

SUGGESTED BOARD WORKSHOP AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

September 24, 2013 - 5:30 PM

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

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.

Prayer

Pledge of Allegiance

1. THE BOARD TO DISCUSS JOHNNY DRIGGERS'S REQUEST TO MOVE ANDREWS LAKE ROAD FROM THE MIDDLE OF HIS PROPERTY, AS AGENDAED BY COMMISSIONER FEAGLE.
2. THE BOARD TO REVIEW AND DISCUSS THE PROPOSED HOSPITAL LEASE WITH DOCTORS' MEMORIAL HOSPITAL, INC.
3. THE BOARD TO DISCUSS A REQUEST FROM MR. BOB ROOT FOR AN ORDINANCE PERTAINING TO THE 2ND AMENDMENT RIGHTS, AS AGENDAED BY COMMISSIONER FEAGLE.
4. THE BOARD TO DISCUSS THE SOLID WASTE RESIDENTIAL HAULING PERMIT.
5. THE BOARD TO DISCUSS SETTING ALL PUBLIC MEETINGS AT 5:30 PM, AS AGENDAED BY COMMISSIONER FEAGLE.
6. THE BOARD TO REVIEW AND DISCUSS CATASTROPHIC INMATE MEDICAL INSURANCE RENEWAL OPTIONS.
7. THE BOARD TO DISCUSS WORK ORDERS AND THE COUNTY WORK ORDER SYSTEM.
8. THE BOARD TO DISCUSS REVISED DRAFT ADVISORY COMMITTEE ATTENDANCE POLICY.
9. THE BOARD TO DISCUSS ITS CAPITAL IMPROVEMENT PLAN.

INFORMATIONAL ITEMS:

MEETING ADJOURNED.

www.taylorcountygov.com

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS JOHNNY DRIGGERS' S REQUEST TO
MOVE ANDREWS LAKE ROAD FROM THE MIDDLE OF HIS
PROPERTY, AS AGENDAED BY COMMISSIONER FEAGLE

MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to discuss a request to move a road

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Commissioner Pam Feagle

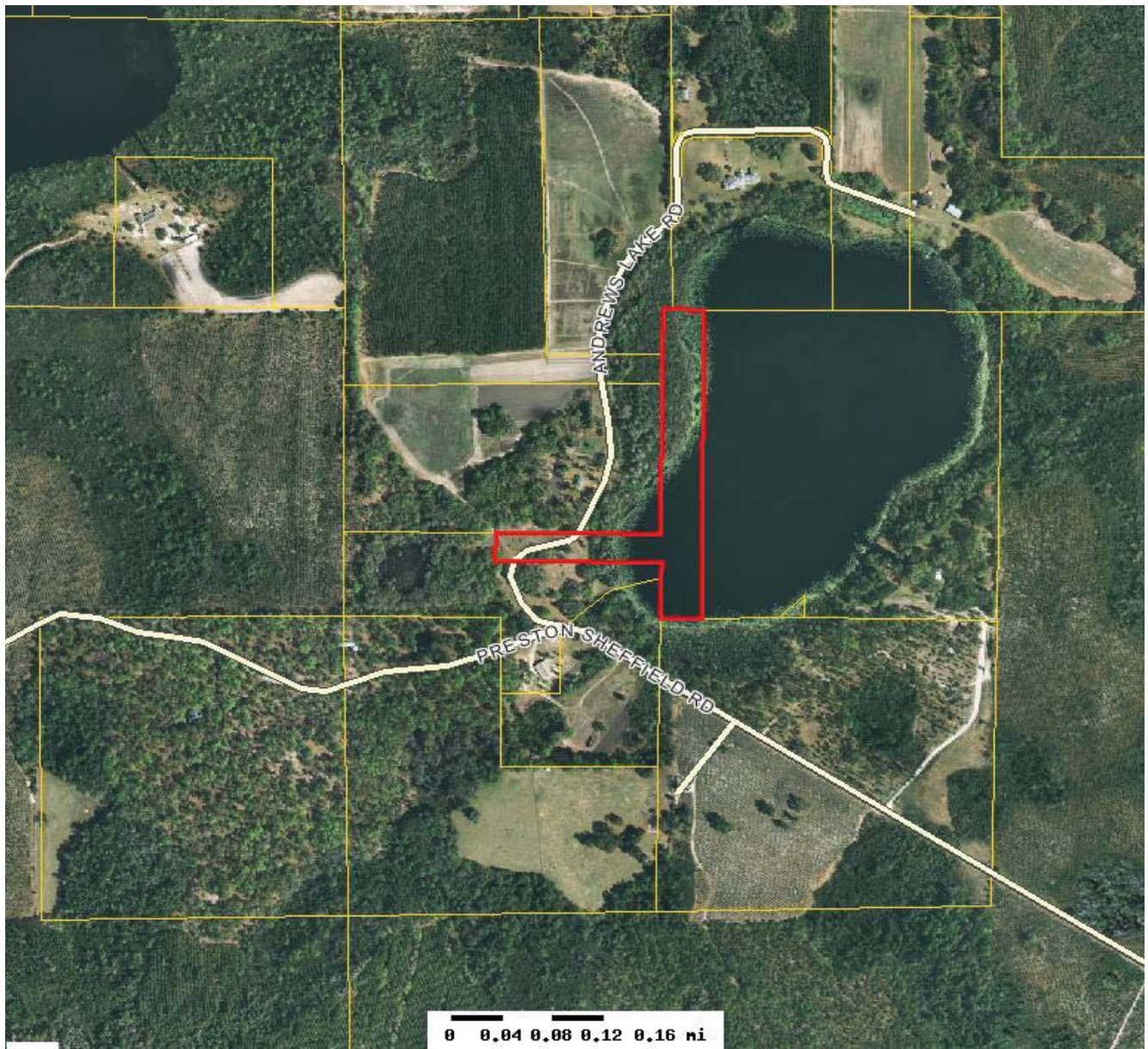
Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A request has been made to move Andrews Lakes Road.
The road is included on the County's road maintenance list.

Options:

Attachments: Parcel Map



Taylor County Property Appraiser			
Parcel: 01871-050 Acres: 7.4			
Name:	DRIGGERS JOHNNIE & ANNETTE S	Land Value	5,544
Site:		Building Value	0
Sale:	\$20,000 on 04-2012 Vacant=Y Qual=	Misc Value	0
Mail:	7915 LUTHER WILSON RD GREENVILLE, FL 32331	Just Value	5,544
		Assessed Value	5,544
		Exempt Value	0
		Taxable Value	5,544



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 09/20/13 : 11:10:33

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND DISCUSS THE PROPOSED HOSPITAL LEASE WITH DOCTORS' MEMORIAL HOSPITAL, INC.

MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to continue its discussion of revisions made to the existing hospital lease.

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Dustin Hinkel, Assistant County Administrator

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board's current lease with Doctors' Memorial Hospital, Inc. for the hospital facility and equipment will expire in November 2013. A draft lease was presented to the Board for review and possible approval at the September 17, 2013 Board Meeting. The Board chose to continue its review and discussions at the September 24, 2013 Workshop.

Options:

Attachments: Draft Lease

LEASE

This lease made and entered into this _____ day of September 2013 by and between Doctors' Memorial Hospital, Inc., a Florida not-for-profit corporation, hereinafter referred to as "DMH" and the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Board."

DMH and the Board for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE I

DEMISE AND AGREEMENT TO AMEND BY-LAWS

1.01. The Board hereby leases to DMH and DMH hereby leases from the Board that certain property located ~~in~~ at 333 N. Bryon Butler, Parkway, Perry, Taylor County, Florida, 32347 known as Doctors' Memorial Hospital, ~~said legal description attached and marked Exhibit "A", and the hospital~~ together with all furniture, furnishings, fixtures and equipment used in the operation of the Hospital, ~~which list of property is attached and marked Exhibit "B". All exhibits referred to collectively~~ as the "leased property" or "leased" premises.

1.02. DMH agrees to amend its By-Laws that all county appointed members of the DMH Board of Directors shall be residents of Taylor County, Florida. DMH has the right at its sole discretion, and to the benefit of Taylor County, to partner with or participate with a regional health care system. If DMH enters into a partnership, Board members representing the DMH partnership shall be appointed at the discretion of the partnership organization. The Chairman of the DMH Board of Directors must in all cases be a resident of Taylor County appointed by the Board of County Commissioners or the City of Perry.

(Note 15.01-15.05 and 19.03)

Transfer of Books and Records

1.03. At the termination of this lease, all records shall be transferred back to the Board, or its designee, subject to the laws pertaining to confidentiality and privilege, including patients' records made during the term or any extension thereof. DMH agrees to ensure that the certificate of need is transferred back to the Board, and DMH shall execute whatever documents necessary to transfer licenses, etc., back to the Board to maintain the hospital subject to Florida law.

ARTICLE II

TERM

2.01. The initial term of this lease shall be for five (5) years from the day of September, 2013, through the 31st day of August 2018. Upon the expiration of that initial term, this lease shall automatically renew for two (2) additional five (5) year terms (Reference Article X).

ARTICLE III

THE OPTION TO RENEW

3.01. This lease is for an initial term of ~~four (4)~~ five (5) years from the day of September. This lease will automatically be renewed for two (2) additional ~~four (4)~~ five (5) year terms upon the expiration of the initial term. The initial term and any renewal of this lease shall be subject to compliance with the provisions of Article X Default and Attorney's Fees.

3.02. Possession of Doctors' Memorial Hospital will revert to the Board in the event DMH determines to discontinue operation of facility. The hospital license shall be transferred to the Board upon termination of this lease subject to Florida law.

3.03. If DMH decides to terminate this lease or any renewal thereof, DMH shall continue to operate and maintain possession of Doctors' Memorial Hospital for up to six (6) months after written notice to terminate is given by DMH to the Board, if financially solvent.

