

SUGGESTED ~~AMENDED~~ AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, SEPTEMBER 12, 2023

IMMEDIATELY FOLLOWING THE 1ST BUDGET PUBLIC HEARING FY 23/24

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

AWARDS/RECOGNITIONS:

4. THE BOARD TO CONSIDER APPROVAL OF RESOLUTION RECOGNIZING KATHERINE MUNNINGHAM FOR HER 35 YEARS OF SERVICE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

CONSENT ITEMS:

5. THE APPROVAL OF MINUTES OF 8/22/23 AND 08/28/23.
6. EXAMINATION AND APPROVAL OF INVOICES FROM 09/07/23 AND 09/12/2023.
7. THE BOARD TO CONSIDER APPROVAL OF RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE LANDLORD CONSENT AND ASSIGNMENT OF LEASE OF THE STEINHATCHEE EMS STATION FROM CENTURY AMBULANCE SERVICE TO RG AMBULANCE SERVICE DBA CENTURY AMBULANCE SERVICE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

9. THE BOARD TO CONSIDER APPROVAL OF THE APPOINTMENT OF ONE MEMBER TO THE BIG BEND WATER AUTHORITY BOARD OF DIRECTORS.

COUNTY ADMINISTRATOR ITEMS:

10. THE BOARD TO CONSIDER WAIVER OF STORM RELATED PERMITTING FEES THROUGH THE MONTH OF SEPTEMBER 2023, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

11. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
12. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
13. 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 DRAFT RESOLUTION
RECOGNIZING KATHERINE MUNNINGHAM'S 35 YEARS OF
SERVICE.

MEETING DATE REQUESTED:

SEPTEMBER 12, 2023

Statement of Issue: TO PUBLICLY RECOGNIZE MS. MUNNINGHAM'S YEARS
OF SERVICE

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: THE COUNTY ADMINISTRATOR WISHES TO RECOGNIZE
KATHERINE MUNNINGHAM'S 35 YEARS OF SERVICE TO THE BOARD AND THE
CITIZENS OF TAYLOR COUNTY.

Options: APPROVE/ NOT APPROVE

Attachments: DRAFT RESOLUTION

RESOLUTION

WHEREAS, the Board of County Commissioners have been advised that Katherine Munningham retired from the position of Heavy Equipment Operator I /Dump Truck Driver on April 27th, 2023; and

WHEREAS, Ms. Munningham began her employment on May 5th, 1988, as a Road Maintenance Technician. She was promoted to Heavy Equipment Operator I /Dump truck Driver in 1991.

WHEREAS, Ms. Munningham has provided valuable services to the people of Taylor County, to the Board of County Commissioners, and the Taylor County Public Works Road Department.

WHEREAS, the Board wishes to publicly thank Ms. Munningham for her 35 years of dedicated service to our County, and the citizens of Taylor County.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida extends its heartfelt appreciation and gratitude to Katherine Munningham for her service to the people of Taylor County and the Board of County Commissioners.

BE IT RESOLVED that a copy of this resolution be furnished to Ms. Munningham and that a copy be placed in the minutes of this Board.

DONE AND ORDERED in regular session at Perry, Taylor County, Florida, this day of September 12th, 2023.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Jamie English, Chairperson

ATTEST

Gary Knowles, Clerk of Courts

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER APPROVAL OF A RENEWAL
CONTRACT FOR CATASTROPHIC INMATE MEDICAL
INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP.**

MEETING DATE REQUESTED:

SEPTEMBER 12, 2023

**Statement of Issue: TO ENTER INTO A ONE YEAR RENEWAL OF
CATASTROPHIC INMATE MEDICAL INSURANCE**

Recommended Action: APROVE AGREEMENT

Fiscal Impact: \$21,492

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINSTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: THE CATASTROPHIC INMATE MEDICAL POLICY PROVIDE
FOR PER INMATE DEDUCTIBLE OF \$40,000, A PER INMATE COVERAGE LIMIT OF
\$250,000 AND A POLICY MAXIMUM OF \$100,000 FOR COVERED
EXPENSES/CONDITIONS. THIS POLICY WILL FOR 45% OF ELIGIBLE BILLED
CHARGES. STAFF WILL CONTINUE TO NEGOTIATE WITH PROVIDERS TO
PROVIDE DISOUNTS FOR MEDICAL CARE.**

