

## **SUGGESTED BOARD WORKSHOP AGENDA**

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**FEBRUARY 24, 2015 - 6:00 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 RECEIVE A PRESENTATION FROM GEOFF WALLAT, COUNTY MARINE AGENT, REGARDING THE PROGRESS OF THE ARTIFICIAL REEF PROGRAM.
2. THE BOARD TO DISCUSS VOLUNTEER FIREFIGHTER FACILITIES, OPERATIONS, AND PLANNING.
3. THE BOARD TO DISCUSS RECREATION PRACTICING AT THE SPORTS COMPLEX.
4. THE BOARD TO DISCUSS COUNTY PARK MAINTENANCE AND SERVICES.
5. THE BOARD TO DISCUSS A REQUEST FOR A GOLF CART CROSSING ON BUCKEYE CREDIT UNION ROAD.
6. THE BOARD TO RECEIVE AN UPDATE AND DISCUSS THE HIGHWAY 19 REVITALIZATION PROJECT.
7. THE BOARD TO RECEIVE AN UPDATE ON THE REQUESTED PART-TIME ANIMAL SHELTER EMPLOYEE.
8. THE BOARD TO DISCUSS REQUESTED IMPROVEMENTS AND SPEED LIMIT ADJUSTMENTS FOR CONTRACTORS' ROAD.

9. THE BOARD TO DISCUSS THE COUNTY ADMINISTRATOR'S PERFORMANCE REVIEW AND EMPLOYMENT CONTRACT.

10. THE BOARD TO REVIEW AND DISCUSS THE FOLLOWING POLICIES AND ORDINANCES:

A. WATER SHORTAGE ORDINANCE

B. TITLE VI NONDISCRIMINATION POLICY AND PROCEDURE

C. LOCAL STATE OF EMERGENCY PERSONNEL POLICY AND PROCEDURE

D. POLICY FOR SETTING PUBLIC HEARINGS

E. RECREATION PARTICIPANT CONDUCT POLICY AND PROCEDURE

INFORMATIONAL ITEMS:

MEETING ADJOURNED

[www.taylorcountygov.com](http://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 MARGARET DUNN, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.



# Visual Improvement Plan

**GOAL: Improve impressions at 40 mph for Perry for those who transit thru on US 19**  
**Make significant improvements < 1 year at achievable cost**

**Task:** City to upgrade US 19 appearance ordinance to equivalency of downtown appearance ordinance.

County to implement US 19 appearance ordinance for unincorporated areas from Fenholloway River to Sports Complex. Both ordinances to include certain botanical screening requirements for unused properties that are not entirely grass/trees/ornamental shrubs.

- A. Ordinance would require minimum appearance standards by property owners. If owners didn't voluntarily comply, code enforcement procedures would ensure compliance. Govt. entities would make the required improvements and place liens on property if property owner didn't comply after code procedure.

**Task:** County to implement tax abatement for heavily blighted properties to encourage economic development via sale of said properties. These are properties that are delinquent in tax payments, needing either demolition or removal of old cement foundations. Upon completion of agreed work reimbursement will occur.

**Task:** Implement a test DREAM Grant style program for the parts of 19 most in need. That is generally the section from Main Street south to Thomas Dumps Drive.

**Task:** Involve County Extension Agent & Master Gardner's for input and assistance in design of planters and tall plants to be used in visual enhancement

**Task:** Involve FDOT in signage improvements near/at 19 & Jefferson St intersection for direction to historic downtown. Also include "confidence building" interim signage along Jefferson into the historic downtown area. Jefferson Street to be, at least near term, the main traveler corridor to downtown. Jefferson provides the most "comfortable and visually secure" corridor to downtown for travelers of the options, and will also help to direct traffic by other business that aren't located in the traditional downtown area. Longer term, revitalization of Drew Street is the most viable option for consideration of another direct route downtown from 19.

**Task:** Finish design and finalize locations of highly visible and distinguished "Perry" signs at the north and south gateways to the main US 19 area.

**Task:** Start installation of planters and their plants at locations required by new ordinances that haven't been voluntarily done by property owners.

## 2013/2014 Expenditure Budget Request Worksheet

Account	Account Title	Current Year Budget @ 10/1/12	Department Request	% Increase (Decrease)	\$ Increase (Decrease)
-					
51200	REGULAR SALARIES & WAGES	0	1,675	0%	<b>1,675</b>
52110	FICA/MEDICARE TAXES	0	129	0%	<b>129</b>
52400	WORKERS COMPENSATION	0	40	0%	<b>40</b>
	Personal Services Roll-Up	0	1,844	0%	<b>1,844</b>
	Operating Expense Roll-Up				0
	Capital Outlay Roll-Up				0
	Total Department	0	1,844	0%	<b>1,844</b>



## **YEAR-ROUND WATER CONSERVATION MEASURES AND WATER SHORTAGE ORDINANCE**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA; PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT ON A COUNTYWIDE BASIS; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the jurisdiction of Taylor County includes lands located in the Suwannee River Water Management District; and,

**WHEREAS**, year-round water conservation measures are an integral component of long-term efforts to preserve and protect water supplies and water resources; and

**WHEREAS**, a water shortage or water shortage emergency may be declared from time to time by the Suwannee River Water Management District affecting Taylor County; and

**WHEREAS**, during such water shortage condition the amount of surface and groundwater supplies may become insufficient to meet current or anticipated demands; and

**WHEREAS**, upon the existence of such conditions it becomes imperative to the public well being that certain uses of water be restricted or curtailed and that available water resources be allocated; and

**WHEREAS**, the Suwannee River Water Management District has primary responsibility under

Chapter 373, Florida statutes, for regulating water use and allocating available water supplies during periods of water shortage; and

**WHEREAS**, the Suwannee River Water Management District is allowed, under Chapter 373, Florida statutes, to enter into interagency agreements to promote consistent regulation of projects spanning their boundaries; and

**WHEREAS**, the Suwannee River Water Management District and Taylor County have mutually determined that it would be advantageous, under most hydrologic conditions, for the population of Taylor County to be subject to one consistent set of temporary water shortage or water shortage emergency restrictions on a countywide basis; and

**WHEREAS**, the majority of the public water supplies and domestic wells that serve this population are currently located within the Suwannee River Water Management, indicating that the most logical set of related Rules to follow would be those of the Suwannee River Water Management District; and

**WHEREAS**, the Suwannee River Water Management District has adopted a "Water Shortage Plan", codified as Chapter 40B-21, Florida Administrative Code, for the purpose of allocating and conserving the water resource during periods of water shortage and maintaining a uniform approach towards water use restrictions; and

**WHEREAS**, Section 373.609, Florida Statutes, provides that it shall be the duty of county and municipal government officials to assist a Water Management District in the enforcement of Chapter 373, Florida Statutes, and any rules adopted thereunder, upon request by the Water Management District; and

**WHEREAS**, the Taylor County Board of County Commissioners hereby finds that adoption of this ordinance is appropriate, and in the public interest of citizens of this community; now therefore:

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY,**  
**FLORIDA: ARTICLE 1** Sections 1 through \_\_\_\_\_, Code of Ordinances, to be titled "Water

Conservation Measures and Water Shortage Regulations” is created as follows:

## **Section 1 INTENT AND PURPOSE**

It is the intent and purpose of this Article to protect the water resources of Taylor County from inefficient use and overutilization during periods of water shortage by assisting the Suwannee River Water Management District in the implementation of its Year-Round Water Conservation Measures and Water Shortage Plan.