ARTICLE IV

LEASE PAYMENTS AND APPROVAL

4.01. DMH shall pay the Board at Perry, Florida, annual rent of **ONE HUNDRED FIFTY Dollars (\$ 150.00)** per year, payable on October 1, 2013, and on October 1, each year during the terms of this lease and any renewal thereof. All payments are subject to DMH obtaining approval of all State, Federal and local regulatory authorities permitting DMH to operate Doctors' Memorial Hospital. Lease payments shall cease should the lease not be renewed. As further consideration for the granting of this lease, DMH has agreed to the provisions herein including but not limited to those regarding the ownership of personal property and reversion of net reserves as set forth herein in Articles VII and XII.

ARTICLE V

USE OF THE LEASED PREMISES AND QUIET ENJOYMENT

5.01. DMH covenants and agrees to operate a not-for-profit, general acute-care hospital as currently licensed for the diagnosis, treatment, and care of sick and injured persons, without discrimination on account of race, creed, color, national origin or sex, consistent with generally accepted principles of hospital financial management. DMH agrees not to deny "emergency" hospital care to any person based on the inability to pay and will operate an emergency room subject to the availability of qualified physicians and the needs of the community for urgent and emergency care. DMH shall have the right to refuse admittance of patients because of the lack of facilities, or to protect the welfare of patients already admitted, and to adopt and amend from time to time appropriate rules respecting the admission of patients not inconsistent with provisions of this paragraph. DMH shall comply with all laws, rules, regulations and requirements of all Federal and State Governments, Agencies and Departments, which are applicable to operating the hospital and shall at all times

have in effect, any licenses necessary for the operation of the hospital facilities as contemplated by this agreement. DMH shall not reduce the overall level of acute health care service currently provided at the hospital unless agreed upon by the parties or otherwise required by applicable law.

Quiet Enjoyment

5.02. DMH, upon the payment of the rent herein and upon performances of all the terms of this lease, shall at all times during the lease term or any extension or renewal of the terms, peaceably and quietly enjoy the leased property without any unreasonable disturbance from the Board or from any other person claiming through the Board.

ARTICLE VI

REAL PROPERTY

Improvements, Alterations and Additions

6.01. DMH shall have the right to improve, add to, or alter the lease premises and to install fixtures thereupon. Prior consent (which shall not be unreasonably withheld) must be obtained from the Board if the cost of such improvements, additions, alterations or fixture(s) is expected to exceed \$100,000.00.

6.02. All improvements, additions, alterations or fixtures installed upon and reasonably considered an integral part of the plan by DMH shall remain property of the Board upon termination of the lease.

Repairs and Maintenance

6.03. DMH shall keep and maintain the leased premises in good repair and operating condition, reasonable wear and tear excepted. The Board shall not be responsible for any repairs,

maintenance, improvements, additions or alterations during the term of the lease or any extension thereof.

Utilities

6.04. DMH shall pay all charges for gas, electricity, lights, heat power and telephone and other communication services used, rendered or supplied upon in connection with the leased property.

ARTICLE VII

PERSONAL PROPERTY

7.01 DMH shall annually and no later than July 31st of each year, do a complete inventory of all tangible personal property (furniture, furnishings, fixtures and equipment used in the operation of the hospital). The inventory shall list the acquisition cost of the item and not the depreciated or book value. The item shall be assigned a property record number. The inventory shall include all items that have an acquisition cost of \$1000.00 or more, including freight, installation and other associated costs. The inventory shall not include disposable items used in the ordinary course of doing business as a hospital. The list shall give the name of the item, the serial and model number, if available, date of purchase, vendor name and purchase price. Acquisition of any personal property shall be furnished to the BCC Clerk quarterly with the Quarterly Report.

Non-Replacement Property

7.02. DMH shall have the right to add and place upon the premises such equipment, fixtures or other property as it shall deem advisable. All personal property brought onto the premises by DMH, shall remain the property of Board.

Replacement Property

7.03. DMH may replace personal property made unusable by ordinary wear, tear and deterioration. Replacement property shall remain an asset of the Board and shall not be removed by DMH nor will DMH be entitled to reimbursement for the cost by the Board.

7.04. DMH shall have the right to trade-in obsolete property for replacement equipment, ~~upon written consent of the Board~~. Any equipment obtained as a result of a trade-in shall be considered replacement equipment pursuant to Section 7.03. DMH will provide in writing to the Board a list of items traded-in as well as new replacement items as specified in paragraph 7.01 above for personal property with an acquisition cost of \$1,000 or more within 45 days of the transaction.

Obsolete Property

7.05. If DMH, in its reasonable discretion, determines that any portion of the structures, which are not major structural changes, or if furnishings, machinery, equipment or other improvement constituting a part of the hospital facilities have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary and that its demolition or removal will not impair the structural soundness, efficiency or the economic value of the leased facilities, then DMH shall give written notice to the Board stating the reasons for removal or destruction, and this property shall be turned over to the Board for its own use or disposal.

7.06. Notwithstanding the provisions of paragraphs 7.02-7.05, title to personal property shall rest in DMH for the term of this lease and any renewal thereof for the purpose of obtaining

credit through loans from United States Department of Agriculture Rural Business Services ("USDARBS") and/or its assigns and other qualified lenders to purchase new equipment and other personal property and to allow for a perfected security interest therein.

ARTICLE VIII

SURRENDER OF POSSESSION

8.01. Should the lease not be renewed by DMH, or at the expiration or termination of any lease term, then DMH agrees to promptly surrender the leased premises to the Board without demand, in good condition, ordinary wear and tear (and damage by the elements of fire or act of God or by other cause beyond the reasonable control of DMH) excepted.

Right of Entry

8.02. The Board or its representative may enter the leased property, at any time, for the purpose of performing any reasonable inspection of the leased property, or performing work which is required under the terms of this lease. Compliance with state and federal guidelines will be followed.

ARTICLE IX

INSURANCE

9.01. In case of damage by fire or other casualty to the leased premises, if the damage is so extensive as to amount almost to the total destruction of the leased premises, then this lease shall terminate. In all other cases, where the lease property is damaged by fire or other casualty, if DMH determines rebuilding can be accomplished without ceasing operations as a hospital, the Board shall repair the damage to the extent insurance proceeds are available with reasonable dispatch. In the event insurance proceeds are insufficient to cover the repairs then DMH may make repairs pursuant to the provisions of the lease. In determining what constitutes reasonable dispatch, consideration

shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Board's control.

Insurance Coverage

9.02. DMH agrees to maintain, or to procure from a good and responsible company or companies licensed to do business in Florida during the entire term of this lease or renewals thereof the following insurance coverage and to furnish proof of such coverage to the Board. DMH shall provide proof to the Board of all insurances annually.

1) Commercial Liability Insurance in the amount to be determined and DMH will rely upon its agent and insurance experts to determine the coverage for loss from an accident resulting in bodily or injury to or death of persons for loss from an accident resulting in damage or destruction of property. Both parties shall review the coverage annually. County shall be named as additional insured.

2) Professional Liability Insurance to cover the acts of its employees in amounts required by applicable law.

3) DMH shall maintain at its expense insurance coverage against destruction of the buildings and contents by fire and other hazards.

Failure to Pay Premium

9.03. If DMH fails to pay the premiums on policies and to provide the full insurance coverage required by this lease, the Board after first notifying DMH in writing of such failure to pay, may pay the premiums on such insurance or pay such other charges and all amounts so advanced, therefore, shall become an obligation from DMH to the Board. DMH must notify the Board immediately upon a failure of DMH to pay any insurance premium.

ARTICLE X

DEFAULT AND ATTORNEY'S FEES

Default

10.01. The following shall be events of default under this lease;

1) Failure by DMH to make such payments as may be required under this lease and in accordance with the terms hereunder.

2) Failure by either party to observe and perform any covenant, condition, or agreement on its part to be observed for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied.

3) Failure to operate the premises pursuant to Section 5.01 after sixty (60) days written notice.

4) Loss of licensure from the State of Florida, defalcations resulting in the loss of Medicare and Medicaid, filing of a petition for protection under the United States Bankruptcy Code.

5) Unless otherwise provided herein, whenever any such event of default shall happen and be continuing, after written notice, either party may elect to terminate this lease and proceed to any adjustment of accounts, which adjustment shall be completed within thirty (30) days thereafter. In the event such termination and allocation of accounts cannot be satisfactorily made, then the other party may take whatever action at law or in equity may appear necessary or desirable to recover assets or funds, or to enforce any obligation or covenants under this lease. No remedy herein conferred is intended to be exclusive, and each shall be cumulative and shall be in addition to any

other remedies provided under this lease now or hereinafter.

Attorney's Fees and Cost

10.02. In the event either party shall default under any of the provisions of this lease, and the other party should find it necessary to employ attorneys or incur expenses for the collection of funds, the enforcement of or performance of or observance of any obligation, term or condition under this lease, then the party at default will on demand thereof pay to the other party free from fault, as the case may be, reasonable attorney's fees and such other expenses so incurred, whether suit is filed or not, consistent with Florida law.

Waiver

10.03. No additional waiver implied by one waiver. In the event any agreement, term and condition contained in this lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

Indemnification

Liability for Claims, Injuries, Damages and Indemnities

11.01. Any and all claims for malpractice, personal injuries, wrongful death or property damages or claims arising from or in any way connected with the operation of leased premises or occurrences prior to the effective date of this lease shall remain the sole responsibility and obligation of DMH.

ARTICLE XII

TAXES AND REVENUES

Taxes

12.01. The parties hereto acknowledge that under present law, neither the income, profits (if any) and property of the Board nor DMH are subject to either Federal, State or Local taxation, and this fact, among others, induces, each of the parties to enter into this lease. DMH will make necessary filings required by law to protect the present exemption to the greatest extent possible.

