

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPOINTING AS SPECIAL MAGISTRATES; SETTING THE AMOUNT OF COMPENSATION; APPROVING THE AGREEMENTS FOR SPECIAL MAGISTRATE SERVICES BETWEEN ST. JOHNS COUNTY AND THE LAW OFFICES OF JAMES E. BEDSOLE, LLC AND THE LASSITER LAW FIRM, P.A.; AND AUTHORIZING THE COUNTY ADMINSTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County Ordinance No. 2007-21 provides for the appointment of a Special Magistrate for a two-year term to hold hearings and assess fines against violators of certain county codes and ordinances; and

WHEREAS, in preparation for expiration of the term of the current Special Magistrate on September 5, 2024, Misc 1864 Special Magistrate for Code Enforcement was issued to solicit proposals from interested law firms to perform the required Services; and

WHEREAS, the County received three proposals in response to Misc 1864 and finds it advantageous to enter into separate agreements with the Law Offices of James E. Bedsole, LLC, and The Lassiter Law Firm, P.A. for Special Magistrate services for a two-year term; and

WHEREAS, Ordinance No. 2007-21 sets the amount of compensation paid to a Special Magistrate to be \$140 per hour, but further provides the amount of compensation is to be determined by the Board of County Commissioners (“Board”) and may be amended by resolution of the Board; and

WHEREAS, the County has determined that appointing James E. Bedsole of Law Office of James E. Bedsole, LLC and Derri Kay Lassiter Young of The Lassiter Law Firm, P.A. as Special Magistrates for a two-year period, establishing an amount of compensation of \$270 per hour, and accepting the terms of the Agreement will serve the best interest of the County.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The Board of County Commissioners hereby appoints James E. Bedsole and Derri Kay Lassiter Young as Special Magistrates for a two-year term in accordance with SJC ORD No: 2007-21.

Section 3. The Board of County Commissioners hereby revises the amount of compensation, in accordance with SJC Ordinance No: 2007-21 to \$270.00 per hour.

Section 4. Upon approval by the Board of County Commissioners, the County Administrator or designee is authorized to execute contracts, in substantially the same form and format as attached with the Law Offices of James E. Bedsole, LLC and The Lassiter Law Firm, P.A.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 17th day of September, 2024.

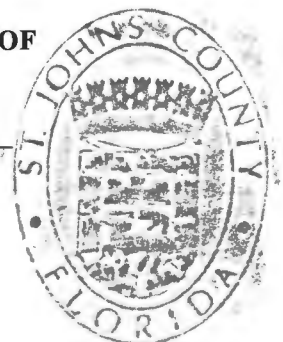
ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Cystal Smith
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

Rendition Date SEP 17 2024





PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND SPECIAL MAGISTRATE

Professional Services Agreement No: _____

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This Professional Services Agreement (hereafter "Agreement") is made as of this ___ day of _____, 2024 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and _____ ("Special Magistrate"), a company authorized to do business in the State of Florida, with its principal offices located at: _____, Phone: _____, and E-mail: _____, under Misc. 1864; Code Enforcement Special Magistrate, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which govern performance of the Services and consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto;
- c) Misc. 1864; Code Enforcement Special Magistrate and all issued Addenda;
- d) Insurance furnished by Special Magistrate meeting the requirements of Article XI

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations, or exclusions in Special Magistrate's Proposal or invoices shall be binding upon the County, or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1.

1.1.3 Any and all Contract Documents shall remain the property of the County. Consultant is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Consultant shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Consultant, or the Consultant's sub-consultants and sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.1.4 Special Magistrate shall perform no Services, at any time, without adequate Contract Documents. Special Magistrate shall have a continuing duty to read, carefully study and compare each of the Contract Documents to identify any inconsistency, ambiguity, error or omission which Special Magistrate may discover with respect to these documents before proceeding with the Services. Special Magistrate is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents shall be resolved through good faith efforts upon the part of the Special Magistrate and the County. Should the Special Magistrate have any questions concerning interpretation or clarification of the Contract Documents, Special Magistrate shall submit to the County's Representative, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County's Representative by the Special Magistrate within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County's Representative will render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Special Magistrate files a written protest to the County Representative's rendered determination within fourteen (14) calendar days of receipt thereof. Special Magistrate's protest shall be submitted to the Purchasing Director and shall state clearly and in detail the basis thereof. Failure by the Special Magistrate to protest the County Representative's rendered determination within the timeframe above shall constitute a waiver by Special Magistrate of all its rights to further protest, judicial or otherwise. The County will consider Special Magistrate's protest and render a decision thereon, in writing, within ten (10) calendar days. If Special Magistrate does not agree with the County's decision, Special Magistrate shall deliver written notice to that effect to the County within three (3) business days of receipt of the County's decision.

1.1.5 Unless otherwise directed in writing, Special Magistrate shall at all times carry on with the Services in accordance

with the requirements of this Agreement and the determination of the County, pending resolution of any disputes over Contract Documents. In no event shall a dispute, the filing of a protest, claim, or appeal, or the resolution or litigation thereof, relieve the Special Magistrate from its obligations to perform the Services required by this Agreement.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon signature by the County, and shall remain in effect for a period of two (2) calendar years (Contract Term) unless terminated early by the Board due to misfeasance, malfeasance, and nonfeasance in office. Upon receipt of a fully executed copy of this Agreement from the County, Special Magistrate shall perform the Services as directed by the County's Representative.

ARTICLE III DEFINITIONS

3.1 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy or as provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

3.1.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.2 Amendment: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adding, revising, replacing or removing terms and conditions or provisions of the Agreement.

3.1.3 Board: The Board of County Commissioners of St. Johns County, Florida.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Contract or Task Order, adjusting contract price, scope of work, or completion time.

3.1.7 Compensation Method:

3.1.7.1 Hourly Rate. The unit price per hour for performance of the required Services, as provided herein. Compensation based upon hourly rate(s) shall be a not-to-exceed amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed shall be made on the following hourly rate basis:

3.1.7.2 Actual Hours. Actual hours necessary, required, and expended by the Special Magistrate's professional and technical personnel, shall be multiplied by the applicable hourly rate as provided herein. The hourly rate shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by the Special Magistrate.

3.1.8 Services: The work described in the Contract Documents or a subsequently issued Change Order or Amendment.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 Special Magistrate shall provide all Services as set forth in the Contract Documents, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services") and Ordinance No: 2007-21.

4.1.2 Services provided by the Special Magistrate shall be under the general direction of the Office of the County Attorney, who shall act as the County's representative during the performance of Services under this Agreement.

4.1.3 The Special Magistrate shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

4.1.4 The Special Magistrate shall be responsible for the professional quality, accuracy, timely completion, and the coordination of all work product, memoranda, other documents and other services performed, provided, or furnished by the Special Magistrate. The Special Magistrate shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such services resulting from the negligent acts, errors, omissions, or intentional misconduct of the Special Magistrate.

4.1.5 Review, approval, or acceptance by the County of work product, reports, memoranda, and services furnished by the Special Magistrate under this Agreement shall not relieve the Special Magistrate of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Special Magistrate's Services shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE V COMPENSATION

5.1 General

The County agrees to pay, and Special Magistrate agrees to accept for Services rendered pursuant to this Agreement, an hourly rate of two hundred seventy dollars and zero cents (\$270.00), not to exceed a total annual compensation of thirty-four thousand five hundred sixty dollars (\$34,560.00), unless otherwise amended. Payments made to Special Magistrate pursuant to this Agreement shall be the sole and complete compensation to which Special Magistrate is entitled.

5.2 Method of Payment

5.2.1 Compensation shall be based on the hourly rate provided above in Section 5.1, above, or as otherwise set forth in a mutually agreed Change Order or Amendment.

5.2.2 It is expressly understood that Special Magistrate is not entitled to the amount of compensation set forth above. Rather, Special Magistrate's compensation is based upon Special Magistrate's satisfactory completion of all Services as specified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Special Magistrate of any of the terms of this Agreement.

5.2.3 On or before the tenth (10th) day of each calendar month, Special Magistrate shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Special Magistrate's supporting documentation is not adequate for the County to verify Special Magistrate's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, *et seq.*).

5.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Special Magistrate for any costs or expenses that the County incurs or reasonably expects to incur as a result of Special Magistrate's failure to comply with the Contract Documents.

5.4 Final Payment

The Special Magistrate shall clearly state "Final Invoice" on the Special Magistrate's final/last billing to the County. This shall constitute Special Magistrate's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Special Magistrate.