Options: APPROVE/NOT APPROVE

Attachments: APPLICATION

CATASTROPHIC INMATE MEDICAL INSURANCE

Date of Proposal: August 16, 2023
 Proposed Insured: Taylor County Jail
 City, State: Perry, FL
 Facilities Include: Dixie County Jail (Cross City, FL) and Lafayette County Jail (Mayo, FL)
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Stop-Loss
 Effective Date: October 1, 2023
 Number of Inmates: 100

Specific Coverage:	Option 1
Per Inmate Deductible:	\$40,000
Per Inmate Coverage Limit:	\$250,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	\$17.91
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	Lesser of the amount paid or 150% of Medicare
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay
Benefits/Exclusions:	
Prior-to-Booking/In-Pursuit:	Included
Security & Guarding:	Excluded
Dental:	Excluded
HIV/AIDS:	Included
Pregnancy:	Included (Inmate only)
Specialty Drugs:	Excluded
Substance Abuse:	Excluded
Mental and Nervous Disorders:	Excluded
Total Premium:	\$21,492.00

Terms and Conditions

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:

From:	To:
Claims Incurred: October 1, 2023	September 30, 2024
Claims Reported: October 1, 2023	March 31, 2025
Claims Submitted: October 1, 2023	March 31, 2025
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by September 15, 2023, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Printed Name: _____ Title: _____ Date: _____

Signature: _____



Catastrophic Inmate Medical Insurance Administered by Hunt Insurance Group

2075 Center Pointe Blvd, Ste. 101, Tallahassee, FL 32308

Toll Free: (800) 743-4868

huntbenefits@hunts.com

www.inmatemedicalinsurance.com

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SIRIUS AMERICA INSURANCE COMPANY
One Liberty Plaza
New York, New York 10006-1404

APPLICATION AND POLICY SCHEDULE FOR EXCESS LOSS INSURANCE

Part I Proposed Policyholder

- a. **Full Legal Name of Proposed Policyholder**
Taylor County Jail and Taylor County Board of County Commissioners
- b. **Address and TIN**
589 Highway 27 East
Perry, Florida 32347 59-6000880
Tax Identification Number
- c. **Name and Title of Contact Person** LaWanda Pemberton
- d. **Proposed Policyholder is** 9223 - Correctional institutions
Please describe type of entity or type of business that will own policy
- e. **Requested Effective Date** October 1, 2023
Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius has received the initial premium on or before that date. The Policy Term will end one year after its Effective Date unless otherwise requested and agreed to by Us.
- f. **Eligible Persons Under Your Plan to be Covered Under This Policy**
Please check all that apply
☐ Retired Employees ☐ Former Employees Continuing Coverage under COBRA or other continuation provisions of the Plan
☐ Disabled Employees ☐ Employees not Actively at Work on their Effective Dates
☒ Other – Eligible persons during pursuit of, in Custody of, or Incarcerated in stated facility
- g. Minimum enrollment ☒ 100 Covered Units, or % Initial Enrollment _____

Part II Plan of Insurance and Premium Calculation

Please check all coverages and options for which You are applying

- a. ☒ **Specific Excess Loss Coverage**
- i. Include coverage for: ☒ Medical Plan ☐ Prescription Drug Plan
- ii. Specific Deductible Amount Per Covered Person \$ 40,000
- iii. Aggregating Specific Deductible \$ N/A
Fixed dollar amount or, if greater, amount x number of Covered Persons
- iv. Specific Lifetime Maximum Per Covered Person \$ 500,000
- v. Specific Benefit Period maximum reimbursement per Covered Person \$ 250,000
- vi. Specific Reimbursement Percentage 100%

vii. Contract Basis – Benefit Period includes reimbursement for Covered Expenses

Incurred from October 1, 2023 through September 30, 2024
 and Paid from October 1, 2023 through March 31, 2025
enter date enter date

viii. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

\$ N/A per Covered Person; \$ _____ in total.