Revenues

12.02. All revenue shall be retained by DMH for the benefit of Doctors Memorial Hospital. The revenue will be managed and utilized by DMH for the benefit of Doctors Memorial Hospital and the services it provides. Revenue not otherwise required for management of Doctors Memorial Hospital shall be used for improvement and maintenance of the leased premises. Upon dissolution of DMH, either voluntarily or involuntarily, or upon the cessation of the operation of a hospital in Taylor County, Florida by DMH, the net reserves of DMH shall transfer to the County. "Net reserves" shall be defined as the assets of DMH, including, but not limited to, the real property, personal property, including all furnishings, supplies, equipment, investments, and cash less the actual and bona fide outstanding liabilities of DMH. "Bona fide outstanding liabilities" shall not include contracts indebteding or obligating DMH beyond the terms of this lease without the express written consent of the Board. Prior to obligating itself or indebteding itself or obligating itself in any manner beyond the term of this lease, DMH shall obtain the express written approval of the Board.

ARTICLE XIII

INDIGENT CARE

13.01. DMH shall pay all cost for indigent care, except those required by law to be paid by the County and as otherwise provided in this agreement. The cost of indigent care shall be incorporated into the tentative budget to be prepared by DMH as set forth in paragraph 14.01 of this agreement. It is contemplated by the lease that the indigent health care to be paid by the County is health care Taylor County residents receive outside the County and payable pursuant to the Health Care Responsibility Act.

13.02. The expenditures for the payment of indigent care claims shall meet all guidelines.

ARTICLE XIV

ANNUAL BUDGET

14.01. The cost of services to be provided by DMH as set forth and described in paragraph 5.01 may be supplemented by the Board through the budget system set forth and described in Chapter 129 F. S. 2001 as amended at the sole discretion of the Board.

14.02. DMH shall submit annually an audited financial statement to the Board.

14.03. The Board, at its discretion, may request DMH to provide quarterly status report. The County Auditor, at the Boards' direction, shall have access to all financial records of DMH during the fiscal terms of this lease.

14.04. Ambulance Services. DMH at the request of the Board manages Emergency Medical Service in Taylor County and acknowledges that the Board subsidizes the ambulance

service at a rate of \$37,500 per month. ~~Said subsidy shall cease upon DMH commencing operation at the new hospital site as described in Exhibit "B".~~

ARTICLE XV

BOARD OF DIRECTORS

15.01 The DMH Board of Directors terms for Taylor County members shall be for three (3) years, which shall alternate. The Board of Director may serve three (3) consecutive 3-year terms and then he or she will have to sit out for at least one (i) year before being re-appointed.

15.02 To fill the Board of Directors of DMH, the Board of County Commissioners shall advertise, interview and select Board of Directors of DMH members in discussion with DMH Board Chairman but at their sole discretion.

15.03 No current DMH employee shall serve on the Board of Director of DMH. A previous employee separated in good standing may be appointed to the DMH Board once 5 (five) years post employment has lapsed. Vendors may not serve on the Board of Directors of DMH.

15.04 Board Members appointed by DMH, Inc. partnership or affiliation will be appointed at the discretion of the partner organization.

15.05 Chairman of the DMH, Inc. Board of Directors is required to be a Taylor County Resident.

ARTICLE XVI

INTERLOCAL AGREEMENT JAIL/FIRE/RESCUE/ AND EMERGENCY MEDICAL SERVICES

Jail Medical Services

16.01 The County needs healthcare services for prisoners in the custody of the Taylor County Jail.

- 1) The Hospital will provide a physician to the Taylor County Jail up to two (2) hours a week and on-call Paramedic coverage to the Jail twenty-four (24) hours a day seven (7) days a week,
- 2) The Hospital shall follow the Florida Model Jail Standards as amended,
- 3) The Hospital will not charge the County for these services of the Physician or Paramedics,
- 4) The Physicians and paramedics shall be covered by the malpractice insurance of the Hospital.

16.02 The Hospital shall provide healthcare services to the county for its prisoners at the Hospital at a 40% discount off hospital charges.

16.03 The Hospital will invoice the County Administrator on or about the 5th of each month for the services rendered to the county prisoners during the previous calendar month.
Such invoices shall show at a minimum:

- 1) Name and location of the prisoner treated
- 2) Date(s) of care and/or services
- 3) Itemized bill of care/services rendered on such date(s)

- 4) The discount for the services
- 5) Amount to be paid

16.04 The County will use its best efforts to reimburse the Hospital for those services within 45 days receipt of the invoice.

Fire Rescue Medical Services

16.05 Interlocal Agreement Fire/Rescue Medical Director and Annual Physicals:

- 1) DMH provides to Taylor County Fire Rescue at no cost to the County the Services of the Medical Director to review protocols and provide guidance and direction to County Fire/Rescue.
- 2) Doctors Memorial Hospital will offer in a group setting to Taylor County Fire Fighters the following services to meet current regulatory annual medical evaluation requirements.
- 3) Regulatory required lab testing, Pulmonary Function Test (PFT), Treadmill Stress Test, Electrocardiogram (EKG), and Physical Examination based on current OSHA guidelines 1910.156, 1910.120 and 1910.134.
- 4) Services to be provided at an annual event will be provided at a bundled rate of \$255.00 per person. Additional services, tests or treatment may be requested at per service charge. Annual evaluations not bundled as a group will be at a rate of \$325.

- 5) Physician will sign and provide Taylor County with a Fire Brigade/Respirator Clearance Form verifying each Firefighter is cleared for duty per OSHA and NFPA guidelines.

ARTICLE XVII

INTERLOCAL FUEL AGREEMENT FOR EMS

17.02 Interlocal Fuel Agreement:

- 1) DMH runs and operates the EMS and needs fuel to operate the ambulances
- 2) The County agrees to sell fuel to DMH for the operation of the ambulances
- 3) DMH runs and operates the EMS and needs fuel to operate the ambulances

ARTICLE XVIII (old XV)

MUTUAL RELEASE

Mutual Release of Liability

For All Hazards Covered by Insurance

18.01. DMH and the Board and all parties claiming under them hereby mutually release and discharge each other to the extent of insurance coverage from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, except as stated in this agreement. This release will not apply when the carrier fails to pay a claim.

Both parties hereto covenant that each will not do or permit anything to be done on or about the lease premises that will effect, impair or contravene any policies of insurance that may be carried on the leased facilities or on any part thereof, and each will cooperate fully with the other party in obtaining such necessary insurance, as may be necessary or desirable in order to accomplish

the purposes of this lease or the provisions of any part thereof including filing of such necessary documents as may be required by State, Federal or Local authorities.

ARTICLE XIX (Old XVI)

SUBLEASING AND ASSIGNMENT

19.01. DMH shall not sublet the leased property in whole or in part for any purposes.

Assignment

19.02, DMH as lessee shall not assign this lease.

DMH's right to enter into partnership of affiliations

19.03 DMH has the right at its sole discretion, and to the benefit of Taylor County, to partner with or participate with a regional health care system.

ARTICLE XX (Old XVII)

GENERAL PROVISIONS

20.01. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. DMH hereby designates its address as 333 N. Bryon Butler Parkway, Perry, Florida 32347. The Board hereby designates Annie Mae Murphy, Clerk, Circuit Court, Taylor County, or other designee, at Post Office Box 620, Perry. Florida 32348, or at such other place as the Board may designate in writing.

Lease Binding Upon Successors and Assigns

20.02. The covenants, terms, conditions, provisions and undertakings in this lease or any renewals thereof shall extend and be binding upon the successors and assigns of the respective

parties hereto, as if they were in every case named and expressed and shall be construed as covenants running with the land; and whenever references made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

No Joint Venture or Partnership Between DMH and the County

20.03. The parties hereto state that they have not created and do not intend to create by this lease a joint venture or partnership relation between them, it being understood that the provisions of this lease with regard to DMH and the acceptance by the Board of a sum or payment does not constitute either a joint venture or partnership. The Board shall not be responsible for or assume any claim of DMH upon termination of the lease.

Enforcement

20.04. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

Modification

20.05. This lease contains the entire agreement between the parties, and shall not be modified in any manner except by an instrument in writing executed by the Board.

Execution

20.06. This lease may be simultaneously executed in several counterparts, each of which shall be the original and shall constitute but one and the same instrument.

Binding Effect

20.07. This lease shall be construed in accordance with the laws of the State of Florida and venue of any dispute shall be in Taylor County, Florida.

WITNESS our hands and seals the day and year first above written.

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

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
STEPHEN F. "BUDDY" MURPHY

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

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

September 19, 2013

VIA E-MAIL

Board of County Commissioners
Of Taylor County, Florida
% Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Dear Board:

I have reviewed the proposed Lease Agreement with Doctors Memorial Hospital, Inc., and make the following comments:

1. Paragraph 1.02 provides that "DMH has the right at its sole discretion, and to the benefit of Taylor County, to partner with or participate with a regional health care system. If DMH enters into a partnership, members of the DMH partnership may be appointed at the discretion of the partnership organization.

My concern would be that the Board of County Commissioners should know what that partnership agreement entails, because this lease gives DMH the sole discretion to partner with whomever they decide.

2. Paragraph 2.01 – When an initial term of 5 years expires, the lease automatically renew for 2 additional five years (so in effect this is a 15 year lease) not that I object to it, just want everyone to understand the length of this lease.
3. Paragraph 6.01 – DMH has to get the Board's permission to alter the premises, etc., if the cost exceeds \$100,000. Again, I don't have a problem with this but everyone needs to understand that the amount has been raised from the previous lease.
4. Paragraph 7.04 gives DMH the right to trade-in obsolete property for replacement equipment without the written consent of the Board. Previous DMH was to get written consent. The change also provides DMH will provide a list in writing of new acquisitions that cost \$1,000 or more.

5. Paragraph 8.02 – The new lease adds compliance with state and federal guidelines will be followed. What state and federal guidelines apply to right of entry?
6. Article XV appears to have been added and titled Board of Directors, in particular a review of 15.04 states “Board Members appointed by DMH, Inc., partnership or affiliation will be appointed at the discretion of the partner organization.” What does this mean?