## **Section 2 DEFINITIONS**

For the purpose of this Article the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- (a) **"District"** is the Suwannee River Water Management District.
- (b) **"Person"** is any person, firm, partnership, association, corporation, company, or organization of any kind.
- (c) **"Water resource"** means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground. Water resource, for purposes of this ordinance, does not mean saltwater.
- (d) **"Water shortage condition"** is when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.
- (e) **"Water shortage emergency"** means that situation when the powers which can be exercised under subsection 40B-21.621, Florida Administrative Code, are not sufficient to protect the public health,

safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

### **Section 3 APPLICATION OF ARTICLE**

The provisions of this Article shall apply to all persons using the water resource for lawn irrigation, landscape irrigation, and related outdoor uses such as car washing within the geographical areas determined by the District, whether from public or privately owned water utility systems, private wells, or private connections with surface water bodies. This Article shall not apply to persons using saltwater.

### **Section 4 AMENDMENTS TO YEAR-ROUND WATER CONSERVATION MEASURES WATER SHORTAGE PLAN**

All portions of Chapter 40B-21, Florida Administrative Code, WATER SHORTAGE PLAN, dealing with lawn irrigation, landscape irrigation, and related outdoor water use, as each may be amended from time to time, are incorporated herein by reference as a part of the Taylor County Code of Ordinances.

### **Section 5 APPLICABILITY OF YEAR-ROUND WATER CONSERVATION MEASURES**

In the absence of a declaration of a water shortage or water shortage emergency within all or any part of Taylor County by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water conservation measures adopted by the District applicable to Taylor County, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

### **Section 6 DECLARATION OF WATER SHORTAGE; WATER SHORTAGE EMERGENCY**

Upon declaration of a water shortage or water shortage emergency within all or any part of Taylor County by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water shortage restrictions adopted by the District applicable to Taylor County, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative 10 Code, or any order issued pursuant thereto, shall be a violation of this Article.

### **Section 7 ENFORCEMENT**

In addressing residential violations, county staff shall provide an educational approach that emphasizes environmental awareness in order to achieve compliance prior to initiating

enforcement action with the use of the provisions of Chapter 2, Article V, Division 1 (Sec. 2-126 Civil infractions), Taylor County Code.

The provisions of this chapter may be enforced using the code enforcement board process of Chapter 162, Florida Statutes, Part 1, or the civil citation process of Chapter 162, Florida Statutes, Part II and Chapter 2, Article V, Division 2, Taylor County Code.

### **Section 8 PENALTIES**

Violation of any provision of this Article shall be subject to penalties as adopted by Resolution of the Board of County Commissioners at the time of the declaration of the water shortage or water shortage emergency and as may be amended or affirmed from time to time dependent on the severity of the shortage and it's anticipated duration.

### **SECTION 9 SEVERABILITY**

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

### **SECTION 10 INCLUSION IN THE CODE**

It is the intention of the Taylor County Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Taylor County Code of Ordinances; and that the Sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other phrase in order to accomplish such intentions.

### **SECTION 11 EFFECTIVE DATE**

This Ordinance shall take effect immediately upon adoption **PASSED AND DULY ADOPTED** by the Taylor County Board of County Commissioners, Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



## EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this 22<sup>nd</sup> day of April, 2014, with a first day of employment of May 15, 2014, by and between Taylor County, Florida, a political subdivision of the State of Florida, hereafter referred to as the "County" and Dustin M. Hinkel referred to as the "Employee".

WHEREAS, the County desires to employ the services of said Employee as County Administrator of Taylor County; and

WHEREAS, the County desires to (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Employee's services at such a time as he may be unable to fully discharge his duties due to disability or when the County may otherwise desire to terminate his employment; and

WHEREAS, the Employee desires to accept employment as County Administrator of said County; and

WHEREAS, the Employee and the County desire to set forth in writing their understanding with respect to the Employee's employment by the County;

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

### SECTION 1. Employment.

#### A. Duties and Authority.

The County hereby agrees to employ said Employee as County Administrator of Taylor County to perform the functions and duties as specified below. In this position, the Employee will have the powers of County Administrator, subject to the control of the Board of County Commissioners of Taylor County, Florida. The Employee will be primarily responsible for carrying out all orders, ordinances and resolutions of the Board of County Commissioners. The Employee shall serve as chief administrative officer of Taylor County and the administrative head of County government.

The Employee shall execute his duties under the direction of the Board of County Commissioners and shall be responsible to the Board of County Commissioners. The Employee shall work as directed by the Board of Commissioners and shall not be directed by an individual commissioner. However, any County Commissioner may meet with the County Administrator to discuss his or her concerns.

Employee agrees to devote his full time, attention and best efforts to the performance of the employment hereunder. Employee will not, during the term of this agreement, directly or indirectly engage in any business, either as an employee, employer, consultant, principal, corporate officer or corporate director or in any other capacity, whether or not compensated without prior written consent of the County.

(1) The Employee as detailed in F.S. Chapter 125.74. County Administrator is responsible for the administration of all departments responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board. To that end, the Employee has, by way of enumeration and not by way of limitation, has the following specific powers and duties to:

(a) Administer and carry out the directives and policies of the board of county commissioners and enforce all orders, resolutions, ordinances, and regulations of the board to assure that they are faithfully executed.

(b) Report to the board on action taken pursuant to any directive or policy within the time set by the board and provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

(c) Provide the board, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the board.

(d) Prepare and submit to the board of county commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

(e) Establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

(f) Prepare and submit to the board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit his recommendations.

(g) Supervise the care and custody of all county property.

(h) Recommend to the board a current position classification and pay plan for all positions in county service.



- (i) Develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.
  - (j) Organize the work of county departments, subject to an administrative code developed by the administrator and adopted by the board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the board.
  - (k) Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the board. However, the employment of all department heads shall require confirmation by the board of county commissioners.
  - (l) Suspend, discharge, or remove any employee under the jurisdiction of the board pursuant to procedures adopted by the board.
  - (m) Negotiate leases, contracts, and other agreements, including consultant services, for the county, subject to approval of the board, and make recommendations concerning the nature and location of county improvements.
  - (n) See that all terms and conditions in all leases, contracts, and agreements are performed and notify the board of any noted violation thereof.
  - (o) Order, upon advising the board, any agency under the administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.
  - (p) Attend all meetings of the board with authority to participate in the discussion of any matter.
  - (q) Perform such other duties as may be required by the board of county commissioners.
- (2) It is the intent of the Board of County Commissioner to grant to the county administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the board of county commissioners as the governing body of the county pursuant to s. 1(e), Art. VIII of the State Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its role as the policy-setting governing body of the county.