ix. Monthly Premium Rates --

Per Covered Unit	Premium Rate	Number Covered
Other— Inmate	\$ 17.91	100

b. **N/A** Aggregate Excess Loss Coverage

- i. Include coverage for: ☐ Medical Plan ☐ Prescription Drug Plan
☐ Dental Plan ☐ Vision Plan

ii. Individual Claim Limit \$ _____

iii. Maximum Aggregate Reimbursement \$ _____

iv. Aggregate Reimbursement Percentage _____

v. Contract Basis--Benefit Period includes reimbursements for Covered Expenses

Incurred from _____ through _____
enter date enter date
 and Paid from _____ through _____
enter date enter date

vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to
☐ \$ _____ per Covered Person; ☐ \$ _____ in total.

vii. Monthly Aggregate Factors and Premium Rates

Covered Unit	Factor	No Covered	Premium Rate
Other- please describe			

viii. Minimum Aggregate Attachment Point \$ _____

Additional Options

- i. Terminal Aggregate Liability Option ☐ included ☒ excluded

When this Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:

Monthly Aggregate Factors

Covered Unit	Factor	PEPM Cost

- ii. Aggregate Accommodation Option ☐ included ☒ excluded
 Advance Threshold \$ _____ PEPM Cost

- iii. Specific Advance Reimbursement Option ☐ included ☒ excluded
 Minimum Advance Reimbursement \$ _____

c. Special Limitations:

Please list (a) any special Specific Deductibles or other limitations applicable to individuals for whom information was included on the Disclosure Statement, identifying the deductible amount, limitation and name of individual to which it applies, and (b) any Special Limitations and conditions applicable to the Policy applied for.

Claims Accumulation Basis:	Eligible Medical Services shall accumulate to satisfy the Specific Excess and Aggregate Excess deductible as outlined below:
Hospital	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
Ambulance	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
DME	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
Pharmaceutical	Limited to those provided and administered during a Hospital Stay. Specialty Drugs are not covered.
Outpatient	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
Professional	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
Other Provisions	<ol style="list-style-type: none"> 1. Policy Maximum is \$1,000,000 per Benefit Period. 2. Charges for Pre-booking injuries are included under this agreement. 3. Mental, Nervous, or Substance Abuse Benefits are excluded. 4. Any service rendered inside the walls of this, or any jail are excluded. 5. Eligible dialysis charges will be paid at the Lesser of the Amount Paid or 150% of Medicare.

Part III Administrative Information

- a. Your Third Party Administrator (TPA) is N/A
- b. Your Agent of Record is Leon Daniel Lancaster
- c. Your Initial Premium Deposit \$ 1,791.00
Amount submitted with this application

Part IV Acknowledgements and Signatures

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
 - Dependents** – definition, including all age requirements, eligibility and effective date provisions;
 - Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
 - Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and

v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; [any charges resulting from occupational accidents or illnesses;] or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.

- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its {employees, members, students} and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of Sirius will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of Sirius, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance, including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.
- c. **Fraud Warning** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Dated at _____ on the _____ day of _____, 2023

Signed for the **Proposed Policyholder**



Signed by **Licensed Agent**


Title

L. Daniel Lancaster

Please Print **Agent Name**

W115823

Agent License Number and Issuing State

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	THE BOARD TO CONSIDER RATIFYING THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE LANDLORD CONSENT AND ASSIGNMENT OF LEASE OF THE STEINHATCHEE EMS STATION FROM CENTURY AMBULANCE SERVICE TO RG AMBULANCE SERVICE DBA CENTURY AMBULANCE SERVICE.
MEETING DATE REQUESTED:	SEPTEMBER 12, 2023

Statement of Issue: TO CONTINUE EMERGENCY MEDICAL SERVICES BUILDING LEASE IN STEINHATCHEE.

Recommended Action: APPROVE

Fiscal Impact: \$400 MONTHLY

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: (850) 838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY HAS BEEN NOTIFIED THAT CENTURY AMBULANCE SERVICE, INC. IS IN THE PROCESS OF BEING PURCHASED FROM COVALENT HEALTH, THE CURRENT PARENT COMPANY BY RG AMBULANCE SERVICE, INC. AND WILL CONTINUE TO DO BUSINESS AS CENTURY AMBULANCE SERVICE.

THE BOARD OF COUNTY COMMISSIONERS APPROVED THE TRANSFER OF THE CERTIFICATE OF PUBIC CONVENIENCE AND NECESSITY TO RG AMBULANCE SERVICE, INC., DBA CENTURY AMBULANCE SERVICE, INC. ON AUGUST 7, 2023.