I bring to the Board’s attention and I enclose a copy of the lease and the addendum to lease which provides for some provisions that you may want to include in the lease agreement, this addendum is dated September 10, 2008.


7. Article XVI provides for the jail medical services and fire rescue medical services which provides for items that the Board and DMH have been doing or at least part of these items, which you need to read carefully.
8. Article XVII – Interlocal Fuel Agreement For EMS – This again is something that I think the County and DMH are already doing, but have been put in the lease agreement.

I think it would be prudent of each commissioner to read the old lease plus attachments and then compare the new lease. Also if DMH anticipates entering into a partnership agreement, each commissioner should see that proposed agreement.

Special attention should be given to the two addendums, one dated September 10, 2008 and the addendum dated July 8, 2011 which removes paragraph 2 B of the addendum to lease dated September 10, 2008.

Thank you very much and if you have any questions, please feel free to call upon me.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

attachments

Cc: Hon. Annie Mae Murphy (via e-mail)
Mr. Jack Brown (via e-mail)
Geri Forbes (via e-mail)
G. Cline Moore (via e-mail)

AGREEMENT

THIS AGREEMENT is made and entered in to as of this 4 day of December 2001 by and between the TAYLOR COUNTY BOARD OF COMMISSIONERS ("COUNTY"), a political subdivision of the State of Florida, and DOCTORS' MEMORIAL HOSPITAL, INC. ("DMH").

WITNESSETH:

WHEREAS, DMH is the primary source of medical care for the citizens of Taylor County, and

WHEREAS, the people of Taylor County gave overwhelming approval to a 1% Sales Tax Levy ("Levy") in a referendum. The Levy is for a period not to exceed thirty years and is for the purpose of purchasing land, equipment, construction of a new hospital and services relating thereto, and

WHEREAS, the COUNTY has pledged revenues from said Levy for the purpose of making payments on Revenue Bonds issued by the COUNTY to purchase land, equipment and the construction of a new hospital for the people of Taylor County, and

WHEREAS, the revenues collected under the Levy may exceed the amount necessary to pay the principal and interest on the Bonds ("Bond Debt Service"), and

WHEREAS, DMH has been approved for two United States Department of Agriculture Rural Development Community Facilities Loan Program ('CF Loan'). A direct loan of \$1,000,000.00 and guaranteed loan of \$3,500,000.00 for refinancing existing equipment loans and financing the purchase of new equipment for the new hospital; and

WHEREAS, the 'CF Loan' will provide preferential rates and terms resulting in substantial savings for DMH, the County and the citizens of Taylor County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other valuable consideration receipt of which is acknowledged the parties agree as follows:

- 1) The recitals hereinabove set forth are incorporated by reference in this Agreement.
- 2) Revenues generated for the Levy shall be applied first to the payment of the principal and interest on the Bonds.
- 3) Revenues generated by the Levy in excess of those revenues required to satisfy the Bond Debt Service and when available, shall be applied to the payment and satisfaction of the 'CF Loans'.

4) DMH shall make available to the County net income as hereinafter defined to facilitate the retirement of the CF Loan Debt Service provided that:

a) DMH shall be entitled to bring its Operating Reserve Fund to a level that represents 120 days of average operating expenses.

To the extent that net income (free cash flow less change in working capital (current assets less current liabilities) and investment capital) exceeds \$1,000,000.00, DMH shall apply a portion of the funds in excess of the \$1,000,000.00 to prepay previously incurred CF Loans.

IN WITNESS WHEREOF, the Board of County Commissioners of Taylor County, Florida and Doctors' Memorial Hospital, Inc. have entered into this Agreement and have caused it to be executed by their duly authorized officers for and on behalf of the parties to this Agreement.



TAYLOR COUNTY, a political Subdivision of the State of Florida

(SEAL)

Annie Mae Murphy
Clerk of the Board of County Commissioners

By: Frank Russell
Chairman, Board of County Commissioners

DOCTORS' MEMORIAL HOSPITAL, INC.

(SEAL)

Malcolm Sage
Secretary of the Board of Directors

By: James S. Jones
Chairman, Board of Directors

G:\USER\CHARLIE\DMH\AGREEMENT\COUNTY.DMH

LEASE

This lease made and entered into this 4 day of December, 2001, by and between Doctors' Memorial Hospital, Inc., a Florida not-for-profit corporation, hereinafter referred to as "DMH" and the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Board".

DMH and the Board for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE I

Demise and Agreement to Amend By-Laws

1.01. The Board hereby leases to DMH and DMH hereby leases from the Board that certain property located in Perry, Taylor County, Florida, known as Doctors' Memorial Hospital, said legal description attached and marked Exhibit "A", and the real property where the new hospital is being constructed, said legal description being attached and marked Exhibit "B", together with all furniture, furnishings, fixtures and equipment used in the operation of the Hospital, which list of property is attached and marked Exhibit "C". All exhibits referred to collectively as the "leased property" or "leased premises", the lease of the property where the new hospital is being constructed (Exhibit B) will not take effect until occupied by DMH, with the following caveat when the new hospital is constructed and operating the real property, i.e., the old hospital property described in Exhibit "A" shall immediately revert to the Board.

1.02. DMH agrees to amend its By-Laws that all the members of the DMH Board of Directors shall be residents of Taylor County, Florida.

Transfer of Books and Records

1.03. At the termination of this lease, all records shall be transferred back to the Board, or its designee, subject to the laws pertaining to confidentiality and privilege, including patients' records made during the term or any extension thereof. DMH agrees to ensure that the certificate of need is transferred back to the Board and DMH shall execute whatever documents necessary to transfer licenses, etc., back to the Board to maintain the hospital subject to Florida law.

ARTICLE II

Term

2.01. The initial term of this lease shall be for four (4) years from the 20th day of Nov., 2001, through the 19th day of Nov., 2005. Upon the expiration of that initial term, this lease shall automatically renew for two (2) additional four (4) year terms.

ARTICLE III

The Option to Renew

3.01. This lease is for an initial term of four years. This lease will automatically be renewed for two (2) additional four (4) year terms upon the expiration of the initial term. The initial term and any renewal of this lease shall be subject to compliance with the provisions of Article X Default and Attorney's Fees.

3.02. Possession of Doctors' Memorial Hospital will revert to the Board in the event DMH determines to discontinue operation of facility. The hospital license shall be transferred to the Board upon termination of this lease subject to Florida law.

3.03. If DMH decides to terminate this lease or any renewal thereof, DMH shall continue to

operate and maintain possession of Doctors' Memorial Hospital for up to six (6) months after written notice to terminate is given by DMH to the Board, if financially solvent.

ARTICLE IV

Lease Payments and Approval

4.01. DMH shall pay the Board at Perry, Florida, annual rent of ONE HUNDRED FIFTY DOLLARS Dollars (\$ 150.00) per year, payable on June 1, 2002, and on June 1, each year during the terms of this lease and any renewal thereof. All payments are subject to DMH obtaining approval of all State, Federal and local regulatory authorities permitting DMH to operate Doctors' Memorial Hospital. Lease payments shall cease should the lease not be renewed. As further consideration for the granting of this lease DMH has agreed to the provisions herein including but not limited to those regarding the ownership of personal property and reversion of net reserves as set forth herein in Articles VII and XII.

ARTICLE V

Use of the Leased Premises and Quiet Enjoyment

5.01. DMH covenants and agrees to operate a not-for-profit, general acute care hospital as currently licensed for the diagnosis, treatment, and care of sick and injured persons, without discrimination on account of race, creed, color, national origin or sex, consistent with generally accepted principles of hospital financial management. DMH agrees not to deny emergency hospital care to any person based on the inability to pay and will operate an emergency room subject to the availability of qualified physicians and the needs of the community for urgent and emergency care. DMH shall have the right to refuse admittance of patients because of the lack of facilities, or to protect the welfare of patients already admitted, and to adopt and amend from time to time

appropriate rules respecting the admission of patients not inconsistent with provisions of this paragraph. DMH shall comply with all laws, rules, regulations and requirements of all Federal and State Governments, Agencies and Departments which are applicable to operating the hospital and shall at all times have in effect any licenses necessary for the operation of the hospital facilities as contemplated by this agreement. DMH shall not reduce the overall level of acute health care service currently provided at the hospital unless agreed upon by the parties or otherwise required by applicable law.

Quiet Enjoyment

5.02. DMH, upon the payment of the rent herein and upon performances of all the terms of this lease, shall at all times during the lease term or any extension or renewal of the terms, peaceably and quietly enjoy the leased property without any unreasonable disturbance from the Board or from any other person claiming through the Board.

ARTICLE VI

REAL PROPERTY

Improvements, Alterations and Additions

6.01. DMH shall have the right to improve, add to, or alter the lease premises and to install fixtures thereupon. Prior consent (which shall not be unreasonably withheld) must be obtained from the Board if the cost of such improvements, additions, alterations or fixture(s) is expected to exceed \$50,000.00.

6.02. All improvements, additions, alterations or fixtures installed upon and reasonably considered an integral part of the plan by DMH shall remain property of the Board upon termination of the lease.

Repairs and Maintenance

6.03. DMH shall keep and maintain the leased premises in good repair and operating condition, reasonable wear and tear excepted. The Board shall not be responsible for any repairs, maintenance, improvements, additions or alterations during the term of the lease or any extension thereof.

Utilities

6.04. DMH shall pay all charges for gas, electricity, lights, heat power and telephone and other communication services used, rendered or supplied upon in connection with the leased property.

ARTICLE VII

PERSONAL PROPERTY

7.01 DMH shall annually and no later than July 31st of each year, do a complete inventory of all tangible personal property (furniture, furnishings, fixtures and equipment used in the operation of the hospital). The inventory shall list the acquisition cost of the item and not the depreciated or book value. The item shall be assigned a property record number. The inventory shall include all items that have an acquisition cost of \$200.00 or more, including freight, installation and other associated costs. The inventory shall not include disposable items used in the ordinary course of doing business as a hospital. The list shall give the name of the item, the serial and model number, if available, date of purchase, vendor name and purchase price. Acquisition of any personal property shall be furnished to the BCC Clerk quarterly with the Quarterly Report.