5.5 Availability of Funds

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Special Magistrate cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE VI AUTHORIZED REPRESENTATIVE AND PERSONNEL

6.1 Authorized Representative

Prior to commencing Services, Special Magistrate shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Special Magistrate ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Special Magistrate. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

6.2 Personnel

6.2.1 The Special Magistrate represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Special Magistrate, or under its supervision.

6.2.2 Special Magistrate and County identify _____ as key personnel for the performance of the Services. In the event Special Magistrate wishes to substitute personnel for the key personnel identified in Special Magistrate's proposal, the Special Magistrate shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE VII COUNTY REPRESENTATIVE

7.1 County Representative Responsibilities

7.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VII.

7.1.2 The County and Special Magistrate shall communicate with each other in the first instance through the County Representative.

7.1.3 The County Representative shall review Special Magistrate's Invoices and shall confirm to the County for payment to Special Magistrate, those amounts then due to Special Magistrate as provided in this Contract.

ARTICLE VIII CHANGES IN THE SERVICES

8.1 Changes in the Services

8.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Special Magistrate of the County's notification of a contemplated change, the Special Magistrate shall advise the County in writing if the contemplated change shall effect the Special Magistrate's ability to meet the completion dates or schedules of this Agreement. If the County elects to make the change, the County shall issue a Change Order. The Special Magistrate shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

8.1.2 Special Magistrate's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE IX TERMINATION

9.1 Termination

9.1.1 If the Special Magistrate fails to comply with any portion of the duties and obligations under the awarded Agreement shall be cause for termination. If the Special Magistrate fails to perform any aspect of the responsibilities described herein or as designated in the Agreement, the County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County, to address the items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Agreement may be terminated by St. Johns County for cause, upon giving seven

(7) consecutive calendar days written notice to the Contractor. Upon receipt of such notice of termination, except as otherwise directed by the County in writing, the Special Magistrate shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

9.1.2 Special Magistrate may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Special Magistrate. Special Magistrate further agrees to cooperate and provide assistance to the County upon request in order to complete any Services. In such event, the County shall compensate Special Magistrate at its hourly rate for Services provided after termination.

9.1.3 In the event Special Magistrate changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

9.1.4 Notwithstanding the above, the Agreement may be terminated at any time by the Board for misfeasance, malfeasance, or nonfeasance of the Special Magistrate in office.

9.1.5 The rights and remedies of the County provided in this Section 8.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty of Performance

10.1.1 The Special Magistrate hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

10.1.2 Special Magistrate represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Special Magistrate represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

10.1.3 The Special Magistrate represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Special Magistrate, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

10.2 Indemnity

10.2.1 Special Magistrate shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Special Magistrate or other persons employed or utilized by Special Magistrate in the performance of this Agreement.

10.2.2 To the extent permitted by law, Special Magistrate further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Special Magistrate and persons employed or utilized by Special Magistrate in the performance of this Agreement.

10.2.3 To the extent permitted by law, for purposes of indemnity, the “persons employed or utilized by Special Magistrate” shall be construed to include, but not be limited to, Special Magistrate, its staff, employees, or anyone acting for, on behalf of, or at the request of Special Magistrate.

10.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

ARTICLE XI INSURANCE

11.1 Special Magistrate’s Insurance Requirements

11.1.1 Special Magistrate shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Special Magistrate shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Special Magistrate has obtained all insurance coverages required under this section. The County will not make any payment to Special Magistrate until Special Magistrate has complied with the requirements of this Article X. Certificates of insurance shall clearly indicate Special Magistrate has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Special Magistrate has been completed, as determined by the County. Special Magistrate shall maintain insurance coverage against Claims relating to any act or omission by Special Magistrate, its agents, representatives, or employees in connection with this Agreement.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Special Magistrate including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Special Magistrate may have to the County or others. Nothing in this Agreement limits Special Magistrate to the minimum required insurance coverages found in this Article X.

11.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Agreement, shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

11.3 Workers Compensation

Special Magistrate shall procure and maintain during the life of this Agreement, adequate Workers’ Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Special Magistrate, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Special Magistrate or a Subcontractor under workers’ compensation acts, disability benefits acts or other employee benefit acts.

11.4 Commercial General Liability

Special Magistrate shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such

Services or operations are by Special Magistrate or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Special Magistrate shall procure and maintain during the life of this Agreement, Commercial Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Professional Liability

11.6.1 Special Magistrate shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, each claim and aggregate. Special Magistrate shall maintain Professional Liability for a period of four (4) years, or upon expiration/termination of Professional Liability Coverage, shall obtain 4-year tail coverage. Special Magistrate's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

11.6.2 In the event that Special Magistrate employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Special Magistrate shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement.

11.7 Other Requirements

11.7.1 The required insurance limits identified in this Article XI may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Special Magistrate shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Special Magistrate of its responsibility herein. Upon written request, Special Magistrate shall provide County with copies of lower-tier subcontractors certificates of insurance.

11.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Special Magistrate. County has no obligation or duty to advise Special Magistrate of any non-compliance with the insurance requirements contained in this Section. If Special Magistrate fails to obtain and maintain all of the insurance coverages required herein, Special Magistrate shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Special Magistrate complied with its obligations herein.

11.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII GENERAL CONSIDERATIONS

12.1 Independent Contractor

Special Magistrate shall act as an independent Special Magistrate, and not as an employee, agent or servant of the County, in performing all Services and activities under this Agreement. Special Magistrate shall at all times and in all places maintain complete control over its employees. Special Magistrate shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Special Magistrate does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

12.2 Taxes

12.2.1 Special Magistrate shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Special Magistrate is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Special Magistrate herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Section 12.2.1 shall survive the expiration or earlier termination of this Agreement. Special Magistrate may not use County's tax-exempt status unless specifically authorized in writing in advance.

12.3 Publicity and Advertising

12.3.1 Special Magistrate shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

12.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Special Magistrate may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board.

12.4 Examination of Special Magistrate's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Special Magistrate involving the Services, including but not limited to any transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Special Magistrate has overstated any Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Special Magistrate shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Special Magistrate, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida without regard to choice or conflict of law provisions. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

12.6 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

12.7 Disputes

If any dispute between the County and Special Magistrate under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Purchasing Director for resolution. The County's Purchasing Director shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Special Magistrate shall promptly perform the disputed Services.

12.8 Assignment and Arrears

12.8.1 Neither the County nor the Special Magistrate shall assign, transfer, encumber, delegate, or subcontract its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance, delegation, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, delegation, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

12.8.2 The Special Magistrate shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Special Magistrate further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

12.9 Severability

If any provision(s), or portion(s) of a provision(s) of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.10 Section Headings

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

12.11 Disclaimer of Third-Party Beneficiaries

Both the County and the Special Magistrate explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

12.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

12.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

12.14 Conflict of Interest

12.14.1 The Special Magistrate represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Special Magistrate further represents that no person having any interest shall be employed for said performance.

12.14.2 The Special Magistrate shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Special Magistrate's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Special Magistrate may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Special Magistrate.

12.14.3 The County agrees to notify the Special Magistrate of its opinion by certified mail within thirty (30) days of receipt of notification by the Special Magistrate. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Special Magistrate, the County shall so state in the notification and the Special Magistrate shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Special Magistrate under the terms of this Agreement.

12.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

12.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Special Magistrate relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

12.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived

or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

12.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Agreement, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Special Magistrate's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

12.19 Convicted and Discriminatory Vendor Lists

Special Magistrate warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Special Magistrate shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

12.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Special Magistrate certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Special Magistrate to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Special Magistrate is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.21 Anti-Bribery

Special Magistrate and its Subconsultants shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Special Magistrate represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Special Magistrate shall immediately notify the County of any violation (or alleged violation) of this provision.

12.22 Compliance with Florida Statute 287.138

12.22.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Special Magistrate access to personal identifiable information if: 1) the Special Magistrate is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Special Magistrate is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

12.22.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Special Magistrate may access, receive, transmit, or maintain personal identifiable information under this Agreement, Special Magistrate must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Special Magistrate shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

12.23 Equal Employment Opportunity

12.23.1 During the performance of this Agreement, Special Magistrate agrees as follows:

12.23.1.1 Special Magistrate will not discriminate against any employee or applicant for employment because of

race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Special Magistrate will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Special Magistrate agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.23.1.2 Special Magistrate will, in all solicitations or advertisements for employees placed for, by, or on behalf of Special Magistrate, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.23.1.3 Special Magistrate will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Special Magistrate's legal duty to furnish information.