Options: APPROVE/DO NOT APPROVE

Attachments: ASSIGNMENT OF CONTRACT LEASE

COMMERCIAL BUILDING LEASE AGREEMENT

THIS LEASE is made between: TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is [REDACTED] (herein "Lessor" or "County"), and CENTURY AMBULANCE SERVICE, whose mailing address is 2110 Herschel Street, Jacksonville, Florida 32204 (herein "Lessee"). Lessee hereby offers to lease from Lessor a premise situated in Taylor County, Florida, described as those portions of the County EMS and Fire unit buildings currently being occupied for EMS purposes, but excluding those areas occupied by the County for its Fire Department purposes, [REDACTED] (Steinhatchee Station) [REDACTED] sq. ft. office space and [REDACTED] ft. covered parking area (collectively, the "Premises") upon the following terms and conditions.

RECITALS

WHEREAS, the Lessor and Lessee entered into an Agreement for Ambulance and Emergency and Non-Emergency Medical Services (the "Agreement"), and that Agreement provides for the Lessor to provide leased space in furtherance of that Agreement and

WHEREAS, Lessor is the fee owner of a certain real property being, lying and situated in Taylor County, Florida, such real property having a street address of #1 12th Street N.E., Steinhatchee, Florida 32359

WHEREAS, Lessor has determined that this Lease Agreement is in the best interest of the residents and citizens of Taylor County, Florida, in furtherance of the Lessor's goal to provide the most efficient and cost-effective provision of ambulance and emergency and non-emergency medical services for Taylor County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for the good and valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by both parties by the execution hereof, Lessor and Lessee agree as follows.

1. Term and Rent: Lessor demises the Premises for a term of ^{Five} ~~three~~ (5) years commencing January 1, 2021, and terminating December 31st, 2025, or sooner as provided herein, with the first monthly rent payable by Lessee to Lessor on or before December 31st, 2020 and each month thereafter for the duration of each tenancy, at the rental rate fixed as follows:

Total Monthly Rent	\$400.00
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2. Use: Lessee shall use and occupy the Premises for operating emergency medical services for Taylor County, Florida in furtherance of the Agreement. Lessor represents that the Premises may lawfully be for such purposes.

3. Alterations: Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about any of the Premises. The consent of the Lessor to Lessee's request shall not be unreasonably withheld by the Lessor.

4. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof

by Lessee.

5. **Repairs:** Except when caused by Lessee's negligence or misuse of the premises by Lessee or its employees, agents, or invitee, Lessor shall maintain and repair the roof, external walls. HVAC plumbing and electrical. All other repairs and maintenance shall be the responsibility of Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operational expenses of the building. Lessee will, at its sole expense keep and maintain the premise and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

- a. Keep all windows, glass, window coverings, floor coverings, walls, doors, locks, and hardware in good, clean order and repair;
- b. Not leave the windows or doors in an open position during any inclement weather;
- c. Keep all HVAC air filters clean and free from dirt;
- d. Maintain stove/oven and refrigerator;
- e. Keep all lavatories, sinks, toilets and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Any damage to any such apparatus and the cost of clearing stopped plumbing shall be borne by the lessee;
- f. Shall not allow trash, garbage rubbish or refuse to be deposited or permitted to stand on the exterior of the building except in proper receptacles;
- g. Shall not allow exit corridors blocked or limit egress.

6. **County Fire Rescue:** Lessor retains the right to maintain Fire Rescue equipment and personnel in the Premises to fulfill the needs of the service at no additional cost to the Lessor or County Fire. Any changes to the needs of Fire Rescue will be made after a thirty (30) day notice to the Lessee. This is to include but limit shared common areas such as kitchen, office, living area, rest room, and a non-shared sleeping quarters located furthest away from living area and other building not part of the leased building.

7. **Assignment and Subletting:** Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and at the option of the Lessor may terminate this Lease.

8. **Entry and inspection:** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

9. **Insurance and Indemnity:** Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor is provided in Section I V .E. of the Agreement. Lessee shall keep and hold Lessor harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lessee's occupancy of said premises, or any failure by Lessee to maintain any portion of the premises which it is obligated to maintain under this Agreement. Lessee shall at all times defend, indemnify and hold Lessor harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs., charge. Attorney's fees and other expenses.

