shall backfill holes and ruts left by excavation of the stump.</p> <p>24 inches to 35.99 inches diameter \$ <u>200.00</u> /stump</p> <p>36 inches to 47.99 inches diameter \$ <u>250.00</u> /stump</p> <p>Greater than 48 inches diameter \$ <u>300.00</u> /stump</p>	
14	<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	\$ <u>50.00</u> /unit
15	<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	\$ <u>50.00</u> /unit
16	<p>REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.</p>	\$ <u>12.00</u> /cy
17	<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	\$ <u>5.00</u> /lb.
18	<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	\$ <u>30.00</u> /each

19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>7.00</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>0.50</u> /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>12.00</u> /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>4.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>6.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>8.50</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>10.50</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES**

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	\$ <u>115.00</u>
2.	JD 644 Wheel Loader with debris grapple	\$ <u>125.00</u>
3.	Extendaboom Forklift with debris grapple	\$ <u>65.00</u>
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ <u>85.00</u>
5.	753 Bobcat Skid Steer Loader with bucket	\$ <u>65.00</u>
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ <u>85.00</u>
7.	30-50 H Farm Tractor with box blade or rake	\$ <u>45.00</u>
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ <u>110.00</u>
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>120.00</u>
10.	JD 648E Log Skidder or equivalent	\$ <u>75.00</u>
11.	CAT D4 Dozer	\$ <u>60.00</u>
12.	CAT D5 Dozer	\$ <u>75.00</u>
13.	CAT D6 Dozer	\$ <u>90.00</u>
14.	CAT D7 Dozer	\$ <u>110.00</u>
15.	CAT D8 Dozer	\$ <u>125.00</u>
16.	CAT 125 – 140 HP Motor Grader	\$ <u>90.00</u>
17.	JD 690 Trackhoe with debris grapple	\$ <u>100.00</u>
18.	JD 690 Trackhoe with bucket and thumb	\$ <u>100.00</u>
19.	Rubber Tired Excavator with debris grapple	\$ <u>105.00</u>
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ <u>60.00</u>
21.	210 Prentiss Knuckleboom with debris grapple	\$ <u>90.00</u>
22.	CAT 623 Self-Loader Scraper	\$ <u>150.00</u>
23.	Hand-Fed Debris Chipper	\$ <u>35.00</u>
24.	30 Ton Crane	\$ <u>150.00</u>
25.	50 Ton Crane	\$ <u>170.00</u>

26. 100 Ton Crane (8 hour minimum)	\$ 250.00
27. 40 – 60' Bucket Truck	\$ 90.00
28. Greater than 60' Bucket Truck	\$ 120.00
29. Fuel/ Service Truck	\$ 50.00
30. Water Truck	\$ 60.00
31. Portable Light Plant	\$ 14.00
32. Lowboy Trailer with Tractor	\$ 110.00
33. Flatbed Truck	\$ 40.00
34. Pick-up Truck (unmanned)	\$ 14.00
35. Self-Loading Dump Truck with debris grapple	\$ 125.00
36. Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 45.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 60.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 70.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 85.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 100.00
41. Chainsaw (without operator)	\$ 4.00
42. Temporary Office Trailer	\$ 15.00
43. Mobile Command and Communications Trailer	\$ 50.00
44. Laborer, with small hand tools	\$ 28.00
45. Skilled Sawman	\$ 32.00
46. Crew Foreman with cell phone	\$ 45.00
47. Tree Climber	\$ 90.00
48. Fast Picker Barge	\$ 190.00
49. Barge with push boat	\$ 275.00
50. Management Boat	\$ 50.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. **Training and Assistance:** Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. **Preliminary Damage Assessment:** Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. **Mobilization and Demobilization:** All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. **Temporary Storage of Documents:** The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. **Debris Planning Efforts:** The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. **Reporting and Documentation:** The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other materials removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The Respondent agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.

Address (City, State, Zip Code): 5435 Business Parkway Theodore, AL 36582

Office Phone, Fax Number, and Email: 800-992-6207 / 251-459-7433 /

Business Representative Name and Title: John Ramsay, President & CEO

Signature of Representative: _____

Contract for Disaster Debris Management Services

THIS CONTRACT is made this the _____ day of _____, 2017, by and between **CrowderGulf Joint Venture, Inc.** (herein referred to as "**Contractor**") and **Taylor County** a political subdivision of the **State of Florida** (herein referred to as "**County**").

RECITALS

WHEREAS, It is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (herein referred to as "debris")*, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the County)*:

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the County)*:

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the County. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the County officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the County and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the County.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the County, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the County.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the County from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the County's negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the County, as additional insured, while working within the boundaries of the County.

2.3.4 Worker's Compensation:

- ♦ Coverage per County requirements.

2.3.5 Automobile Liability:

- ♦ Coverage per County requirements.

2.3.6 Comprehensive General Liability:

- ♦ Coverage per County requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the County at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the County at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the County's designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the County, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the County and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the County and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional two (2) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The County shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:

The County shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the County to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The County is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the County with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County Representative**. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions -- Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the County.

5.10 Stumps:

All hazardous/eligible stumps identified by the County will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the County. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the County and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the County or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The County will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The County shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the County.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the County in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the County, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the County. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the County and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See enclosed RFP Exhibit B Price proposal.

7.2 Billing Cycle:

The Contractor shall invoice the County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The County agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The County will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the County and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and County will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the County for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the County and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the County. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the County.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

County: Taylor County Department of Emergency Management
Mr. Steve Spradley
591 US Highway 27 East
Perry, FL 32347
850-838-3575
Steve.Spradley@taylorcountygov.com

8.2 Applicable Law:

The laws of the State of Florida shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Taylor County, Florida, and the Contract shall be interpreted by the laws of Florida. Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf Joint Venture, Inc.

Taylor County, Florida

By: _____

John Ramsay

By: _____

Pam Feagle

Title: President

Title: **BOARD CHAIRMAN**

ATTEST:

ATTEST:

Wesley Nail
Wesley Nail

Gary Knowles D.C.
Name: Gary Knowles

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL

Date 06/01/17

Proposal of CrowderGulf Joint Venture, Inc.
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Taylor, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

TAYLOR COUNTY DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ <u>6.80</u> /cy
		16.0-30.9 miles	\$ <u>7.40</u> /cy
		31-60 miles	\$ <u>8.00</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>0.95</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>2.50</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.90</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.20</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>2.50</u> /cy
		16.0-30.9 miles	\$ <u>3.50</u> /cy
		31-60 miles	\$ <u>5.50</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ <u>3.00</u> /cy
		16.0-30.9 miles	\$ <u>4.00</u> /cy
		31-60 miles	\$ <u>6.00</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles \$ <u>6.80</u> /cy 16.0-30.9 miles \$ <u>7.40</u> /cy 31-60 miles \$ <u>8.00</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$ <u>2.50</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles \$ <u>3.00</u> /cy 16.0-30.9 miles \$ <u>4.00</u> /cy 31-60 miles \$ <u>6.00</u> /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles \$ <u>7.25</u> /cy 16.0-30.9 miles \$ <u>8.25</u> /cy 31-60 miles \$ <u>9.00</u> /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	\$ <u>70.00</u> /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	\$ <u>30.00</u> /tree \$ <u>100.00</u> /tree \$ <u>150.00</u> /tree \$ <u>200.00</u> /tree \$ <u>250.00</u> /tree

13	<p>REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contractor shall backfill holes and ruts left by excavation of the stump.</p> <p>24 inches to 35.99 inches diameter \$ <u>200.00</u> /stump</p> <p>36 inches to 47.99 inches diameter \$ <u>250.00</u> /stump</p> <p>Greater than 48 inches diameter \$ <u>300.00</u> /stump</p>	
14	<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	\$ <u>50.00</u> /unit
15	<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	\$ <u>50.00</u> /unit
16	<p>REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.</p>	\$ <u>12.00</u> /cy
17	<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	\$ <u>5.00</u> /lb.
18	<p>REMOVAL, HAULING, AND DISPOSAL OF LAWMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	\$ <u>30.00</u> /each

19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>7.00</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>0.50</u> /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>12.00</u> /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>3.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>5.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>7.00</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>9.00</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES**

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	\$ 100.00
2.	JD 644 Wheel Loader with debris grapple	\$ 110.00
3.	Extendaboom Forklift with debris grapple	\$ 65.00
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ 60.00
5.	753 Bobcat Skid Steer Loader with bucket	\$ 50.00
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ 60.00
7.	30-50 H Farm Tractor with box blade or rake	\$ 45.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 90.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ 100.00
10.	JD 648E Log Skidder or equivalent	\$ 75.00
11.	CAT D4 Dozer	\$ 60.00
12.	CAT D5 Dozer	\$ 75.00
13.	CAT D6 Dozer	\$ 90.00
14.	CAT D7 Dozer	\$ 110.00
15.	CAT D8 Dozer	\$ 125.00
16.	CAT 125 – 140 HP Motor Grader	\$ 90.00
17.	JD 690 Trackhoe with debris grapple	\$ 100.00
18.	JD 690 Trackhoe with bucket and thumb	\$ 100.00
19.	Rubber Tired Excavator with debris grapple	\$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 60.00
21.	210 Prentiss Knuckleboom with debris grapple	\$ 90.00
22.	CAT 623 Self-Loader Scraper	\$ 150.00
23.	Hand-Fed Debris Chipper	\$ 35.00
24.	30 Ton Crane	\$ 150.00
25.	50 Ton Crane	\$ 170.00

26. 100 Ton Crane (8 hour minimum)	\$ 250.00
27. 40 – 60' Bucket Truck	\$ 90.00
28. Greater than 60' Bucket Truck	\$ 120.00
29. Fuel/ Service Truck	\$ 50.00
30. Water Truck	\$ 60.00
31. Portable Light Plant	\$ 14.00
32. Lowboy Trailer with Tractor	\$ 90.00
33. Flatbed Truck	\$ 40.00
34. Pick-up Truck (unmanned)	\$ 14.00
35. Self-Loading Dump Truck with debris grapple	\$ 125.00
36. Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 45.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 60.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 70.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 85.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 100.00
41. Chainsaw (without operator)	\$ 4.00
42. Temporary Office Trailer	\$ 15.00
43. Mobile Command and Communications Trailer	\$ 50.00
44. Laborer, with small hand tools	\$ 28.00
45. Skilled Sawman	\$ 32.00
46. Crew Foreman with cell phone	\$ 45.00
47. Tree Climber	\$ 90.00
48. Fast Picker Barge	\$ 190.00
49. Barge with push boat	\$ 275.00
50. Management Boat	\$ 50.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other materials removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The Respondent agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.

Address (City, State, Zip Code): 5435 Business Parkway Theodore, AL 36582

Office Phone, Fax Number, and Email: 800-991-6207 / 251-459-7433 /

Business Representative Name and Title: John Ramsay, President & CEO

Signature of Representative: 

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER THE EXTENSION OF DEBRIS MONITORING AGREEMENT WITH LANDFALL STRATEGIES, LLC.



MEETING DATE REQUESTED:

JULY 19, 2022

Statement of Issue: TO PROVIDE FOR DEBRIS MONITORING AND GRANT CONSULTING SERVICES THROUGH THE 2022 HURRICANE SEASON.

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF EMERGENCY MANAGEMENT

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FUNCTION OF THE COUNTY DEBRIS MONITORING CONSULTING SERVICES AGREEMENT IS TO PROVIDE DEBRIS MONITORING AND GRANT CONSULTING SERVICES SHOULD THE NEED ARISE.

LANDFALL STRATEGIES, INC. HAS BEEN UNDER CONTRACT WITH THE COUNTY SINCE 2017. THE INITIAL CONTRACT TERM WAS FOR THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL YEARS. THE CONTRACT WAS RENEWED IN OCTOBER OF 2020. IN ORDER TO PROVIDE SERVICES THROUGH NOVEMBER OF 2022 THE CONTRACT SHOULD BE EXTENDED.

Options: APPROVE EXTENSION/ DO NOT APPROVE EXTENSION

Attachments: DRAFT CONTRACT EXTENSION
CONTRACT AND RENEWAL

DISASTER DEBRIS MONITORING SERVICES AGREEMENT

This Disaster Debris Monitoring Services Agreement (the "Contract") is entered into on November 6, 2017 (the "effective date") by and between Taylor County, Florida, (the "Client") and Landfall Strategies, LLC, a Florida domiciled company (the "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree to the following:

1. **Services.** During the Term (as defined herein), and as requested by Client with a notice to proceed and/or a task order, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). Services were formally and publicly solicited through Request for Proposal for "Disaster Debris Monitoring Services." The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein.
2. **Term.** The term of this Contract shall commence on the effective date as specified above ("Effective Date"), and shall be for an initial period of three (3) years, with the option of two (2) additional one (1) year periods upon the consent of both Parties.
3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
4. **Insurance.** During the Term, Contractor agrees to obtain or maintain insurance coverage to insure the responsibilities assumed herein, and shall upon request by Client, provide Certificates of Insurance evidencing such coverage. These insurance requirements shall meet those minimums set forth in Paragraph 12.10 herein.
5. **Notice.** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follow:

Party:	<u>TAYLOR COUNTY, FLORIDA</u>	<u>LANDFALL STRATEGIES, LLC</u>
Contact:	<u>Steve Spradley, Director</u>	<u>Craig Schultz, Senior Vice President</u>
Address:	<u>Department of Emergency Management</u>	<u>7061 S. Tamiami Trail</u>
	<u>591 East US Highway 27</u>	<u>Suite B</u>
	<u>Perry, Florida 32347</u>	<u>Sarasota, FL 34231</u>
E-Mail:	<u>Steve.spradley@taylorcountygov.com</u>	<u>cschultz@landfallstrategies.com</u>
Phone:	<u>(850) 838-3575</u>	<u>(941) 451-7472</u>

The Parties may revise contact information at any time upon giving the other Party written notice.

7. **Compensation.** Compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than thirty (30) days from the receipt of the invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Contractor may invoice the Client no more often than once every fifteen (15) days, unless the Client agrees otherwise in writing.

8. **Termination.**

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** Either Party may terminate this Contract without cause by providing the other Party with fifteen (15) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/Insurance.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

10. **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency.** Contractor acknowledges that FEMA or another federal agency assistance may be used to fund this contract. Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the Client in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA to the Client.

12. General Provisions.

- 12.1 Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.
- 12.2 Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. An assignment by operation of law to a successor in interest of Contractor, a change of control and ownership of Contractor, and assignment by Contractor to a parent, subsidiary, or affiliate of Contractor shall not be considered an assignment requiring consent of Client.
- 12.3 Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with Florida law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state or county court in or near Taylor County, Florida.
- 12.4 Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.
- 12.5 Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties. This provision shall apply to any change orders and any change order must be in writing and signed by both parties to this contract in order for the Contractor to be reimbursed for work performed under any such change orders.
- 12.6 Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 12.7 Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.8 Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.
- 12.9 Records Retention.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The Client shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement, and will maintain the right to provide said information to FEMA, the Comptroller General of the United States or any other participating and authorized federal or state representatives.
- 12.10 Insurance.** Contractor shall possess and provide to the County Certificates of Insurance evidencing the following insurance coverages:

Workers Compensation: The Contractor shall provide coverage for its employees with all statutory workers' compensation limits, and no less than \$1,000,000.00 for Employer's Liability. The said coverage shall include a waiver of subrogation in favor of the Client and its agents, employees, and officials.

Commercial General Liability: The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00 per occurrence, with an \$2,000,000.00 aggregate.

Business Automobile Liability: The Contractor shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, or Combined Single Limits or its equivalent.

Professional Liability (Errors & Omissions): The Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate shall either apply separately to this contract, or shall be at least twice the required limit per claim.

12.11 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

12.12 Access to Records. (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12.13 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act. (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

12.14 Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

12.15 Anti-Discrimination. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Party: <u>TAYLOR COUNTY, FLORIDA</u>	<u>LANDFALL STRATEGIES, LLC</u>
Name: <u>Pam Feagie</u>	<u>Craig Schultz</u>
Title: <u>Board Chair</u>	<u>Senior Vice President</u>
Signature: 	
Date: <u>November 6, 2017</u>	

ATTACHMENT A
SCOPE OF WORK

A. DISASTER DEBRIS MONITORING SERVICES

. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Support with the selection and permitting of TDSRS locations and other permitting/regulatory issues as requested.
- c. Scheduling work for team members and contractors daily.
- d. Include as necessary county representatives or employees as team members to accompany contractor monitors in the field.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the County with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. As part of contractor vehicle certification, the monitor will verify truck capacities and recertify on a regular basis.
- j. Verifying contractor completed work, including type of debris collected, amount of debris collected and the original collection location.
- k. Completing and physically controlling load tickets in both monitoring towers and in the field.
- l. Ensuring that trucks are accurately credited for their load and ensure that they are not artificially loaded to maximize reimbursement.
- m. Ensuring that hazardous waste is not mixed in with loads.
- n. Inspecting all trucks to ensure that all debris is removed from trucks at the DMS.
- o. Ensuring that daily loads meet permit requirements.
- p. The monitor will validate hazardous trees, including hangers, leaners, and stumps and provide appropriate documentation forms.
- q. Entering load tickets into a database application.
- r. Digitization of source documentation (such as load tickets).
- s. Developing daily operational reports to keep the County informed of work progress.
- t. Reporting if the debris removal contractor personnel safety standards are not followed.

- u. Reporting if public safety standards are not followed.
- v. Reporting if improper equipment is mobilized and used.
- w. Developing maps, GIS applications, etc. as necessary.
- x. Monitoring site development and restoration of DMS.
- y. Reporting if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- z. Ensuring that work stops immediately in an area where human remains, or potential archeological deposits are discovered.
- aa. Performing a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- bb. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- cc. Preparing reports to include debris collected from curbside and/or collection centers, debris accepted at the DMS and/or final disposition, debris recycled/reduced at the DMS and taken to final disposition, and operation or safety issues.
- dd. Final report and appeal preparation and assistance.

B. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the County, the consultant shall provide:

- a. Preliminary Damage Assessment (PDA)
- b. Direct Administrative Cost Assistance
- c. Small PW Development
- d. Large PW Preparation
- e. Alternate and Improved Project Funding Consultation
- f. Hazard Mitigation Funding Support
- g. Special Consideration Assistance
- h. Construction Inspection
- i. Grant Administration/Financial Reconciliation Services
- j. Interim Project Inspections
- k. Final Project Inspections
- l. Data Collection and Dissemination

- m. Financial Compliance Review
- n. Insurance evaluation, documentation adjusting and settlement services;
- o. Project Scope Development
- p. Project Cost Estimation and Documentation
- q. Project Payment Requests
- r. Management – Project Cost Reconciliations
- s. Evaluating/Estimating Cost Overruns
- t. Preparing PW Versions for Cost Adjustments
- u. Grant Closeout Services
- v. Audit Assistance/Defense
- w. Appeals Development

C. EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the County, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary,
- d. Procurement assistance for debris removal contractors and other services as requested.
- e. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.
- f. Technical support and assistance in developing public information.
- g. Other training and assistance as requested by the County.
- h. Other reports and data as required by the County.
- i. Other emergency management and consulting services identified and required by the County.

ATTACHMENT B RATE SCHEDULE

Landfall Strategies would provide the personnel listed below, on an as needed or requested basis, at the direction of Taylor County.