12.23.1.4 Special Magistrate will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Special Magistrate's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.23.1.5 Special Magistrate will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.23.1.6 Special Magistrate will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.23.1.7 In the event of Special Magistrate's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and Special Magistrate may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.23.1.8 Special Magistrate will include the provisions of paragraphs 13.32.1 through 13.32.2 in every subconsultant or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. Special Magistrate will take such action with respect to any subconsultant or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Special Magistrate becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, Special Magistrate may request the United States to enter into such litigation to protect the interest of the United States.

12.24 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Special Magistrate and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees

hired on or after July 1, 2023.

a. Special Magistrate shall require each of its subcontractors to provide Special Magistrate with an affidavit stating that the sub-Special Magistrate does not employ, contract with, or subcontract with an unauthorized alien. Special Magistrate shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Special Magistrate, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Special Magistrate otherwise complied, shall promptly notify Special Magistrate and Special Magistrate shall immediately terminate the contract with the subcontractor.

d. Special Magistrate acknowledges that, in the event that the County terminates this Agreement for Special Magistrate's breach of these provisions regarding employment eligibility, then Special Magistrate may not be awarded a public contract for at least one (1) year after such termination. Special Magistrate further acknowledges that Special Magistrate is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

12.25 Nondiscrimination

The Special Magistrate warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression), pregnancy, marital status or national origin (including limited English proficiency). Special Magistrate shall include the foregoing or similar language in its contracts with any Subcontractors.

12.26 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Special Magistrate certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

12.27 Public Records

12.27.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

12.27.2 To the extent Special Magistrate's performance constitutes an act on behalf of the County, Special Magistrate shall comply with all requirements of Florida's public records law. Specifically, if Special Magistrate is expressly authorized, and acts on behalf of the County under the Agreement, Special Magistrate shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Special Magistrate does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Special Magistrate or keep and maintain for inspection and copying all public records required by the County to perform the Services.

12.27.3 If Special Magistrate transfers all public records to the County upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records, Special Magistrate shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

12.27.4 Failure by Special Magistrate to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

12.28 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

12.29 Contingency Fee

The Special Magistrate warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Special Magistrate to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Special Magistrate, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Special Magistrate to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

12.30 Written Notice

12.30.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Special Magistrate's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail, or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Law Offices of James E. Bedsole, LLC
2450 Old Moultrie Road, Suite 104
St. Augustine, FL 32086
Attn: James E. Bedsole
Email Address: jim@bedsolelaw.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

12.30.2 Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Special Magistrate may each change the above addresses at any time

upon prior written notice to the other party.

12.31 Non-Exclusive Right

Special Magistrate has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

The authorized representatives hereto have executed this Agreement as of the dates below. Special Magistrate's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Special Magistrate.

County

Special Magistrate:

St. Johns County (Seal)
(Typed Name)

_____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB
(Printed Name)

(Printed Name)

Purchasing Manager
(Title)

(Title)

(Date of Execution)

(Date of Execution)

ATTEST:
St. Johns County, Florida
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)



NOTICE OF INTENT TO AWARD

July 26, 2024

Misc 1864; Code Enforcement Special Magistrate

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Law Offices of James E. Bedsole, Charles T. Douglas, Jr. P.A., and The Lassiter Law Firm, P.A. as firms that provide the best value, based upon evaluation of submitted Proposals, under **Misc 1864; Code Enforcement Special Magistrate**

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Greg Lulkoski, Procurement Coordinator, via email at glulkoski@sjcfl.us or phone at (904) 209-0156.

St. Johns County, FL
Board of County Commissioners
Purchasing Department

A handwritten signature in blue ink, appearing to read "J. Locklear", is written over a horizontal line.

Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB
Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: _____

7/26/24

Magistrate Interview – James Bedsole

The following is a material representation of the interview questions posed by St. Johns County staff and the responses provided by the Proposers; however, it is not a verbatim transcript of the interview.

1. How have your prior experiences prepared you to handle the complexities of being a Magistrate Judge?

Response: 40 years of experience as an attorney and served as Magistrate for Nassau County, Putnam County, and St Johns County.

2. How would you ensure the rights of all parties involved are protected during proceedings?

Response: Very concerned about the rights of all parties and very careful to avoid lawsuits; especially for the County. It's not very hard to figure out when there is a violation; it's just a matter of finding a way to lever the property owner to do what they should do.

3. What is your approach towards interpreting laws that may be ambiguous or open-ended?

Response: When Legislation doesn't clearly elucidate what we need to do, we need to make reasonable procedures to take whatever goal there is, as long as we stick to the terms of the statute we can say we followed the terms, even if we are vague, in accomplishing the goal. And as I've said, the goal of Code enforcement is to get people to comply. My main concern in some of the cases we've had is that the County would get sued and we have to first of all be sure we are on firm ground in what goes on in the Enforcement Proceeding and any penalties, so that if there is an appeal to Circuit Court, which is not necessarily a kind receptacle for the County. Circuit Judges don't have problem ruling against the County so we have kind of a burden there and we need to really get at all the evidence. The Code Enforcement Officers are very good at providing a lot of evidence and the record makes sure that the orders are cited and protects us from having a case that will fail at Circuit Court. But what I like to see is enough evidence and testimony so that it would not fail and usually property owners provide a lot of that information. They stand up and admit that they have problems; I recite those things in the order to make sure that if somebody wants to take it to Circuit Court, they would have an uphill battle to overturn.

4. How do you stay updated with ongoing changes with the Land Development Code?

Response: Conducting the hearings has educated me a lot and I have downloaded copy of the Land Development Code. I deal in Real Estate a good bit so I am familiar with the code. There is 99% of it I've probably never seen before; it is a tremendous volume of information. But I have to look in there and track down the exact terms of requirements like the case that recently caused such a furor with the pavers beside his house. Those people were absolutely convinced of the goodness, the properness, of their position and I finally had to tell them look you don't need to come back here because I can't do anything but look at the code and you are in violation of the code. It becomes a legislative problem after that. They have to go back and get the County to do something and they have been to the County Commission and been turned down so there's nowhere to go after that.

5. How do you manage communication with individuals who might not fully understand legal jargon?

Response: Property Owners say you can't do that it's not your property. I try to clarify for them real fast yes we can do it and it will happen unless you clean that up.

6. In your opinion, what qualities should a Magistrate Judge possess and why?

Response: From the viewpoint of the public, you need to be fair and I think that solves a lot of problems. First coming at it they may be irate or resistant and if you speak to them in a kind way and let them know that they have a say in this too. And I don't necessarily negotiate with anybody, but you know, you've been to plenty of hearings, and that I try to find a way to get people motivated to clean it up so that we can get it off their plate. Some people are not necessarily straight forward whenever they act like that; they really want to get to help and I know that some people will, when you write them a citation, will pay the citation and then they won't do anything at all. So, I like daily fines for that and my go-to fine is \$50 a day and I just keep reiterating to people that it runs into money; its \$1,500 a month. We could tag on bigger fines but if you are talking about somebody's homestead, it is not likely that you could ever collect. So, it's a poor phycological thing more than anything else. When there seems to be a long-term problem, and there are fines in place I have kind of resorted to telling people that if you get this fixed, I will work on those fines but until then it is going to continue to grow. So, they don't forget about it; in an outlook of solitude, they will come back to that, they look at it, \$50 a day or \$100 a day whatever the fine is does get people.

7. How have you handled situations where public sentiment was against a legally correct decision?

Response: There are situations that people come in like the neighbors in the Northwest part of the County; his neighbors came and just wanted in the worst way to go on about it and had pictures on it. I already had that, but people want to speak. I think that's great but once I've got the information, I don't need to hear it over and over again. So, having a bunch of people in the audience, people who are affected by a decision be unhappy because it can't happen overnight, or doesn't turn out the way they want. I think that is just something that everyone is just going to have to get used to. But if everyone is convinced that it is fair, that goes a long way to soothing all those hurt feelings, even if it turns out against them, they feel like they had a fair hearing.