10. **Destruction of Premises:** In the event the Premises or any one of them are completely or partially destroyed, either party may terminate this Agreement as to the effected premises only effective as of the date of such loss.

11. **Security Deposit:** Lessee shall not be required to make a security deposit.
12. **Utilities and Taxes:** All utilities and taxes assessed against the Premises or any one of them, non-ad valorem assessments and rental sales tax, if any, shall be paid by Lessee.
13. **Attorney's Fees:** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to nil costs incurred in connection with such action, including a reasonable attorney's fees.
14. **Waiver:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
15. **Notices:** Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid, to Lessee at the Premises or any one of them, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
16. **Heirs, Assigns, Successors:** This lease is binding upon and ensures to the benefit of the heirs assigns and successors in interest to the parties.
17. **Renewal:** This Agreement may be renewed or extended only upon mutual written agreement of the parties.
18. **Venue and Choice of Law:** This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Taylor County, Florida.
19. **Termination:** This Lease may be terminated as to all Premises or any one of them upon sixty (60) days written notice from the Lessor to the Lessee, in the event the Agreement is terminated, or upon Lessee's default of this Agreement.
20. **Representations and Warranties of Lessee:** Lessee hereby represents and warrants to Lessor as follows:
- a. Lessee is duly organized, validly existing, and in good standing under the laws of the State of Florida;
 - b. Execution of this Lease Agreement and documents contemplated hereunder, and performance hereof by Lessee of its obligations hereunder, has been duly authorized by Lessee's charter, operating agreement, or other necessary authority.
 - c. Upon execution of this Lease Agreement, this agreement will be a valid and binding obligation of Lessee in accordance with its terms and the consummation of the transactions contemplated hereby, and the performance of Lessee in accordance with the terms hereof will not result in any breach of or constitute a default under the charter, operating agreement or other agreement or instrument or obligation to which Lessee is a party by which Lessee may be bound or affected.
21. **Survival of Representations and Warranties:** All representations, warranties, and indemnities, and the covenants and agreements to be performed subsequent to the

execution hereof by Lessor and/or Lessee, respectively, contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this Agreement and the termination contemplated hereunder.

22. Entire Agreement: The foregoing constitutes the Agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this Lease before the parties' execution hereof.

Attached hereto is the address and legal description for the premises.

SIGNED this 22nd day of December 2020

LESSOR:

TAYLOR COUNTY, FLORIDA

LESSEE:

CENTURY AMBULANCE SERVICE

BY:

Thomas D. Smith

BY:

[Signature]

Print:

THOMAS D. SMITH

Print:

Matthew Johnson

Title:

Chair Person

Attest: _____

LANDLORD CONSENT AND ASSIGNMENT AND ASSUMPTION OF LEASE

This **LANDLORD ASSIGNMENT AND ASSUMPTION OF LEASE** (this "Assignment") is made as of the ___ day of September 2023 (the "Effective Date"), by and between Taylor County, Florida, a political subdivision of the State of Florida, as Landlord ("Landlord"), Century Ambulance Service, Inc., a Florida corporation ("Assignor"), and RG Ambulance Service, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor entered into that certain Lease with Landlord, dated as of December 22, 2020, and attached hereto as Exhibit A (as the same may have been amended, restated, extended, replaced, supplemented or otherwise modified, the "Lease"), pursuant to which Assignor leases certain space located at whereby Tenant leases that certain premises located at #1 12th Street N.E., Steinhatchee, Florida, as more particularly described in the Lease (the "Premises"); and

WHEREAS, Assignor and Assignee, among other parties, have entered into that certain Asset Purchase Agreement dated as of July 3, 2023 (the "Purchase Agreement"), pursuant to which Assignee will acquire certain assets of Assignor (the "Transaction") at the closing contemplated by the Purchase Agreement (the "Closing Date"), contingent upon the parties' execution and delivery of this Assignment.

WHEREAS, Assignor desires to assign and transfer all of its right, title and interest in the Lease and the estate created thereby to Assignee, and Assignee desires to accept such assignment and assume all rights, duties and obligations of Assignor under the Lease arising on and after the Effective Date.