## SECTION 2. Terms

A. The initial term of this Agreement shall be for a period of one (1) year commencing on May 15, 2014, and extending through May 14, 2015. Further renewals or extensions will be negotiated between the Employee and County.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the County to the services of the Employee at any time, subject only to the provisions set forth in Section 3, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time his position with the County, subject only to the provisions set forth in Section 3, of this Agreement.

### SECTION 3. Termination and Severance Pay

A. In the event the Employee is terminated by the County before expiration of any term of employment, or if this Agreement is not renewed at the end of any term of employment, and such termination or failure to renew this agreement is during a time that the Employee is willing and able to perform his duties under this Agreement, then in that event the County shall pay the Employee on the final day of his employment, liquidated damages in an amount equal to three (3) months of salary and benefits. The compensation and benefits shall be calculated at the then existing gross annual compensation and benefits package. Provided, however, that in the event the Employee is terminated due to conviction of a felony or willfully breaches the conditions set forth in this Agreement, then, in either event, the County shall have no obligation to pay any sums designated in this paragraph.

B. In the event the County at any time during the term of this Agreement reduces the salary or other financial benefits of the Employee, or in the event the County refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a formal request to do so by the County, then in any of these events the Employee may, at his option, be deemed to be "terminated" at the date of such event as contemplated by Section 3 A. If the Employee elects to be deemed "terminated" as contemplated by Section 3 A, then Employee shall be entitled to receive the liquidated damages set forth in Section 3 A.

C. In the event the Employee voluntarily resigns his position with the County before expiration of the aforesaid term of his employment, then the Employee shall give the County ninety (90) days notice in advance of any such resignation, unless the parties otherwise agree.

D. In the event the Employee dies during the term of this Agreement, this Agreement shall terminate immediately.

### SECTION 4. Salary

The County agrees to pay the Employee for his services rendered pursuant hereto an annual base salary of eighty-five thousand dollars (\$85,000.00) payable bi-weekly.

### SECTION 5. Health, Life Insurance, and FMLA

The County shall pay the full amount required annually for the cost of an employee portion and the County's portion for the spousal health plan with the County's current health insurance provider.

The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice his annual salary payable to the beneficiary or beneficiaries as designated by the Employee.

The County shall provide up to a maximum of twelve (12) weeks of salary and benefits to

the Employee due to his inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the Family Medical Leave Act (FMLA).

If the employee is not back to work at the end of 12 weeks due to the Employee's inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the FMLA, the Board of County Commissioners may terminate the Contract at its discretion.

#### SECTION 6. Retirement

Employee chooses to participate in the Senior Management Service Class of the Florida Retirement System.

#### SECTION 7. Leave Accruals

A. The Employee shall begin his employment with his current balance of accrued annual leave and shall earn 160 hours annually on his original hire date, December 7.

B. The Employee shall begin his employment with his current balance of accrued sick leave and shall thereafter earn the same amount of sick leave as other employees of the County up to the maximum.

#### SECTION 8. Dues and Subscriptions

A The County shall budget and pay for the professional dues, subscriptions and related expenses of the Employee necessary for his full participation in the Florida Manager's Association and the Florida Association of Counties and for official travel, consistent with Florida Statutes.

#### SECTION 9. Automobile

The County shall furnish the Employee with his choice of an automobile from the County's fleet.

#### SECTION 10. Relocation Expenses.

Not Applicable.

#### SECTION 11 Bonding

The County shall bear the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### SECTION 12. Other Terms and Conditions of employment.

A. The Board of County Commissioners, in consultation with the County Administrator, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

B. The Employee shall be entitled to all other benefits provided to employees of the

County, except as otherwise modified herein.

C. The Employee shall be entitled to receive any and all collateral or employment benefits and working conditions as are now or are in the future accorded to department directors by the County except insofar as this document provides for a greater benefit, in which case this document shall control.

D. The County shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand, ethics charge or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. This provision is subject to Chapter 768.28 of the Florida Statutes and the County shall pay no more than is authorized by said statute. The County shall not be liable in tort and save harmless or indemnify the Employee for acts or omissions by the Employee while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard human rights, property. The County waives none of the provisions of Chapter 768.28 of the Florida Statutes, A copy of Chapter 768.28 is attached herein and marked Exhibit A.

#### SECTION 13. Notices.

Any notice provided for in this agreement shall be given in writing. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notices shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notices shall be properly addressed to the parties at their respective addresses or to any such other address as may be specified by either party.

“Employee” address – Address should be the address on file for residence with the Human Resources Department.

“County” address – Post Office Box 620, Perry, Florida 32348 – Attention “Chairperson”

Annual Performance Review - The County Administrator is subject to an annual performance review with the format to be agreed upon by the Board and the County Administrator.

#### SECTION 14. General Provisions

A. This Agreement contains the entire Agreement and supersedes all prior agreements and understandings, oral or written; with respect to the subject matter hereof This Agreement may be changed only by an Agreement in writing, signed by both parties.

B. The waiver by the County of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach of this Agreement.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Taylor County, Florida shall be the only venue for any litigation arising out of this

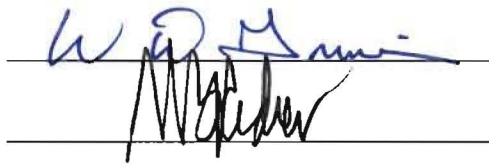
Agreement

D. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

E. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 22<sup>nd</sup> day of April, 2014.

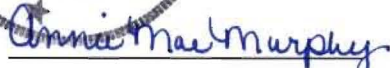
WITNESS:

  
\_\_\_\_\_

  
Dustin M. Hinkel

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DUSTIN M. HINKEL, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.



  
ANNIE MAE MURPHY  
CLERK

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, MALCOLM PAGE, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 22<sup>nd</sup> day of April, 2014.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

  
MALCOLM PAGE, CHAIRMAN,  
BOCC

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES





awarded for the benefit of a minor child or an incompetent pursuant to the Florida Guardianship Law.

*History.*—s. 1, ch. 72-35.

**768.24 Death of a survivor before judgment.**—A survivor's death before final judgment shall limit the survivor's recovery to lost support and services to the date of his or her death. The personal representative shall pay the amount recovered to the personal representative of the deceased survivor.

*History.*—s. 1, ch. 72-35; s. 1170, ch. 97-102.

**768.25 Court approval of settlements.**—While an action under this act is pending, no settlement as to amount or apportionment among the beneficiaries which is objected to by any survivor or which affects a survivor who is a minor or an incompetent shall be effective unless approved by the court.

*History.*—s. 1, ch. 72-35.