8. What measures would you take to ensure efficient case management and timely delivery of justice?

Response: Well, Case Management, the only contact I have with your staff are the Case Managers. All I have to look at is what they bring to me, and sometimes, if I don't feel that I have enough, I have asserted that in an order, I would like to see this or I'd like to see that, to clarify things and I don't mind sharing those requests with the Code Enforcement people too. So, I feel I have a pretty good rapport with everybody on your staff and they have proven to be the heart; hard-working and diligent, consistent, all the good things you have to have in that situation because you know if you ask for that information and it leads to bad results, and so I depend on them to tell me what they want to do and I ask them what they want to do in the hearings what they want to do. Well "we want to fine them, we want to do this" – some of the things I will do and some I won't but ultimately, I depend on the Code Enforcement Officers to tell me what they think. They've been out working with the people and they know a lot more about it than I do. I see the evidence that comes in but I depend on them. I think they are a pretty sensible bunch. They don't usually show up with something that doesn't have a basis, so I depend on them. My part is to hold a hearing and then issue whatever kind of order that needs to come out of it.

9. If you are chosen, would your Firm have the flexibility to meet our schedule?

Response: Yes, sure, that's not a problem.

10. Discuss your experience with Judicial and Administrative hearings.

Response: You heard me say earlier I've been conducting hearings; you know I used to be a Code Enforcement Magistrate probably ten or fifteen years ago, it was in the early 2000s when the building boom was on; it became this thing where builders would put hundreds of signs; just stick them in the ground, will-nilly, all around the intersections. And they had side walkers all over the place, holding the signs, spinning the signs, holding them up for people in the traffic to see. It created kind of a hazard. So, toward the end of it they had advertisement administrators for the developers who had big budgets, hundreds of thousands of dollars. And so I just started fining them for every single sign and I would fine \$10 per sign and that might be a few hundred dollars. The next time they came back it was \$50 a sign – and that was more money. I think the last fine I wrote was \$19,000. It was 190 signs that were posted at an intersection at the Northwest part of the County – I fined them \$100 per sign and you know that the only comment that he had was that's going to knock a hole in my advertising budget

11. Have you ever incurred any disciplinary action from the Florida Bar?

Response: No. Anybody who practices a long time gets bar complaints. In 40 years I think I have had six; maybe seven, but they have never included anything except complaints that were unfounded.

Magistrate Interview Questions – Derri Lassiter Young

The following is a material representation of the interview questions posed by St. Johns County staff and the responses provided by the Proposers; however, it is not a verbatim transcript of the interview.

1. How have your prior experiences prepared you to handle the complexities of being a Magistrate Judge?

Response: Well, as you know, I've been practicing law for several years. I've also owned my own practice for several years as well. Obviously, when you own your own practice there are some complexities that come into play and you have to make some pretty harsh decisions. Not only that, I have also been an elected official for the last four years to the CDD Board; I serve as the Co-Chair. There have been times when I've had to make decisions, even when some of the members of the community didn't feel as if that was the best decision. However, I've had to adhere to the law as well as the bylaws and I've had to make that decision based upon those rules and regulations. I have been in the practice of law, like I said, for several years. Even before becoming an attorney, I was actually a paralegal and I served as a legal assistant. So, I think that my life-long experiences and my dedication to everything I've done in the legal field definitely allowed me to gain that experience that is needed to be a Magistrate.

2. How would you ensure the rights of all parties involved are protected during proceedings?

Response: Well, I know that when people come that they are from all walks of life and I truly believe that as a Special Magistrate we have a duty and that is not to judge – when I say judge, I mean on the basis of race, religion, sexual orientation, peoples backgrounds. I think we need to make sure we are fair across the board and not place judgment on others before hearing the case. We also need to be sure that we follow the law within that realm of things, as well. I know some people are going to come in and are going to be represented and there are going to be some people who are not represented. Those ones who are not represented, they may not really understand some of the things that, or some of the legal jargon, that they hear within those hearings. And I think that as a Special Magistrate, we cannot give legal advice; however, we have to make sure that they clearly understand what we are determining or what decisions we have made and in doing so may be, in plain language, so I think that may also have to do with protecting the rights of both parties; just making sure that there is fairness within the courtroom and that there is no discrimination whatsoever.

3. What is your approach towards interpreting laws that may be ambiguous or open-ended?

Response: My first approach would be to see if that there is any case law that would help interpret that rule or regulation. If there is no case law that is clearly on point or relates to the matter, the next thing I would look for is the purpose of the law. So you can do a little research on the purpose on which the law was established; so that would be the second approach. And I think in doing that, I have found over the years, that doing that is the best way to approach an ambiguous law.

4. How do you stay updated with ongoing changes with the Land Development Code?

Response: Yes, well, recently I have been doing my own personal research, just studying the code myself; especially when I decided I would apply for this position. Even before that, based upon my own personal experience, being my husband and I decided to become our own general contractors. And in

doing so, that really opened the eyes for me on Code Enforcement, with other land use regulations and that really piqued my interest in getting more involved, honestly and definitely just studying and making sure that I'm looking out for any of those amendments or updates.

5. How do you manage communication with individuals who might not fully understand legal jargon?

Response: Well, I think that I mentioned this a little bit before, I think that usually when they have things like that in their mind, their own vision I guess of the law, I think it is important that a Special Magistrate makes sure that they understand. I think that is very important, especially when you have parties representing themselves; that seems to be where the problem lies and I'm sure that there are going to be several who come in that are going to represent themselves or may not be able to afford council and I think trying to put it in as plain language as possible and then asking them again do you understand each element, or do you understand what the violation is, or do you understand what the punishment is going to be; I think that is very, very important.

6. How do you balance between adhering strictly to the letter of the law and considering individual circumstances?

Response: Well, I think that it is important that the Special Magistrate adheres to the law. I don't think that there should be a deviation from the law at all. I think that if there are situations or circumstances where you can, not necessarily be lenient, but where there is discretion and the law provides that you do have some discretionary powers, I think that particular situation is when you should use discretion, but I do believe you should adhere to the law of the land.

7. In your opinion, what qualities should a Magistrate Judge possess and why?

Response: Well, number one, I think that a Magistrate should possess, first of all, honesty. As I have been in practice for so long, I know that attorneys do have a bad reputation, in some instances. And I have never been in that category; however, I know that there are stereotypes, but I think that honesty is something that is definitely at the forefront. And making sure that we are ethical is another thing that I think a Magistrate should possess. Not only that, but I think that as a Special Magistrate, I think we should be dedicated because I do realize that in some instances these are people's lives that are at stake with a lot of the violations that come through, I'm sure, and if we are not dedicated to the job, not only to making sure that the County, that we take into consideration the County's position, as well, but we have to be dedicated to be sure that we do the right thing. I think that definitely is a great thing to possess, being a Special Magistrate, is just having dedication, no doubt about it. I will speak just upon myself, you know that one thing I truly believe on everything I have done as far as an attorney, all the positions that I have held, I don't take it lightly, I'm very humble about it – I am dedicated; you can believe that.

7. How have you handled situations where public sentiment was against a legally correct decision?

Response: Well, as Co-Chairman of the CDD Board for the past four years, I have made some tough decisions and everyone was not happy about it. However, there was a violation; it clearly stated that these are the rules, regardless. And the decision had to be made. So, I try not to allow what the community feels reflect my decision as it pertains to the law or a regulation. So that is kind of how I approach it. Like I said before, if there are particular circumstances where there is discretion, that is a

different situation. However, if there is no discretion in the matter and there is clearly a violation, I believe that the law should be followed.

8. What measures would you take to ensure efficient case management and timely delivery of justice?

Response: So, as far as efficient case management, I have been practicing for over twenty years. I have been in private practice since about 2006. Now in the past couple of years, I have actually been phasing out of the private practice and then within the last year, I am kind of wrapping up some of those cases because I personally want to do something different in life than private practice and that is one of the reasons I am applying for this position. So I do not have that many cases left on my caseload. I am currently pretty much a part-time attorney right now. Also, to be honest with you, I train horses and that is one of my other passions and loves and so I just want to reach a different level in my life. I've done private practice and I have worked for large law firms and now is time for me to step up, to this position. So, I have the time to dedicate to it and that is what I plan to do. Being that I do have the time to dedicate to making sure that the orders are prepared and making sure that everything is delivered and making sure that the parties receive those orders in a timely manner, and I know that sometimes, this is from my own experience, I have had orders that have sat on the judge's desk, with all the evidence and documentation and it took almost a year for me to receive an order – and that has happened quite a bit, to be honest with you. And I have said that if I am ever on the bench, that is something that I will not do. I am definitely a person that is of time management, and you know, honestly, my conscience will not allow me to do that.

9. If you are chosen, would your Firm have the flexibility to meet our schedule?

Response: Yes, absolutely. As I said, I have definitely decreased my caseload and I definitely have the ability to be very flexible with the calendar; absolutely.

10. Have you ever incurred any disciplinary action from the Florida Bar?

Response: No, I have not; never in my years of practice, no.