WHEREAS, Landlord is willing to consent to such assignment and assumption upon the terms and conditions set forth herein.

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

1. **Incorporation; Definitions.** All of the recitals hereinabove set forth are incorporated herein as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.
2. **Assignment of Lease.** As of the Effective Date, Assignor hereby assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to, and under the Lease. Assignor agrees to indemnify, defend, and hold harmless Assignee, on Assignee's demand, for, from, and against any claims related to the Lease arising from or attributable to the period prior to the Effective Date.
3. **Assumption of Lease.** Assignee hereby accepts the foregoing assignment and covenants with Assignor, that, from and after the Effective Date, Assignee and its successors and assigns hereby assume and agree to keep, perform, fulfill, or cause to be performed all of the terms, covenants, conditions, and obligations contained in the Lease, which, by the terms therein, are imposed upon the tenant thereunder. Assignee agrees to indemnify, defend, and hold harmless Assignor, on Assignor's demand, for, from, and against any claims related to the Lease arising from or attributable to the period from and after the Effective Date.
4. **Security Deposit.** Assignor acknowledges and agrees that any interest Assignor may have in the security deposit held by Landlord pursuant to the Lease shall be transferred to Assignee, and Assignor shall not be entitled to the return of the security deposit.
5. **Consent.** Landlord hereby expressly consents to the Transaction and assignment of the Lease from Assignor to Assignee as of the Closing Date.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the jurisdiction where the Premises is located.

7. No Representations or Warranties. This Assignment is expressly made without representation or warranty.

8. Entire Agreement. This Assignment contains the entire agreement among the parties with respect to the subject matter hereof and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such change, modification, waiver or cancellation is sought.

9. Severability. If any term or provision of this Assignment, or the application of any provision hereof, to any party hereto or circumstance is held illegal, invalid or unenforceable, then the application of such provision to such other parties or circumstances, and the remainder of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or application of such provision, as the case may be, or by its severance from this Assignment.

10. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

11. Further Action. Landlord, Assignor and Assignee agree that they shall execute and deliver or cause to be executed and delivered from time to time such instruments, documents, agreements, and assurances and take such other action as any other party may reasonably require to more effectively assign and transfer to and vest in Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Lease.

12. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature. This Assignment shall not be effective unless and until it has been executed by both of the parties and delivered to each party.

[Signature Page Follows]

Exhibit A

Lease

See attached.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider the appointment of one member to the Big Bend Water Authority Board of Directors
MEETING DATE REQUESTED:	September 12, 2023



Statement of Issue: To appoint one member to the BBWA Board of Directors

Recommended Action: Appoint member

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: The Big Bend Water Authority Board is a seven member board with members appointed by Dixie and Taylor Counties. Each County may appoint one commissioner and one citizen per the Interlocal Agreement. Mr. Stan Ridgeway is a Taylor County citizen appointee whose term has ended and has submitted an application for reappointment.

The openings were advertised in the local newspaper. The deadline for applications was August 31, 2023.

Options:

Attachments: Application
Copy of advertisement
Committee Roster

Received 08/08/2023
(MD)

BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Stanley L Ridgeway

MAILING ADDRESS: P.O. Box 901 Riverside Dr

CITY: Steinhatchee STATE: FL FLORIDA ZIP: 32359

HOME PHONE: 352-949-7517

WORK PHONE:

EMAIL:

EMPLOYER: Retired

JOB TITLE:

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 23

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

As a current director, I am up to date on
current projects being done, and current
procedures. I would appreciate being reappointed
so that I may continue to serve my community
and Taylor County.
Thank you for your consideration.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8-8-23

DATE


SIGNATURE

**BIG BEND WATER AUTHORITY
CONTACT INFORMATION
2022-2023**

**CHAIRMAN (DIXIE)
HOWARD HART
P O BOX 101
STEINHATCHEE, FL 32359
HOME: 352-498-3920
CELL: 352-542-4026
EMAIL: hlhart43@gmail.com**