**768.26 Litigation expenses.**—Attorneys' fees and other expenses of litigation shall be paid by the personal representative and deducted from the awards to the survivors and the estate in proportion to the amounts awarded to them, but expenses incurred for the benefit of a particular survivor or the estate shall be paid from their awards.

*History.*—s. 1, ch. 72-35.

**768.28 Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs.**—

(1) In accordance with s. 13, Art. X of the State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. Actions at law against the state or any of its agencies or subdivisions to recover damages in tort for money damages against the state or its agencies or subdivisions for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant, in accordance with the general laws of this state, may be prosecuted subject to the limitations specified in this act. Any such action may be brought in the county where the property in litigation is located or, if the affected agency or subdivision has an office in such county for the transaction of its customary business, where the cause of action accrued. However, any such action against a state university board of trustees shall be brought in the county in which that university's main campus is located or in the county in which the cause of action accrued if the university maintains therein a substantial presence for the transaction of its customary business.

(2) As used in this act, "state agencies or subdivisions" include the executive departments, the Legislature, the judicial branch (including public defenders), and the independent establishments of the state, including state university boards of trustees; counties

and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities, including the Florida Space Authority.

(3) Except for a municipality and the Florida Space Authority, the affected agency or subdivision may, at its discretion, request the assistance of the Department of Financial Services in the consideration, adjustment, and settlement of any claim under this act.

(4) Subject to the provisions of this section, any state agency or subdivision shall have the right to appeal any award, compromise, settlement, or determination to the court of appropriate jurisdiction.

(5) The state and its agencies and subdivisions shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability shall not include punitive damages or interest for the period before judgment. Neither the state nor its agencies or subdivisions shall be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. However, a judgment or judgments may be claimed and rendered in excess of these amounts and may be settled and paid pursuant to this act up to \$200,000 or \$300,000, as the case may be; and that portion of the judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature. Notwithstanding the limited waiver of sovereign immunity provided herein, the state or an agency or subdivision thereof may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the Legislature, but the state or agency or subdivision thereof shall not be deemed to have waived any defense of sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortious acts in excess of the \$200,000 or \$300,000 waiver provided above. The limitations of liability set forth in this subsection shall apply to the state and its agencies and subdivisions whether or not the state or its agencies or subdivisions possessed sovereign immunity before July 1, 1974.

(6)(a) An action may not be instituted on a claim against the state or one of its agencies or subdivisions unless the claimant presents the claim in writing to the appropriate agency, and also, except as to any claim against a municipality or the Florida Space Authority, presents such claim in writing to the Department of Financial Services, within 3 years after such claim accrues and the Department of Financial Services or the appropriate agency denies the claim in writing; except that, if:

1. Such claim is for contribution pursuant to s. 768.31, it must be so presented within 6 months after the judgment against the tortfeasor seeking contribution has become final by lapse of time for appeal or after appellate review or, if there is no such judgment, within 6 months after the tortfeasor seeking contribution has either discharged the common liability by payment or

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agreed, while the action is pending against her or him, to discharge the common liability; or

2. Such action is for wrongful death, the claimant must present the claim in writing to the Department of Financial Services within 2 years after the claim accrues.

(b) For purposes of this section, the requirements of notice to the agency and denial of the claim pursuant to paragraph (a) are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues.

(c) The claimant shall also provide to the agency the claimant's date and place of birth and social security number if the claimant is an individual, or a federal identification number if the claimant is not an individual. The claimant shall also state the case style, tribunal, the nature and amount of all adjudicated penalties, fines, fees, victim restitution fund, and other judgments in excess of \$200, whether imposed by a civil, criminal, or administrative tribunal, owed by the claimant to the state, its agency, officer or subdivision. If there exists no prior adjudicated unpaid claim in excess of \$200, the claimant shall so state.

(d) For purposes of this section, complete, accurate, and timely compliance with the requirements of paragraph (c) shall occur prior to settlement payment, close of discovery or commencement of trial, whichever is sooner; provided the ability to plead setoff is not precluded by the delay. This setoff shall apply only against that part of the settlement or judgment payable to the claimant, minus claimant's reasonable attorney's fees and costs. Incomplete or inaccurate disclosure of unpaid adjudicated claims due the state, its agency, officer, or subdivision, may be excused by the court upon a showing by the preponderance of the evidence of the claimant's lack of knowledge of an adjudicated claim and reasonable inquiry by, or on behalf of, the claimant to obtain the information from public records. Unless the appropriate agency had actual notice of the information required to be disclosed by paragraph (c) in time to assert a setoff, an unexcused failure to disclose shall, upon hearing and order of court, cause the claimant to be liable for double the original undisclosed judgment and, upon further motion, the court shall enter judgment for the agency in that amount. Except as provided otherwise in this subsection, the failure of the Department of Financial Services or the appropriate agency to make final disposition of a claim within 6 months after it is filed shall be deemed a final denial of the claim for purposes of this section. For purposes of this subsection, in medical malpractice actions and in wrongful death actions, the failure of the Department of Financial Services or the appropriate agency to make final disposition of a claim within 90 days after it is filed shall be deemed a final denial of the claim. The statute of limitations for medical malpractice actions and wrongful death actions is tolled for the period of time taken by the Department of Financial Services or the appropriate agency to deny the claim. The provisions of this subsection do not apply to such claims as may be asserted by counterclaim pursuant to s. 768.14.

(7) In actions brought pursuant to this section, process shall be served upon the head of the agency concerned and also, except as to a defendant municipality or the Florida Space Authority, upon the Department of Financial Services; and the department or the agency concerned shall have 30 days within which to plead thereto.

(8) No attorney may charge, demand, receive, or collect, for services rendered, fees in excess of 25 percent of any judgment or settlement.

(9)(a) No officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, such officer, employee, or agent shall be considered an adverse witness in a tort action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. The exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the state or any of its subdivisions or constitutional officers shall be by action against the governmental entity, or the head of such entity in her or his official capacity, or the constitutional officer of which the officer, employee, or agent is an employee, unless such act or omission was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The state or its subdivisions shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of her or his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

(b) As used in this subsection, the term:

1. "Employee" includes any volunteer firefighter.
2. "Officer, employee, or agent" includes, but is not limited to, any health care provider when providing services pursuant to s. 766.1115; any nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, and its employees or agents, when providing patient services pursuant to paragraph (10)(f); and any public defender or her or his employee or agent, including, among others, an assistant public defender and an investigator.

(c) For purposes of the waiver of sovereign immunity only, a member of the Florida National Guard is not acting within the scope of state employment when performing duty under the provisions of Title 10 or Title 32 of the United States Code or other applicable federal law; and neither the state nor any individual may be named in any action under this chapter arising from the performance of such federal duty.