St. Johns County, Florida
Request for Proposal Form
Revised Misc. 1864; Code Enforcement Special Magistrate

St. Johns County is soliciting Proposals from qualified attorneys, licensed in the State of Florida, to be appointed as the County's Code Enforcement Special Magistrate with authority to conduct hearings, make findings of facts, and if warranted, impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing certain codes and ordinances in force within the County where a pending or repeated violation continues to exist. Services must be performed in accordance with Chapter 162, Florida Statutes.

Proposals must be submitted to Greg Lulkoski, Procurement Coordinator, via email at glulkoski@sjcfl.us no later than Friday, June 14, 2024 at 11:00 AM EST.

In submitting a response to this RFP, Proposers shall provide the information below along with any and all additional documentation or information necessary to verify qualifications (licenses, certifications, etc.), experience and/or other pertinent information associated with responding to this RFP.

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Proposers must further certify that no person having any interest shall be employed by Proposer for the performance of any of the required services as provided herein. Proposers must disclose within their submitted Proposal, any and all potential conflicts of interest for any prospective business association, interest or circumstance, which may conflict with the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest. Proposer must also disclose any contractual or employment relationship with any County officer or employee, as well as any ownership interest held by any County officer or employee. Failure to disclose this information may result in cancellation of award, termination of contract, suspension or debarment.

Full Legal Company Name: LAW OFFICES OF JAMES E. BEDSOLE, LLC

Mailing Address: 2450 Old Moultrie Rd., Ste. 104, St. Augustine, FL 32086

Authorized Representative Printed Name & Title: JAMES E. BEDSOLE, Manager

Authorized Representative Signature:  Date: June 4, 2024

*By signing above, Representative certifies that he/she is an authorized representative of the responding firm, and that all information submitted with this Proposal is true and complete. Representative also certifies that the responding firm meets any and all qualifications required to perform the required services associated with this request.

Phone #: (904) 797-8701

E-mail: service@bedsolelaw.com

Name and Title of Point of Contact for Invitation to PaymentWorks:

JAMES E. BEDSOLE, Manager

E-mail address of Point of Contact for Invitation to PaymentWorks:

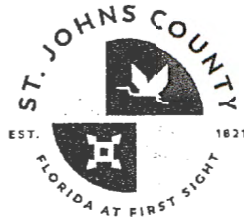
service@bedsolelaw.com

PROPOSED HOURLY RATE:

The hourly rate submitted below must be inclusive of any and all fees, charges, amounts, and costs associated with performing the required Services. This hourly rate shall be the basis of payment for services satisfactorily performed.

\$ 275.00

Hourly Billable Rate (Numerical)



ADDENDUM #1

May 31, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Misc. 1864; Code Enforcement Special Magistrate

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into **Misc. 1864; Code Enforcement Special Magistrate** Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their Proposal as provided in the Proposal Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Proposal Documents:

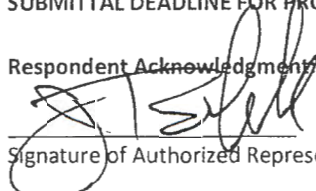
1. **Minimum Qualifications** has been revised to include the following sentence:
"Consultants must submit verification of meeting the minimum qualification stated above."
2. **Basis for Award** has been revised to the following text:
"The basis of award for this Request for Proposals shall be Best Value, with consideration of experience, team, and price. The Proposals will be reviewed with these factors in mind in order for County staff to determine which proposal provides the Best Value to St. Johns County. St. Johns County reserves the right to accept or reject any or all Proposals, waive minor formalities or irregularities, and to award the Proposal that best serves the interests of St. Johns County.

Awarded Consultant will be issued a two-year contract."

3. The deadline for the submittal of questions has been extended to 4:00 PM EST, Tuesday, May 28, 2024.
4. The deadline for the submittal of Proposals has been extended to 11:00 AM EST, Friday, June 14, 2024.
5. Revised Misc. 1864; Code Enforcement Special Magistrate is attached hereto.

SUBMITTAL DEADLINE FOR PROPOSALS IS HEREBY CHANGED TO: FRIDAY, JUNE 14, 2024 at 11:00 AM EST

Respondent Acknowledgment


Signature of Authorized Representative

JAMES E. BEDSOLE, Owner

Printed Name/Title Authorized Representative

Law Offices of James E. Bedsole, LLC

Respondent Company Name

END OF ADDENDUM NO. 1

Law Offices
JAMES E. BEDSOLE, LLC
2450 Old Moultrie Road, Suite 104
St. Augustine, Florida 32086
(904) 797-8701
service@bedsolelaw.com

June 4, 2024

Greg Lulkoski, Procurement Coordinator
St. Johns County Purchasing Division
500 San Sebastian Way
St. Augustine, FL 32084

Via email glulkoski@sjcfl.us

Re: Misc. 1864: Code Enforcement Special Magistrate

Dear Mr. Lulkoski:

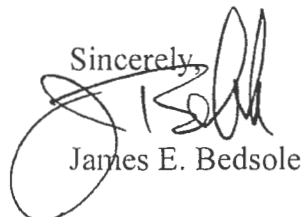
Thank you for allowing me to re-apply for the Code Enforcement Special Magistrate position. I have been the county's special magistrate for code enforcement for the past two years and served for several years prior to that, as well, and have always enjoyed the position. Copies my updated resumé, Florida Bar certificate of good standing, St. Johns County Business Tax Receipt, proof of corporate status, and proofs of insurance are attached. Also attached are some recent writing samples. I am willing to increase professional liability insurance and auto insurance to the required limits if I am re-appointed. Because of its small size, my firm is not required to carry workers compensation insurance.

My main contact in county administration for the code enforcement been County Attorney Jalisa Ferguson at (904)209-0805 and jferguson@sjcfl.us. For the Value Adjustment Board of St. Johns County, VAB Clerk Robin Platt at (904)819-3644 and rplatt@stjohnsclerk.com. For the Value Adjustment Board of Putnam County, VAB Clerk Sarah Herbein at (386)819-7674 and sarah.herbein@putnam-fl.gov.

For each value adjustment board I serve as a legal resource and draft orders and decisions for them when required. Putnam County does not use magistrates for its VAB, so I prepare all of their written decisions. By statute, the decisions must be issued to the property owner within 20 days. Most written decisions for code enforcement hearings are issued within a week after the hearing. There have been several very extensive hearings which required more time to issue an order because of the extent and volume of the testimony and evidence.

No litigation has ever been filed against my firm for legal malpractice or any other cause of action and I remain the only attorney in the firm. We do not associate or sub-contract with other attorneys for our work. My schedule is flexible and will easily allow for the projected hearing caseload. Although our billing rate of \$275.00 per hour is an increase from two years ago, it continues to represent a forty percent (40%) discount from our regular office rate. Thank you for your consideration of this application and please feel free to contact me if you have any questions or need clarification of any item.

Sincerely,



James E. Bedsole

JEB/rbg

RESUME

JAMES E. BEDSOLE, Esq.
2450 Old Moultrie Road, Ste. 104
St. Augustine, FL 32086
Phone: (904) 797-8701
Email: service@bedsolelaw.com

EDUCATION

JURIS DOCTOR, May, 1985

University of Florida College of Law

- Academic Honors 1984 and 1985, University of Florida Law School
- Judicial Clerkship, 8th Circuit, 1983-1984
- Research Assistant, University of Florida Center For Governmental Responsibility, 1984-1985

Continuing Legal Education in Real Property, Probate, Trusts, General Civil Trials and Litigation, Estate Planning, Medicaid, Administrative Law, Animal Law, Florida Homestead Law, Tax Law and Government Law 1990-2024.

Certified Circuit Civil Mediation Training, 2007, University of South Florida Center For Alternative Dispute Resolution

BACHELOR OF ARTS, Cum Laude, 1975

Florida State University

- Academic Honors, 1973-1975

EXPERIENCE AND ACTIVITIES

ADMITTED TO PRACTICE in all courts of the State of Florida.

MEMBER, St. Johns County Bar Association, the Florida Bar, Florida Bar Real Property, Probate and Trust Law Section. Former member of the Florida Academy of Trial Lawyers, Association of Trial Lawyers of America, Florida Association of School Board Attorneys and Local Government Law Section of the Florida Bar, 1985-2015.

MENTOR ATTORNEY, Florida Bar's voluntary Lawyers Assisting Lawyers Program advising other Florida attorneys throughout the state who seek practical advice on issues relating to probate law, estate planning, medicaid and real estate law, 2000-2024.