Non-Replacement Property

7.02. DMH shall have the right to add and place upon the premises such equipment, fixtures or other property as it shall deem advisable. All personal property brought onto the premises by DMH, shall remain the property of Board.

Replacement Property

7.03. DMH may replace personal property made unusable by ordinary wear, tear and deterioration. Replacement property shall remain an asset of the Board and shall not be removed by DMH nor will DMH be entitled to reimbursement for the cost by the Board.

7.04. DMH shall have the right to trade-in obsolete property for replacement equipment, upon written consent of the Board. Any equipment obtained as a result of a trade-in shall be considered replacement equipment pursuant to Section 7.03.

Obsolete Property

7.05. If DMH, in its reasonable discretion, determines that any portion of the structures, which are not major structural changes, or if furnishings, machinery, equipment or other improvement constituting a part of the hospital facilities have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary and that its demolition or removal will not impair the structural soundness, efficiency or the economic value of the leased facilities, then DMH shall give written notice to the Board stating the reasons for removal or destruction, and this property shall be turned over to the Board for its own use or disposal.

7.06. Notwithstanding the provisions of paragraphs 7.02-7.05, title to personal property shall rest in DMH for the term of this lease and any renewal thereof for the purpose of obtaining

credit through loans from United States Department of Agriculture Rural Business Services ("USDARBS") an/or its assigns and other qualified lenders to purchase new equipment and other personal property and to allow for a perfected security interest therein.

ARTICLE VIII

Surrender of Possession

8.01. Should the lease not be renewed by DMH, or at the expiration or termination of any lease term, then DMH agrees to promptly surrender the leased premises to the Board without demand, in good condition, ordinary wear and tear (and damage by the elements of fire or act of God or by other cause beyond the reasonable control of DMH) excepted.

Right of Entry

8.02. The Board or its representative may enter the leased property, at any time, for the purpose of performing any reasonable inspection of the leased property, or performing work which is required under the terms of this lease.

ARTICLE IX

Insurance

9.01. In case of damage by fire or other casualty to the leased premises, if the damage is so extensive as to amount almost to the total destruction of the leased premises, then this lease shall terminate. In all other cases, where the lease property is damaged by fire or other casualty, if DMH determines rebuilding can be accomplished without ceasing operations as a hospital, the Board shall repair the damage to the extent insurance proceeds are available with reasonable dispatch. In the event insurance proceeds are insufficient to cover the repairs then DMH may make repairs pursuant to the provisions of the lease. In determining what constitutes reasonable dispatch,

consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Board's control.

Insurance Coverage

9.02. DMH agrees to maintain, or to procure from a good and responsible company or companies licensed to do business in Florida during the entire term of this lease or renewals thereof the following insurance coverage and to furnish proof of such coverage to the Board. DMH shall provide proof to the Board of all insurances annually.

(1) Commercial Liability Insurance in the amount to be determined and DMH will rely upon its agent and insurance experts to determine the coverage for loss from an accident resulting in bodily or injury to or death of persons for loss from an accident resulting in damage or destruction of property. Both parties shall review the coverage annually. County shall be named as additional insured.

(2) Professional Liability Insurance to cover the acts of its employees in amounts required by applicable law.

(3) DMH shall maintain at its expense, insurance coverage against destruction of the buildings and contents by fire and other hazards.

Failure to Pay Premium

9.03. If DMH fails to pay the premiums on policies and to provide the full insurance coverage required by this lease, the Board after first notifying DMH in writing of such failure to pay, may pay the premiums on such insurance or pay such other charges and all amounts so advanced therefore shall become an obligations from DMH to the Board. DMH must notify the Board immediately upon a failure of DMH to pay any insurance premium.

ARTICLE X
DEFAULT AND ATTORNEY'S FEES

Default

10.01. The following shall be events of default under this lease;

(a) Failure by DMH to make such payments as may be required under this lease and in accordance with the terms hereunder.

(b) Failure by either party to observe and perform any covenant, condition, or agreement on its part to be observed for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied.

(c) Failure to operate the premises pursuant to Section 5.01 after sixty (60) days written notice.

(d) Loss of licensure from the State of Florida, defalcations resulting in the loss of Medicare and Medicaid, filing of a petition for protection under the United States Bankruptcy Code.

(e) Unless otherwise provided herein, whenever any such event of default shall happen and be continuing, after written notice, either party may elect to terminate this lease and proceed to any adjustment of accounts, which adjustment shall be completed within thirty (30) days thereafter. In the event such termination and allocation of accounts cannot be satisfactorily made, then the other party may take whatever action at law or in equity may appear necessary or desirable to recover assets or funds, or to enforce any obligation or covenants under this lease. No remedy herein conferred is intended to be exclusive, and each shall be cumulative and shall be in addition to any

other remedies provided under this lease now or hereinafter.

Attorneys Fees and Cost

10.02. In the event either party shall default under any of the provisions of this lease, and the other party should find it necessary to employ attorneys or incur expenses for the collection of funds, the enforcement of or performance of or observance of any obligation, term or condition under this lease, then the party at default will on demand thereof pay to the other party free from fault, as the case may be, reasonable attorney's fees and such other expenses so incurred, whether suit is filed or not, consistent with Florida law.

Waiver

10.03. No additional waiver implied by one waiver. In the event any agreement, term and condition contained in this lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

INDEMNIFICATION

Liability for Claims, Injuries, Damages and Indemnities

11.01. Any and all claims for malpractice, personal injuries, wrongful death or property damages or claims arising from or in any way connected with the operation of leased premises or occurrences prior to the effective date of this lease shall remain the sole responsibility and obligation of DMH.

ARTICLE XII
TAXES AND REVENUES

Taxes

12.01. The parties hereto acknowledge that under present law, neither the income, profits (if any) and property of the Board nor DMH are subject to either Federal, State or Local taxation, and this fact, among others, induces, each of the parties to enter into this lease. DMH will make necessary filings required by law to protect the present exemption to the greatest extent possible.

Revenues

12.02. All revenue shall be retained by DMH for the benefit of Doctors Memorial Hospital. The revenue will be managed and utilized by DMH for the benefit of Doctors Memorial Hospital and the services it provides. Revenue not otherwise required for management of Doctors Memorial Hospital shall be used for improvement and maintenance of the leased premises. Upon dissolution of DMH, either voluntarily or involuntarily, or upon the cessation of the operation of a hospital in Taylor county, Florida by DMH, the net reserves of DMH shall transfer to the County. "Net reserves" shall be defined as the assets of DMH, including, but not limited to, the real property, personal property, including all furnishings, supplies, equipment, investments, and cash less the actual and bona fide outstanding liabilities of DMH. "Bona fide outstanding liabilities" shall not include contracts indebteding or obligating DMH beyond the terms of this lease without the express written consent of the Board. Prior to obligating itself or indebteding itself or obligating itself in any manner beyond the term of this lease, DMH shall obtain the express written approval of the Board.

ARTICLE XIII

Indigent Care

13.01. DMH shall pay all cost for indigent care, except those required by law to be paid by the County and as otherwise provided in this agreement. The cost of indigent care shall be incorporated into the tentative budget to be prepared by DMH as set forth in paragraph 14.01 of this agreement. It is contemplated by the lease that the indigent health care to be paid by the County is health care Taylor County residents receive outside the County and payable pursuant to the Health Care Responsibility Act.

13.02. The expenditures for the payment of indigent care claims shall meet all guidelines.

ARTICLE XIV

Annual Budget

14.01. The cost of services to be provided by DMH as set forth and described in paragraph 5.01 may be supplemented by the Board through the budget system set forth and described in Chapter 129 F. S. 2001 as amended at the sole discretion of the Board.

14.02. DMH shall submit annually an audited financial statement to the Board.

14.03. The Board, at its discretion, will request DMH to provide quarterly status report. The County Auditor, at the Boards' direction, shall have access to all financial records of DMH during the fiscal terms of this lease.

14.04. Ambulance Services. DMH acknowledges that the Board subsidizes the ambulance service at a rate of \$22,400.00 per month. Said subsidy shall cease upon DMH commencing operation at the new hospital site which is described in Exhibit "B".

ARTICLE XV

MUTUAL RELEASE

Mutual Release of Liability

For All Hazards Covered by Insurance

15.01. DMH and the Board and all parties claiming under them hereby mutually release and discharge each other to the extent of insurance coverage from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, except as stated in this agreement. This release will not apply when the carrier fails to pay a claim.

Both parties hereto covenant that each will not do or permit anything to be done on or about the lease premises that will effect, impair or contravene any policies of insurance that may be carried on the leased facilities or on any part thereof, and each will cooperate fully with the other party in obtaining such necessary insurance, as may be necessary or desirable in order to accomplish the purposes of this lease or the provisions of any part thereof including filing of such necessary documents as may be required by State, Federal or Local authorities.

ARTICLE XVI

Subleasing and Assignment

16.01. DMH shall not sublet the leased property in whole or in part for any purposes.

Assignment

16.02. DMH as lessee shall not assign this lease.

ARTICLE XVII

General Provisions

17.01. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. DMH hereby designates its address as 407 East Ash Street, Perry, Florida 32347. The Board hereby designates Annie Mae Murphy, Clerk, Circuit Court, Taylor County, or other designee, at Post Office Box 620, Perry, Florida 32348, or at such other place as the Board may designate in writing.

Lease Binding Upon Successors and Assigns

17.02. The covenants, terms, conditions, provisions and undertakings in this lease or any renewals thereof shall extend and be binding upon the successors and assigns of the respective parties hereto, as if they were in every case named and expressed and shall be construed as covenants running with the land; and whenever references made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

No Joint Venture or Partnership

17.03. The parties hereto state that they have not created and do not intend to create by this lease a joint venture or partnership relation between them, it being understood that the provisions of this lease with regard to DMH and the acceptance by the Board of a sum or payment does not constitute either a joint venture or partnership. The Board shall not be responsible for or assume any claim of DMH upon termination of the lease.