(d) The employing agency of a law enforcement officer as defined in s. 943.10 is not liable for injury, death, or property damage effected or caused by a



person fleeing from a law enforcement officer in a motor vehicle if:

1. The pursuit is conducted in a manner that does not involve conduct by the officer which is so reckless or wanting in care as to constitute disregard of human life, human rights, safety, or the property of another;

2. At the time the law enforcement officer initiates the pursuit, the officer reasonably believes that the person fleeing has committed a forcible felony as defined in s. 776.08; and

3. The pursuit is conducted by the officer pursuant to a written policy governing high-speed pursuit adopted by the employing agency. The policy must contain specific procedures concerning the proper method to initiate and terminate high-speed pursuit. The law enforcement officer must have received instructional training from the employing agency on the written policy governing high-speed pursuit.

(10)(a) Health care providers or vendors, or any of their employees or agents, that have contractually agreed to act as agents of the Department of Corrections to provide health care services to inmates of the state correctional system shall be considered agents of the State of Florida, Department of Corrections, for the purposes of this section, while acting within the scope of and pursuant to guidelines established in said contract or by rule. The contracts shall provide for the indemnification of the state by the agent for any liabilities incurred up to the limits set out in this chapter.

(b) This subsection shall not be construed as designating persons providing contracted health care services to inmates as employees or agents of the state for the purposes of chapter 440.

(c) For purposes of this section, regional poison control centers created in accordance with s. 395.1027 and coordinated and supervised under the Division of Children's Medical Services Prevention and Intervention of the Department of Health, or any of their employees or agents, shall be considered agents of the State of Florida, Department of Health. Any contracts with poison control centers must provide, to the extent permitted by law, for the indemnification of the state by the agency for any liabilities incurred up to the limits set out in this chapter.

(d) For the purposes of this section, operators, dispatchers, and providers of security for rail services and rail facility maintenance providers in the South Florida Rail Corridor, or any of their employees or agents, performing such services under contract with and on behalf of the South Florida Regional Transportation Authority or the Department of Transportation shall be considered agents of the state while acting within the scope of and pursuant to guidelines established in said contract or by rule.

(e) For purposes of this section, a professional firm that provides monitoring and inspection services of the work required for state roadway, bridge, or other transportation facility construction projects, or any of the firm's employees performing such services, shall be considered agents of the Department of Transportation while acting within the scope of the firm's contract with the Department of Transportation to ensure that the project is constructed in conformity with the project's

plans, specifications, and contract provisions. Any contract between the professional firm and the state, to the extent permitted by law, shall provide for the indemnification of the department for any liability, including reasonable attorney's fees, incurred up to the limits set out in this chapter to the extent caused by the negligence of the firm or its employees. This paragraph shall not be construed as designating persons who provide monitoring and inspection services as employees or agents of the state for purposes of chapter 440. This paragraph is not applicable to the professional firm or its employees if involved in an accident while operating a motor vehicle. This paragraph is not applicable to a firm engaged by the Department of Transportation for the design or construction of a state roadway, bridge, or other transportation facility construction project or to its employees, agents, or subcontractors.

(f) For purposes of this section, any nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, or any of its employees or agents, and which has agreed in an affiliation agreement or other contract to provide, or permit its employees or agents to provide, patient services as agents of a teaching hospital, is considered an agent of the teaching hospital while acting within the scope of and pursuant to guidelines established in the affiliation agreement or other contract. To the extent allowed by law, the contract must provide for the indemnification of the teaching hospital, up to the limits set out in this chapter, by the agent for any liability incurred which was caused by the negligence of the college or university or its employees or agents. The contract must also provide that those limited portions of the college, university, or medical school which are directly providing services pursuant to the contract and which are considered an agent of the teaching hospital for purposes of this section are deemed to be acting on behalf of a public agency as defined in s. 119.011(2).

1. For purposes of this paragraph, the term:

a. "Employee or agent" means an officer, employee, agent, or servant of a nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, including, but not limited to, the faculty of the medical school, any health care practitioner or licensee as defined in s. 456.001 for which the college or university is vicariously liable, and the staff or administrators of the medical school.

b. "Patient services" mean:

(I) Comprehensive health care services as defined in s. 641.19, including any related administrative service, provided to patients in a teaching hospital;

(II) Training and supervision of interns, residents and fellows providing patient services in a teaching hospital; or

(III) Training and supervision of medical students in a teaching hospital.

c. "Teaching hospital" means a teaching hospital as defined in s. 408.07 which is owned or operated by the state, a county or municipality, a public health trust, special taxing district, a governmental entity havin



health care responsibilities, or a not-for-profit entity that operates such facility as an agent of the state, or a political subdivision of the state, under a lease or other contract.

2. The teaching hospital or the medical school, or its employees or agents, must provide notice to each patient, or the patient's legal representative, that the college or university that owns or operates the medical school and the employees or agents of that college or university are acting as agents of the teaching hospital and that the exclusive remedy for injury or damage suffered as the result of any act or omission of the teaching hospital, the college or university that owns or operates the medical school, or the employees or agents of the college or university, while acting within the scope of duties pursuant to the affiliation agreement or other contract with a teaching hospital, is by commencement of an action pursuant to the provisions of this section. This notice requirement may be met by posting the notice in a place conspicuous to all persons.

3. This paragraph does not designate any employee providing contracted patient services in a teaching hospital as an employee or agent of the state for purposes of chapter 440.

(11)(a) Providers or vendors, or any of their employees or agents, that have contractually agreed to act on behalf of the state as agents of the Department of Juvenile Justice to provide services to children in need of services, families in need of services, or juvenile offenders are, solely with respect to such services, agents of the state for purposes of this section while acting within the scope of and pursuant to guidelines established in the contract or by rule. A contract must provide for the indemnification of the state by the agent for any liabilities incurred up to the limits set out in this chapter.

(b) This subsection does not designate a person who provides contracted services to juvenile offenders as an employee or agent of the state for purposes of chapter 440.

(12)(a) A health care practitioner, as defined in s. 456.001(4), who has contractually agreed to act as an agent of a state university board of trustees to provide medical services to a student athlete for participation in or as a result of intercollegiate athletics, to include team practices, training, and competitions, shall be considered an agent of the respective state university board of trustees, for the purposes of this section, while acting within the scope of and pursuant to guidelines established in that contract. The contracts shall provide for the indemnification of the state by the agent for any liabilities incurred up to the limits set out in this chapter.

(b) This subsection shall not be construed as designating persons providing contracted health care services to athletes as employees or agents of a state university board of trustees for the purposes of chapter 440.

(13) Laws allowing the state or its agencies or subdivisions to buy insurance are still in force and effect and are not restricted in any way by the terms of this act.

(14) Every claim against the state or one of its agencies or subdivisions for damages for a negligent

or wrongful act or omission pursuant to this section shall be forever barred unless the civil action is commenced by filing a complaint in the court of appropriate jurisdiction within 4 years after such claim accrues; except that an action for contribution must be commenced within the limitations provided in s. 768.31(4), and an action for damages arising from medical malpractice or wrongful death must be commenced within the limitations for such actions in s. 95.11(4).

(15) No action may be brought against the state or any of its agencies or subdivisions by anyone who unlawfully participates in a riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience. Nothing in this act shall abridge traditional immunities pertaining to statements made in court.