GENERAL COUNSEL, St. Augustine Port, Waterway and Beach District, 2010 - 2022. This is a special district with authority over waterways and beaches within most of St. Johns County. Issues include public funding, taxation, Florida TRIM laws, Environmental Law, public contract administration, and elections.

GENERAL COUNSEL, School Board of St. Johns County, 1990-1996, Special Counsel, 1988-1990, Special Council 1996-2000, on limited issues related to real estate transactions and expulsions.

SPECIAL COUNSEL, Board of County Commissioners, St. Johns County, in certain real property litigation in which the county was a party, 1997-2000.

MANAGING PARTNER, Bedsole and Conner, 7 Old Mission Avenue, St. Augustine, Florida 1993-2008. Areas of practice included litigation in decedents' estates, real estate, commercial contracts, real estate transactions, probate administration, medicaid planning and appeals, land use, and non-profit corporations, 1997-2008.

PARTNER, Bennett and Bedsole, St. Augustine, Florida, 1986-1993, general civil practice and representation of local government agencies.

LAW CLERK, Selber and Selber, Jacksonville, Florida, 1985-1986, commercial litigation firm representing institutional creditors in Florida courts and U.S. Bankruptcy Court.

INDEPENDENT RESIDENTIAL SUB-CONTRACTOR, St. Johns County, Florida, 1978-1982.

PSYCHOLOGICAL TECHNICIAN, Tri-County Mental Health Services, St. Augustine, Florida, 1976-1977.

EMERGENCY SERVICES/CRISIS INTERVENTION SPECIALIST, Florida State University Counseling Center, 1974-1975.

ANIMAL CONTROL HEARING MAGISTRATE, St. Johns County, Florida, on an as-needed basis, 2009-2024. Cases involving attacks by dogs on humans and animals. Issues usually revolve around the severity of injuries and the owners' efforts to control their animals, or the lack thereof. Hearings are designed to review decisions by the Department of Animal Control and recommended outcome which may be followed by the County Administrator.

CODE ENFORCEMENT MAGISTRATE, St. Johns County, 2007-2009, 2022-2024. Cases since 2022 have involved public nuisance and health problems created by trash, debris, junk automobiles, and construction and zoning violations on residential and commercial property.

PRIVATE COUNSEL, VAB OF ST. JOHNS COUNTY, now serving as private counsel for Value Adjustment Board. Issues include ad valorem taxation of business and private property, homestead and all other exemptions from property tax, land use classifications, public meeting law, public record law, and due process law in evidentiary hearings, 2010-2024.

PRIVATE COUNSEL, VAB OF PUTNAM COUNTY, same position and issues for Value Adjustment Board of Putnam County, a neighbor of St. Johns County. Putnam is considered economically constrained compared to most Florida Counties, 2018-2024.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0500194
James Edwin Bedsole
Law Office of James E. Bedsole
Law Offices of James E Bedsole, LLC 2450 Old
Moultrie Rd Ste 104
Saint Augustine, FL 32086-3100

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 16, 1985**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 4th day of **June, 2024**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-287744



This Receipt is issued pursuant to
County ordinance 87-36

**2023/2024 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1004883
EXPIRES September 30, 2024

Business Type Attorney
Location 2450 Old Moultrie Rd # 104
St Augustine FL 32084

**New Business
Transfer**

Business Name James E Bedsole

Owner Name Bedsole James E

**Mailing
Address** [REDACTED]



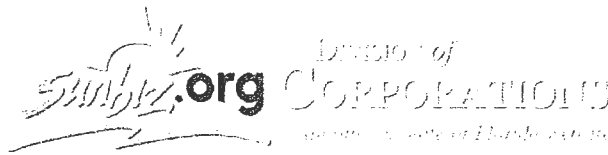
Tax	30.00
Penalty	0.00
Cost	0.00
Total	30.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2022-8510425 on 07/10/23 for \$30.00



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
LAW OFFICES OF JAMES E. BEDSOLE, LLC

Filing Information

Document Number	L08000097721
FEI/EIN Number	26-3545690
Date Filed	10/16/2008
State	FL
Status	ACTIVE

Principal Address

2450 Old Moultrie Road
Suite 104
ST. AUGUSTINE, FL 32086

Changed: 01/06/2015

Mailing Address

2450 Old Moultrie Road
Suite 104
ST. AUGUSTINE, FL 32086

Changed: 01/06/2015

Registered Agent Name & Address

BEDSOLE, JAMES E
2450 Old Moultrie Road
Suite 104
ST. AUGUSTINE, FL 32086

Name Changed: 01/06/2015

Address Changed: 01/06/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

BEDSOLE, JAMES E
2450 Old Moultrie Road
Suite 104

ST. AUGUSTINE, FL 32086

Annual Reports

Report Year	Filed Date
2022	01/26/2022
2023	01/23/2023
2024	02/09/2024

Document Images

02/09/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
02/24/2010 -- ANNUAL REPORT	View image in PDF format
03/04/2009 -- ANNUAL REPORT	View image in PDF format
10/16/2008 -- Florida Limited Liability	View image in PDF format

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

MATURITY:

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSUREDS CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

COMPANY: National Union Fire Insurance Company of Pittsburgh, PA		POLICY NUMBER: 015215807-23		
Item 1. Named Insured: Law Offices of James E Bedsole, LLC 2450 Old Moultrie Road Suite 104 Saint Augustine, FL 32086-3100		Item 2. Policy Period: (A) Inception Date: 10/11/2023 (B) Expiration Date: 10/11/2024 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>		
Item 3. Limits of Liability: (A) \$1,000,000 each Claim (B) \$1,000,000 Aggregate		Item 4. Deductible \$5,000 each Claim		
Item 5. Retroactive Date: 10/11/2011		Item 6. Premium: \$4,042.00 FIGA Assessment Surcharge: \$69.00 Total: \$4,111.00		
Item 7. Notices to Company: <u>Notice of Claim To Be Sent To:</u> Thomas W. Wilson, Jr., Esq. Wilson Elser Consulting LLC 150 E. 42nd Street New York, NY 10017 Phone: 212-915-5771 AttysAdvClaimNoticeAIG@wilsonelser.com		<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Phone: 267-459-3233 Fax: 312.381.0875 AffinityLawyersAdmin@aon.com		
Item 8. Endorsements Effective at Inception:				
141781(01/22) 118477(03/15) 119914(10/16) 141772(01/22) 141787(01/22)				
141825(01/22) 74825(01/22) 76105(10/18) 89644(06/13) 91222(09/16)				

The **Company** has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the **Company**.



Authorized Representative

10/11/2023

Date




VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
06/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER TRAVELERS PO BOX 2906 HARTFORD, CT 06104-9900	CONTACT NAME: PHONE (A/C, No, Ext): 800-842-5075 FAX (A/C, No):	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED JAMES BEDSOLE 	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : THE STANDARD FIRE INSURANCE COMPANY 19070	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR 2019	MAKE / MANUFACTURER CHEVR	MODEL TAHOE PREM	BODY TYPE PU	VEHICLE IDENTIFICATION NUMBER 1GNSKCKJ9KR238459
DESCRIPTION			VEHICLE / EQUIPMENT VALUE	SERIAL NUMBER

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).		

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	6075418032031	03/25/2024	09/25/2024	COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$ 50,000
						BODILY INJURY (Per accident)	\$ 100,000
						PROPERTY DAMAGE	\$ 50,000
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMSMADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
	<input checked="" type="checkbox"/>	VEH COLLISION LOSS	6075418032031	03/25/2024	09/25/2024	<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 1,000 DED
	<input checked="" type="checkbox"/>	VEH COMP <input type="checkbox"/> VEH OTC	6075418032031	03/25/2024	09/25/2024	<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 500 OED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED			DESCRIPTION OF THE ADDITIONAL INTEREST		
NAME AND ADDRESS OF ADDITIONAL INTEREST			<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE		
			LOAN / LEASE NUMBER		
			AUTHORIZED REPRESENTATIVE <i>Jan Zimmerman</i>		

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ST. JOHNS COUNTY CODE ENFORCEMENT BOARD

KEVIN M. MASON, Respondent.