Enforcement

17.04. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

Modification

17.05. This lease contains the entire agreement between the parties, and shall not be modified in any manner except by an instrument in writing executed by the Board.

Execution

17.06. This lease may be simultaneously executed in several counterparts, each of which shall be the original and shall constitute but one and the same instrument.

Binding Effect

17.07. This lease shall be construed in accordance with the laws of the State of Florida and venue of any dispute shall be in Taylor County, Florida.

WITNESS our hands and seals the day and year first above written.

DOCTORS MEMORIAL HOSPITAL, INC.

BY: Wayne S. Jones

CHAIRPERSON

ATTEST: Malcolm Page

SECRETARY

CORPORATION:
STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 4th day of Dec, 2001, by Wayne Jones, as Chairman of the Board, and Malcolm Page, as Secretary of DOCTORS' MEMORIAL HOSPITAL, INC., a Florida corporation, on behalf of the corporation. Who both personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and (did/did not) take an oath.



Sydney D. Smith
NOTARY PUBLIC

Print: Sydney D. Smith
State of Florida at Large
My Commission Expires: 25 Feb 2005

THE BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

BY: Frank Russell
CHAIRPERSON

ATTEST: Annie Mae Murphy
CLERK

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 30th day of Nov., 2001, by Frank Russell, as Chairman and ANNIE MAE MURPHY, as Clerk as the Board of County Commission of Taylor County, Florida, who both personally appeared before me at the time of notarization, and is personally known to me or has produced as identification and who (did/did not) take an oath.

Cynthia G. Mock
NOTARY PUBLIC

Print: Cynthia G. Mock
State of Florida at Large



My Commission Expires:

EXHIBIT A

Doctors Memorial Hospital structures and land described as follows:

Begin at the Northwest corner of Block 5 of PEACOCK-HIGHLAND SUBDIVISION to the Town of Perry, Florida, thence run South along a projection of the West boundary of Block 5 to the Southwest corner of Block 6 in said Subdivision, thence run East along a projection of the South boundary of Block 6 to the Southeast corner of Block 8 in said Subdivision, thence run North along a projection of the East boundary of Block 8 to the Northeast corner of Block 3, thence run West along a projection of the North boundary line of Block 3 back to the point of beginning, all lying land being in the PEACOCK-HIGHLAND SUBDIVISION to the Town of Perry, Florida, according to a map or plat of said Subdivision on record in the office of the Clerk of the Circuit Court of Taylor County, Florida. LESS: Land on the North and East sides thereof conveyed for street right of way.

Physicians office building and land described as follows:

All of Lot three (3) of Block two (2) of PEACOCK HIGHLANDS SUBDIVISION, a plat of which is of record in the office of the Clerk of the Circuit Court of Taylor County, Florida.

003249

EXHIBIT 13

FILED 461 PAGE 425

Prepared by and return to:

MICHAEL S. SMITH

Attorney at Law

Smith, Smith, Moore & Smith, Attorneys at Law, P.A.

P.O. Drawer 579, 411 North Washington Street

Perry, Florida 32348

850-584-3812

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

JUN 04 2001

3:12P

RECORDED IN OFFICIAL
RECORD 461 PAGE 425-43
ANNIE MAE MURPHY

TAYLOR COUNTY, FLORIDA

Documentary Service \$ 70

Intangible Tax \$ 0

Due Date 06-04-01

ANNE MAE MURPHY, CLERK

By: *Glenn E. Loughridge*PERSONAL REPRESENTATIVES' RELEASE AND
CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY

28.50

The undersigned, GLENN E. LOUGHRIDGE, whose post office address is 525 Chestnut Street, Clearwater, Florida 33752; ANN LOUGHRIDGE KERR, whose post office address is 425 South Garden Avenue, Clearwater, Florida 33756; and THOMAS E. LOUGHRIDGE, whose post office address is 1866 Beverly Circle, Clearwater, Florida 33764, as personal representatives of the estate of KATHLEEN H. LOUGHRIDGE, deceased, hereby acknowledges that title to the real property located in TAYLOR County, Florida, owned by the decedent at the time of death, described as follows:

Parcel ID No.

Beginning at the Southwest corner of the Northeast Quarter of Section 23, Township 4 South, Range 7 East and run North 00 degrees 14 minutes 07 seconds West along the forty line, 1273.59 feet to the South right of way line of Julia Drive, thence run North 89 degrees 04 minutes 59 seconds East along said right of way line, 278.91 feet, thence run South 00 degrees 22 minutes 45 seconds East 558.40 feet, thence run North 88 degrees 31 minutes 09 seconds East 379.55 feet, thence run South 01 degree 30 minutes 42 seconds East 142.23 feet, thence run South 88 degrees 35 minutes 32 seconds West 42.13 feet, thence run South 01 degree 57 minutes 02 seconds West 329.99 feet, thence run North 88 degrees 30 minutes 39 seconds East 287.96 feet, thence run North 00 degrees 10 minutes 17 seconds West 133.33 feet, thence run North 88 degrees 29 minutes 51 seconds East 187.08 feet to the westerly right of way of U.S. Highway No. 19 & 27, thence run South 34 degrees 05 minutes 27 seconds East along said right of way line, 493.55 feet to the East boundary line of Northwest Quarter of the Southeast Quarter of said Section 23; thence run South 00 degrees 04 minutes 23 seconds East, along the forty line, 623.86 feet to the Southeast bank of Pimple Creek; thence run in a Southwesterly direction along said bank, South 47 degrees 58 minutes 12 seconds West 116.27 feet; thence continue along said bank South 43 degrees 07 minutes 40 seconds West 268.30 feet, thence run South 00 degrees 30 minutes 05 seconds West 3.88 feet to the Northerly right of way of Main Street; thence run North 89 degrees 29 minutes 59 seconds West along said Northerly right of way line, 1145.99 feet to a Point of curvature of a 193.70 foot right of way curve, concaved to the Southeast; thence run along the Arc of said curve 109.21 feet; (Arc length 109.21 Radius 193.70 Delta 32 degrees 18 minutes 11 seconds), thence leaving said right of way run North 89 degrees 29 minutes 45 seconds West 163.51 feet, thence run North 58 degrees 52 minutes 26 seconds West 1582.64 feet, thence run North 00 degrees 49 minutes 49 seconds West 78.01 feet, thence run North 89 degrees 00 minutes 07 seconds East 1690.18 feet to the POINT OF BEGINNING. Said parcel contains 68.02 acres, more or less. SUBJECT TO: A 50 foot wide easement, said easement being described as follows: OR BOOK 147 PAGE 389

A fifty foot easement for the purpose of ingress and egress, being 25 feet on each side of the centerline, said centerline being described as

1.
follows: Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 4 South, Range 7 East, thence run North 660 feet to the POINT OF BEGINNING of said centerline, thence run East 70 feet, more or less, to the centerline of a grade street or road running in a North and South direction across the Southwest Quarter of Northeast Quarter of said Section 23, Township 4 South, Range 7 East.
(the Property).

vested in the GLENN E. LOUGHRIDGE, ANN LOUGHRIDGE KERR, and THOMAS E. LOUGHRIDGE as Co-Successor Trustees of the KATHLEEN H. LOUGHRIDGE FAMILY TRUST of 1989, dated August 18, 1989, (the "Beneficiary"), by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for Pinellas County, Florida, Probate Division, in File No. 00-6542-E5, subject to rights of the personal representatives under § 733.607 and § 733.608 of the Florida Probate Code to take possession or control of the Property, or to use, sell, encumber or otherwise exercise control over the Property (1) for the payment of devises, debts, family allowance, estate and inheritance taxes, claims, charges, and expenses of administration (2) to enforce contribution and equalize advancement, or (3) for distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be released and distributed to the Beneficiaries, the personal representative hereby releases the Property from all rights and powers of the personal representative and acknowledges that the Property is vested in:

GLENN E. LOUGHRIDGE, ANN LOUGHRIDGE KERR and THOMAS E. LOUGHRIDGE
as Co-Successor Trustees of the KATHLEEN H. LOUGHRIDGE FAMILY TRUST
of 1989, dated August 18, 1989
525 Chestnut Street
Clearwater, Florida 33752

free of all rights of the personal representatives.

As Successor Co-Trustees of the KATHLEEN H. LOUGHRIDGE FAMILY TRUST of 1989, dated August 18, 1989, GLENN E. LOUGHRIDGE, ANN LOUGHRIDGE KERR and THOMAS E. LOUGHRIDGE shall have the independent power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this conveyance.

The Successor Co-Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this conveyance.

No person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- a) The written resignation of the prior trustee sworn to and acknowledged before a notary public.
- b) The order of a court of competent jurisdiction adjudicating the prior trustee incompetent, or removing said trustee for any reason.
- c) The written removal of a successor trustee and/or the appointment of an additional successor trustee by Grantor, sworn to and acknowledged before a notary public.

THIS CONVEYANCE is subject to restrictions, reservations, limitations, and easements of recorded, taxes for the year 2001 and subsequent years and all mortgages of record which the Grantee herein assumes and agrees to pay, if any.

AFFIDAVIT OF TRUST executed by the Co-Successor Trustees of this trust is attached hereto, made a part hereof, and marked as Exhibit 'A', and consists of two pages.

IN WITNESS WHEREOF, the undersigned, as Co-Successor Trustee of the estate of the decedent, has executed this instrument on February 9, 2001.