Project Manager	\$ 39.00
Operations Managers	\$ 47.00
GIS Analyst	N/A
Environmental Specialist	N/A
Field Supervisors	\$ 42.00
Data Manager	\$ 47.00
Debris Site/Tower Monitors	\$ 28.00
Crew Monitors	\$ 28.00
Load Ticket Data Entry Clerks (QA/QC)	\$ 18.00
Project Coordinators	N/A

Legislative Affairs Consultant	\$ 95.00
Project Manager	\$ 79.00
Senior Grant Management Consultant	\$ 79.00
Project Engineer/Damage Assessor	\$ 59.00
Grant Management Consultant	\$ 69.00
Environmental Scientist (Regulatory Support)	\$ 49.00
Grant Management Specialist	\$ 59.00
Grant Management Analyst	\$ 49.00
Field Site Inspector	\$ 59.00
Office/Clerical	\$ 22.00

Project Manager	\$ 79.00
Senior Consultant	\$ 75.00
Emergency Management Consultant	\$ 65.00
Emergency Management Trainer	\$ 65.00
Emergency Management Specialist	\$ 65.00
Emergency Management Analyst	\$ 39.00
Office/Clerical	\$ 22.00

- Rates are for paper load ticketing with manual data entry. If the County prefers to use Automated Debris Management System (ADMS), an additional \$3.45 per hour would apply to Supervisor, Debris Site Tower Monitor and Crew Monitor rates.

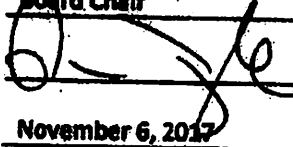
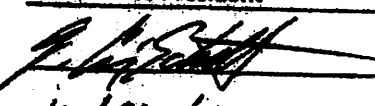
Pro Bono Pre-Event Services

Landfall Strategies would provide these services without cost:

- Annual coordination meeting with debris removal contractor;
- Review of current debris management plan and disaster recovery contracts;
- Review of critical facilities and roadways;
- Review and assessment of local ordinances, inter-local agreements and memoranda of understanding pertaining to disaster debris removal;
- Assessment of special needs areas and issues (parks, private gated communities, mobile home communities, waterways, beaches, canals, marinas, etc.);
- Review of current temporary debris management sites with recommendations;
- Review of debris removal and management contracts;
- Review and update of current public information materials pertaining to disaster debris;
- Assistance with solicitation and procurement of debris removal contracts;
- Review of ordinances pertaining to debris removal and disaster assistance;
- Regular phone consultation regarding open FEMA claims, Public Assistance policy or disaster debris management issues.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Party: <u>TAYLOR COUNTY, FLORIDA</u>	<u>LANDFALL STRATEGIES, LLC</u>
Name: <u>Pam Feagle</u>	<u>Craig Schultz</u>
Title: <u>Board Chair</u>	<u>Senior Vice President</u>
Signature: 	
Date: <u>November 6, 2017</u>	<u>11/24/2017</u>



1st YEAR RENEWAL OF AGREEMENT
Made By and Between

Landfall Strategies, LLC
216 Lower Bogue Road
Harwinton, CT 06791
941-451-7472

and

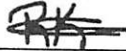
Taylor County, FL
Division of Emergency Management
591 Highway 27 East, Perry, FL 32348
Phone: (850) 838-3575

On November 6, 2017, Taylor County, FL accepted Landfall Strategies, LLC bid to provide disaster debris monitoring and grant consulting services for the County should the need arise. The terms of the agreement are for an initial period of three (3) years, with the option of two (2) additional one (1) year periods upon the consent of both Parties.

As the initial maturity date of this agreement is November 06, 2020, Landfall Strategies, LLC and Taylor County, FL hereby desire and agree to exercise the 1st year renewal option for the above defined contract for the period of November 6, 2020 to November 06, 2021.

ACCEPTANCE:


LANDFALL STRATEGIES, LLC

By:  Its: Executive Vice President

Name printed or typed: Ryan M. Kelley

Date: October 19, 2020

Taylor County, FL

By:  Its: Director Board Chairperson

Name printed or typed: Kristy Anderson Thomas Dempsey

Date: 11/17/20



1st YEAR RENEWAL OF AGREEMENT

Made By and Between

Landfall Strategies, LLC
216 Lower Bogue Road
Harwinton, CT 06791
941-451-7472

and

Taylor County, FL
Division of Emergency Management
591 Highway 27 East, Perry, FL 32348
Phone: (850) 838-3575

On November 6, 2017, Taylor County, FL accepted Landfall Strategies, LLC bid to provide disaster debris monitoring and grant consulting services for the County should the need arise. The terms of the agreement are for an initial period of three (3) years, with the option of two (2) additional one (1) year periods upon the consent of both Parties.

As the initial maturity date of this agreement is May 31, 2022. Landfall Strategies, LLC and the Taylor County, FL hereby desire and agree to exercise the 2nd year renewal option for the above defined contract for the period of November 6, 2021 to November 06, 2022.

ACCEPTANCE:

LANDFALL STRATEGIES, LLC

By: Bryan S. Fike Its: President

Name printed or typed: Bryan S. Fike

Date: May 31, 2022

Taylor County, FL

By: _____ Its: Director Chairperson

Name printed or typed: John Louk Thomas Demps

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS
FOR INMATE MEDICAL EXPENSES



MEETING DATE REQUESTED:

JULY 19, 2022

Statement of Issue: TO FUND INMATE MEDICAL EXPENSES AT THE COUNTY JAIL.

Recommended Action: APPROVE TRANSFER OF FUNDS FROM GENERAL FUND-RESERVE FOR CONTINGENCY

Fiscal Impact: \$75,000

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: CURRENT FISCAL YEAR DEPARTMENT BUDGET IS NOT SUFFICIENT FOR INMATE MEDICAL EXPENSES FOR THE REMAINDER OF THE FISCAL YEAR.

STAFF RECOMMENDS A BUDGET TRANSFER OF \$75,000 TO FUND REMAINING INMATE MEDICAL COSTS.

Options: APPROVE/NOT APPROVE

Attachments: EXPENDITURE REPORT

SUNGARD PENTAMATION, INC.
DATE: 07/13/2022
TIME: 17:12:33

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAIL

SELECTION CRITERIA: exp|edgr.key_orgn='0200'
ACCOUNTING PERIOD: 10/22

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

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-523 DETENTION &/OR CORRECTION
TOTL/DEPT-0200 COUNTY JAIL/INMATE MED.

ACCOUNT	----- TITLE -----	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	8,929.00	.00	.00	8,921.65	7.35	99.92
54500	INSURANCE	53,570.00	.00	.00	49,996.86	3,573.14	93.33
54610	R&M BUILDINGS & GROUNDS	78,086.00	.00	16,361.41	61,167.90	556.69	99.29
54620	R&M EQUIPMENT	2,300.00	350.00	419.98	1,096.92	783.10	65.95
54907	LICENSE/PERMIT/REGISTRAT	30.00	.00	.00	.00	30.00	.00
54940	INMATE MEDICAL EXPENSE	63,000.00	1,570.30	2,585.72	46,824.43	13,589.85	78.43
54941	INMATE DRUGS/MEDICATION	52,871.00	.00	.00	28,034.59	24,836.41	53.02
55103	EQUIPMENT < \$5,000	2,000.00	.00	.00	213.81	1,786.19	10.69
55202	SAFETY PRODUCTS/SUPPLIES	170.00	.00	.00	.00	170.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	88,600.00	.00	.00	88,600.00	.00	100.00
	TOTAL COUNTY JAIL/INMATE MED.	349,556.00	1,920.30	19,367.11	284,856.16	45,332.73	87.03
	TOTAL GENERAL FUND	349,556.00	1,920.30	19,367.11	284,856.16	45,332.73	87.03
	TOTAL REPORT	349,556.00	1,920.30	19,367.11	284,856.16	45,332.73	87.03

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold the second of two public hearings at 9:00AM to discuss and receive public input for the possible grant submission to the 2023-2024 funding cycle of the Florida Recreation Development Assistance Program (FRDAP). The Board approved moving forward with the second public hearing at the July 11, 2022 meeting and requesting funding assistance for the construction of a softball field at Taylor County Sports Complex and associated improvements. This project would be Phase 7 of the development of the Sports Complex.

MEETING DATE REQUESTED: July 19, 2022

Statement of Issue: The Board to receive public input and discuss the possible grant submission to the upcoming funding cycle of the FRDAP program.

Recommended Action: Approve moving forward with submission of a grant application to the 2023-2024 FRDAP funding cycle. The grant application would be for the Phase 7 development of Taylor County Sports Complex.

Fiscal Impact: The maximum grant award amount is \$200,000. If the Board should choose to move forward with the Sports Complex grant application, the project has an estimated cost of \$492,000. The Board would be responsible for all project costs over \$200,000. The match/cost difference will not be required until FY 2023-2024. The County would have three years to complete the project and expend the funds.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to submit two grant applications FY 2023-2024 to the FRDAP program. The County is eligible to have three open FRDAP grants and currently has one open grant- Southside Park (\$50,000). The proposed Sports Complex grant application will be requesting funding assistance for the construction of a new softball field at Taylor County Sports Complex and associated amenities,

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider adoption of proposed ordinance relating to the collection of Solid Waste in Taylor County.

**MEETING DATE REQUESTED:**

July 19, 2022

Statement of Issue: To authorize the imposition and collection of annual Solid Waste service assessments against residential property in Taylor County.

Recommended Action: Adopt Ordinance

Fiscal Impact: To be set by Resolution

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator
(850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into agreement with Nabors, Giblin and Nickerson and Government Services Group to complete a Special Assessment Solid Waste Study in 2021 in order to address the continued revenue shortfall in the Solid Waste Collections budget. Phase 1 of the study was substantially completed in May of 2021 and indicated the County should take the step to issue new cards/decals to all property owners who are assessed in order to insure that only the property owners who pay the assessment can utilize the services.

Letters to property owners were include in the tax bills in November of 2021 and County staff issued new cards/decals to property owners.

In anticipation of the completion of the completed Solid Waste Study in 2022 the Board adopted a Resolution of Intent in December 2021.

The Solid Waste study was completed in May and Government Services Group and Nabors, Giblin and Nickerson presented a draft solid waste budget to the Board at that time. Staff has continued to work with Government Services Group and Nabors, Giblin and Nickerson to update the draft budget as operational costs continue to increase.

Nabors, Giblin and Nickerson have prepared an amended ordinance relating to the Solid Waste assessment that funds Solid Waste Collection in Taylor County. The assessment will be set by Resolution.

Options: Adopt/Do not adopt Ordinance

Attachments: Critical Events Schedule
Draft Ordinance and notice
Resolution of Intent
Letter from Conrad Bishop, Jr., County Attorney

**TAYLOR COUNTY
SOLID WASTE SERVICES ASSESSMENT PROJECT
CRITICAL EVENTS SCHEDULE
FISCAL YEAR 2022-23**

(Commission Meetings – 1st Monday @ 6:00 p.m. and 3rd Tuesday @ 9:00 a.m.)

Project Manager: Sandi Neubarth

Event	Date
County Commission Workshop (if necessary)	May 2022
GSG provides Draft Assessment Report to NGN and County for Review and Comment	June – July 2022
NGN and County provide comments to GSG on Draft Assessment Reports	June – July 2022
GSG provides Final Assessment Report to County	July 2022
NGN provides draft Ordinance to GSG and County for Review	June 27, 2022
GSG and County comment on draft Ordinance	July 1, 2022
County Advertises Public Hearing on Ordinance	By July 8, 2022
Agenda Deadline for Ordinance	July 8, 2022
County Adopts Ordinance	July 19, 2022
NGN provides draft Amended and Restated Initial Assessment Resolution to GSG and County for Review	July 11, 2022
GSG and County comment on draft Amended and Restated Initial Assessment Resolution	July 15, 2022
Agenda Deadline for Amended and Restated Initial Assessment Resolution	July 22, 2022
County Adopts Amended and Restated Initial Assessment Resolution	August 1, 2022
GSG transmits Published Notice Reminder Letters to County	August 2, 2022
First Class Notices Mailed by GSG	August 16, 2022
County publishes Notice of Public Hearing to adopt Amended and Restated Final Assessment Resolution	By August 16, 2022
NGN provides Amended and Restated Final Assessment Resolution to GSG and County for Review	August 17, 2022
GSG and County comment on Amended and Restated Final Assessment Resolution	August 23, 2022
Agenda Deadline for Amended and Restated Final Assessment Resolution	August 26, 2022
Public Hearing to adopt Amended and Restated Final Assessment Resolution	September 6, 2022
County certifies Assessment Roll to County Tax Collector	By September 15, 2022

cc: LaWanda Pemberton, County Administrator (lpemberton@taylorcountygov.com);

Bishop Law Firm (lawbishop@fairpoint.net)

Heather Encinosa, Evan Rosenthal, Shane Black

TAYLOR COUNTY, FLORIDA

**SOLID WASTE SERVICE
ASSESSMENT ORDINANCE**

ADOPTED _____, 2022

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ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA; RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON RESIDENTIAL PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING FOR CODIFICATION; REPEALING CHAPTER 66, ARTICLE III OF THE TAYLOR COUNTY CODE OF ORDINANCES CONCERNING THE TAYLOR COUNTY SOLID WASTE SERVICES UNIT (MSBU) IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:**

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Solid Waste Service Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which a Solid Waste Service Assessment is imposed or reimposed.

"Assessment Roll" means the special assessment roll relating to a Solid Waste Service Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Biohazardous Waste" means any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a Building.

"Board" means the Board of County Commissioners of Taylor County, Florida.

"Bulk Trash" means any non-vegetative large items of various types which cannot be cut for placement in a garbage container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Bulk Trash shall include carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less.

"Certificate of Occupancy" means the written certification issued by the County that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"County" means Taylor County, Florida.

"County Administrator" means the chief administrative officer of the County, designated by the Board to be responsible for coordinating Solid Waste Service Assessments, or such person's designee.

"Commercial Collection Service" means the collection and transportation of Solid Waste from Commercial Property by the County or its Franchisee to a Solid Waste disposal facility.

"Commercial Property" means all Improved Property other than Residential Property.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or

demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Dwelling Unit" means a Building, or a portion thereof, which is located upon Residential Property and lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family unit only.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Solid Waste Service Assessments.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the County.

"Franchisee" means an entity granted a franchise by the County to collect, transport and dispose of Solid Waste within the County.

"Garbage" means every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Government Property" means Residential Property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Improved Property" means all property within the unincorporated area of the County and any incorporated areas included pursuant to Section 2.14 hereof on which a Building or other improvements have been placed or constructed, which improvements result in such property generating Solid Waste or being capable of generating Solid Waste.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Solid Waste Cost for which an assessment is to be made and for the imposition of a Solid Waste Service Assessment.

"Ordinance" means this Solid Waste Service Assessment Ordinance, as amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Residential Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Solid Waste Service Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Taylor County Property Appraiser.

"Prohibited Waste" means any Hazardous Waste, Biohazardous Waste, or Special Waste.

"Recovered Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) newspapers, including the normal percentage of rotogravure and colored sections, but not including phone books, magazines, and any paper other than newspaper;
- (b) aluminum beverage cans, commingled with ferrous food containers;
- (c) high density polyethylene plastics ("HDPE") commingled with polyethylene terephthalate plastics ("PET");
- (d) clear glass;
- (e) brown glass; and
- (f) green glass.

Recovered Materials shall not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

"Residential Property" means all Improved Property that (i) is included on the Assessment Roll and receives a special benefit from the delivery of the Solid Waste and

Recovered Materials collection and disposal services, facilities, and programs identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution, (ii) contains at least one Dwelling Unit including Improved Property that is used as a mobile home or recreational vehicle park, and (iii) does not receive Commercial Collection Service.

"Solid Waste" includes Garbage, Yard Trash, Bulk Trash, White Goods, or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste.

"Solid Waste Service Assessment" means a special assessment lawfully imposed by the County against Residential Property to fund all or any portion of the cost of the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Residential Property.

"Solid Waste Cost" means the amount necessary to fund the County's collection and disposal of Solid Waste and the recycling activities of Recovered Materials that are allocable to Residential Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, facilities, and programs provided by the County, or through contractual arrangements with the County relating to Solid Waste and Recovered Materials collection and disposal activities; (B) the cost of any indemnity or surety bonds and premiums for insurance; (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (D) the cost of computer services, data processing, and communications; (E) the cost of training,

travel and per diem; (F) the recovery of unpaid or delinquent fees or charges advanced by the County and due for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels; (G) the cost of engineering, financial, legal or other professional services; (H) all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Service Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, facilities, and programs funded by the Solid Waste Service Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Board; (J) a reasonable amount for contingency and anticipated delinquencies and uncollectible Solid Waste Service Assessments; and (K) reimbursement to the County or any other Person for any monies advanced for any costs incurred by the County or such Person in connection with any of the foregoing items of Solid Waste Cost.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard Trash and Bulk Trash.

"Tax Collector" means the Taylor County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

"Yard Trash" means vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 1, Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) In addition to its powers of self-government, the Board is authorized by section 125.01(1)(q), Florida Statutes, to impose Solid Waste Service Assessments in all or a portion of the unincorporated area and within municipal areas through the creation

of a municipal service benefit unit. The creation of a municipal service benefit unit which consists of any property situated within an incorporated area requires the consent of the affected municipality pursuant to section 125.01(1)(q), Florida Statutes. Additionally, the Board derives authority to impose Solid Waste Service Assessments within a municipal service benefit unit from the home rule power of counties in Article VIII, section 1(f), Florida Constitution, section 125.01, Florida Statutes, and specifically section 125.01(1)(r), Florida Statutes.

(C) This Ordinance authorizes the imposition of Solid Waste Service Assessments through a municipal service benefit unit hereafter created in an Initial Assessment Resolution or Preliminary Rate Resolution adopted pursuant to this Ordinance. Additionally and alternatively, this Ordinance authorizes the imposition of a Solid Waste Service Assessment throughout a geographic area designated by the Board in an Initial Assessment Resolution or a Preliminary Rate Resolution, without requiring the creation of a new, or the use of an existing, municipal service benefit unit. This Ordinance authorizes the Board to designate all or a portion of the unincorporated area and municipal areas with such municipality's consent as a part of the municipal service benefit unit.

(D) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of annual Solid Waste Service Assessments under the general home rule powers of a county to impose special assessments; (2) authorize a procedure for the funding of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs providing special benefits to property within the County; and (3) legislatively determine the special benefit provided to Residential Property from the

provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs by the County.

(E) Pursuant to section 403.706(1), Florida Statutes, the County has the general responsibility and authority to provide for the collection and transport of Solid Waste generated within the County to appropriate Solid Waste disposal facilities.

(F) The existence of any Building or other improvement on Improved Property results in such property generating Solid Waste or being capable of generating Solid Waste.

(G) Whether imposed throughout the entire County or a portion thereof, the imposition of a recurring annual Solid Waste Service Assessment is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste and Recovered Materials collection and disposal services, facilities, and program costs experienced by the County among the parcels of Residential Property within the area assessed.

(H) The use of the uniform method of collection authorized by the Uniform Assessment Collection Act provides a mechanism to equitably and efficiently collect Solid Waste Service Assessments from Residential Property.

(I) The annual Solid Waste Service Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(J) The Solid Waste Service Assessment to be imposed using the procedures provided in this Ordinance is imposed by the Board, not the Clerk, Property Appraiser or

Tax Collector. The duties of the Clerk, Property Appraiser or Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT.

It is hereby ascertained, determined and declared that Solid Waste and Recovered Materials collection and disposal services, facilities, and programs of the County provide a special benefit to property within the County that is improved by the existence of a Dwelling Unit or Building based upon the following legislative determinations:

(A) Solid Waste and Recovered Materials collection and disposal services, facilities, and programs furnished by the County possess a logical relationship to the use and enjoyment of Residential Property by providing: (1) Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to the Owners and occupants of Residential Property for proper, safe, and cost effective disposal of Solid Waste and Recovered Materials generated on such property, (2) better service to Owners and tenants, (3) the enhancement of environmentally responsible use and enjoyment of Residential Property, and (4) the protection of property values and the health and safety of the Owners and occupants of Residential Property resulting from the uniform delivery and availability of such services, facilities, and programs.