CASE NO. 1905254

LOCATION: 1821 Autumnbrook Lane, St. Johns, Florida 32259

VIOLATIONS: IPMC 2015-8, Sections 101.4, 301.1, 301.2, 302.1,
302.5, 302.7, 302.8, and 308.1

ORDER FINDING VIOLATION

The Special Magistrate heard testimony and examined evidence at a hearing on January 31, 2023, and based on the evidence, has adjudged as follows:

Findings of Fact

All witnesses were sworn prior to testifying. Officer Richard Chiumento testified that respondent Kevin M. Mason owns a home at 1821 Autumnbrook Lane in St. Johns, Florida, which has for several years been littered with a collection of unregistered vehicles, trash, machinery, furniture and debris stored in the open in violation of county ordinances. Warnings regarding this were served on Mr. Mason on August 16, 2019 and March 18, 2020. When code enforcement officers saw no improvement in the situation, citations were issued on July 9, 2020, and July 28, 2022.

Mr. Mason paid the fines levied by citations and has made an effort to clean up the property but the problem has not been resolved. Recent photographs duly admitted into evidence show the property contains hundreds of pieces of furniture, machinery, all sorts of containers, inoperative motor vehicles, playground equipment, and other miscellaneous items. The home is surrounded by tall fences or walls erected by Mr. Mason in an effort to shield these items from view, but they are able to be seen despite Mr. Mason's efforts. Chance Henderson, a member of the local neighborhood association, testified that the association has attempted to help Mr. Mason remediate his property but that Mr. Mason has refused assistance and has stated that he intends to clean it up himself.

Mr. Mason testified that none of the items are now visible from the street but did admit that his next door neighbors can easily view his back yard. He complained that code enforcement officers illegally entered on his land to take the photos, but this does not appear to have been true or even necessary given the fact the items are visible from the neighboring houses without trespassing. Thus, the allegations of the both the citations he received have

been completely proven and substantiated by the evidence and testimony given at the hearing.


Conclusions of Law

Mr. Mason admitted all of the violations and allegations lodged against him and his property by code enforcement officers. He blamed his health for his failure to remedy the problem and offered other reasons which are not relevant as the situation has existed unabated for many years.

It Is Therefore Ordered

The property shall be reinspected by code enforcement officers after thirty (30) days from the date of this order and, if the property remains out of compliance at that time, another hearing before the magistrate shall be set to consider the imposition of penalties which may include fines and other remedial measures as requested by the county.

DONE AND ORDERED this 3rd day of February, 2023.



Special Magistrate for Code Enforcement

**ST. JOHNS COUNTY CODE ENFORCEMENT BOARD
CASE NO. 2106549**

**ROBERT J. IRONS and
ISABEL C. HAMELERS-IRONS, Respondents.**

**PROPERTY LOCATION: 2382 Nottingham Forest Pl.
St. Johns, FL 32259-8307**

**VIOLATION OF SECTION(S): IPMC 101.4.4 Sec. 302.7, 304.19, fence and
gate in disrepair; Sec. 303.1, 303.2, unfenced
and unsanitary pool**

ORDER FINDING VIOLATIONS AND CONTINUING HEARING

The magistrate heard sworn testimony and examined admitted evidence at a hearing on July 12, 2023. Based on the evidence duly admitted and the testimony given under oath, it is adjudged as follows:

FINDINGS OF FACT

Officer Lori Troxel presented recent photographs and testified that the violations previously cited on the Irons' property remain and that little or nothing has been done to remedy the situation. The property contains broken fences with gates in substantial disrepair, a yard overgrown with weeds and other vegetation, and a stagnant pool which has not been maintained in years. The owners appear to have taken no action to repair the fences and gates or to secure the pool. According to Officer Troxel, the pool is not maintained, contains stagnant water, and remains a safety and health hazard because of its condition and lack of maintenance. She said the fence around the pool is not secure and the latches are broken. The owners have previously received citations because of the condition of their property but have not corrected the problems and violations. Officer Troxel requested an order authorizing the county to enter the property and secure or remove the pool, which is a hazard to health and safety.

Owner Robert Irons testified under oath that some of the debris in the yard has been removed but that he has been unable to locate a fence builder who is willing to repair the fences and gates. Officer Troxel said the pool was built pursuant to a valid construction permit but no permit exists to show it has been either abandoned, demolished or lawfully

converted into another type of structure. Mr. Irons has refused to allow code enforcement staff to inspect the pool. Aerial photographs displayed in previous hearing have confirmed the pool remains on the property and is not covered or maintained. The broken gates constitute a serious hazard because they could allow children to enter the pool area. Mr. Irons said he has tried to find a contractor who will help but has met with no success.

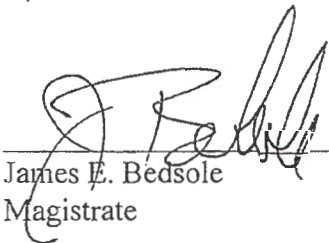
CONCLUSIONS OF LAW

The evidence and testimony show that nothing has been done to correct the serious problems existing on the property and that the owners are either unwilling or unable to repair these problems. Statutory authority exists which would allow the county to enter the property to secure the hazards there and, if so, the cost will be assessed against the owners and become a lien on their home.

IT IS THEREFORE ORDERED:

This matter will be continued to the hearing on August 9, 2023, at which time the county shall report as to the condition of the property. If it is found that substantial action has not been taken secure the pool, county code enforcement will be authorized to enter the property and secure or remove the pool.

DONE AND ORDERED on July 14, 2023.



James E. Bedsole
Magistrate

**ST. JOHNS COUNTY CODE ENFORCEMENT BOARD
CASE NO. 2106549**

**ROBERT J. IRONS and
ISABEL C. HAMELERS-IRONS, Respondents.**

**PROPERTY LOCATION: 2382 Nottingham Forest Pl.
St. Johns, FL 32259-8307**

**VIOLATION OF SECTION(S): IPMC 101.4.4 Sec. 302.7, 304.19, fence and
gate in disrepair; Sec. 303.1, 303.2, unfenced
and unsanitary pool**

**ORDER FINDING CONTINUING VIOLATIONS AND AUTHORIZING
REMEDATION**

The magistrate heard sworn testimony and examined admitted evidence at a hearing on August 9, 2023, and, based on the testimony and evidence admitted, has adjudged as follows:

FINDINGS OF FACT

Officer Lori Troxel presented recent photographs and testified that violations previously cited on the Irons' property remain and that nothing appears to have been done to repair the broken fence and gate enclosing the owners' pool. According to Officer Troxel, the pool is a safety and health hazard because of its accessibility, condition and lack of maintenance. The fence around the pool is not secure and its gate latches are broken. Because the owners have failed and refused to correct these conditions, she requested an order authorizing the county to enter the property, remove the fence and secure or remove the pool as previously requested.

Owner Robert Irons stated under oath that he has been unable to locate a builder to repair the fences and gates and that nothing has been done to secure the pool. He also questioned why it took so long for the county to take enforcement action. The magistrate reminded Mr. Irons that ample time had been allowed for him to repair the violations cited by the county and that his failure to do so has led to the necessity of the county taking unilateral action to remove the violations.

CONCLUSIONS OF LAW

The evidence and testimony show that nothing has been done to correct the serious conditions previously cited on the property. Mr. Irons testimony made it clear that he does not consider himself responsible to eliminate these potentially life-threatening violations. Statutory authority exists which allows the county to enter the property to eliminate or secure these hazards and, if this is done, the costs incurred by the county will be assessed against the owners and become a lien on their property.

IT IS THEREFORE ORDERED:

Code enforcement officials have requested authorization to enter the Irons property located at 2382 Nottingham Forest Place, St. Johns, Florida, and remove the broken fence and gates and secure the pool in any manner necessary to eliminate the public health hazard. The magistrate hereby grants this request. The expenses incurred by the county in carrying out these remedial measures shall be assessed against the property owners individually and shall become a lien upon their property in favor of St. Johns County pursuant to Florida law.

DONE AND ORDERED on August 17, 2023.

James E. Bedsole
Magistrate

Nassau County Value Adjustment Board
Petition 2021-01
Ocean Highway and Port Authority

FINDINGS OF FACT

This petition for reinstatement of ad valorem tax exemption by the Ocean Highway and Port Authority of Nassau County (OHPA) was heard before the special magistrate for exemptions and classifications on November 16, 2021, at the Nassau County courthouse. Property appraiser Michael Hickox attended the hearing and was accompanied by his attorney, Loren Levy, chief deputy appraiser Kevin Lilly, commercial appraiser Darrell Cook, and exemptions supervisor Deborah Bailey. Appearing on behalf of OHPA was its chairman, Danny Fullwood, and its attorney, Patrick Krechowski. All witnesses were sworn prior to testifying.