(16)(a) The state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to this section. Agencies or subdivisions, and sheriffs, that are subject to homogeneous risks may purchase insurance jointly or may join together as self-insurers to provide other means of protection against tort claims, any charter provisions or laws to the contrary notwithstanding.

(b) Claims files maintained by any risk management program administered by the state, its agencies, and its subdivisions are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution until termination of all litigation and settlement of all claims arising out of the same incident, although portions of the claims files may remain exempt, as otherwise provided by law. Claims files records may be released to other governmental agencies upon written request and demonstration of need; such records held by the receiving agency remain confidential and exempt as provided for in this paragraph.

(c) Portions of meetings and proceedings conducted pursuant to any risk management program administered by the state, its agencies, or its subdivisions, which relate solely to the evaluation of claims filed with the risk management program or which relate solely to offers of compromise of claims filed with the risk management program are exempt from the provisions of s. 286.011 and s. 24(b), Art. I of the State Constitution. Until termination of all litigation and settlement of all claims arising out of the same incident, persons privy to discussions pertinent to the evaluation of a filed claim shall not be subject to subpoena in any administrative or civil proceeding with regard to the content of those discussions.

(d) Minutes of the meetings and proceedings of any risk management program administered by the state, its agencies, or its subdivisions, which relate solely to the evaluation of claims filed with the risk management program or which relate solely to offers of compromise of claims filed with the risk management program are



exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution until termination of all litigation and settlement of all claims arising out of the same incident.

(17) This section, as amended by chapter 81-317, Laws of Florida, shall apply only to causes of actions which accrue on or after October 1, 1981.

(18) No provision of this section, or of any other section of the Florida Statutes, whether read separately or in conjunction with any other provision, shall be construed to waive the immunity of the state or any of its agencies from suit in federal court, as such immunity is guaranteed by the Eleventh Amendment to the Constitution of the United States, unless such waiver is explicitly and definitely stated to be a waiver of the immunity of the state and its agencies from suit in federal court. This subsection shall not be construed to mean that the state has at any time previously waived, by implication, its immunity, or that of any of its agencies, from suit in federal court through any statute in existence prior to June 24, 1984.

(19) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. This does not preclude a party from requiring a nongovernmental entity to provide such indemnification or insurance. The restrictions of this subsection do not prevent a regional water supply authority from indemnifying and assuming the liabilities of its member governments for obligations arising from past acts or omissions at or with property acquired from a member government by the authority and arising from the acts or omissions of the authority in performing activities contemplated by an interlocal agreement. Such indemnification may not be considered to increase or otherwise waive the limits of liability to third-party claimants established by this section.

(20) Every municipality, and any agency thereof, is authorized to undertake to indemnify those employees that are exposed to personal liability pursuant to the Clean Air Act Amendments of 1990, 42 U.S.C.A. ss. 7401 et seq., and all rules and regulations adopted to implement that act, for acts performed within the course and scope of their employment with the municipality or its agency, including but not limited to indemnification pertaining to the holding, transfer, or disposition of allowances allocated to the municipality's or its agency's electric generating units, and the monitoring, submission, certification, and compliance with permits, permit applications, records, compliance plans, and reports for those units, when such acts are performed within the course and scope of their employment with the municipality or its agency. The authority to indemnify under this section covers every act by an employee when such act is performed within the course and scope of her or his employment with the municipality or its agency, but does not cover any act of willful misconduct or any intentional or knowing violation of any law by the

employee. The authority to indemnify under this section includes, but is not limited to, the authority to pay any fine and provide legal representation in any action.

**History.**—s. 1, ch. 73-313; s. 1, ch. 74-235; ss. 1, 2, 3, ch. 77-86; s. 9, ch. 79-139; s. 1, ch. 79-253; s. 284, ch. 79-400; s. 1, ch. 80-271; ss. 1, 2, ch. 81-317; s. 1, ch. 83-44; s. 1, ch. 83-257; s. 1, ch. 84-29; s. 1, ch. 84-335; s. 21, ch. 86-183; s. 1, ch. 86-184; s. 3, ch. 87-134; s. 2, ch. 88-173; ss. 55, 61, ch. 89-300; s. 92, ch. 89-360; s. 8, ch. 90-192; s. 3, ch. 91-209; s. 112, ch. 92-33; ss. 2, 11, ch. 92-278; s. 1, ch. 93-89; s. 34, ch. 93-129; s. 1, ch. 94-76; s. 2, ch. 94-147; s. 70, ch. 94-209; s. 21, ch. 94-321; s. 428, ch. 96-406; s. 34, ch. 97-93; s. 1809, ch. 97-102; s. 4, ch. 98-402; s. 289, ch. 99-8; s. 9, ch. 2000-155; s. 97, ch. 2002-20; s. 24, ch. 2002-183; s. 2, ch. 2002-401; s. 9, ch. 2003-159; s. 1903, ch. 2003-261; s. 1, ch. 2003-290; s. 67, ch. 2003-416; s. 1, ch. 2006-234; s. 1, ch. 2010-26; s. 1, ch. 2011-113; s. 3, ch. 2011-219; s. 126, ch. 2012-184.

#### **768.295 Strategic Lawsuits Against Public Participation (SLAPP) suits by governmental entities prohibited.—**

(1) This section may be cited as the "Citizen Participation in Government Act."

(2) It is the intent of the Legislature to protect the right of Florida's citizens to exercise their rights to peacefully assemble, instruct their representatives, and petition for redress of grievances before the various governmental entities of this state as protected by the First Amendment to the United States Constitution and s. 5, Art. I of the State Constitution. The Legislature recognizes that "Strategic Lawsuits Against Public Participation" or "SLAPP" suits, as they are typically called, have increased over the last 30 years and are mostly filed by private industry and individuals. However, it is the public policy of this state that government entities not engage in SLAPP suits because such actions are inconsistent with the right of individuals to participate in the state's institutions of government. Therefore, the Legislature finds and declares that prohibiting such lawsuits by governmental entities will preserve this fundamental state policy, preserve the constitutional rights of Florida citizens, and assure the continuation of representative government in this state. It is the intent of the Legislature that such lawsuits be expeditiously disposed of by the courts.

(3) As used in this section, "governmental entity" or "government entity" means the state, including the executive, legislative, and the judicial branches of government and the independent establishments of the state, counties, municipalities, corporations primarily acting as instrumentalities of the state, counties, or municipalities, districts, authorities, boards, commissions, or any agencies thereof.

(4) No governmental entity in this state shall file or cause to be filed, through its employees or agents, any lawsuit, cause of action, claim, cross-claim, or counterclaim against a person or entity without merit and solely because such person or entity has exercised the right to peacefully assemble, the right to instruct representatives, and the right to petition for redress of grievances before the various governmental entities of this state, as protected by the First Amendment to the United States Constitution and s. 5, Art. I of the State Constitution.