Executed in the presence of:

[Signature]
Witness: Michael S. Padgett
Witness: Michael S. Padgett

Glenn E. Loughridge (SEAU)
Glenn E. Loughridge, Co-Successor Trustee
of the Estate of Kathleen H. Loughridge

[Signature]
Witness: Michael S. Padgett
Witness: Michael S. Padgett

Ann Loughridge Kell (SEAU)
Ann Loughridge Kell, Co-Successor Trustee
of the Estate of Kathleen H. Loughridge

[Signature]
Witness: Michael S. Padgett
Witness: Michael S. Padgett

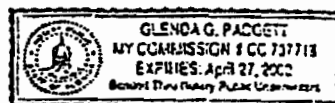
Thomas E. Loughridge (SEAU)
Thomas E. Loughridge, Co-Successor Trustee
of the Estate of Kathleen H. Loughridge

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me on this 9th day of Feb., 2001, by GLENN E. LOUGHRIDGE, as Co-Personal Representative of the estate of KATHLEEN H. LOUGHRIDGE, deceased, who personally appeared before me at the time of notarization.

(SEAU)

Glenn E. Loughridge
I personally known to me
I produced _____
as identification

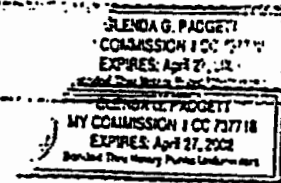


STATE OF FLORIDA
COUNTY OF TAYLOR

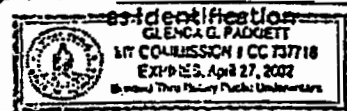
OFFICIAL
RECORD 461 PAGE 428

The foregoing Instrument was acknowledged before me on this 9th day of February 2001, by ANN LOUGHRIDGE KERR, as Co-Successor Trustee of the estate of KATHLEEN H. LOUGHRIDGE, deceased, who personally appeared before me at the time of notarization.

(SEAL)



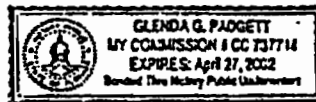
Glenda G. Padgett
I personally known to me
I produced



STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing Instrument was acknowledged before me on this 9th day of February 2001, by THOMAS E. LOUGHRIDGE, as Co-Successor Trustee of the estate of KATHLEEN H. LOUGHRIDGE, deceased, who personally appeared before me at the time of notarization.

(SEAL)



Glenda G. Padgett
I personally known to me
I produced
as Identification

FILED IN AMERICAN LOUGHRIDGE ESTATE, INC.

ADDENDUM TO LEASE

This Addendum to Lease entered into this 10 day of Sept, 2008, by and between Doctors' Memorial Hospital, Inc., a Florida not-for-profit corporation, hereinafter referred to as "DMH" and the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Board".

1. This Addendum is to be attached to and made a part of the current Lease between DMH and the Board.
2. In consideration of the Board continuing the Lease with DMH, DMH agrees to the following:
 - a. DMH shall amend its By-Laws to reflect that DMH will operate pursuant to the Sunshine Laws of the State of Florida by November 3, 2008.
 - b. All DMH Board of Director members appointed by the Board of County Commissioners shall be required to attend training for Board of Directors functions, with a minimum of five (5) days per year of applicable training. The Taylor County Board of County Commissioners will provide up to \$2,000.00 each year for each Board of Director for such training.
 - c. The DMH Board of Directors terms shall be for three (3) years which shall alternate. The Board of Director may serve three (3) consecutive 3-year terms and then he or she will have to sit out for at least one (1) year before being re-appointed.
 - d. To fill the Board of Directors of DMH, the Board of County

Commissioners shall advertise, interview and select Board of Directors of DMH members at their sole discretion.

- e. No DMH employee shall serve as a Board of Director of DMH. Vendors may not serve on the Board of Directors of DMH.

DATED this 10th day of September, 2008.

WITNESS:

William E. Pynes
Ella Jane Freeman

DOCTORS MEMORIAL HOSPITAL, INC.

BY: Joe Collins
CHAIRPERSON

ATTEST:

[Signature]
SECRETARY OF DMH

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 10th day of September 2008, by Joe Collins, as Chairperson of the Board, and Ella Jane Freeman, as Secretary of DOCTORS' MEMORIAL HOSPITAL, INC., a Florida corporation, on behalf of the corporation. Who both personally appeared before me at the time of notarization, and is personally known to me or has produced ___ as identification and (did/did not) take an oath.

Ella Jane Freeman
NOTARY PUBLIC



Print: _____
State of Florida at Large
My Commission Expires: _____

WITNESS:

James R. Brown
Ch. D. Limer

THE BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
VICE-CHAIRPERSON

ATTEST:

ANNIE MAE MURPHY, CLERK

STATE OF FLORIDA
COUNTY OF TAYLOR

Rudolph Parker
The foregoing instrument was acknowledged before me this 11th day of September
2008, by CLAY BETHLEA, as Chairperson and ANNIE MAE MURPHY, as Clerk as the
Board of County Commission of Taylor County, Florida, who both personally appeared
before me at the time of notarization, and is personally known to me or has produced
as identification and who (did/did not) take an oath.



Lawanda Pemberton

NOTARY PUBLIC

Print: Lawanda Pemberton
State of Florida at Large
My Commission Expires:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS A REQUEST FROM MR. BOB ROOT FOR AN ORDINANCE PERTAINING TO THE 2ND AMENDMENT RIGHTS, AS AGENDAED BY COMMISSIONER FEAGLE

MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to discuss a requested ordinance

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Commissioner Pam Feagle

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: See attached request

Options:

Attachments: Correspondence and Draft Ordinance

Dear Pam Feagle,

I'm writing today to request your sponsorship and support of a county ordinance to protect and preserve our Second Amendment rights. Below is a draft of the ordinance to be passed by the Board of County Commissioners.

I look forward to your support and response.

LOCAL 2ND AMENDMENT PRESERVATION ORDINANCE

AN Ordinance, which shall be known and may be cited as the "2nd Amendment Preservation Ordinance." To prevent federal infringement on the right to keep and bear arms; nullifying all federal acts in violation of the 2nd Amendment to the Constitution of the United States.

THE BOARD OF COMMISSIONERS OF TAYLOR COUNTY DO ENACT AS FOLLOWS:

SECTION 1: The TAYLOR County Board of Commissioners finds that:

A. The 2nd Amendment to the Constitution of the United States reads as follows, "A well regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed."

B. All federal acts, laws, orders, rules or regulations regarding firearms, firearms accessories, and ammunition are a violation of the 2nd Amendment

SECTION 2: PROHIBITION ON FEDERAL INFRINGEMENT OF THE RIGHT TO KEEP AND BEAR ARMS

A. The TAYLOR County Board of Commissioners declares that all federal acts, laws, orders, rules, regulations – past, present or future – in violation of the 2nd Amendment to the Constitution of the United States are not authorized by the Constitution of the United States and violate its true meaning and intent as given by the Founders and Ratifiers; and are hereby declared to be invalid in this county, shall not be recognized by this county, are specifically rejected by this county, and shall be considered null and void and of no effect in this county.

B. No agent, employee, or official of the COUNTY, or any corporation providing services to the COUNTY shall provide material support or participate in any way with the implementation of federal acts, orders, rules, laws or regulations in violation of the 2nd Amendment to the United States Constitution.

SECTION 3. REQUESTED INVOLVEMENT OF NEIGHBORING COMMUNITIES

The COUNTY of TAYLOR calls upon others local jurisdictions within the State of FLORIDA to join us in this action by passing a similar ordinance.

SECTION 4: URGING ACTION BY THE STATE GOVERNMENT

The COUNTY of TAYLOR requests that copies of this ordinance be immediately transmitted to each individual legislator that represents our district in the State government urging each to introduce similar legislation on a state-level during the next legislative session.

SECTION 5 EFFECTIVE DATE

A. This ordinance takes effect upon approval by the TAYLOR County Board of Commissioners.

Sincerely,
Bob Root
P. O. Box 681
Shady Grove, FL 32331

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS THE SOLID WASTE RESIDENTIAL HAULING PERMIT.

MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to discuss a solid waste residential hauling permit.

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Jack Brown, County Administrator

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: David Roberts proposed the idea of beginning a service to pick up residential trash and deposit it at County roll-off sites at the July Workshop. At the next regular meeting the Board tasked the County Administrator to work with Mr. Roberts to assist with the startup. The attached permit has been developed to allow for the proposed service.

Options:

Attachments: Solid Waste Residential Hauling Permit



APPLICATION FOR RESIDENTIAL SOLID WASTE HAULING SERVICES PERMIT

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: _____

Mailing Address: _____

Email Address: _____

Telephone No.: _____

2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative: _____

Mailing Address: _____

Email Address: _____

Telephone No.: _____

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

4. Applicant's Principals.

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name: _____

Address: _____

Title: _____

5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name: _____

Address: _____

Title: _____

6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. Fictitious Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.
- (c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

10. Prior Enforcement Issues.

- (a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b) Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

11. Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

12. Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

13. Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise acceptable to the County, if the company is not rated by A.M. Best.

- (a) Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a one million dollar (\$1,000,000) general aggregate. This policy must include the following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.
- (b) Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred

thousand dollars (\$500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.

- (c) Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and
- (d) Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

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

14. Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

15. Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.
- (b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c) The award of a Permit to the Applicant will be in the public interest.

16. Permit Agreement.

Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

17. Affidavit.

Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

18. Effective Date of Permit Agreement.

Please identify the date when the Applicant wants its Permit to take effect.

19. Attachments.

All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.



**TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS**

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____



**TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS**

Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____		Model: _____	I.D. #: _____	Year: _____

Street Address of Equipment Yard for Storage of Vehicles, Equipment, and Containers.

Address: _____



ADDITIONAL INFORMATION 9(a) – 10(c)

Summary of Applicant's experience - 9(a):

List of Communities Where Solid Waste Collection Services Have Been Provided - 9(b):

N/A ☐

Other Community Reference - 9(c):

N/A ☐

Name:

Address:

Telephone No.:

Name:

Address:

Telephone No.:

List of Communities Where Permit was Suspended or Revoked - 10(a):

N/A ☐

List of all Felony and Misdemeanor Convictions in Five Years - 10(b):

N/A ☐

List of all Civil Penalties and Liquidated Damages > \$5,000 - 10(c):

N/A ☐



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

RESIDENTIAL SOLID WASTE HAULING SERVICES

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

DONE AND EXECUTED this _____ day of _____, 201__.