(B) The provision of comprehensive Solid Waste and Recovered Materials collection and disposal services, facilities, and programs furnished by or through the County to Residential Property enhances and strengthens the relationship of such services and programs to the use and enjoyment of Residential Property within the County.

ARTICLE II
ANNUAL SOLID WASTE COLLECTION AND
DISPOSAL ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The Board is hereby authorized to impose an annual Solid Waste Service Assessment upon Residential Property to fund all or any portion of the Solid Waste Cost at a rate of assessment based on the special benefit accruing to such property from the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs. All Solid Waste Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Solid Waste Service Assessment imposed in a Fiscal Year against a parcel of Residential Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Solid Waste Cost among properties on a basis reasonably related to the special benefit provided by Solid Waste and Recovered Materials collection and disposal services, facilities, and programs funded with assessment proceeds.

(C) Any unpaid or delinquent fees, charges, or assessments due the County for Solid Waste management and disposal services or facilities which are allocable to specific parcels of Residential Property may be included in the annual Solid Waste Service Assessment for such parcels. In such an event, any existing lien on each affected parcel for unpaid or delinquent fees, charges, or assessments shall be supplanted by the lien

resulting from the inclusion of such unpaid or delinquent fees, charges, or assessments in the amount of the Solid Waste Service Assessment.

SECTION 2.02. INITIAL PROCEEDINGS.

(A) The initial proceeding for the imposition of a Solid Waste Service Assessment shall be the adoption of an Initial Assessment Resolution by the Board (1) containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (2) determining the Solid Waste Cost to be assessed; (3) describing the method of apportioning the Solid Waste Cost and the computation of the Solid Waste Service Assessment for specific properties; (4) providing a summary description of the parcels of property (conforming to the description contained on the Tax Roll) located within the County that receive a special benefit from the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs or describing a specific geographic area in which such service, facility, or program will be provided; (5) establishing an estimated assessment rate for the upcoming Fiscal Year; (6) authorizing the date, time, and place of the public hearing to receive and consider comments from the public and consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (7) directing the County Administrator to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

(B) The Initial Assessment Resolution shall also sufficiently identify property that may be subject to the imposition of Solid Waste Service Assessments by designating

a geographic area within the County where the Board provides Solid Waste collection and disposal services, facilities and programs as follows:

(1) Such Board designated geographic area may consist of all or a portion of the unincorporated area, all or a portion of the incorporated area, or any combination of the foregoing. The Board may designate such geographic area by creating a new municipal service benefit unit, which contains a description of the property to be included or by using an existing municipal service benefit area heretofore created by the Board.

(2) Alternatively, the Board shall identify such property by providing a summary description of the parcels, conforming to the description on the Tax Roll, located within the County that receive a special benefit from the provision of Solid Waste collection and disposal services, facilities or programs.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The County Administrator shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Residential Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Residential Property, if available.

(3) The amount of the Solid Waste Service Assessment to be imposed against each such parcel of Residential Property.

(B) The initial Assessment Roll shall be retained by the County Administrator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Solid Waste Service

Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION.

(A) Upon completion of the initial Assessment Roll, the County Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the County a notice stating that at a meeting of the Board on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Board will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Solid Waste Service Assessment; (2) a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (3) the rate of assessment; (4) notification that unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels will be additionally included in the annual Solid Waste Service Assessment; (5) the procedure for objecting provided in Section 2.06 hereof; (6) the method by which the Solid Waste Service Assessment will be collected; and (7) a statement that the initial Assessment Roll is available for inspection at the office of the County Administrator and all interested persons may ascertain the amount to be

assessed against a parcel of Residential Property at the office of the County Administrator.

SECTION 2.05. NOTICE BY MAIL.

(A) In addition to the published notice required by Section 2.04, the County Administrator shall provide notice, or direct the provision of notice, of the proposed Solid Waste Service Assessment by first class mail to the Owner of each parcel of property subject to the Solid Waste Service Assessment.

(B) Such notice shall include (1) the purpose of the Solid Waste Service Assessment; (2) the rate of assessment to be levied against each parcel of property; (3) the unit of measurement applied to determine the Solid Waste Service Assessment; (4) the number of such units contained in each parcel of property; (5) the total revenue to be collected by the County from the Solid Waste Service Assessment; (6) a statement that failure to pay the Solid Waste Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) notification that unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels will be additionally included in the Solid Waste Service Assessment; (8) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and (9) the date, time, and place of the hearing.

(C) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be

deemed mailed upon delivery thereof to the possession of the United States Postal Service. The County Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION.

(A) At the time named in such notice, or to which an adjournment or continuance may be taken by the Board, the Board shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Board adopt the Final Assessment Resolution which shall (1) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Board; (2) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (3) approve the inclusion of any unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Board shall constitute a legislative determination that all parcels assessed derive a special benefit from the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All objections to the Final Assessment Resolution shall be made in writing, and filed with the County Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Solid Waste Service Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION.

(A) The Solid Waste Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Residential Property, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid Waste Service Assessments, such other official as the Board by resolution shall designate.

SECTION 2.08. ANNUAL ADOPTION PROCEDURE.

(A) Annually during the budget process, the Board shall determine whether to reimpose a Solid Waste Service Assessment for each Fiscal Year following the initial

Fiscal Year. If the Board elects to reimpose a Solid Waste Service Assessment, the procedures in this Section 2.08 shall be followed.

(B) The initial proceedings for the reimposition of an annual Solid Waste Service Assessment by the Board shall be the adoption of a Preliminary Rate Resolution by the Board (1) containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (2) determining the Solid Waste Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (5) directing the County Administrator to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) direct and authorize any supplemental or additional notice deemed proper, necessary or convenient by the County.

(C) At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Board, the Board shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Board, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Board deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent

Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Board from providing annual notification to all Owners of Residential Property in the manner provided in either or both Sections 2.04 or 2.05 hereof.

(E) Nothing herein shall preclude the Board from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to Sections 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Solid Waste Service Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the Board and included in the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Solid Waste Service Assessment is imposed or the use of the revenue from the Solid Waste Service Assessment is substantially changed from that represented by the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, (3) property is reclassified or the method of apportionment is revised or altered resulting in an increased Solid Waste Service Assessment from that represented by the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, or (4) an Assessment Roll contains Residential Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Residential Property. Such notice shall substantially conform with the notice requirements set forth in Sections

2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board pursuant to this Ordinance.

(G) As to any Residential Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Residential Property (including, but not limited to, the determination of special benefit and fair apportionment to the Residential Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any prior fee, charge, or assessment imposed by the County or any Solid Waste Service Assessment not challenged within the required 20-day period for those Solid Waste Service Assessments previously imposed against Residential Property by the inclusion of the Residential Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid

Waste Service Assessments, such other official as the Board by resolution shall designate. If the Solid Waste Service Assessment against any property shall be sustained, reduced, or abated by any court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF SOLID WASTE SERVICE ASSESSMENTS.

(A) Upon the adoption of the Assessment Roll, all Solid Waste Service Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(B) The lien for a Solid Waste Service Assessment shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Solid Waste Service Assessment collected under the Uniform Assessment Collection Method shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Solid Waste Service Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO SOLID WASTE SERVICE ASSESSMENTS.

If any Solid Waste Service Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or

if the Board is satisfied that any such Solid Waste Service Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Board has omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Solid Waste Service Assessment against any property benefited by the Solid Waste Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Solid Waste Service Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Solid Waste Service Assessments until a valid Solid Waste Service Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Solid Waste Service Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Solid Waste Service Assessment as finally approved shall be competent and sufficient evidence that such Solid Waste Service Assessment was duly levied, that the Solid Waste Service Assessment was duly made and adopted, and that all other proceedings adequate to such Solid Waste Service Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to a Solid Waste Service Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, County Administrator, Board, or their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board under the provision of this Ordinance.

(B) When it shall appear that any Solid Waste Service Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs, but that such property was omitted from the Assessment Roll or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Annual Rate Resolution for any upcoming Fiscal Year, the Board may, upon provision of a notice by mail provided to the Owner of the omitted parcel in the manner and form provided in Section 2.05, impose the applicable Solid Waste Service Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Solid Waste Service Assessment due for the prior two Fiscal Years. Such Solid Waste Service Assessment shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the County Administrator shall

have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Solid Waste Service Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Solid Waste Service Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Solid Waste Service Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the County Administrator and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the County Administrator.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) The Board is hereby authorized to impose an interim Solid Waste Service Assessment against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution.

(B) The amount of the interim Solid Waste Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year in

which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Solid Waste Service Assessment shall also include an estimate of the subsequent Fiscal Year's Solid Waste Service Assessment.

(C) No Certificate of Occupancy shall be issued until full payment of the interim Solid Waste Service Assessment is received by the County. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Solid Waste Service Assessment, shall not relieve the Owner of such property of the obligation of full payment.

(D) For the purpose of this provision, such interim Solid Waste Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

SECTION 2.14. INCLUSION OF MUNICIPAL AREAS.

(A) The areas provided Solid Waste and Recovered Materials collection and disposal services, facilities, and programs by the County and subject to the imposition of Solid Waste Service Assessments may include incorporated areas. However, any municipality not heretofore providing evidence of consent to such assessments by ordinance, shall evidence a request for inclusion and consent to such inclusion by ordinance in substantially the form attached hereto as Appendix A.

(B) Any municipal request or consent for inclusion given to the County shall thereafter be deemed given in advance and automatically renewed for each Fiscal Year thereafter unless such request and consent is timely withdrawn by the adoption of an ordinance abandoning the municipality's request and consent and providing a certified copy of such ordinance to the Board prior to May 1 preceding the Fiscal Year for which such request and consent is being withdrawn. Inclusion of any municipality shall be irrevocable for any Fiscal Year in which Solid Waste Service Assessments are levied by the County within an incorporated area.

SECTION 2.15. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.

(A) The Board, in its sole discretion, shall determine whether to provide exemptions from payment of a Solid Waste Service Assessment for Government Property or property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The Board, in its sole discretion, shall determine whether to provide a program of hardship assistance to County residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of a Solid Waste Service Assessment.

(C) The Board shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Board. Any funds designated for

exemptions or hardship assistance shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(D) Any shortfall in the expected a Solid Waste Service Assessment proceeds due to any hardship assistance or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the a Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

ARTICLE III
COLLECTION AND USE OF SOLID WASTE
SERVICE ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the Board, the Solid Waste Service Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the County shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of a Solid Waste Service Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Solid Waste Service Assessment upon certification of a non-ad valorem roll to the Tax Collector by the County.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of utilizing the Uniform Assessment Collection Act, the County may elect to collect the Solid

Waste Service Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The County shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Solid Waste Service Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Solid Waste Service Assessment is due, and (7) a statement that the Solid Waste Service Assessment constitutes a lien against Residential Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Solid Waste Service Assessments shall be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The County shall have the right to foreclose and collect all delinquent Solid Waste Service Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The County or its agent shall notify any property owner who is delinquent in payment of his or her Solid Waste

Service Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the County or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Solid Waste Service Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Solid Waste Service Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the County may be the purchaser to the same extent as any Person. The County or its agent may join in one foreclosure action the collection of Solid Waste Service Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County and its agents, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the County as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Solid Waste Service Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the

Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Solid Waste Service Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the County's use of an alternative method of collection, the County Administrator shall have the same power and authority to correct errors and omissions as provided to him or her or other county officials in Section 2.12 hereof.

(G) Any Board action required in the collection of Solid Waste Service Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) If Solid Waste Service Assessments are imposed against Government Property, the County shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Solid Waste Service Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Solid Waste Service Assessment is due.

(B) Solid Waste Service Assessments imposed against Government Property shall be due on the same date as all other Solid Waste Service Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The County shall notify the Owner of any Government Property that is delinquent in payment of its Solid Waste Service Assessment within 60 days from the date such assessment was due. Such notice shall state that the County will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the County as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Solid Waste Service Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in installments with a remedy of a mandamus action in the event of non-payment. The Board may contract for such billing services with any utility, whether or not such utility is owned by the County.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the County's authority to impose assessments pursuant hereto shall be applicable throughout the County.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the County, shall be liberally construed to affect the purposes hereof.

(B) Nothing herein shall preclude the Board from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the County, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. CODIFICATION. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall replace those provisions

repealed in Section 4.05 below and shall become a new Chapter 66, Article III of the Taylor County Code of Ordinances. The sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 4.05. REPEAL OF EXISTING ARTICLE III, CHAPTER 66 OF THE TAYLOR COUNTY CODE OF ORDINANCES.

(A) Article III, Chapter 66 of the Taylor County Code of Ordinances, entitled Taylor County Solid Waste Services Unit (MSBU) and encompassing sections 66-71 through and including 66-109, is hereby repealed in its entirety.

(B) Any non-ad valorem assessment revenues that remain unspent on the effective date of this Ordinance shall be retained by the County and used to provide solid waste collection, recycling, and disposal services for residential units within the MSBU until fully expended.

SECTION 4.06. CONFLICTS. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.07. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. This Ordinance shall take effect as provided by law.

DULY ENACTED this _____ day of _____, 2022.

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

(SEAL)

By: _____
Thomas Demps, Chairman

ATTEST:

Gary Knowles, Clerk

Approved for Form and Correctness:

By: _____
County Attorney

APPENDIX A

FORM OF MUNICIPAL REQUEST AND CONSENT ORDINANCE

ORDINANCE NO. _____

**AN ORDINANCE OF THE [CITY OR TOWN OF] [city],
FLORIDA, REQUESTING AND CONSENTING TO THE
INCLUSION OF ALL OF [city] WITHIN A MUNICIPAL
SERVICE BENEFIT UNIT OR OTHER SPECIFIC
GEOGRAPHIC AREA DESIGNATED BY TAYLOR COUNTY
TO PROVIDE SOLID WASTE COLLECTION AND
DISPOSAL SERVICES; PROVIDING FOR ANNUAL
RENEWAL OF SUCH REQUEST AND CONSENT;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

**BE IT ORDAINED BY THE [CITY OR TOWN] [Council or Commission] OF
[city], FLORIDA:**

SECTION 1.01. FINDINGS. It is hereby ascertained, determined, and
declared that:

(A) The Board of County Commissioners of Taylor County, Florida (the
"County"), has enacted ordinances authorizing the County to create or identify a municipal
service taxing or benefit unit or other specific geographic area within which the County
imposes and collects assessments for solid waste collection and disposal services within
incorporated and unincorporated areas of the County.

(B) The [City or Town] [Council or Commission] of [city] has determined
that the inclusion of the incorporated area of [city or town] within such municipal service
benefit unit or specific geographic area by the County for the purpose of providing solid
waste collection and disposal services is in the best interests of the owners of property
within the corporate limits of [city].

SECTION 1.02. REQUEST AND CONSENT OF [city]. The [City or Town]
[Council or Commission] of [city] hereby requests and consents to the inclusion of all
of the incorporated area of [city] within an identified municipal service taxing or benefit

unit or specific geographic area created or identified by the County to provide Solid Waste and Recovered Materials collection and disposal services, facilities, and programs and to the imposition of a special assessment by the County to fund such solid waste collection and disposal services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The **[City or Town] [Council or Commission]** finds that the provision of solid waste collection and disposal services is an essential municipal purpose.

SECTION 1.03. ANNUAL RENEWAL OF REQUEST AND CONSENT.

Request and consent of the **[City or Town] [Council or Commission]** of **[city]** given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject solid waste collection and disposal service assessments are levied by the County within the incorporated area. **[city]** may only withdraw such consent for any subsequent fiscal year by adopting an ordinance abandoning its consent and providing a certified copy of such ordinance to the County prior to May 1 preceding the fiscal year for which consent is being withdrawn.

SECTION 1.04. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 1.05. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

PASSED AND ADOPTED on First Reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on Second and Final Reading on the _____ day of _____, 2022.

(SEAL)

**[CITY OR TOWN] [Council or
Commission] OF [CITY], FLORIDA**

By: _____
Mayor

ATTEST:

CLERK

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

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 884-8113
FAX (850) 884-2433

June 21, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Advertisement for Special Assessment Ordinance

Dear LaWanda:

Enclosed please find the Notice on the Special Assessment, the hearing to be held July 19, 2022, at 9:05 a.m.

Please check this out and make sure that we have the date and time correct.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Gary Knowles (via e-mail)

**NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance relating to the collection of Solid Waste in Taylor County, Florida, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on July 19, 2022, at 9:05 a.m. The title of the proposed ordinance is:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYOR COUNTY, FLORIDA; RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON RESIDENTIAL PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMNETS; PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING FOR CODIFICATION; REPEALING CHAPTER 66, ARTICLE III OF THE TAYLOR COUNTY CODE OF ORDINANCES CONCERNING THE TAYLOR COUNTY SOLID WASTE SERVICES UNIT (MSBU) IN ITS ENTIRETY; PROVIDING AN EFFECTIVE DATE.

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

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this ___ day of _____, 2022, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of a proposed Ordinance relating to the collection of Solid Waste in Taylor County, Florida. The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the Regular Meeting of the Board on **TUESDAY, JULY 19, 2022 at 9:05 A.M.** The title of the proposed Ordinance is:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYOR COUNTY, FLORIDA; RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON RESIDENTIAL PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMNETS; PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING FOR CODIFICATION; REPEALING CHAPTER 66, ARTICLE III OF THE TAYLOR COUNTY CODE OF ORDINANCES CONCERNING THE TAYLOR COUNTY SOLID WASTE SERVICES UNIT (MSBU) IN ITS ENTIRETY; PROVIDING AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the Office of the Clerk of Court, located on the first floor, Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this Public Hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published.

DATED this 27th. day of June, 2022, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

LEGAL NOTICE

1 ISSUE

FRIDAY, JULY 8, 2022

BILL T.C.B.C.C.

RESOLUTION

A RESOLUTION OF TAYLOR COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor County, Florida (the "County") is contemplating the imposition of special assessments for the provision of solid waste services; and

WHEREAS, the County intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste services to property within the unincorporated area of the County as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2022, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2022, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the County, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing solid waste services. Such non-ad valorem assessments shall be levied within the unincorporated area of the County. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The County hereby determines that the levy of the assessments is needed to fund the cost of solid waste services within the unincorporated area of the County.

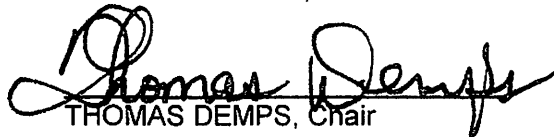
3. Upon adoption, the County Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by January 10, 2022.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this 6th day of December, 2021.



TAYLOR COUNTY, FLORIDA


THOMAS DEMPS, Chair

Attest:


for GARY KNOWLES, Clerk

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

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

June 30, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Sarah Blalock
Nabors Giblin & Nickerson
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(sblalock@ngn-tally.com)

Re: Solid Waste Service Assessment Ordinance

Dear Ms. Blalock:

I looked at the Ordinance mentioned above, did y'all put in the Ordinance that the amount of the assessment can be by Resolution and is it your position that it needs to be by Ordinance?

That's really the only question I have.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Ms. LaWanda Pemberton (via e-mail)

LaWanda Pemberton

From: Encinosa, Heather <hencinosa@ngn-tally.com>
Sent: Thursday, June 30, 2022 5:26 PM
To: lawbishop@fairpoint.net
Cc: LaWanda Pemberton; Blalock, Sarah
Subject: FW: solid Waste Service Assessment Ordinance
Attachments: SKM_C25822063016460.pdf

Hi Conrad. I got your question about the ordinance. The actual assessment rates would indeed be adopted by resolution. As provided in Section 2.02(A)(5) the initial rates would be in the Initial Assessment Resolution and then after notice and the public hearing, pursuant to Section 2.06(A)(2) the Final Assessment Resolution would establish the final assessment rates. Let me know if you have any additional questions.

Heather J. Encinosa

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070
hencinosa@ngnlaw.com

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Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein. Thank you.