(5) A person or entity sued by a governmental entity in violation of this section has a right to an expeditious resolution of a claim that the suit is in violation of this section. A person or entity may petition the court for an order dismissing the action or granting final judgment in favor of that person or entity. The petitioner may file a motion for summary judgment, together with



# **Taylor County**

## **Board of County Commissioners'**

### **Policy Manual**

<b>Policy #:</b>	<b>Title:</b>	<b>Effective Date:</b>
<b>3.04</b>	<b>Title VI/Nondiscrimination Policy and Plan</b>	<b>03/02/15</b>

#### **PURPOSE**

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In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the County must have the input of its public. The County spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. Any person may attend any Board of County Commissioner (BOCC) Meeting including Committee Meetings and speak during the Public Comment portion of the agenda concerning a matter of the BOCC business or concern of the person. Persons should check the BOCC's website at [www.taylorcountygov.com](http://www.taylorcountygov.com) for a list of scheduled meetings and agendas. Persons may also call the County Administrator's Office to receive a calendar of upcoming meetings. Meeting location is accessible to the disabled. The BOCC and/or staff members also attend other Community meetings as necessary or when invited.

The Taylor County Board of County Commissioners (County) values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the County believes that the best programs and services result from careful consideration of the needs of all of its communities and when those communities are involved in the transportation decision making process. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the County will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

#### **REFERENCE**

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Title VI of the Civil Rights Act of 1964  
Section 504 of the Rehabilitation Act of 1973  
Americans with Disabilities Act of 1990 (ADA)



## POLICY

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**(1) Title VI/Nondiscrimination Coordinator Designated:**

- (a) The coordinator tasked with ensuring the County's compliance with this policy shall be the Assistant County Administrator. The coordinator's contact information is listed below:

Name: Margaret Dunn  
Address: 201 East Green Street, Perry, FL 32347  
Email: admin.assist@taylorcountygov.com  
Phone: 850-838-3500 extension 7  
Fax: 850-838-3501

**(2) Complaint Procedures:**

- (a) The County has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family or income status in any of the County's programs, services or activities may file a complaint with the County Title VI/Nondiscrimination Coordinator. Likewise, any person who feels that he or she has been retaliated against for having made such a complaint or for having testified on behalf of another who has made such a complaint may file a complaint with the County Title VI/Nondiscrimination Coordinator.
- (b) If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability or family status); and a complete description of the alleged discrimination. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance.
- (c) The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter.
- (i) Should the County receive a complaint related to the administration of a federally or state funded project, the County will forward the complaint, along with a record of its disposition to the appropriate state agency for assistance/documentation purposes. For example, complaints of discrimination related to Florida Department of Transportation (FDOT) funded projects can be forwarded to the following address:
- Florida Department of Transportation  
Equal Opportunity Office  
ATTN: Title VI Complaint Processing  
605 Suwannee Street MS 65  
Tallahassee, FL 32399
- (ii) Should the complainant be unable or unwilling to complain to the County, the written complaint may be submitted directly to the assisting state agency.

- (d) The County's Title VI/Nondiscrimination Coordinator has "easy access" to the County Administrator and is not required to obtain management or other approval to discuss discrimination issues with the County Administrator.

**(3) ADA/504 Statement:**

- (a) The County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The County encourages participation on its advisory committees, public involvement activities and all other programs, services and activities by the disabled community and disability service groups.
- (b) The County encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the County will provide reasonable accommodation to all individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the County asks that requests be made at least ten (10) calendar days prior to the need for accommodation. Questions, concerns, comments or requests for accommodation should be made to the County's Title VI/Nondiscrimination Coordinator.

**(4) Limited English Proficiency (LEP) Guidance:**

- (a) Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:
  - (i) The number or proportion of LEP persons eligible to be served or likely to be encountered by the County's programs, services or activities.
  - (ii) The frequency with which LEP individuals come in contact with these programs, services or activities.
  - (iii) The nature and importance of the program, service, or activity to people's lives and;
  - (iv) The resources available to the County and the likely costs of the LEP services.
- (b) The County understands that its community profile is changing and the four factor analysis may reveal the need for more or varied LEP services in the future. Persons requiring special language services should contact the County's Title VI/Nondiscrimination Coordinator.

**(5) Public Involvement:**

- (a) Persons wishing to request special presentations by the County; volunteer in any of its activities or offer suggestions for improvement of County public involvement may contact the Title VI/Nondiscrimination Coordinator identified above.

**(6) Data Collection for Specific Programs:**

- (a) Federal Highway Administration (FHWA) regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The County accomplishes this through the use of census data, and other methods. From time to time, the County may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate in its public involvement events. This information assists the County with improving its targeted outreach and measures of effectiveness.

**(7) Assurances for Specific Programs:**

- (a) Every three years the County must certify to FHWA and FDOT that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed “assurances”.

**RESPONSIBLE DEPARTMENT**

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**Office of the County Administrator**

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**Revision Date(s):**

## Title VI / Nondiscrimination Program

### Complaint of Discrimination

Complainant(s) Name:

Complainant(s) Address:

Complainant(s) Phone Number:

Complainant's Representative's Name, Address, Phone Number and Relationship (e.g. friend, attorney, parent, etc):

Name and Address of Agency, Institution, or Department Whom You Allege Discriminated Against You:

Names of the Individual(s) Whom You Allege Discriminated Against You (If Known):

Discrimination Because Of:	<input type="radio"/> Race	<input type="radio"/> Color	<input type="radio"/> National Origin	Date of Alleged Discrimination:
	<input type="radio"/> Sex	<input type="radio"/> Age	<input type="radio"/> Handicap/Disability	
	<input type="radio"/> Income Status	<input type="radio"/> Retaliation	<input type="radio"/> Other	

Please list the name(s) and phone number(s) of any person, if known, that the Taylor County Board of County Commissioners could contact for additional information to support or clarify your allegation(s).

Please explain as clearly as possible **how, why, when** and **where** you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Additional pages may be attached if needed.

Complainant(s) or Complainant(s) Representatives Signature:

Date of Signature:

Mail or Fax Completed Form to:

Name: Margaret Dunn  
 Title VI/Nondiscrimination Coordinator  
 201 East Green Street, Perry, FL 32347  
 850-838-3500 extension 7 Phone  
 850-838-3501 Fax



# **Taylor County**

## **Board of County Commissioners'**

### **Policy Manual**

<b>Policy #:</b>	<b>Title:</b>	<b>Effective Date:</b>
<b>4.01.03</b>	<b>Personnel Policy and Procedure for Local State of Emergency Declaration</b>	<b>03/02/15</b>

#### **PURPOSE**

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To amend the employee manual with respect to policies and procedures to follow during a declared state of local emergency in preparation to, response to, and recovery from a disaster affecting the services of the County.