**SEC/TREASURER: (DIXIE)
MARGARET CORBIN
336 SW 911 ST
STEINHATCHEE, FL 32359
PHONE: 352-356-1525
EMAIL: N/A 8016**

**COUNTY COMMISSIONER
DAVID OSTEEN (DIXIE)
444 SW 911 STREET
STEINHATCHEE, FL 32359
352-356-0882**

**STAN RIDGEWAY (TAYLOR)
901 RIVERSIDE DR SE P O BOX 1058
STEINHATCHEE, FL 32359
CELL: 352-949-7517
EMAIL:
jeanridgeway16@gmail.com**

**BBWA ATTORNEY
SNIFFEN & SPELLMAN, P.A.
MARK LOGAN
123 N MONROE ST
TALLAHASSEE, FL 32301
OFFICE: 850-205-1996
EMAIL: mlogan@sniffenlaw.com**

**(DIXIE)
MICHAEL DELLA POALI
417 SW 311TH AVE
STEINHATCHEE, FL 32359
CELL: 352-498-3260
EMAIL: LKD707@BELLSOUTH.NET**

**COUNTY COMMISSIONER
MICHAEL NEWMAN(TAYLOR)
850-295-5070
mnewman@taylorcountygov.com**

**VICE-CHAIR WENDELL MCKINNON
P O BOX 751 (TAYLOR)
STEINHATCHEE, FL 32359
PHONE: 407-908-8356**

wendellmckinnon@gmail.com

**GENERAL MANAGER
MARK REBLIN
P O BOX 196
STEINHATCHEE, FL 32359
CELL: 352-356-1342
EMAIL: mreblin@msn.com**

**BBWA ENGINEER
MIKE MURPHY
TALLAHASSEE, FL 32308
PH: 850-545-9246
EMAIL:
mpmurphy1050@gmail.com**

LaWanda Pemberton

From: bbwa <bbwa@bellsouth.net>
Sent: Wednesday, September 6, 2023 3:56 PM
To: LaWanda Pemberton
Subject: Fw: AD for BBWA

Here is the proof of advertisement in the paper, it was also on our website. The September meeting has been cancelled.

----- Forwarded Message -----

From: bbwa <bbwa@bellsouth.net>
To: Perry Newspapers Ads <ads@perrynewspapers.com>
Sent: Monday, July 31, 2023 at 10:21:08 AM EDT
Subject: Re: AD for BBWA

good deal.

Thank you,
Laura

On Monday, July 31, 2023 at 10:16:12 AM EDT, Perry Newspapers Ads <ads@perrynewspapers.com> wrote:

Here is your ad proof for Wednesday.

BIG BEND WATER AUTHORITY

BBWA is accepting applications for (1) two year term board member and (1) one year floater position in Steinhatchee, FL, (Taylor County service area).

**Applicant must reside/homestead in the BBWA-Taylor County service area.
*This is a non-paying position.***

Applications can be obtained at BBWA Office. Anyone interested, please call Mark Reblin, BBWA General Manager, at 352-498-3576.

All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E Green St, Perry, FL, 32347. Applications must be received no later than August 31, 2023, at the close of the business day (5:00 p.m.).

On Jul 27, 2023, at 11:13 AM, bbwa <bbwa@bellsouth.net> wrote:

Good morning,

I need the following ad ran in Wednesday, August 2 edition please, the same as we did last year is fine.

Thank you,
Laura Valentine
BBWA

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER WAIVER OF STORM RELATED PERMITTING FEES THROUGH MONTH OF SEPTEMBER, 2023.

MEETING DATE REQUESTED:

SEPTEMBER 12, 2023

Statement of Issue: TO WAIVE PERMITTING FEES FOR REPAIRS NEEDED DUE TO HURRICANE IDALIA.

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: HURRICANE IDALIA HAS IMPACTED TAYLOR COUNTY CITIZENS WITH DAMAGE TO HOMES AND PROPERTY. THE COUNTY ADMINISTRATOR HAS WAIVED PERMITTING FEES FOR PERMITS NEEDED FOR ELECTRICAL AND CONSTRUCTION REPAIRS RELATED TO HURRICANE IDALIA DAMAGE ONLY.

THE COUNTY ADMINISTRATOR RESPECTFULLY REQUESTS BOARD APPROVAL TO CONTINUE WAIVERS FOR PERMIT FEES.

Options: APPROVE/ NOT APPROVE

Attachments: DRAFT RESOLUTION