From: Blalock, Sarah <sblalock@ngn-tally.com>
Sent: Thursday, June 30, 2022 4:33 PM
To: Encinosa, Heather <hencinosa@ngn-tally.com>
Subject: FW: solid Waste Service Assessment Ordinance

Please see the question from the Taylor County Attorney.

From: The Bishop Law Firm <lawbishop@fairpoint.net>
Sent: Thursday, June 30, 2022 4:31 PM
To: Blalock, Sarah <sblalock@ngn-tally.com>
Cc: gknowles@taylorclerk.com; 'LaWanda Pemberton' <LPemberton@taylorcountygov.com>
Subject: solid Waste Service Assessment Ordinance

Karen Parker

Legal Secretary
The Bishop Law Firm, P.A.
Attorneys at Law
Post Office Box 167
Perry, FL 32348
850-584-6113
850-584-2433 facsimile
karenparker@fairpoint.net

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Clarification of funding issues presented at June 21, 2022
Commission meeting by Board President of the Taylor County Senior
Citizens Center


MEETING DATE REQUESTED:

July 19, 2022

Statement of Issue: we have viewed the recording of the County Commission meeting held on June 21, 2022. As a result, we would like to request an opportunity to present additional information to that which was presented by Ms. Landry, Board President of Taylor County Senior Citizens Center, in order to better clarify and quantify her request for County support.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Lisa Bretz, Executive Director

Contact: 850-739-5927 or lisab@aaanf.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Area Agency on Aging for North Florida, Inc., d/b/a Advantage Aging Solutions is pass-through funding agency for the federal Older Americans Act dollars and State General Revenue funding which are allocated to the State of Florida's Department of Elder Affairs. We are a private, not for profit organization responsible for the coordination of a service delivery system for seniors in Taylor County and 13 other counties surrounding our home base in Leon County. We currently subcontract with Taylor County Senior Citizens Center to provide congregate meals, home delivered meals and a variety of home and community-based services. Funding is allocated to our subcontractors through our agency's Board of Directors approved allocation formula. Day to day budget management and direct services are coordinated by

a subcontractor for each of our counties through competitive procurement processes every six years.

The funding information that Ms. Landry reported to you as being "cut" was not a "cut" made by my agency (the entity she referred to as the state and feds). What has truly happened is that Taylor Senior Citizens Center ran out of most of their federal COVID-19 disaster grants that are not listed on the referenced attached chart (CARES, Families First Act, COC2). During COVID, the need for meals for seniors dramatically increased, thus with these stimulus grants, Taylor Senior Citizens Center was able to increase the number of meals and clients they serve through their congregate meal program. Without additional funds they will only be able to support 36 congregate meal clients five days a week through December 31, 2022 in contrast to the 50 clients they are currently serving.

Options:

Attachments: Funding provided to Taylor County Senior Citizens Center

Taylor Senior Citizen Center, Inc.**Summary of Total Area Agency on Aging for North Florida, Inc. Funding for FY 2022**

Program	Program Description	Funding Allocation/ Budget Authority to Bill Against Delivering Services
Federal-Older Americans Act IIIB Support Services	Transportation to and from a meal site, Recreation activities at the center	\$25,076.00
Federal-Older Americans Act IIIC1 Congregate Meals	Meals cooked and served at the center, nutrition education, etc.	\$70,573.00
Federal-Older Americans Act IIIC2- Home Delivered Meals	Meals delivered to home-bound clients, nutrition education, etc.	\$11,661.00
Federal-Nutrition Services Incentive Program- NSIP	An extra \$0.72 of funding per C1 and C2 meal if federal nutrition guidelines are met	\$12,346.55
Federal- American Rescue Plan IIIB Support Services	Transportation to and from a meal site, Recreation activities at the center	\$20,000.00
Federal- American Rescue Plan IIIC1 Congregate Meals	Meals cooked and served at the center, nutrition education, etc.	\$20,000.00
Federal- American Rescue Plan IIIC2 Home Delivered Meals	Meals delivered to home-bound clients, nutrition education, etc.	\$20,000.00
State/General Revenue- Alzheimer's Disease Initiative (ADI)	Home-bound client and caregiver support services, respite, homemaking, etc.	\$46,024.00
State/General Revenue- Community Care for the Elderly (CCE)	Home-bound client support services, homemaking, personal care, companionship, etc.	\$123,700.00
State/General Revenue- Home Care for the Elderly (HCE)	Home-bound client and caregiver support services, monthly \$160 caregiver stipend, respite, homemaking, etc.	\$20,280.00
Total AANF Funding in 2020		\$369,660.55

14

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM SOLID WASTE RESERVES

**MEETING DATE REQUESTED:**

JULY 19, 2022

Statement of Issue:

SOLID WASTE COLLECTION DEPARTMENT IS NOT SUFFICIENTLY FUNDED TO PAY TIPPING FEES-CLASS 1 THROUGH THE END OF THE FISCAL YEAR. REQUEST APPROVAL OF BUDGET TRANSFER OF \$69,000 FROM SOLID WASTE RESERVES.

Recommended Action: APPROVE

Fiscal Impact: \$69,000

Budgeted Expense: NO

Submitted By: COUNTY ADMINISTRATOR LAWANDA PEMBEROTN , 850-838-3500 x 6

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TIPPING FEES WERE BUDGETED AT \$270,000 FOR THIS FISCAL YEAR. DUE TO THE INCREASED AMOUNT OF GARBAGE COLLECTED AFTER HOURS THE TIPPING FEE CHARGES HAVE INCREASED THROUGH THE FISCAL YEAR. STAFF RECOMMENDS A TRANSFER OF \$69,000 TO PAY THESE CHARGES UNTIL FISCAL YEAR END.

Options:

Attachments: EXPENDITURE REPORT FOR 0261 SOLID WASTE COLLECTION

SUNGARD PENTAMATION, INC.
 DATE: 07/13/2022
 TIME: 09:25:04

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTAIL

SELECTION CRITERIA: exp|edgr.key_orgn='0261'
 ACCOUNTING PERIOD: 10/22

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

FUND-111 SOLID WASTE FUND
 FUNCTION-530 PHYSICAL ENVIRONMENT
 ACTIVITY-534 GARBAGE/SOLID WASTE CTL.
 TOTL/DEPT-0261 SOLID WASTE COLLECTION

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
\$1200	REGULAR SALARIES & WAGES	491,741.00	.00	.00	340,655.73	151,085.27	69.28
\$1400	OVERTIME	15,300.00	.00	.00	14,293.44	1,006.56	93.42
\$2110	FICA/MEDICARE TAXES	38,377.00	.00	.00	26,307.73	12,069.27	68.55
\$2200	RETIREMENT CONTRIBUTIONS	50,204.00	.00	.00	34,061.47	16,142.53	67.85
\$2300	HEALTH INSURANCE	119,676.00	.00	.00	90,522.12	29,153.88	75.64
\$2320	LIFE INSURANCE	527.00	.00	.00	352.89	174.11	66.96
\$2400	WORKERS' COMPENSATION	18,829.00	.00	.00	14,090.16	4,738.84	74.83
\$3401	CONTRACTUAL SERVICES	24,500.00	7,250.00	7,250.00	12,794.00	4,456.00	81.81
\$4000	TRAVEL & PER DIEM	400.00	.00	.00	.00	400.00	.00
\$4100	COMMUNICATIONS	4,500.00	503.57	.00	3,957.83	542.17	87.95
\$4300	UTILITY SERVICES	9,612.00	122.65	.00	6,890.76	2,721.24	71.69
\$4402	RENT/LEASE-EQUIPMENT	500.00	.00	.00	.00	500.00	.00
\$4500	INSURANCE	18,777.00	.00	.00	18,777.00	.00	100.00
\$4610	R&M BUILDINGS & GROUNDS	2,500.00	167.50	.00	2,361.65	138.35	94.47
\$4620	R&M EQUIPMENT	12,752.00	565.16	250.00	11,820.74	681.26	94.66
\$4640	R&M AUTOMOBILE	49,678.00	699.54	5,970.08	41,315.75	2,392.17	95.18
\$4902	LEGAL ADVERTISING	200.00	.00	.00	.00	200.00	.00
\$4907	LICENSE/PERMIT/REGISTRAT	50.00	.00	.00	3.84	46.16	7.68
\$4910	DRUG TESTING	33.00	.00	.00	.00	33.00	.00
\$4960	TIPPING FEES-CLASS 1/GAR	270,000.00	.00	.00	226,974.88	43,025.12	84.06
\$4966	TIPPING FEES/TIRES	20,000.00	.00	.00	12,716.00	7,284.00	63.58
\$5101	OFFICE SUPPLIES	600.00	.00	19.92	533.38	46.70	92.22
\$5102	OFFC. EQUIP/FURN. <\$5,000	2,200.00	.00	1,896.74	179.00	124.26	94.35
\$5110	OFFICE COPIER EXPENSE	570.00	.00	.00	383.46	186.54	67.27
\$5201	GEN. OPERATING SUPPLIES	10,237.00	.00	1,031.84	8,761.66	443.50	95.67
\$5202	SAFETY PRODUCTS/SUPPLIES	2,092.00	.00	.00	1,958.73	133.27	93.63
\$5210	PETROLEUM PRODUCTS	91,205.00	765.38	.00	79,524.28	11,680.72	87.19
\$5220	TOOLS & IMPLEMENTS	600.00	.00	.00	494.00	106.00	82.33
\$5250	UNIFORMS	3,422.00	93.60	.00	3,071.86	350.14	89.77
\$6300	CAPITAL/INFRASTRUCTURE	79,000.00	.00	.00	.00	79,000.00	.00
\$6400	CAPITAL OUTLAY-EQUIPMENT	79,800.00	.00	.00	.00	79,800.00	.00
\$6410	LEASE PAYMENT-EQUIPMENT	31,454.00	.00	.00	31,453.62	.38	100.00
	TOTAL SOLID WASTE COLLECTION	1,449,336.00	10,167.40	16,418.58	984,255.98	448,661.44	69.04
	TOTAL SOLID WASTE FUND	1,449,336.00	10,167.40	16,418.58	984,255.98	448,661.44	69.04
	TOTAL REPORT	1,449,336.00	10,167.40	16,418.58	984,255.98	448,661.44	69.04

PAGE NUMBER: 48
AUDIT21

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to consider approval of agreement with District 2 Medical Examiner.



MEETING DATE REQUESTED: 7/19/2022

Statement of Issue: To provide for continuing Medical Examiner services upon retirement from David Stewart, M.D.

Recommended Action: Approve

Fiscal Impact: \$123,424 is budgeted in current Fiscal Year.

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In January 2022 Jack Campbell, State Attorney, notified the County of the upcoming retirement of David Stewart, M.D. and requested the appoint of an interested commissioner to be a member of the search committee for his replacement. Commissioner Pam Feagle was appointed to be a member of the search committee.

In June the County Administrator received correspondence from State Attorney Jack Campbell that provided an update to this effort and advised Taylor County that the committee had voted to temporarily retain the services of Jonathon Thogmartin, M.D. to temporarily assume the responsibilities of Dr. Stewart in the role of Chief Medical Examiner. In order to move forward with this temporary appointment all of the Counties within the District must contract individually with Dr. Thogmartin.

The fee schedule is comparable to the proposed fee schedule from Dr. Stewart and there should be no interruption of services.

Options: Approve

Attachments: Agreement
Fee Schedule
Letter from Conrad Bishop, Jr., County Attorney
Letter from Jack Campbell, State Attorney

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

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

July 6, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Taylor Agreement with Dist 2 Medical Examiner

Dear LaWanda:

Pursuant to your e-mail of July 5, 2022, with a Contract with the Medical Examiner, I have reviewed the Contract and it looks okay to me and I have no problem with you putting it on the 7/19/22 agenda for the Board to determine if they want to agree to the Contract.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

**AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER**

THIS AGREEMENT dated this _____ day of _____, 2022, by and between TAYLOR COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, Jon R Thogmartin, M.D., has been appointed substitute DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and TAYLOR County is located in or covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. **SERVICES TO BE PROVIDED**

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
 - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

**AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER**

- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).
- c. To authorize Contractor to charge a fee to cremation providers as included in the Master Fee Schedule.
- d. For decedents falling under Medical Examiner that remain unclaimed, to allow no unclaimed decedent to remain in the Leon County morgue for longer than 10 business days after the examination is completed.

2. TIME

The contract shall be for a period of one (1) year, commencing on _____, 2022, and shall continue until _____, 2023. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

**AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER**

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30th of each year for the subsequent contract term.

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

TAYLOR COUNTY agrees to indemnify and hold harmless the Contractor from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the TAYLOR COUNTY, its delegates, agents or employees, or due to any act or occurrence of omission or commission of TAYLOR COUNTY or, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior

AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, end effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title Vi of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Jon R. Thogmartin, M.D.
District Medical Examiner
10900 Ulmerton Rd
Largo, Florida 33778
Tel: (727) 582-6800
Fax: (77) 582-6844

AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

For _____ County:

TAYLOR County Clerk of Court

Attn:

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

**“CONTRACTOR”
DISTRICT MEDICAL EXAMINER**

WITNESS: _____ BY: _____
JON R. THOGMARTIN, M.D.

WITNESS: _____ DATE: _____

(CORPORATE SEAL)

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

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

ATTEST:

_____ COUNTY CLERK OF THE BOARD

By: _____
TAYLOR County, Florida

DATE: _____

DISTRICT 2 MEDICAL EXAMINER
MASTER FEE SCHEDULE 2022

Autopsy	
Autopsy fee	\$2295
*Use of Morgue Facilities	\$850
M.E. Cases (w/o autopsy)	
External Examination	\$871
Use of morgue facilities	\$850
Limited Investigation (Death Certificate only)	\$200
Limited Investigation (e.g. bone ID)	\$92
Cremation Authorizations	
Billed and collected by M.E.	\$47
Billed to county	\$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$35
X-Rays (per view)	\$55
Laboratory and outside services	At Cost

JACK CAMPBELL
STATE ATTORNEY



OFFICE OF
STATE ATTORNEY
SECOND JUDICIAL CIRCUIT OF FLORIDA

LEON COUNTY COURTHOUSE
301 S. MONROE STREET
TALLAHASSEE, FLORIDA 32399-2550
TELEPHONE: (850) 606-6000

June 3, 2022

Edward Dixon, County Administrator
Gadsden County
9- B East Jefferson St.
Quincy, Florida 32351

Lawanda Pemberton, County Administrator
Taylor County
201 E. Green St.
Perry, Florida 32347

David Edwards, County Administrator
Wakulla County
3093 Crawfordville Hwy.
Crawfordville, Florida 32327

Parrish Barwick, County Administrator
Jefferson County
1484 S. Jefferson St.
Monticello, Florida 32344

Anthony Adams, Chairman
Lafayette Board of County Commissioners
120 West Main Street
Mayo, Florida 32066

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

Randy Harris, County Administrator
Suwannee County
13150 80th Terr.
Live Oak, Florida 32060

Michael Moron, County Administrator
Franklin County
34 Forbes St., Ste. 1
Apalachicola, Florida 32320

Sherilyn Pickels, County Administrator
Madison County
P.O. Box 539
Madison, Florida 3234

Hannah Causseaux, Chairwoman
Liberty Board of County Commissioner
P.O. Box 399
Bristol, Florida 32321

Dear County Managers,

I am writing you in my role as the Chair of the Medical Examiner Selection Committee. As I communicated in January, our long time Medical Examiner Dr. David Stewart, has decided to retire. This has required us to begin a search for a new medical examiner. In furtherance of this, we have assembled a great team of representatives who are statutorily designated and represent the ten counties currently served by the District Two Medical Examiner's Office.


At our first meeting, we unanimously voted to temporarily retain the services of Dr. Jonathon Thogmartin to assist. Dr. Thogmartin was highly recommended and currently serves as the Medical Examiner for District Six in Pinellas County. Dr. Thogmartin is not a permanent replacement. Rather, he has offered to both temporarily take over the responsibilities of the office during our search process and to help us find a permanent replacement for Dr. Stewart.

We are in an unusual situation where we cover two different Judicial Circuits and serve Taylor, Suwannee and Lafayette Counties. These three counties would otherwise fall in District 3 but have traditionally chose to be served by District Two. Statutorily, State Attorney John Durrett and I are authorized to make a temporary appointments of the new Medical Examiner until the Governor makes a permanent appointment. However, we now need each county to contract with Dr. Thogmartin as they had previously with Dr. Stewart. Leon County has graciously taken the lead and already drafted a proposed contract to retain Dr. Thogmartin. My hope is this would be a good template for the other nine counties.

Enclosed, you will find a copy of the Leon County Proposed Contract, a 2022 Master Fee Schedule, and a previous contract with Suwannee County for comparison. You will also find a letter from Dr. Thogmartin. Please contact him directly to begin the process of transitioning. My hope is that we can have this done by August 1, 2022 so Dr. Stewart can retire this summer per his wishes and there will be no interruption of services. Dr. Thogmartin cannot be appointed until he is professionally retained.

Please contact me if you have any questions or concerns. I am pleased that this interim agreement will allow for a smooth transition and for us to make a diligent search for our new permanent District Two Medical Examiner.

Sincerely,



Jack Campbell

CC:

Dr. Stephen Nelson

Deputy County Manager, Alan Rosenzweig

Mr. Al Hall

Chief Lawrence Revell

Sheriff Wayne Padgett

Sheriff Walt McNeil

Chief Clinical Officer, Ryan Smith

Mr. Rocky Bevis

Honorable Cliff Wilson, Jr., 3rd Circuit Public Defender

County Commissioner, Pam Feagle

County Commissioner, Bert Boldt

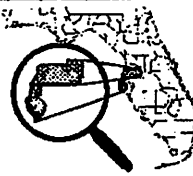
Dr. Jon Thogmartin

Dr. David Stewart

MEDICAL EXAMINER

District Six

Pasco & Pinellas Counties



10900 Ulmerton Road

Largo, FL 33778

727-582-6800

(Fax 727-582-6820)

www.co.pinellas.fl.us/forensics

Tuesday, May 31, 2022

Jack Campbell
State Attorney, 2nd Judicial Circuit
301 South Monroe Street, Suite #475
Tallahassee, Florida 32301

RE: District Two Medical Examiner Interim Appointment

Dear Mr. Campbell:

I would like to thank you and the District Two Medical Examiner Search Committee for allowing me to assist in the recruitment of a new District Two Medical Examiner. With the upcoming retirement of long-standing District Two Medical Examiner Dr. David Stewart, the difficult process of appointing a replacement District Medical Examiner would have occurred simultaneously with the transition of the District Two Medical Examiner Office to an independent agency. My interim appointment will allow a period for the transition to independent operation while also providing a period for recruitment of District Medical Examiner candidates. I expect the recruitment process to be completed in 6 months to 1 year. Perhaps August 1st would be an achievable start date; however, all District 2 counties would have to be on board for the office to function.

I have attached the latest draft of the Leon County M.E. agreement and the new fee schedule. I have also attached a copy of the 2017 agreement between Suwanee County and Dr. Stewart. The Suwanee County agreement has all the essential elements that could easily form the basis of agreements with the other counties.

If you or your county government contacts have any questions or concerns, please don't hesitate to contact me.