#### **REFERENCE**

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Taylor County Board of County Commissioners' Policy #4.01: Employee Manual

#### **POLICY**

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Section IV of the Employee Manual beginning after the "Call Out Pay" policy shall be amended to read as follows:

##### **EMERGENCY DISASTER POLICY**

Employees are responsible for assisting the County in protecting the public's health and safety during emergencies. As such, all employees are expected to participate as assigned during the emergency period and accept duty assignments in order to prepare and/or respond to the emergency situation. The general nature of these responsibilities will be based on the emergency roles or temporary emergency assignments assigned to County departments and in the Taylor County Comprehensive Emergency Management Plan or by the County Administrator as needed. Assignments are likely to vary during the emergency, and employees could be asked to work in areas or positions other than those to which they are normally assigned.

Department Directors shall submit an internal disaster response plan that complements the County's Comprehensive Emergency Management Plan (CEMP) to the Emergency Management Department as directed by Emergency Management staff. These plans will include provisions for employee communications, coordination of essential services, alternate facilities for departmental operations, and other elements as required by the CEMP. County Department Directors shall ensure the availability of employees to protect, secure and recover County property, equipment and services from the effects of a disaster and make ready all



available resources to respond to the event as requested by an Incident Commander or the County Emergency Operations Center.

County employees who are not assigned either an emergency support function responsibility, or needed to close down a County office or facility within their division, will be identified by their department as available for an emergency duty assignment. That reassignment may include assisting other departments and/or the Emergency Operations Center in carrying out emergency assignments or missions.

The County Administrator has the discretion to provide emergency duty assignments to staff. Employees are required to report as assigned during a locally declared emergency.

- Excused absences from designated emergency duty assignments must be approved in writing by the Department Director and County Administrator. During this absence, the employee shall use accrued vacation leave or sick leave, if the employee's request for absence meets the sick leave policy standards, or be placed on leave without pay status.
- Employees who are excused from disaster duty will be eligible for compensation as outlined further in this policy.
- Employees who are designated to work an emergency duty assignment but do not report for such assigned duties during a locally declared emergency may be subject to disciplinary action, up to and including termination of employment.

If the County is closed during a locally declared emergency, employees who have not been given emergency duty assignments, or are excused from disaster duty, are subject to recall at a later time in support of the emergency. During the period when Taylor County remains closed for normal business operations, these employees must call in or report to work to the designated department representative in accordance with departmental plans no later than four (4) hours after the occurrence of the incident/emergency. If not assigned at that time, the employee must continue to call in each twenty-four-hour period to see if their services are required. Employees must provide a telephone number(s) where they can be reached each twenty-four-hour period during the locally declared emergency. Failure to comply with this requirement may subject the employee to disciplinary action, up to and including termination of employment.

Provisions will be made to give employees sufficient time to prepare their families and protect personal property from hurricane forces and/or flooding conditions. Directors and Supervisors will coordinate work schedules to make reasonable accommodations for family protection.

#### **Emergency/Disaster Pay Provisions**

- Emergency/disaster pay provisions will be in effect when any natural, technological, or other emergency or disaster requires a state of local emergency declaration by the Board of County Commissioners or Level 2 activation as determined by the Board of County Commissioners, the County Administrator, or Emergency Management Director.
- Level 2 activation may be declared when any natural, technological, or other emergency or disaster requires a state of local emergency declaration by the Board of County Commissioners, the County Administrator, or Emergency Management Director. Examples of Level 2 activation include:

- o Emergency Management personnel have activated Emergency Operations Center (EOC) or mobile command outside the regularly scheduled workday.
- o Emergency Support Functions (ESFs) in addition to Emergency Management personnel are working in the EOC.
- o A County information hotline has been activated.
- o A request by the State Director of Emergency Management and/or the Governor to provide support to the State or surrounding counties.

### **General Pay Provisions**

These provisions apply to all employees regardless of their exempt or non-exempt status with exception of the County Administrator, County Attorney, and bargaining-unit personnel or as otherwise stipulated. Overtime rules apply according to the Fair Labor Standards Act (FLSA). Shift differential may apply if the policy guidelines are met. It is the Assistant County Administrator's responsibility, through the Department Director, to verify any emergency hours worked and approve all payment.

- If County offices are open for normal operations, all employees reassigned to assist in emergency preparedness/response during regular work schedules will be paid at their regular hourly rate. All regular full time and part time employees will be paid at the rate of time and one-half (1½) of the regular rate for each hour worked over forty (40) hours during the work week .
- If County offices are closed for normal operations, all employees not assigned emergency duties will be compensated for all hours regularly scheduled on the day(s) the County is closed at their straight time hourly rate of pay, including shift differentials, if applicable. Employees must call in/report to work in accordance with this policy to qualify for pay.
- If County offices are closed for normal operations, all regular full-time and part-time employees assigned to work emergency duty assignments, in direct response to or preparation for a declared emergency, will be paid for any hours worked at the rate of time and one-half (1½) of the regular rate once they have worked forty (40) regular hours during the work week. Any scheduled hours an employee does not work will be paid at their regular rate of pay, including shift differentials, if applicable.

### **Other Pay Provisions**

- When County operations are closed during a scheduled workday, employees who report to work and are subsequently released by the County Administrator or designee will receive pay for the entire scheduled workday.
- Employees who have submitted and have approved leave slips to take time off (not related to the emergency) prior to the declaration of emergency, and are using paid vacation or sick leave, will not receive any additional paid time off and will be paid according to their original leave request. Should it be necessary for an employee to cancel this leave in order to respond, the employee will be compensated based on the criteria outlined above.
- In the event that County Offices are closed for normal operations, employees who have requested and received approval to take time off to evacuate and/or prepare for a disaster will not be charged hours against their vacation leave account. In this case, the employee will be compensated for all hours regularly scheduled to work on the day(s) the County is closed, including shift differentials, if applicable.
- During the period following a locally declared emergency, emergency pay provisions will apply until clean up or recovery is completed as determined by the County Administrator or until the Local State of Emergency expires. All full-time and part-time employees will be paid at the rate of time and one-half (1½) of the regular rate for each hour worked over forty (40) hours during the work week.

**RESPONSIBLE DEPARTMENT**

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**Revision Date(s): 00/00/00** (Use this format)



**TAYLOR COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**TAYLOR COUNTY SPORTS COMPLEX**  
**PAT DEW – RECREATION COORDINATOR**

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

DUSTIN HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, ext. 7 - Phone  
(850) 838-3501 - Fax

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

## Baseball Chain of Command

Game Time

Umpire  
Head Coach  
Team Manager  
Team Parent

1. 1 (one) Coach/Adult from each team will be allowed to address the Umpire
  - a. Addressing Umpire only during time out or dead ball
  - b. Anyone (Parent, Coach, Player) Addressing the Umpire other than the designated individual may be subject to dismissal
2. Any questioning of Umpire action will be directed through the Chain of Command
  - a. Parents will express concern to Team Manager, Team Manager will express concern to Head Coach, Head Coach (or designated individual) will then address the Umpire

## Zero Tolerance

1. Intoxication
2. Tobacco
3. Foul Language
4. Rude or Inappropriate Gesture