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

Witness may hand and official seal this _____ day of _____, 201__.

NOTARY PUBLIC
My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 201__, by

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS SETTING ALL PUBLIC MEETINGS
AT 5:30 PM, AS AGENDAED BY COMMISSIONER FEAGLE.

MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to discuss setting a consistent meeting time

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Pam Feagle, County Commissioner

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: To alleviate the opportunity for confusion, the application of a consistent meeting time for all public meetings by the Board of County Commissioners has been proposed for discussion. The time of 5:30 PM has been suggested.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO REVIEW AND DISCUSS CATASTROPHIC INMATE
MEDICAL INSURANCE RENEWAL OPTIONS**



MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: **The Board to discuss catastrophic inmate insurance**

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Jack Brown, County Administrator

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board funds a catastrophic medical insurance plan to cover jail inmates in the case of medical emergencies. The current policy is set to expire at the end of the month and a renewal option needs to be selected. The Board's current plan premium is set at of \$0.59 per inmate per day and the Board has expended \$17,800 in its current fiscal year plan that took effect December 1, 2012.

Options:

Attachments: Inmate Insurance Policy Options

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Taylor County
Date of Quote: 09/13/2013
Insurance Carrier: United HealthCare-OptumHealth
Inmate Count: 88 Inmates

Hunt Insurance Group LLC / Willis
3606 Maclay Boulevard S, Ste 204
Tallahassee, FL 32312
(850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

- Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of **\$20,000 ADM** for the first three days and **\$12,000 ADM** for each day thereafter.

COVERAGE & PREMIUM BASIS:

	<u>Option 1</u>	<u>Option 2</u>
Limit of Coverage per Inmate:	\$250,000	\$250,000
Specific Deductible per Inmate:	\$30,000	\$35,000
Current Inmate Population:	88	88
Rate per Inmate, per Month:	\$17.93	\$16.40
Total Estimated Annual Premium:	\$18,934	\$17,318

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

Standard Terms and Conditions for Willis North America Retail Accounts

Please note the following terms and conditions related to your decision to utilize Willis to purchase insurance coverage, products and/or services:

Services and Responsibilities

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any material changes in your business operations that may affect our services or the insurance coverages we place for you. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the carrier may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.

The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, prepare or forward insurance binders, and review and transmit policies to you.

If your insurance risks are in more than one jurisdiction, we, where required, will liaise between you and insurers to agree how to apportion the premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis is acting in its capacity as an insurance broker. You

should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

We will review all binders, policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you, except as directed by you or stated herein. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We may share this information with other affiliated Willis companies in order to help provide our services and for matters connected with the management, development or operation of our and their business, and to the extent we do so, any such affiliated Willis companies will also keep your information confidential subject to our agreement with you. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. You also agree that we may aggregate and anonymise your information and may disclose to third parties certain anonymised or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an anonymised basis and as part of an industry or sector-wide comparison. In our use of the information that you provide us, we agree that we will comply with all applicable privacy laws, and that we have implemented and

will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

Carrier Quotes

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

Compensation and Conflicts of Interest

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by Willis in connection with your insurance placement.

To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Despite Willis' objections, many insurance carriers have imposed volume-based compensation in certain parts of the US employee benefits business. To continue to serve its clients in this business, Willis has no viable option but to accept this compensation, which it fully discloses, in medical lines only. Contingent commission agreements that Willis inherited with the acquisition of HRH expire in 2011. Willis may accept contingent compensation when it serves as an intermediary to another insurance producer.

WillPLACE, a proprietary online tool, provides Willis brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process. Your Willis broker will provide you with additional information on Willis Panels upon request.

Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount, per the schedule below:

<u>Premium Amount</u>	<u>Policy Service Fee</u>
<= \$5,000	\$10
\$5,001 - \$10,000	\$50
\$10,001 - \$25,000	\$100
>= \$25,001	\$250

The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to

accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Premium Financing

You may choose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available, but where they are, Willis currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

Premium Payment/Handling of Funds

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds directly to insurers. In other cases we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

Surplus Lines Placements

If a surplus lines, non-admitted and/or non-licensed insurer was used to quote your coverage, their premium rates, coverage terms and policy forms are not regulated by your home state. Their premium is subject to a surplus lines premium tax which is in addition to the premium. In the event of insolvency you will not be indemnified by any state guaranty fund for unpaid claims.

Claims

We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

Ethical Business Practice

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or

restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

Intellectual Property

Willis shall own and retain all right, title, and interest in and to the following (collectively, "Willis Property"): (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Property are hereby expressly reserved.

Electronic Communication

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

Other Agreements

To the extent there is a conflict between these terms and conditions and a separately negotiated and signed agreement between you and Willis, the relevant portions of the signed agreement will control.

Severability

The provisions of this agreement shall be severable and, in the event any provision or portion of any provision shall be construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

Termination

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

Choice of Law

Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

Inquiries and Complaints

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

THE WILLIS CLIENT BILL OF RIGHTS

Our Client Bill of Rights is our commitment to upholding the highest standards of integrity in our industry and delivering the Willis Value Experience.

At Willis, our culture and our actions are guided by the following principles:

1. Willis represents the client's best interests through our Client Advocacy Model. Willis' global resources and services are committed to understanding the client's company, its industry and its individual needs. Willis' customized recommendations and solutions will be driven by what is in the client's best interests. This is the centerpiece of the value Willis provides its clients.
2. At the commencement of every new engagement and at renewal thereafter, Willis will describe the service and value it provides and how it is compensated for it – in plain and simple language as part of our Terms of Business Agreement and our Willis Client Service model.
3. Willis will listen before it acts. Its partnerships with clients will be typified by clear, complete and candid communication.
4. Clients will have a toll-free number to give Willis feedback on the quality of its services. Clients can comment, critique and suggest areas for improvement. Willis values client input.
5. Willis will require that the training its Associates receive includes enhanced emphasis on their duty of care and full disclosure to clients.
6. Willis Associates are prohibited from accepting any gifts, entertainment or trips from insurers that could create the appearance of a conflict of interest with its clients.
7. Willis will not accept contingency compensation from insurers.*
8. Willis will conduct its business in accordance with its "best practices" guidelines, which are incorporated in our Willis Excellence Model.
9. Willis clients will receive the benefits of our *Glocal* approach to service: our global resources delivered locally to help clients realize their highest risk management and business objectives regardless of geography.
10. Adherence to these principles will be enforced by a series of enhanced internal controls, including regular compliance reviews, audits and review by the Audit Committee of the Willis Board of Directors.

Willis Toll-free Number: 800 234 8596

**Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.*

The Willis logo, featuring the word "Willis" in a large, bold, serif font, set against a dark, textured background.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO DISCUSS WORK ORDERS AND THE COUNTY
WORK ORDER SYSTEM.**



MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: **The Board to receive an update on the Work Order system**

Recommended Action: **Discussion**

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **Jack Brown, County Administrator**

Contact: **838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **County staff has been utilizing Teamwork Project Management as the County's work order system. This item seeks to update the Board on its application and discuss areas of improvement and coordination.**

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS REVISED DRAFT ADVISORY
COMMITTEE ATTENDANCE POLICY.

MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to receive an update on revisions to the
proposed Advisory Committee Attendance Policy

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Jack Brown, County Administrator

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Staff presented the Board with a draft Resident Advisory Committee Attendance policy at the August Workshop. Comments were received and incorporated in the attached revised version.

Options:

Attachments: Revised Draft Resident Advisory Committee Attendance Policy



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:

Title:

Effective Date:

Advisory Committee Attendance Policy

PURPOSE

Advisory Committees are established by the Board of County Commissioners to provide representative and expert advice on projects and programs affecting the public. Committees are governed by the same rules of procedure as the Commission making the sustainment of a quorum critical to achieving the goals and objectives of the committee. The purpose of this policy is to establish a procedure for the expulsion of Advisory Committee Members who do not attend regular committee meetings.

REFERENCE

Taylor County Board of County Commissioners Rules of Procedures

POLICY

(1) A member of an advisory committee established by the Board of County Commissioners shall be dismissed from service to the advisory committee when the member has recorded ~~three~~ two (23) consecutive unexcused absences from regularly scheduled meetings. The member shall be notified of their dismissal immediately following their ~~third~~ second (3rd 2nd) consecutive absence by certified, return receipt mail.

(a) For the purpose of this policy, an absence is determined to be "unexcused" if the committee member does not receive the consent of a majority of the advisory committee prior to or immediately following the absence.

(2) A member of an advisory committee established by the Board of County Commissioners shall be dismissed from service to the advisory committee when the member has been recorded as absent, excused or unexcused, in more than 50% of the regular scheduled meetings of the advisory committee for a year of service beginning and ending of the day of appointment for the committee member. The member shall be notified of their dismissal immediately following their appointment date by certified, return receipt mail.

(32) Should the dismissed member choose to appeal their dismissal the member must inform the Office of the County Administrator of their intention to appeal within seven (7)

calendar days of receipt of their notice of dismissal. If notice of appeal is received within this deadline, the County Administrator shall schedule the appeal to be heard by the Board of County Commissioners at their next regularly scheduled meeting. As the appointing authority, the Board shall make the final decision to uphold the dismissal or appeal. If an appeal is not received within the deadline, the County Administrator shall direct staff to immediately solicit to fill the vacancy. The incoming applicant shall serve the remaining term of the dismissed member, unless otherwise specified by the Board.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: 12/16/13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS ITS CAPITAL IMPROVEMENT PLAN.



MEETING DATE REQUESTED:

September 24, 2013 WORKSHOP

Statement of Issue: The Board to discuss its Capital Improvements Plan

Recommended Action: Discussion

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Jack Brown, County Administrator

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Staff has incorporated staff and commissioner comments and presents the current CIP for discussion.

Options:

Attachments: Taylor County Capital Improvements Plan