Sincerely,

Jon R. Thogmartin, M.D.
District Six Medical Examiner
Executive Director, Pinellas County Forensic Laboratory
7275826800jthogmar@co.pinellas.fl.us

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Medical Examiner District 2)

THIS AGREEMENT FOR MEDICAL EXAMINER SERVICES ("Agreement") is made as of the "Effective Date" (as defined in Section 1.2 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("Leon County") and **JON R. THOGMARTIN, M.D., P.A.**, a Florida profit corporation, and **MEDICAL EXAMINER DISTRICT 2**, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes (collectively, "ME District 2"). Leon County and ME District 2 may also be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Chapter 406, Florida Statutes (the "MEs Act"), in Part I, creates the Medical Examiner's Commission (the "MEs Commission") within the Department of Law Enforcement and provides for its membership, governance, and responsibilities including, but not limited to, (i) adopting rules to implement the provisions of the MEs Act, (ii) ensuring minimum and uniform standards of excellence, performance of duties, and maintenance of records, (iii) establishing medical examiner districts within the state, and (iv) submitting nominations to the Governor for appointments of a district medical examiner for each of the medical examiner districts; and

WHEREAS, pursuant to section 406.06(5), Florida Statutes, District Medical Examiners and Associate Medical Examiners are public officers for purposes of section 112.313, Florida Statutes and the standards of conduct proscribed thereunder; and

WHEREAS, among the rules adopted by the MEs Commission is Rule 11G-1.002, Florida Administrative Code, which provides that Medical Examiners are subject to the provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, and that Medical Examiners shall become familiar with the Code of Ethics and ensure that they are in compliance with the requirements stated therein; and

WHEREAS, the MEs Commission established Medical Examiner District 2 ("ME District 2") as an independent statutory entity to include Leon County within its boundaries along with the following counties: Franklin County, Gadsden County, Jefferson County, Liberty County, Taylor County, and Wakulla County (collectively, the "Other D2 Counties"); and

WHEREAS, in addition to providing medical examiner services to Leon County and the Other D2 Counties, ME District 2 may also provide such services to other Florida counties outside of District 2 contingent upon prior written approval of Leon County (any such counties and the Other D2 Counties are collectively referred to as the "Other District Counties"); and

WHEREAS, Leon County owns the medical examiner's facility located at 560 Leonard Gray Way, a site map of which is attached hereto as Exhibit "A" and is incorporated herein by this reference (the "Leon County ME Facility"), which houses the entire ME District 2 operation including, but not limited to, its administrative offices and autopsy space; and

WHEREAS, the MEs Act permits the District ME's facilities to be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, the MEs Act further provides that the District ME and Associate MEs are entitled to fees, salaries and expenses from the general funds or other funds under the control of the board of county commissioners ("BCC") within the respective districts; and

WHEREAS, Leon County and ME District 2 wish to enter this Agreement to establish the terms and conditions upon which ME District 2 will (i) provide medical examiner services to Leon County, (ii) be compensated for its services provided to Leon County; (iii) be housed for its District 2 business operation in the Leon County ME Facility, and (iv) remit facility use fees to Leon County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leon County and ME District 2 agree as follows:

Article 1.

Effective Date; Term; Definitions

1.1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated herein as if set forth in their entirety.

1.2. EFFECTIVE DATE. The effective date of this Agreement shall be the date Jon Thogmartin, M.D.'s appointment as Interim District Medical Examiner by the State Attorneys of the Second and Third Judicial Circuits becomes effective _____ (the "Effective Date").

1.3. TERM. The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated as provided herein, shall continue thereafter until its expiration on September 30, 2029 (the "Term").

1.4. CONTINUATION OF TERM. The initial Term of this Agreement may be continued at Leon County's option (hereinafter a "Continuation Period") for two (2) additional periods of five (5) years each (hereinafter identified individually as a "Continuation Period" and collectively as the "Continuation Periods"), subject to the following conditions:

1.4.1. The exercise of Leon County's options to continue shall be deemed to be automatic unless written notice of Leon County's intent to not continue is delivered to ME District 2 on or before June 1, 2029 with regard to the first Continuation Period, and, if applicable, June 1, 2034 with regard to the second Continuation Period.

1.5. DEFINITIONS. Capitalized terms used but not defined herein shall have the meanings in Rule 11G-1.001, Florida Administrative Code.

Article 2.

Scope of ME Services; Responsibilities of ME District 2

2.1. MEDICAL EXAMINER SERVICES. The medical examiner services to be provided to Leon County by ME District 2 shall include any and all statutory responsibilities and duties of the District ME and Associate MEs required to be provided to the public as set forth in the MEs Act for which ME District 2 is entitled to compensation with public funds, together with any other public services to be provided to Leon County as contained within this Agreement ("ME Services").

2.2. STANDARD OF CARE. In accordance with Rule 11G-2.006, Florida Administrative Code, the duties and standards of care of the District ME and Associate MEs in

providing the ME Services are to be consistent with those contained in the "Practice Guidelines for Florida Medical Examiners, sponsored by the Florida Association of Medical Examiners," revised July 28, 2010 and as may be further revised but subject to adoption by the MEs Commission as a rule pursuant to chapter 120, Florida Statutes. The Parties further acknowledge and agree that, with regard to any determination of the District ME's or Associate MEs' compliance with such duties and standards of care, Leon County shall defer to the MEs Commission to make such determination in accordance with the duties and responsibilities of the MEs Commission as set forth in the MEs Act.

2.3. SCOPE OF ME SERVICES. The ME Services shall include, but not be limited to, the following:

2.3.1. Medico-legal autopsies;

2.3.2. Medico-legal observations;

2.3.3. Medico-legal investigations;

2.3.4. Approval of all requests for cremations, burials at sea, and scientific donations

2.3.5. Examination of selected death scenes;

2.3.6. Expert witness testimony provided by the District ME and Associate MEs in their official capacities;

2.3.7. Selection of tissue recovery services and oversight of the use of the Tissue Recovery Room for such services in accordance with Section 4.2 below;

2.3.8. Providing education and instruction to law enforcement personnel, and emergency responders;

2.3.9. Consultation on reported and accepted Medical Examiner cases, as needed, 24 hours per day, seven days per week, including holidays;

2.3.10. Conducting meetings, as needed, for law enforcement personnel and prosecutors; and

2.3.11. Intake and storage of bodies delivered as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies," as that Policy may be amended from time to time.

2.3.12. ME District 2 shall conduct District Medical Examiner recruitment activities as part of this Agreement in liaison with the District 2 Search Committee\ created by the State Attorney for the 2nd Judicial Circuit. These activities include:

2.3.12.1. Coordinating with the State Attorney of the Second Judicial Circuit and the District 2 Medical Examiner Search Committee in regards to the timing of medical examiner recruitment activities.

2.3.12.2. Advertising for and recruitment of District 2 Medical Examiner candidates.

2.3.12.3. Payment of reasonable interview costs for up to 6 candidates including travel, lodging and per diem.

2.3.12.4. Payment of moving expenses (up to \$10,000) for the chosen candidate.

2.4. ME PERSONNEL AND OFFICE ADMINISTRATION. ME District 2 shall be responsible for coordinating the provision of any and all personnel and administrative services associated with its business operation. Such services may be provided by employees of ME District 2 or pursuant to an agreement with a third-party entity for such medical examiner services and may include, but not be limited to, the following:

2.4.1. Associate ME personnel;

2.4.2. Death investigation and autopsy personnel;

2.4.3. Office administrative and human resources personnel and services to include administering of employee salaries, benefits, and taxes, and of ME District 2 insurance requirements;

2.4.4. Billing, transcription, answering service, and postage equipment and servicing, and courier personnel and services;

2.4.5. Administering of professional licenses, memberships, dues, and continuing education;

2.4.6. Legal consultation and support, as needed;

2.4.7. Purchasing and receiving personnel and services; and

2.4.8. Selection and utilization of reference laboratories.

2.5. PRIVATE PRACTITIONER SERVICES. Leon County and ME District 2 acknowledge and agree that, pursuant to Section 406.06(4), Florida Statutes, the District ME and the Associate MEs may engage in the private practice of medicine or surgery ("Private Practitioner Services") insofar as such private practice does not interfere with their duties as prescribed in the MEs Act. With regard to the Private Practitioner Services, the Parties acknowledge and agree to the following:

2.5.1. Any Private Practitioner Services engaged in by the District ME and Associate MEs shall be deemed to be outside the scope, and not a part, of the ME Services as defined in this Article 2.

2.5.2. Unless otherwise agreed upon in writing by Leon County, the permitted uses of the Leon County ME Facility for Private Practitioner Services shall be limited to (i) the practice of conducting private autopsies, as authorized by the District ME or Associates MEs, at the request of families of the deceased or at the request of a hospital or a member of its medical staff, (ii) any expert witness testimony, consultation, or educational activities provided by the District ME and Associate MEs in their capacities as a private physician practitioner, and (iii) clerical and administrative activities associated with, or arising out of, the permitted Private Practitioner Services as set forth in this Section 2.5.2. Such use of the Leon County ME Facility shall be subject to the terms and conditions set forth in Article 4

below, and any private autopsy shall further require the payment to Leon County of a facility use fee as established in Section 3.1 below.

2.6 DISCLOSURE OF BUSINESS INTERESTS. In the event ME District 2 intends to obtain or utilize the equipment or services of a business or professional association in which the District ME or Associate MEs, or their spouses or children, have a business interest, ME District 2 shall first provide written notification of such intent to Leon County and request a determination by Leon County, pursuant to Rule 11G-1.002(4)(d)2, Florida Administrative Code, that any one of the exemptions cited in Section 112.313(12)(e), Florida Statutes, is applicable and, thereby, will permit ME District 2 to obtain or utilize such equipment or services pursuant to Rule 11G-1.002(4)(c).

Article 3.

Payment for ME Services; Annual Budget

3.1. PAYMENT PER FEE SCHEDULE. Leon County's payment to ME District 2 for the provision of ME Services shall be based solely on a schedule of fees for such services to be approved annually by resolution adopted by the Leon County BCC (the "Master Fee Schedule"). Such payments shall be in accordance with biweekly invoices to be delivered by ME District 2 which shall reflect the fees charged for the actual ME Services provided to Leon County for that respective two week period. ME District 2 may supply electronic invoices in lieu of paper-based invoices utilizing the mechanism developed by the County, which may include e-mail or other medium of delivery. The development of the Master Fee Schedule shall proceed as follows:

3.1.1. ME District 2 shall, no later than April 1st of each year, deliver to Leon County's designated office of budget management the proposed Master Fee Schedule reflecting its fees for the upcoming fiscal year to begin October 1st.

3.1.2. The proposed Master Fee Schedule shall include the fees to be charged to Leon County and the Other District Counties for any and all of the ME Services that may be provided in the upcoming fiscal year. The fees for any Private Practitioner Services shall not be included in the Master Fee Schedule.

3.1.3. Leon County authorizes ME District 2 to charge a fee to cremation providers as included in the Master Fee Schedule.

3.1.4. The fees to be charged to the Other District Counties for the use of the Leon County ME Facility for autopsies, external examinations, cremation approvals and for any other such examinations of deceased persons performed within the scope of the ME Services (the "ME Facility Use Fee") shall be developed by Leon County based on its past operating expenses actually incurred and any planned capital expenditures in future years. The development of the ME Facility Use Fee shall proceed as follows:

3.1.4.1. The total of operating expenses and planned capital expenditures shall be apportioned to the Other District Counties based on the total number of ME District 2 autopsies performed for the Other District Counties in the fiscal year just ended.

3.1.4.2. ME District 2 shall, no later than January 1st of each year, provide to Leon County the number of autopsies performed for each of the Other District Counties in the fiscal year just ended.

3.1.4.3. Leon County shall, no later than March 15th of each year, provide in writing to ME District 2 the ME Facility Use Fee applicable to the upcoming fiscal year to begin October 1st, which shall then be added to the proposed Master Fee Schedule.

3.1.5. The fees to be charged to families and hospitals for any authorized private autopsy use of the Leon County ME Facility (the "Private Facility Use Fee") and to the third-party tissue recovery services provider for use of the Tissue Recovery Room (the "Tissue Recovery Use Fee") shall be developed by Leon County based on a recapture of the construction costs for the Leon County ME Facility together with past operating expenses actually incurred and any planned capital expenditures in future years. The development of the Private Facility Use Fee and the Tissue Recovery Use Fee shall follow the same process as with the ME Facility Use Fee as set forth in Section 3.1.4 above.

3.1.6. Upon Leon County's review of the proposed Master Fee Schedule and the annual budget upon which it is based, the Parties shall negotiate, as needed, to finalize the recommended Master Fee Schedule, no later than May 1st, to be presented to the BCC for approval by resolution.

3.2. ANNUAL BUDGET. ME District 2 shall, in accordance with the MEs Act, submit its proposed annual budget to Leon County by delivery to Leon County's designated office of budget management no later than April 1st of each year. The proposed annual budget shall be sufficiently detailed to allow Leon County to ascertain the following information:

3.2.1. The total personnel and operating expenses for ME District 2 upon which each of the fees in the Master Fee Schedule is based;

3.2.2. The total of expenses paid to any business or professional association for personnel and administrative services provided to ME District 2;

3.2.3. The total fees received by ME District 2 for expert witness testimony in criminal and civil cases provided by the District ME and Associate MEs in their official capacities;

3.3. PROMPT PAYMENT OF ME SERVICES INVOICES. Leon County shall make payment for ME Services no later than forty-five (45) days after Leon County's receipt of the invoices for ME Services. The ME case number and the service provided (per the Master Fee Schedule) for each case shall be included on the invoice, and this information shall be considered by Leon County to be sufficient information for prompt payment of the invoice. Unless otherwise notified in writing by Leon County, biweekly invoices for ME Services shall be delivered to: Leon County Office of Human Services & Community Partnerships, Attention: Director, 615 Paul Russel Road, Tallahassee, FL 32301. The Director of the Office of Human Services & Community Partnerships may be contacted by telephone at (850) 606-1900. If ME District 2 fails to receive any such payments in a timely manner, it shall provide notice to Leon County of such delinquency. Failure of Leon County to make payment within ten (10) days of its receipt of a delinquency notice shall constitute cause for termination under Section 7.2.3 below regardless of the availability of funds as set forth in Section **Error! Reference source not found.**

3.4 JON R. THOGMARTIN, M.D., P.A. shall not be responsible for payment of invoices or fees remaining from examinations or cases accepted by any previous District 2 Medical Examiner or KWB

Pathology. If necessary, the ME District 2 shall complete the cause of death certification, autopsy reports, and other related paperwork required under the Medical Examiners Act and this Agreement for cases accepted prior to the Effective Date.

Article 4.

Use of Leon County ME Facility; Use Fee Remittance; Unclaimed Bodies; ME Equipment

4.1. **PERMITTED USE.** Except as otherwise provided herein, Leon County and ME District 2 acknowledge and agree that the use of the Leon County ME Facility shall be limited to the activities associated with, and necessitated by, the District ME's performance of the ME Services, as defined in Section 2.1 above, and any of the Private Practitioner Services permitted in accordance with Section 2.5 above (collectively, the "Permitted Use"). Upon written request of the District ME, Leon County may give written consent in advance of other permitted uses of the Leon County ME Facility, which consent may be reasonably withheld in Leon County's sole discretion.

4.2. **TISSUE RECOVERY ROOM.** As set forth in Section 2.3.7 above, the scope of the ME Services will include the selection by ME District 2 of a third-party provider for tissue recovery services in accordance with any and all applicable federal and state laws. Such services will be conducted in a room designated within the Leon County ME Facility. It shall be the responsibility of ME District 2 to coordinate the use of the Tissue Recovery Room and remit the collected fee for such use as established in Section 3.1 above.

4.3. **REMITTANCE OF FACILITY USE FEES.** ME District 2 shall be responsible for the collection and remittance of any and all ME Facility Use Fees, Private Facility Use Fees, and Tissue Recovery Use Fees, as those terms are defined in Section 3.1 above. Such facility use fees shall not be used to offset the fees charged to Leon County for ME Services and, instead, shall be separately remitted monthly by check payable to Leon County, Florida and delivered to Leon County together with the biweekly invoices for ME Services in accordance with Section 3.3 above.

4.4. **TRANSPORTATION RECEIPTS & BILLING.** Transportation receipts for the intake and storage of bodies delivered to the morgue as specified in Section 2.3.11, will be collected by the ME District 2 for verification that the delivery is legitimate. Upon verification that the delivery is legitimate, the receipt and the associated Medical Examiner case number will be forwarded to Leon County, Office of Community Services and Human partnership for payment. The transport receipt and verified Medical Examiner case number shall be sufficient for Leon County to make prompt payment to the transport provider.

4.5. **UNCLAIMED BODIES.** The ME Facility has limited body cooler space. Leon County stores unclaimed bodies (including cases that do and do not fall under Medical Examiner jurisdiction) as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies". Absent exigent circumstances, Leon County shall not store an unclaimed body longer than 10 business days at the ME Facility.

4.6. **ME EQUIPMENT.** It shall be the responsibility of Leon County, at Leon County's expense, to provide and maintain any and all furnishings, fixtures, and equipment ("FF&E") necessary for ME District 2 to adequately provide the ME Services as required under this Agreement (collectively, the "FF&E"). The parties acknowledge and agree that the use of the FF&E shall be subject to the following terms and conditions:

4.6.1. Any and all FF&E shall be stored and maintained at the Leon County ME Facility, unless agreed upon otherwise in writing by the Parties;

4.6.2. The ownership of the FF&E shall be vested in Leon County and, to the extent that the FF&E are titled, all titles shall be held in the name of Leon County;

4.6.3. Any FF&E deemed to be tangible personal property shall be held, inventoried, and disposed of in accordance with Leon County Policy 02-05, Tangible Personal Property and Procedures, as may be amended from time to time, which defines tangible personal property as that which (i) is not fixed in place and not an integral part of a structure or facility, (ii) is not an integral part or component of another piece of equipment, (iii) has an original acquisition cost of \$1,000 or more, (iv) is not consumed in use, and (v) has a useful life of one year or more after initial acquisition;

4.6.4. ME District 2 shall be responsible for the safekeeping and proper use of the FF&E entrusted to the care and use of ME District 2; and

4.6.5. Upon expiration or other termination of this Agreement, any and all FF&E shall be relinquished to Leon County.

4.7 SUPPLIES;: The ME District 2 will procure independently operating supplies for the facility including expendable autopsy supplies... Leon County will provide One Hundred Thirty Five Thousand Five Hundred Eighty Eight Dollars (\$135,588) annually in biweekly payments of Five Thousand Two Hundred Fifteen Dollars (\$5,215) by direct deposit or electronic funds transfer to ME District 2. Leon County will recapture the costs of other ME District 2 facility users through the annually established morgue use facility fee.

4.8 IMPROVEMENTS. ME District 2 shall be prohibited from making any improvements on or in the Leon County ME Facility without the consent and cooperation of Leon County. The payment of the costs for any such improvements shall be the responsibility of Leon County, which costs shall then be considered in the annual development of the Master Fee Schedule in accordance with Section 3.1 above.

4.9 SIGNS. ME District 2 shall not place any signs on the Leon County ME Facility except with the prior written consent of Leon County.

4.10 LEON COUNTY'S ACCESS. Leon County shall be entitled at all reasonable times and upon reasonable notice to enter the Leon County ME Facility to examine its condition and to make such repairs, alterations, or improvements thereto as Leon County is required by this Agreement to make or which Leon County considers necessary or desirable. ME District 2 shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Leon County shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with ME District 2's use and operation of the Leon County ME Facility. Leon County shall have the right at all times to enter the Leon County ME Facility without prior notice to ME District 2 in the event of an emergency affecting the Leon County ME Facility.

4.11 PARKING. Leon County shall be responsible for providing a sufficient number of parking spaces, to be located on or adjacent to the Leon County ME Facility, in order for ME District 2 to adequately provide the ME Services as required under this Agreement. All motor vehicles

(including all contents thereof) shall be parked in such spaces at the sole risk of ME District 2, its employees, agents, invitees and licensees, it being expressly agreed and understood that Leon County has no duty to insure any of said motor vehicles (including the contents thereof), and that Leon County is not responsible for the protection and security of such vehicles, or the contents thereof.

4.12 MAINTENANCE AND REPAIRS. Leon County shall be responsible, at its expense, to provide any and all maintenance and repairs of the Leon County ME Facility as needed in order for ME District 2 to adequately provide the ME Services as required under this Agreement, or to otherwise comply with any federal, state or local laws, ordinances, building codes, and rules and regulations in accordance with Section 4.15.6 below. Any requests by ME District 2 for such maintenance and repair may be made by email to Leon County's Office of Resource Stewardship at WorkOrder@LeonCountyFL.gov, or to such other email address as may be provided by Leon County.

4.13 TELECOMMUNICATIONS; WEBPAGE HOSTING; COMPUTER NETWORK; COMPUTERS & SOFTWARE. It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all "Telecommunications Services," "Telecommunication Equipment," "Webpage Hosting Services" "Computer Networking", and Computers and Software" reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. For purposes of this provision:

4.13.1 "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, and cable television service, and other similar services that may not exist as of the Effective Date of this Agreement but are created thereafter.

4.13.2 "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

4.13.3 "Webpage Hosting Services" shall refer to the provision of a webpage on Leon County's website that provides general and contact information about ME District 2, but with no advanced functionality required to be provided as part of such services.

4.13.4 "Computer Networking" shall refer to providing servers and appropriate network connections necessary to sustain adequate connection for the computer network required for the ME District 2 to conduct business.

4.13.5 "Computers and Software" shall refer to the actual personal computers, printers, scanners, or copiers required for ME District 2 personnel and the software required for the ME District 2 personnel to conduct business.

4.14 BIOHAZARD WASTE; LINEN SERVICE. Leon County shall be responsible for the payment of the costs incurred for any biohazard waste removal service and linen service as are reasonably necessary for ME District 2 to adequately provide the ME Services required under this Agreement. ME District 2 shall coordinate with Leon County for the provision of such services, and such services shall be conducted in accordance with any and all applicable federal and state laws.

4.15 UTILITIES; HOUSEKEEPING SECURITY. It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all service of utilities, and housekeeping, and security as reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. Such services shall include, but not be limited to:

4.15.1 Electricity, water, sewer, and natural gas;

4.15.2 Janitorial services on a daily basis, excluding weekends and holidays, in only the office area, and excluding those areas designated as the autopsy suite and accessory spaces;

4.15.3 Pest control and upkeep of landscaping and grounds;

4.15.4 L.E.D. light fixtures and replacements thereof;

4.15.5 Electronic security monitoring services and equipment including, but not limited to, monitoring of doors, gates, and other such building access points throughout the Leon County ME Facility, with video monitoring as agreed upon by the Parties.

4.15.6 AFTER HOUR ACCESS: The ME District 2 will provide on-call personnel for the afterhours intake of body deliveries and the admittance of tissue recovery personnel and coordinate with the appropriate agencies and entities.

4.16 COMPLIANCE WITH LAWS. ME District 2 shall comply with all federal, state or local laws, ordinances, building codes, and rules and regulations related to its provision of ME Services on or in the Leon County ME Facility, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of such applicable laws.

4.16.1 With regard to compliance with such laws involving building codes or other matters necessitating repairs or improvements on or in the Leon County ME Facility, ME District 2 shall provide prompt written notice to Leon County of the need for such compliance.

4.16.2 ME District 2 shall be responsible for procuring all permits and licenses required for the transaction of its business in the Leon County ME Facility.

4.17 LICENSE FOR USE OF FACILITY. With regard to ME District 2's Permitted Use, such use shall be deemed to be a license for the use of the Leon County ME Facility and shall not be deemed be a grant of any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Leon County ME Facility.

Article 5.
Insurance; Indemnification.

5.1 ME DISTRICT 2'S INSURANCE RESPONSIBILITIES. ME District 2 shall assure that, for the duration of this Agreement, insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts, and subject to the terms and conditions, as follows:

5.1.1 LIABILITY INSURANCE. ME District 2 shall assure that an insurance policy is in place to provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Such insurance policy shall include Leon County as an additional insured as provided hereinbelow.

5.1.2 PROFESSIONAL LIABILITY INSURANCE. ME District 2 shall assure that, in accordance with the MEs Act, the District ME and Associate MEs obtain insurance policies to provide professional liability insurance, including errors and omissions, for all ME Services provided by the District ME and Associate MEs, with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of ME Services provided under this Agreement.

5.1.3 WORKERS' COMPENSATION EMPLOYERS' LIABILITY INSURANCE. ME District 2 shall assure that, to the extent such coverage is required by law, an insurance policy is in place to provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and to provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Leon County as an additional insured, ME District 2 shall provide to Leon County a waiver of all rights of subrogation against Leon County with respect to losses payable under such workers' compensation policy(ies).

5.1.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of the insurance policies required under this Section 5.1 above shall be declared to and approved by Leon County.

5.1.5 LEON COUNTY AS ADDITIONAL INSURED. Leon County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all insurance policies required under this Section 5.1, other than workers' compensation policies.

5.1.6 ME DISTRICT 2'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 5.1 shall be primary insurance with respect to Leon County, its officers, officials, employees, and volunteers. As such, any

insurance or self-insurance maintained by Leon County, its officers, officials, employees, or volunteers shall be excess of such insurance coverages and shall not contribute with it. In such instances when such insurance coverages are primary, ME District 2 hereby waives all rights of subrogation against Leon County with respect to losses payable under such insurance coverages.

5.1.7 CERTIFICATES OF INSURANCE. ME District 2 shall furnish Leon County with certificates of insurance and with any original endorsements evidencing the coverages described herein for any insurance policies carried by ME District 2 and for those of any of its contractors and subcontractors, as applicable pursuant to Section 5.1.9 below. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County prior to the Possession Date, as defined in Section **Error! Reference source not found.** Leon County reserves the right to require complete, certified copies of all required insurance policies at any time. Each of the required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Leon County. All required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

5.1.8 OTHER ENDORSEMENTS REQUIREMENTS FOR INSURANCE POLICIES. Each of ME District 2's required insurance policies shall contain endorsements for, or otherwise provide, the following:

5.1.8.1 that, to the extent of insurer's limits of liability, ME District 2's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to ME District 2's insurance policies maintained pursuant to Section 5.1.2 above); and

5.1.8.2 that the companies issuing the insurance policy(ies) shall have no recourse against Leon County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of ME District 2.

5.1.9 CONTRACTORS OF ME DISTRICT 2. ME District 2 shall assure that any and all of its contractors and subcontractors doing business with ME District 2, including, but not limited to, any private pathology practice providing personnel and administrative services, satisfy one of the following conditions: (i) such contractors and subcontractors shall be included as insureds under any insurance policies carried by ME District 2, or (ii) separate certificates and endorsements shall be furnished for each such contractor and subcontractor in a form meeting the requirements set forth in Sections 5.1.7 and 5.1.8 above.

5.2 LEON COUNTY'S INSURANCE. Leon County shall carry and maintain a broad form commercial general liability insurance, written on an occurrence basis and including contractual liability coverage endorsement covering Leon County's indemnity obligations under this Agreement in limits it reasonably deems appropriate but in no event less than the limits required by ME District 2 pursuant to Section 5.1 above. In addition, Leon County shall carry and maintain property insurance, with replacement cost coverage, covering the Leon County ME Facility in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements.

5.2.1 Leon County's Insurance as Primary. With regard to claims for injuries to persons or damages to property which do not arise from, or are not in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement or claims resulting from the duties of the previous District 2 Medical Examiner or previous Associate Medical Examiners, the insurance coverages provided pursuant to this Section 5.2 shall be primary insurance with respect to ME District 2, its agents, representatives, employees, and/or subcontractors. Leon County hereby waives all rights of subrogation against ME District 2 with respect to losses payable under such insurance coverages.

5.3 **WAIVER OF SUBROGATION RIGHTS.** Anything in the Agreement to the contrary notwithstanding, Leon County and ME District 2 hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Leon County ME Facility, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Agreement, or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Agreement, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Agreement, regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

5.4 **ME DISTRICT 2'S INDEMNITY.** Without waiving any right to sovereign immunity, ME District 2 agrees to indemnify, defend and hold harmless Leon County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of ME District 2, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. Leon County may, at its sole option, defend itself or require ME District 2 to provide the defense. Notwithstanding the foregoing, ME District 2 shall not be required to indemnify Leon County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Leon County or any of the agents or employees of Leon County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Leon County, or that would have been covered had Leon County maintained the insurance policies Leon County is required to maintain pursuant to the terms of this Agreement. ME District 2 acknowledges that the consideration recited hereinabove contains sufficient consideration of ME District 2's indemnification of Leon County. In addition, and the Parties acknowledge and agree that ME District 2 shall not be liable for claims regarding storage or disposition of unclaimed bodies at the ME Facility as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies"

5.5 **LEON COUNTY'S INDEMNITY.** Without waiving its right to sovereign immunity, Leon County shall, to the extent allowed by law, indemnify, save harmless, and defend ME District 2 promptly and diligently at Leon County's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Leon County ME Facility caused by the negligent or wrongful act or omission of Leon County. Notwithstanding the foregoing, Leon County shall not be required to indemnify ME District 2 with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or

intentional misconduct of ME District 2 or any of the agents or employees of ME District 2 nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies required to be in place pursuant to Section 5.1 above, or would have been covered had such insurance policies been in place as required. In addition, the Parties acknowledge and agree that, pursuant to the MEs Act, Leon County shall not be liable for any acts of the District ME or Associate MEs not within the scope of their official duties.

5.6 REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the Parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the Parties hereto to elect among remedies.

5.7 SURVIVAL. The provisions of this Article 5 shall survive the expiration or earlier termination of this Agreement.

Article 6.

Records; Records Retention; Audits

6.1 ME RECORDS. For purposes of this Agreement, and to be consistent with the definition of public records contained in Section 119.011, Florida Statutes, the term "ME Records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by ME District 2. With regard to ME Records, the following terms and conditions shall apply:

6.1.1 The Parties acknowledge and agree that, with regard to the duties and responsibilities associated with the management of ME Records, ME District 2 shall conduct itself as an "agency" as that term is defined in Section 119.011, Florida Statutes.

6.1.2 ME District 2 shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records, Chapter 406, Florida Statutes, pertaining to maintenance of records and exemptions, and Rule 11G-2, Florida Administrative Code, regarding the management of records and exemptions.

6.1.3 Leon County maintains various public records for the District 2 Medical Examiner's Office including photographs, electronic documents, and emails) and shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records.

6.1.4 ME District 2, with regard to any contract for services entered into with an individual, partnership, corporation, or business entity, shall comply with the provisions of Section 119.0701, Florida Statutes, pertaining to such contractor's compliance with public records laws. For purposes of compliance with said statute, the Parties acknowledge and agree that ME District 2 shall conduct itself as a "public agency" as that term is defined therein.

6.2 RETENTION OF ME RECORDS. ME District 2, with regard to its ME Records, shall comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of ME Records which includes, but is not limited to,

compliance with the General Records Schedule GS2 for District Medical Examiners adopted by the Division of Library and Information Services of the Department of State pursuant to Section 119.021(2)(a), Florida Statutes.

6.3 AUDITS. ME District 2 shall establish and maintain its ME Records in accordance with generally accepted accounting procedures and practices to sufficiently and properly reflect all revenues and expenditures of funds provided by the Leon County under this Agreement. Furthermore, the Parties acknowledge and agree that any and all ME Records shall be subject at all reasonable times to audit by personnel duly authorized by Leon County and, to the extent necessary to assure the appropriate use of public funds, ME District 2 shall be subject to audit by such authorized personnel. For purposes of this Agreement, the term "audit" shall have the same meaning as defined in Section 11.45, Florida Statutes.

Article 7.

Miscellaneous Provisions.

7.1 FUNDING. The County shall pay the fees, salaries, and expenses of ME District 2 in accordance with the terms of this Agreement and the requirements of Sections 406.06 and 406.08, Florida Statutes.

7.2 TERMINATION. With regard to any termination of this Agreement, the Parties acknowledge and agree that (i) notwithstanding such termination, the MEs Act would require ME District 2 to continue providing ME Services and would require Leon County to continue paying compensation and fees for such services, (ii) ME District 2 would require continued uninterrupted use of a facility to provide its ME Services to Leon County and the Other District Counties, and (iii) that any failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care as prescribed by law would be a determination to be made by the MEs Commission rather than by Leon County. As such, any termination of this Agreement shall be subject to the following terms and conditions:

7.2.1 Either Party Termination Without Cause. Either Party may terminate this Agreement without cause by giving notice to the other Party no later than ninety (90) days before the effective date of such termination. ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding either Party's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.2 Leon County Termination For Cause. Leon County may terminate this Agreement for cause, subject to the following terms and conditions:

7.2.2.1 Any such termination resulting from the failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall, before becoming effective, require a determination by the MEs Commission that such a failure has occurred. Upon the Parties' receipt of notification that such determination has been made by the MEs Commission, Leon County may proceed with its termination to be effective thirty (30) days thereafter. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction

of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.2 Any termination for cause resulting from some act other than a failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall proceed by giving notice to ME District 2 no later than thirty (30) days before the effective date of such termination. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.3 If ME District 2 fails to reach a satisfactory cure, it shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding Leon County's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.3 ME District 2 Termination For Cause. Except as provided in Section 3.3 above or otherwise in this Agreement, ME District 2 may terminate this Agreement for cause by giving notice to Leon County no later than thirty (30) days before the effective date of such termination. However, if, prior to the effective date of termination, Leon County cures such failure to the satisfaction of ME District 2, the termination process shall cease and this Agreement shall continue in full force and effect. If Leon County fails to reach a satisfactory cure, ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding ME District 2's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.3 INDEPENDENT CONTRACTOR STATUS. Leon County and ME District 2 acknowledge and agree that ME District 2 shall provide the ME Services as required under this Agreement as an independent contractor and in no event shall ME District 2 nor any employees or sub-contractors under it be considered for any purpose employees, agents, or partners of Leon County, nor shall the relationship of the Parties be considered a joint venture.

7.4 INTERPRETATION. The captions of the Paragraphs of this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of ME District 2 the term "ME District 2" shall include ME District 2's agents, employees, contractors, subcontractors, invitees, successors or others using the Leon County ME Facility with ME District 2's expressed or implied permission. This Agreement shall not be construed more or less favorably with respect to either party as a consequence of the Agreement or various provisions hereof having been drafted by one of the Parties hereto.

7.5 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Agreement contains and embodies the entire agreement of the Parties hereto with respect to the

matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Leon County and ME District 2.

7.6 NOTICES. Any notice or document required or permitted to be delivered by the terms of this Agreement, other than routine notice of maintenance or repair needs, shall be delivered as follows:

7.6.1 Any of the following forms of delivery are acceptable:

7.6.1.1 by hand delivery;

7.6.1.2 by certified mail, return receipt requested; or

7.6.1.3 by guaranteed overnight delivery service.

7.6.2 Notices to ME District 2 shall be delivered to the address specified in the introductory paragraph of this Agreement, with a copy to the following:

JON R THOGMARITN, MD, PA
10900 ULMERTON RD
LARGO, FL 33778
Attn: Administrator

7.6.3 Notices to Leon County shall be delivered to:

Office of Human Services & Community Partnerships
Attention: Director
615 Paul Russel Road
Tallahassee, FL 32301

With copies delivered to:

Office of Financial Stewardship
Attention: Director
301 South Monroe Street, Suite 202
Tallahassee, FL 32301

Office of Resource Stewardship
Attention: Director
1907 South Monroe Street
Tallahassee, FL 32301

Leon County Attorney's Office
Attn: County Attorney
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

7.6.4 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

7.7 WAIVERS. All waivers must be in writing and signed by the waiving Party. Leon County's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent Leon County from enforcing that provision or any other provision of this Agreement in the future. No statement on a payment check from ME District 2 or in a letter accompanying a payment check shall be binding on Leon County. Leon County may, with or without notice to ME District 2, negotiate such check without being bound to the conditions of such statement.

7.8 FORCE MAJEURE. The performance by either Party to this Agreement of its obligations shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the force majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

7.9 FLORIDA LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.10 COUNTERPART. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

7.11 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and all provisions contained herein.

7.12 WAIVER OF TRIAL BY JURY. Leon County and ME District 2 each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

7.13 RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Leon County and ME District 2 shall be deemed to be a part of this Agreement and are hereby incorporated.

7.14 ME DISTRICT 2 ASSIGNMENT. ME District 2 shall not assign this Agreement, in whole or in part without the prior written consent of Leon County, which consent shall not be

unreasonably withheld, conditioned or delayed. In no event shall ME District 2 be released from any obligation or liability under this Agreement following any such assignment or sublease.

7.15 LEON COUNTY ASSIGNMENT. Leon County shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Agreement. Any such sale, transfer or assignment shall operate to release Leon County from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

7.16 BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Agreement).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, ME District 2 and Leon County have caused this Agreement to be duly executed as of the date first above written.

LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

MEDICAL EXAMINER DISTRICT 2, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes

By: _____
Vincent S. Long
Its County Administrator

By: _____
Jon Thogmartin, M.D., in his official capacity as Interim District Medical Examiner

Date: _____

Date: _____

Approved as to Legal Sufficiency:
Chasity H. O'Steen County Attorney
Leon County Attorney's Office

JON R. THOGMARTIN, M.D., P.A., a Florida profit corporation

By: _____
Kyle L. Kemper, Esq.
Assistant County Attorney

By: _____
Jon Thogmartin, M.D., Director

ATTEST:
Gwendolyn Marshall Knight, Clerk of Court
& Comptroller, Leon County, Florida


Date: _____

By: _____

(print name)

Exhibit "A"

Leon County ME Facility Site Map

 Leon County ME Facility

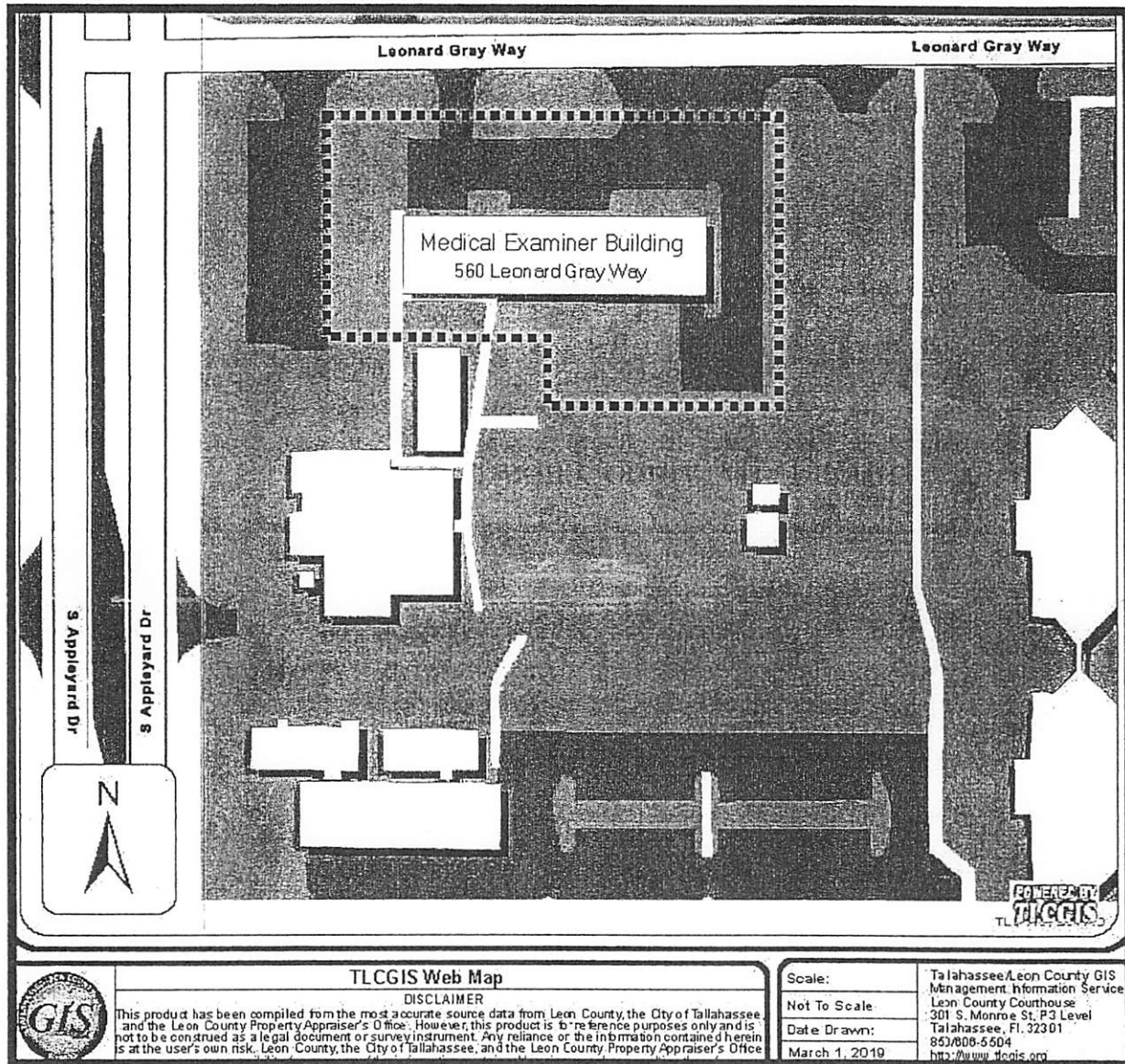
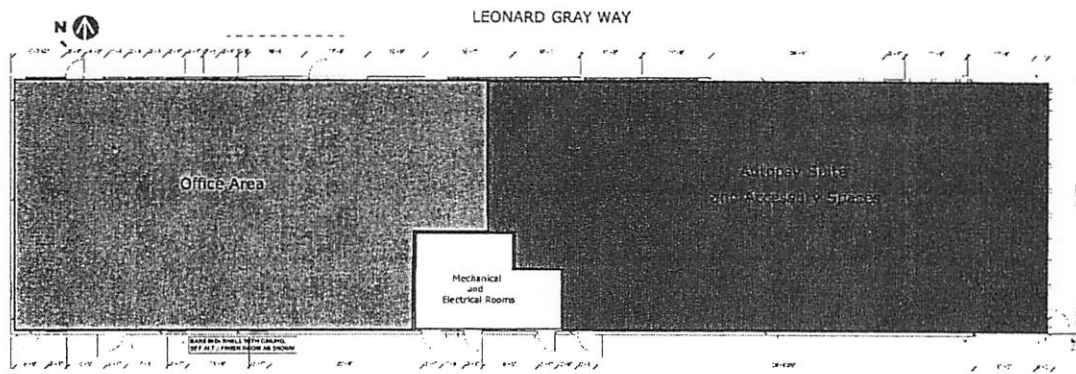
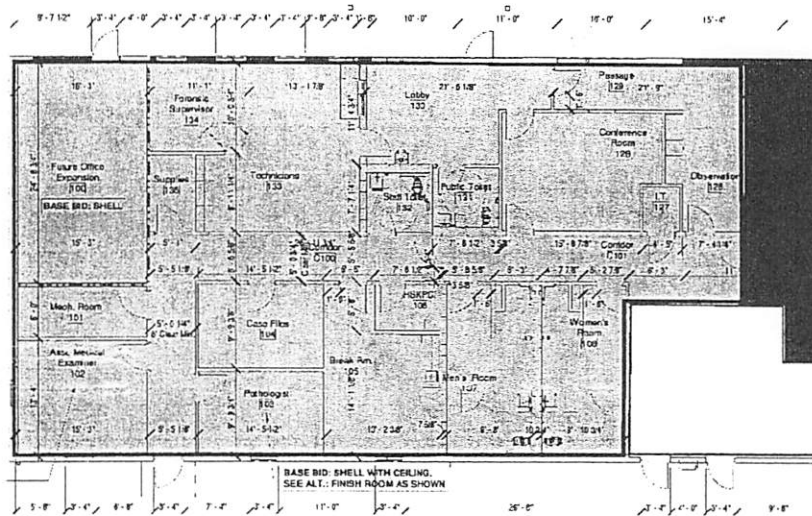


Exhibit "A"

Page 1 of Error! Bookmark not defined.



Office Area



Autopsy Suite and Accessory Spaces

DISTRICT 2 MEDICAL EXAMINER
MASTER FEE SCHEDULE 2022

Autopsy	
Autopsy fee	\$2295
*Use of Morgue Facilities	\$850
M.E. Cases (w/o autopsy)	
External Examination	\$871
Use of morgue facilities	\$850
Limited Investigation (Death Certificate only)	\$200
Limited Investigation (e.g. bone ID)	\$92
Cremation Authorizations	
Billed and collected by M.E.	\$47
Billed to county	\$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$35
X-Rays (per view)	\$55
Laboratory and outside services	At Cost
Tissue Recovery Fees	
Use of Morgue Facilities-Cornea	\$100
Use of Morgue Facilities-Tissue	\$500
Afterhours access Tissue/Cornea (to M.E.)	\$100
Testimony/Expert Witness Fees	
Criminal Per Hour (minimum one hour)	\$241
Civil Cases Per Hour (min one hour)	\$500
Private autopsy	
Autopsy fee	\$2295
Use of morgue facilities	\$850
Record review fee	\$500

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY OFFICES
13150 80th Terrace
Live Oak, Florida 32060

(386) 364-3450
FAX (386) 362-1032



In the Heart of the Suwannee River Valley

June 8, 2017

David T. Stewart, M.D.
District Two Medical Examiner
P.O. Box 14389
Tallahassee, Florida 32317

RE: Agreement between Suwannee County and District Two Medical Examiner

Dear Mr. Stewart:

The Suwannee County Board of County Commissioners during a regular meeting held on June 6, 2017 unanimously approved the above referenced agreement. Enclosed is one (1) executed copy for your records.

Should you have any questions, or need additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "M McDonald", is written over a horizontal line.

Mandy McDonald
Administrative Associate
Suwannee County Board of
County Commissioners

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

THIS AGREEMENT dated this 6th day of June, 2017, by and between SUWANNEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, David T. Stewart, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Suwannee County is located in or covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
 - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

2. TIME

The contract shall be for a period of one (1) year, commencing on October 1, 2017, and shall continue until September 30, 2018. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30th of each year for the subsequent contract term.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Angela Fuqua, Administrator
KWB Pathology Associates
1899 Eider Court
Tallahassee, FL 32308
Tel: (850) 878-5143
Fax: (850) 942-6622

For _____ County:

Suwannee County Clerk of Court
200 South Ohio Avenue
Live Oak, Florida 32064
Attn: Paula Penington, Deputy Clerk

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

"CONTRACTOR"
DISTRICT MEDICAL EXAMINER

WITNESS: Alto Fuga BY: David Stewart
DAVID STEWART, M.D.

WITNESS: Blammy M DATE: 5/20/17
(CORPORATE SEAL)

"COUNTY"
BOARD OF COUNTY
COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

BY: R. L. G.

PRINT: Richard G.

TITLE: Chairman

DATE: 6/6/17

ATTEST:

Suwannee COUNTY CLERK OF THE BOARD

By: [Signature]
Suwannee County, Florida

DATE: 6/6/17

Suwannee County Agreement No. 2017-59

**Office of the Medical Examiner, District II
Fee Schedule
2017 - 2018**

EXHIBIT A

	Current	Effective 10/1/2017	Tentative Effective 6/1/2018*
Autopsy			
Pathologist Fee	\$1,215.80	\$1,240.00	\$1,400.00
Morgue Assistant	\$193.80	\$198.00	\$223.00
Use of Morgue Facilities	\$335.00	\$335.00	\$550.00
Processing Fee & Storage, Photo	<u>\$124.40</u>	<u>\$127.00</u>	<u>\$143.00</u>
Total=	\$1,869.00	\$1,900.00	\$2,316.00
External Examination (No Autopsy)			
Pathologist Fee	\$385.60	\$393.00	\$443.00
Morgue Assistant	<u>\$193.80</u>	<u>\$198.00</u>	<u>\$223.00</u>
Total=	\$579.40	\$591.00	\$666.00
Potential Additional Charges:			
Toxicology Services	At Cost	At Cost	At Cost
Toxicology Handling Fee - Per Case	\$22.40	\$23.00	\$26.00
Radiology Services (per view)	At Cost	At Cost	\$25
Laboratory Services	At Cost	At Cost	At Cost
Professional (Photo Duplication, Etc.)	At Cost	At Cost	At Cost
Body Transport Services	At Cost	At Cost	At Cost
Miscellaneous Charges			
Cremation Approval (Billed to County)	\$34.70	\$35.00	\$40.00
Limited Investigation for Death Certificate	\$64.30	\$66.00	\$74.00
Limited Investigation (i.e., bone identification)	\$68.30	\$70.00	\$79.00
Testimony/Expert Witness Fee			
Per Hour (Minimum One Hour)	\$193.80	\$198.00	\$198.00
Civil Cases Per Hour (Min One Hour)	\$500.80	\$511.00	\$511.00
Conference with Attorneys, Travel, Etc.			
Per Hour (Minimum One Hour)	\$193.80	\$198.00	\$198.00
Civil Cases Per Hour (Min One Hour)	\$500.80	\$511.00	\$511.00
Copies of Records- Per One-Sided Page			
Per Florida Statute 119.07, an additional charge may be added for extensive labor or technology required to copy a specific record.	\$0.15	\$0.15	\$0.15

*Secondary fee increase effective 6/1/18 or upon occupation of new morgue facility, whichever is later.

JACK CAMPBELL
STATE ATTORNEY



OFFICE OF
STATE ATTORNEY
SECOND JUDICIAL CIRCUIT OF FLORIDA

LEON COUNTY COURTHOUSE
301 S. MONROE STREET
TALLAHASSEE, FLORIDA 32399-2550

TELEPHONE: (850) 606-6000

January 11, 2022

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, Florida 32347

Dear Community Partner,

I write to you concerning the need to assemble a search committee to fill the Office of Medical Examiner for the Second District of Florida. The current District Medical Examiner, Dr. David Stewart, has advised that he plans retire from this post. Dr. Stewart has long served as our District Medical Examiner and has done a great job. We are very lucky that Dr. Stewart has committed to remain in his current post until we have a viable replacement for him. I hope to hire a new District Medical Examiner by this coming summer. Much of the daily work of Dr. Stewart's office has been conducted by Dr. Lisa Flannagan and Dr. Anthony Clark. Unfortunately, neither of these excellent candidates are interested in taking over as District Medical Examiner, although both may be interested in continuing to work under the next District Medical Examiner.

Dr. Stephen Nelson of Polk County is the current statewide Chairman of the Medical Examiners Commission. Dr. Nelson has served as an advisor to many search committees like this one, and he will serve as an advisor to this Search Committee as well. Dr. Nelson has named me the chair of this committee. The process of selecting a new Medical Examiner is dictated by Florida Statutes § 406 and Chapter 11G. I have attached a brochure that outlines the process. Florida Statutes allow representation on this committee from the following offices: State Attorney, Public Defender, Sheriffs, Police Chiefs, Medical School, County Commissions, Organ Procurement, and Funeral Directors and Mortuary Services. Ultimately, the search committee's selection must be approved by the Medical Examiners Commission. The appointment is made by the Governor.

Our District is unusually large in that it is comprised of two judicial circuits and eight counties (Leon, Gadsden, Jefferson, Liberty, Franklin, Wakulla, Taylor, Lafayette, Suwannee and Madison). Hence, representation from every eligible agency would make a very large committee that would be difficult to coordinate. While each of you is invited to participate in the search committee, I hope you will work together to designate a few folks so we can have a search committee with adequate representation, but which is small enough to facilitate scheduling interviews of potential candidates. My suggestion is that we have one State Attorney (me), one Public Defender, two Sheriffs, two Police Chiefs, one representative from FSU Medical School, two County Commissioners, an organ procurement representative, and two funeral directors.

Please collaborate to designate these representatives from your profession and submit the names for this committee to me by the end of January. Feel free to contact me if you have any questions or concerns, and I look forward to working on this important project with some of you.

Sincerely,



Jack Campbell

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider amendment of Taylor County Code 74-4 Golf Carts on Certain Roads.



MEETING DATE REQUESTED:

7/19/2022

Statement of Issue: To allow golf carts on certain roads in Steinhatchee

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: County Staff discussed with the Board of County Commissioners during the May 2022 workshop that golf carts be allowed on 1st Avenue in Steinhatchee. Upon further review of the County Code 74-4 it was discovered that 1st Avenue was included within list of roads, however; there were additional roads that should be removed from the list, such as private road.

Staff recommends that the Board consider amending the codified ordinance to allow golf carts on all County maintained roads with a posted speed limit of 25 miles per hour or less in Steinhatchee.

Options: Approve

Attachments: Codified Ordinance
Map
Correspondence from Kenneth Dudley, County Engineer

Marsha Durden

From: LaWanda Pemberton
Sent: Thursday, June 23, 2022 3:59 PM
To: Marsha Durden; Agenda
Subject: FW: Steinhatchee Golf Cart Ordinance

Placeholder

From: LaWanda Pemberton
Sent: Wednesday, June 15, 2022 7:32 PM
To: Bishop Firm <lawbishop@fairpoint.net>
Subject: Fwd: Steinhatchee Golf Cart Ordinance

FYI... I believe we should take this proposal back to the Board if you in agreement.

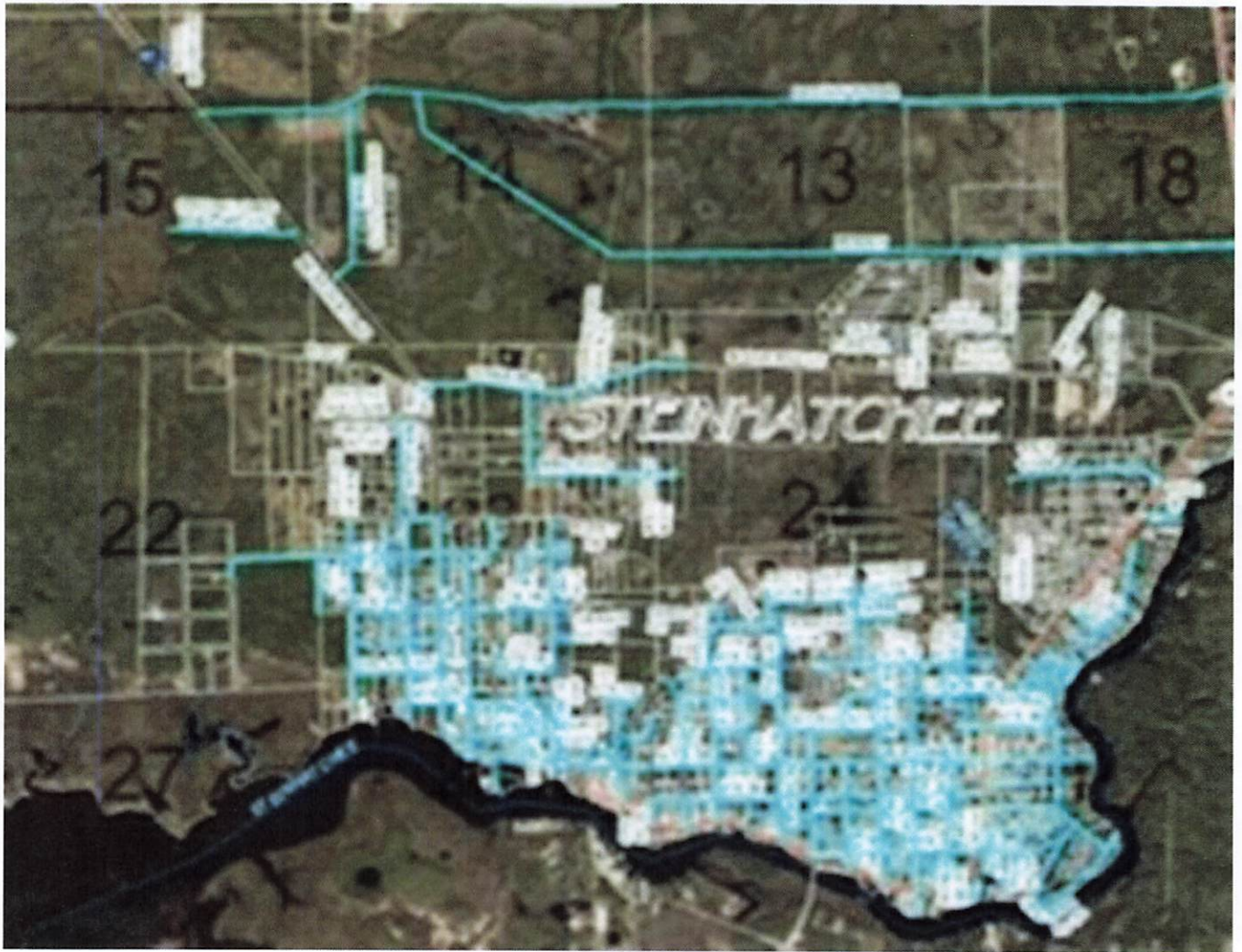
Thank you,
LaWanda

Sent from my iPhone

Begin forwarded message:

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Date: June 15, 2022 at 5:12:44 PM EDT
To: LaWanda Pemberton <lpemberton@taylorcountygov.com>
Cc: Danny Griner <building.director@taylorcountygov.com>, Hank Evans <publicworks.director@taylorcountygov.com>
Subject: Steinhatchee Golf Cart Ordinance

After mapping the roads listed in the ordinance 74-4 (Steinhatchee) I found several discrepancies as well as some that possibly should be eliminated including roads not in Steinhatchee and others that are in private ownership. As we discussed, it may be easier to just delineate approved roads as those that are County Owned and have a posted speed limit of 25 mph or less. Again, not real sure where the 25 mph came into play but it seems to be a reasonable speed without added safety concern from larger vehicles travelling at much greater speeds than the Golf Cart.



Kenneth Dudley, P.E.

County Engineer

Taylor County Board of County Commissioners

201 East Green St.

Perry, FL 32347

Phone: 850.838.3500 x4

Fax: 850.838.3501

county.engineer@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.

Sec. 74-4. - Golf carts on certain roads.

(a) *Beaches area.*

- (1) It is in the interest of the citizens of the beaches area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. § 316.212.
- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the beaches area of Taylor County, Florida.
- (3) A golf cart may be operated on the following streets and or roads located in the beaches area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:
 - a. Dekle: From Dekle Beach entrance and through the Dekle Beach area.
 - b. Ezell: From the corner store throughout the Ezell Beach area.
 - c. Keaton: From Saw Grass Estates to 700 feet north of the Corner Store.
 - d. Cedar: From the entrance to Cedar Island and throughout the Cedar Island area.
 - e. Dark Island: From the entrance to Dark Island and throughout the Dark Island area.
- (4) Golf carts may be operated between the hours before sunrise and after sunset if equipped with, at a minimum, headlights, brake lights, turn signals, a windshield, and red reflective devices on the front and rear of the golf cart. Golf carts that do not meet the above standards shall only be permitted to operate between sunrise and sunset, and those golf carts must be equipped pursuant to subsection (5) below.
- (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
- (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
- (7) No golf cart shall be operated by anyone without a valid driver's license.
- (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above-described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.
- (9) Golf cart use is intended for residents and visitors to the beaches area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.
- (10) A violation of this subsection (a) is a non-criminal traffic infraction, punishable pursuant to

F.S. ch. 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

(b) *Spring Warrior area.*

- (1) It is in the interest of the citizens of the Spring Warrior area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. § 316.212.
- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Spring Warrior area of Taylor County, Florida.
- (3) A golf cart may be operated on the following streets and or roads located in the Spring Warrior area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:
 - a. Last half mile of Spring Warrior Road.
- (4) Golf carts may only be operated during the hours between sunrise and sunset.
- (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
- (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
- (7) No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.
- (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above-described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.
- (9) Golf cart use is intended for residents and visitors to the Spring Warrior area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.
- (10) A violation of this subsection (b) is a non-criminal traffic infraction, punishable pursuant to F.S. ch. 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

(c) *Steinhatchee area.*

- (1) It is in the interest of the citizens of the Steinhatchee area of Taylor County, Florida to allow

golf carts on certain streets and roads pursuant to F.S. 316.212.

- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Steinhatchee area of Taylor County, Florida.
- (3) A golf cart may be operated on the following streets and or roads located in the Steinhatchee area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:

a. The description of the area is as follows:

Commence at the intersection of the North boundary line of Section 17, Township 9 South, Range 10 East and the Steinhatchee River for a Point of Beginning: thence run West along the North boundary line of Sections 17 and 18, T9S, R10E to the point of intersection with State Road 51, thence run Southerly along the West boundary line of State Road 51 to a Point of Intersection with the North Boundary line of McCain Tower Road, continue West along said North boundary line of McCain Tower Road through Section 18, T9S, R10E and Sections 13,14, and 15, T9S, R9E to the intersection with County Road 361 (Beach Road), continue West across County Road 361 through Sections 15 and 16, T9S, R9E to the half section line of Section 16, T9S, R10E, thence run South through Sections 16 and 21, T9S, R9E to the Gulf of Mexico, thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the point of beginning.

b. The roads are as follows:

1. McCain Tower Road from Beach Road West to the river east.
2. Hidden Road from McCain Tower Road West to the river east.
3. Sugar Hill road from the Beach road to the river east.
4. Roy's road from Gulf of Mexico to Beach Road.
5. Bird Pond road for its entirety.
6. Wild wood for its entirety.
7. Pine Hill Drive for its entirety.
8. Cedar Street for its entirety.
9. King Street for its entirety.
10. 6th Avenue North for its entirety.
11. 5th Avenue North for its entirety.
12. 4th Avenue North for its entirety.
13. 3rd Avenue North for its entirety.

14. 2nd Avenue North for its entirety.
15. 1st Avenue North for its entirety.
16. 1st Avenue South from Beach Road to the river of the east.
17. 2nd Avenue South from SR 51 to the river on the east.
18. 6th Street West for its entirety.
19. 5th Street West for its entirety.
20. Stephens Street for its entirety.
21. 3rd Street West for its entirety.
22. 1st Street West for its entirety.
23. 1st> Street East for its entirety.
24. Park Avenue.
25. 5th Street East for its entirety.
26. 6th Street East for its entirety.
27. 7th Street East for its entirety.
28. 8th Street East for its entirety.
29. 9th Street East for its entirety.
30. 10th Street East from river for its entirety.
31. 11th Street East for its entirety.
32. 12th Street East for its entirety.
33. 13th Street East for its entirety.
34. 14th Street East for its entirety.
35. 15th Street East for its entirety.
36. Granger Drive for its entirety.
37. Robin Lane for its entirety.
38. Duncan Lane for its entirety.
39. White Lane for its entirety.
40. 2nd Avenue South for its entirety.
41. 2nd Street East for its entirety.
42. 2nd Street West for its entirety.
43. 3rd Avenue South for its entirety.
44. 3rd Street East for its entirety.
45. 4th Street East for its entirety.

46. 4th Street West for its entirety.
47. 7th Street West for its entirety.
48. 16th Street East for its entirety.
49. 17th Street East for its entirety.
50. Allen Lane for its entirety.
51. Bird Pond Road for its entirety.
52. Carmichael Lane for its entirety.
53. Central Avenue for its entirety.
54. Church Street for its entirety.
55. Clara Lane for its entirety.
56. Dove Lane for its entirety.
57. Dundee Street for its entirety.
58. Dunwood Street for its entirety.
59. DuPont Street for its entirety.
60. E R Cannon Road.
61. Fenway Avenue for its entirety.
62. Folsom Street for its entirety.
63. Front Street for its entirety.
64. Gary Lane for its entirety.
65. Gordon Drive for its entirety.
66. Howard Street for its entirety.
67. Jenkins Road for its entirety.
68. Lance Drive for its entirety.
69. Lundy Lane for its entirety.
70. Mack Cruce Road for its entirety.
71. Magnolia Drive for its entirety.
72. Main Street for its entirety.
73. Malloy Street for its entirety.
74. Monroe Street for its entirety.
75. Myrtle Street for its entirety.
76. Nancy Lane for its entirety.
77. Palm Street for its entirety.

78. Park Street for its entirety.
79. Pruitt Drive for its entirety.
80. Rives Avenue for its entirety.
81. Ryland Circle for its entirety.
82. Spring Place for its entirety.
83. Springhill Road for its entirety.
84. Starke Lane for its entirety.
85. Steinhatchee Roll Off Road.
86. Stephenville Road for its entirety.
87. Vaughn Lane for its entirety.
88. Virginia Avenue for its entirety.
89. Walnut Street for its entirety.
90. Warner Street for its entirety.
91. Webb Lane for its entirety.
92. Winslow Street for its entirety.

All crossings at existing intersections.

The following crossing will be at State Highway 51:

1. 1st Avenue S.E.
- (4) Golf carts may be operated between the hours before sunrise and after sunset if equipped with, at a minimum, headlights, brake lights, turn signals, a windshield, and red reflective devices on the front and rear of the golf cart. Golf carts that do not meet the above standards shall only be permitted to operate between sunrise and sunset, and those golf carts must be equipped pursuant to subsection (c)(5) below.
 - (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
 - (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
 - (7) No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.
 - (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all

times during which the covered golf cart is operated on the above described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.

- (9) A violation of this subsection is a non-criminal traffic infraction, punishable pursuant to F.S. Chapter 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a nonmoving violation for infractions of subsection (5) and (6).

(d) *Econfina River area.*

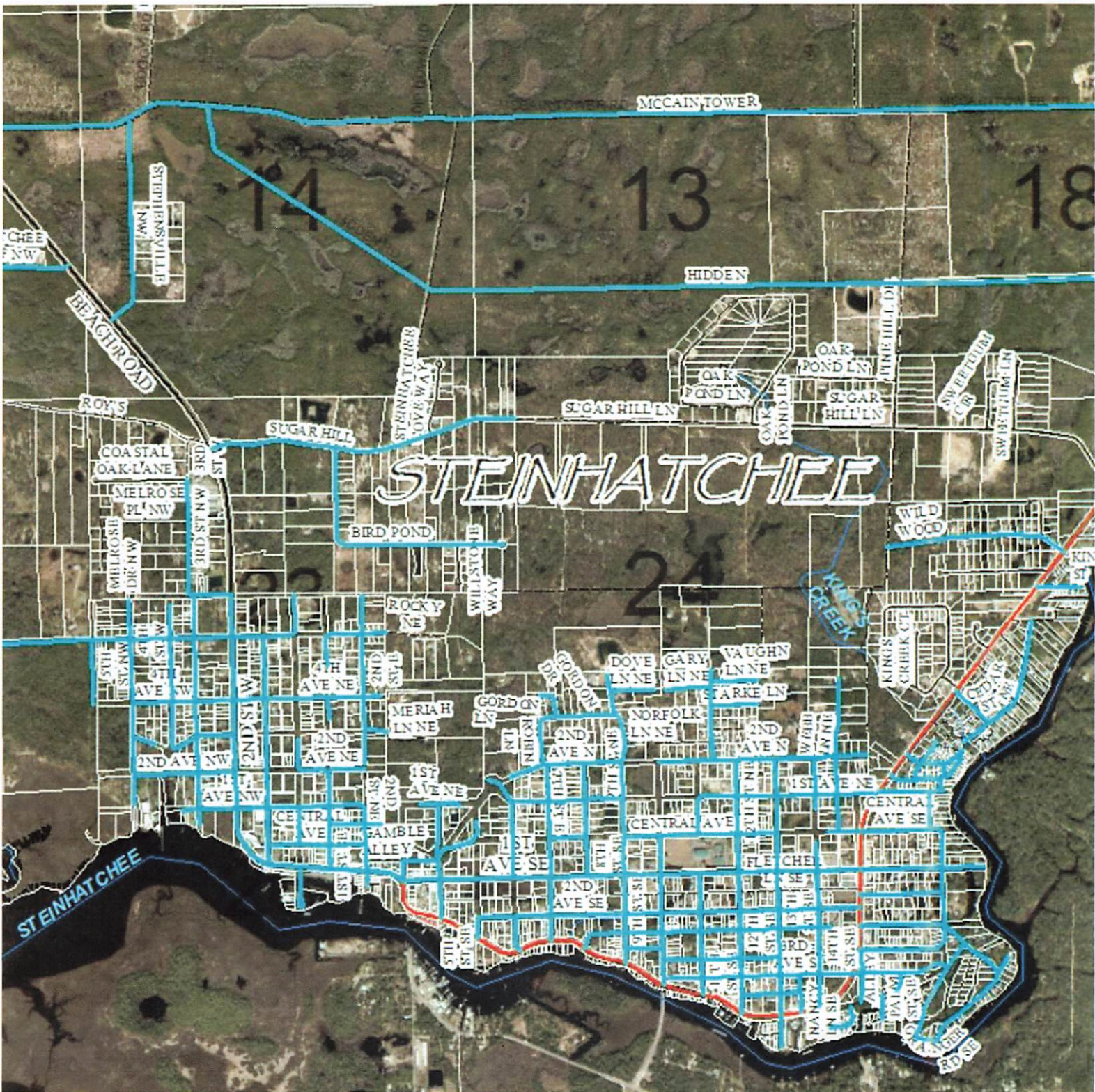
- (1) It is in the interest of the citizens of the Econfina River area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. Section 316.212.
- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Econfina River area of Taylor County, Florida.
- (3) A golf cart may be operated on the following streets and or roads located in the Econfina River area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:
 - a. Econfina River Road—From a point two and two-tenths miles from the entrance to Econfina State Park to the entrance of the Econfina State Park.
- (4) Golf carts may only be operated during the hours between sunrise and sunset.
- (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
- (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
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- (9) Golf cart use is intended for residents and visitors to the Econfina River area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.
- (10) A violation of this subsection is a non-criminal traffic infraction, punishable pursuant to F.S.

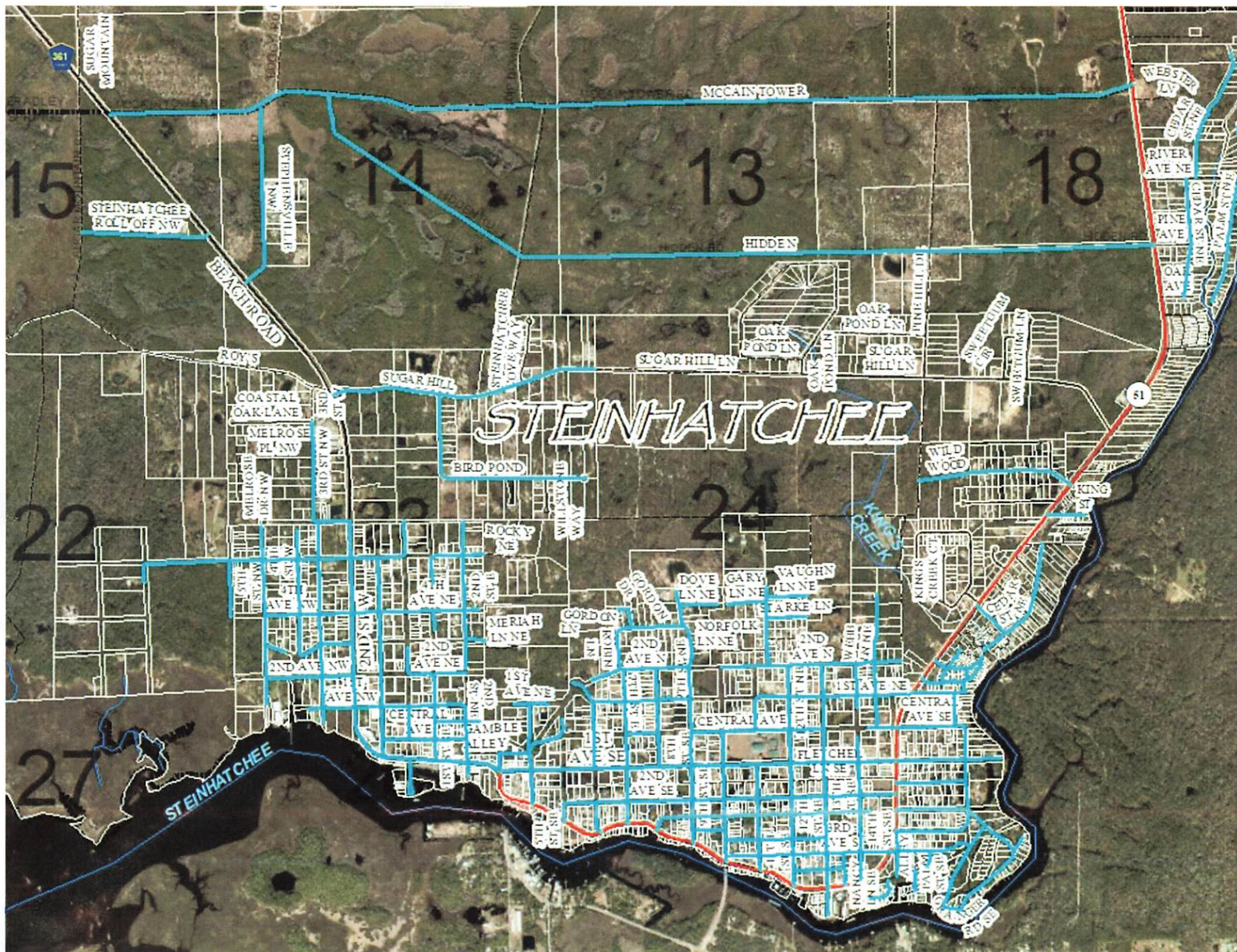
Chapter 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsections (5) and (6).

(e) *Other areas.*

- (1) It is in the interest of the citizens of Taylor County, Florida to allow golf carts at the crossing 375 feet south of the intersection of County Road 30 and County Road 356. The crossing is placed at the second access to the drive to the building located at 3201 Foley Road directly across from the entrance to the Buckeye Park.
- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the road and intersection mentioned in (1) of this subsection (d).
- (3) Golf carts may be operated between the hours before sunrise and after sunset if equipped with, at a minimum, headlights, brake lights, turn signals, a windshield, and red reflective devices on the front and rear of the golf cart. Golf carts that do not meet the above standards shall only be permitted to operate between sunrise and sunset, and those golf carts must be equipped pursuant to subsection (4) below.
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- (8) A violation of this subsection (d) is a non-criminal traffic infraction, punishable pursuant to Chapter 318 Florida Statutes as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

(Ord. No. 2003-6, §§ 1—10, 9-16-2003; Ord. No. 2004-6, 4-5-2004; Ord. No. 2009-06, §§ 1—10, 3-17-2009; Ord. No. 2009-10, §§ 1—10, 6-30-2009; Ord. No. 2009-11, §§ 1—10, 9-1-2009; Ord. No. 2009-13, §§ 1—10, 10-5-2009; Ord. No. 2010-02, §§ 1—10, 1-4-2010; Ord. No. 2010-10, §§ 1—10, 9-7-2010; Ord. No. 2014-03, §§ 1—10, 11-17-2014; Ord. No. 2015-03, §§ 1—8, 4-21-2015; Ord. No. 2016-01, § 2, 7-5-2016; Ord. No. 2016-03, § 3, 8-10-2016; Ord. No. 2017-04, § 1, 3-6-2017; Ord. No. 2018-07, § 1, 9-18-2018; Ord. No. 2020-03, § 1, 8-3-2020)

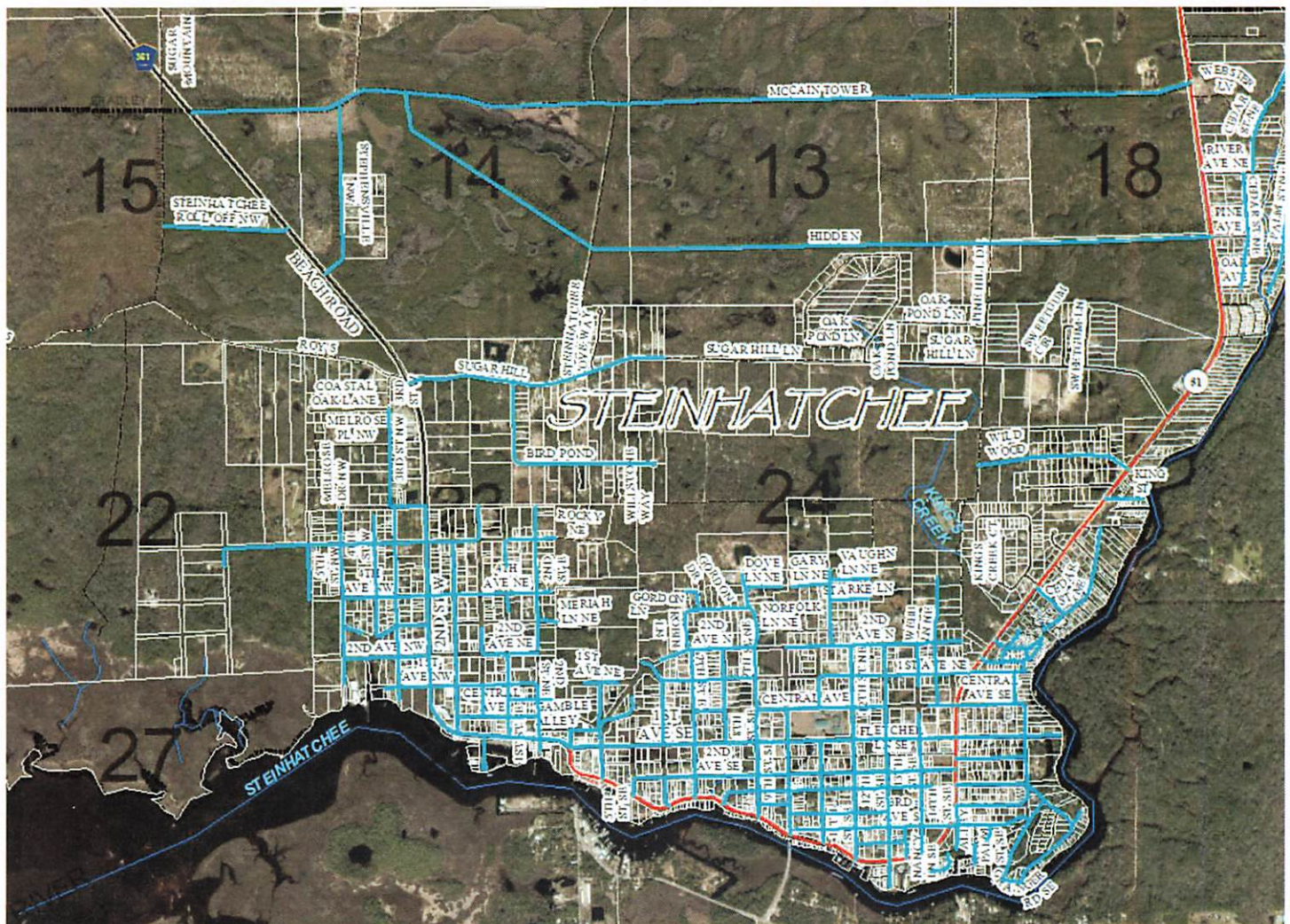




LaWanda Pemberton

From: Kenneth Dudley
Sent: Wednesday, June 15, 2022 5:13 PM
To: LaWanda Pemberton
Cc: Danny Griner; Hank Evans
Subject: Steinhatchee Golf Cart Ordinance

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