Mr. Levy explained that 2021 is the first year since OHPA was created in 1941 that any portion of its property has been subjected to ad valorem taxation by the property appraiser. According to Mr. Levy, the precipitating series of events which brought OHPA's tax status to the attention of the property appraiser was a widely-publicized legal fight involving the contractor which operates the Port of Fernandina, Nassau Terminals, LLC, (Nassau), a Delaware corporation. Nassau and its predecessor entities have operated the port's terminal, warehouses and docks on behalf of OHPA since 1985 under prior versions of the current Operating Agreement signed in 2018. Under the terms of the agreement, OHPA depends totally on Nassau for the day-to-day operation of the port including, but not limited to, loading, unloading, transferring, storing, and handling cargo of all types in and out of the port including collecting all fees and providing all services such as security, stevedoring, warehousing, storage and reclaim.

The publicized legal issue was whether Nassau, as the independent contractor responsible for day-to-day operations, was subject to the requirements of Florida's open records law and whether it would be required to produce its records upon request, as a government agency contractor. The magistrate takes notice of the ruling by the local circuit court but finds it unnecessary to rely on it for purposes of this recommendation. Also, many newspaper articles on the subject were provided by the property appraiser and were accepted on proffer for later consideration. Upon review, the magistrate finds the newspaper articles to be irrelevant and declines to take them into consideration.

Mr. Lilly testified that research by the property appraiser led him to conclude that taxing the parcels used by Nassau is appropriate because, in the opinion of the property appraiser, the Operating Agreement between Nassau and OHPA actually constitutes a lease of the property for which Nassau pays rent to OHPA. He said part of the reason for this position lies in a newspaper account that certain inspectors seeking to enter the port to examine OHPA property were denied entry by Nassau. To the property appraiser, this indicated that Nassau held an exclusive possessory interest in the port by means of the Operating Agreement. If this were correct, it would nullify OHPA's exemption from taxation as to the parcels "leased" by Nassau. Mr. Lilly added that a number of OHPA parcels are not taxed because there are no improvements located on them and they are not used by Nassau. Consequently, the property appraiser issued a notice of

disapproval of OHPA's exempt status and this petition followed.

Danny Fullwood, chairman of the OHPA's board, discussed the history of the port and details regarding its operation. He said OHPA's board consists of five members serving four year terms and that the board has one employee who acts as a secretary and administrative assistant. All operations of the Port of Fernandina are delegated to Nassau pursuant to the terms of the Operating Agreement with OHPA. He said OHPA has used independent contractors to operate its facility ever since it was founded in 1941 and that it has never had more than one employee. Although the geographical area in which the OHPA's charter allows it to operate extends beyond the borders of Nassau County into all the bordering counties of Florida and into the State of Georgia, the charter provides no taxing authority of any kind. As a result, all of OHPA's revenues are derived from the fees and charges collected by the Port of Fernandina facility. This makes Nassau the sole agent utilized by OHPA to carry out the purposes of its charter, i.e., Laws of Florida Chapter 2005-293. Mr. Fullwood testified that, to his knowledge, all of the work done now by Nassau on behalf of OHPA consists solely and completely of functions allowed by OHPA's charter, and nothing else. Mr. Fullwood added that the issue of inspectors temporarily failing to be admitted to the facility was due to safety concerns on the part of the operator and that the inspectors were delayed but later allowed entry.

Attorney Patrick Krechowski testified the port has no disagreement with the property appraiser regarding the caselaw or the statutory regulations surrounding the issue of taxation. He said the only real disagreement is over the facts. He reiterated Mr. Fullwood's testimony that all of the functions carried out by the operator of the facility are functions delegated to OHPA in its charter and that they are all functions of government. He said the Operating Agreement with Nassau is not a lease and provides no possessory interest in the land, only the necessary ability to utilize the port facility. He said OHPA is paid an annual fee and per-ton facility use charges by Nassau, but no rent, and that, other than grants, Nassau's payments are the sole source of OHPA revenue.

CONCLUSIONS OF LAW

In reviewing the denial of an exemption it must first be determined whether the notice of disapproval (DR-490) satisfies the requirements of section 196.193(5), Fla.Stats. The magistrate finds the property appraiser's notice of disapproval is legally sufficient. The party initiating the challenge to the denial of an exemption has the burden of proving by a preponderance of the evidence that the exemption status assigned to the subject property is incorrect. 194.301(2)(d), Fla.Stats.

Petitioner OHPA is a special district created in 1941 by the Florida Legislature and its charter was last amended in 2005. Chapter 2005-193, Laws of Florida. Special districts have only the powers expressly granted to them by law, or those necessarily essential to carry out the powers so granted. AGO 2008-43; AGO 89-34; Forbes v. Everglades Drainage Dist., 82 So.2d 346(Fla. 1919).

Testimony establishes that OHPA operates the Port of Fernandina through the authority of its charter, Chapter 2005-193, Laws of Florida. Section 7(4) of the charter authorizes the establishment of a free port for the reception of foreign commerce and shipping and for all services related to that enterprise. Section 7(6) authorizes the collection of reasonable fees and charges for the use of any such facilities and services. Section 6 gives the Port the corporate power to “contract and be contracted with” and to sue and be sued in its corporate name. The magistrate therefore finds that the Port has legal authority to enter contracts for any purpose necessary to carry out the functions of the special district, including for the management and operation of the Port of Fernandina, and for the collection of fees for the use of the facilities and services.

Under the Operating Agreement, OHPA and the contractor work together, OHPA supplying the physical facility and the legal authority to operate the port terminal and collect fees, and the contractor supplying the expertise and labor (and some equipment). The contractor is responsible for performing the services and functions necessary to operate the Port of Fernandina and is required to pay an annual fee of about \$251,000 for its use of the terminal and docks plus a per-ton charge. These functions serve a governmental purpose which would otherwise be a valid subject for the allocation of public funds and Nassau is performing them as an agent of OHPA in compliance with section 196.012(6), Fla.Stats.

The Operating Agreement does not address possession of the property but grants Nassau “first priority access to and use and operation of all land, buildings, docks, wharves and equipment owned or leased by the Port Authority, comprised of the marine terminal, warehouses, and appurtenances that are the subject of this agreement.” Operating Agreement Section 7.5. This language does not comply with the statutory definition of a lease where “the tenant acquires from the landlord the right to possess the commercial real estate for a specified period of time.” Section 475.801(7), Fla.Stats. Here, the Operating Agreement grants Nassau only the right of “first priority access”, not possession, with no specific definition of the parcels or the extent of the land to be used. This is instead a license which does not confer an interest in the land but merely gives the licensee the authority to perform particular acts on the land of another and in which possession is not exclusively granted to the tenant to the exclusion of the landlord. Turner v. Florida State Fair Authority, 974 So.2d 470, 473. Since Nassau is not a lessee, the provisions of section 196.199(1)(b), (1)(c), and (2)(a), Fla.Stats., apply to support exemption and, even if the operator were a lessee, the functions performed by Nassau are government functions and the exemption would remain.

Accordingly, it is recommended that the Value Adjustment Board approve the petition for exemption of each of the subject parcels from ad valorem taxation and overturn the decision of the property appraiser.

ST. JOHNS COUNTY CODE ENFORCEMENT BOARD

PRIDE CASE NO. 24-2210185
RESPONDENT: Gaspar Trailco Holding Company, LLC
PROPERTY LOCATION: 106 West Lattin Street, Hastings, Florida
VIOLATION : 99-51 LDC Article II (Zoning Districts)

FINDINGS OF FACT

This cause came for hearing on January 24, 2024, concerning a zoning citation issued by St. Johns County Code Enforcement Officer Norman Taylor to Gaspar Trailco Holding Company, LLC, (Trailco) for the commercial property located at 106 West Lattin Street in what was formerly the Town of Hastings (Town). The Town dissolved in 2018 and St. Johns County assumed responsibility for code enforcement within what was previously the Town's zoning jurisdiction. The citation, Pride No. 2210185, recites that "dozens of trailers (box-type) are stored/parked on the property which is not zoned for storage", in violation of Article II of Section 99-51 Land Development Code. The respondent requested a hearing and this proceeding followed.

The property at issue consists of five (5) contiguous lots fronting on Lattin Street which are described as: "1-109 McClung's Sub Hastings Lots 7, 8, 9, 10, 11 & N15FT of Lot 12 BLK 1 OR3427/1842 & 3918/1243(Q/C)." According to the map of Hastings Overly District dated November 13, 2017, the lots are currently zoned Commercial Neighborhood (CN) under St. Johns County regulations. The citation was prompted by the complaints of Christopher Stanton, a resident whose home sits across the street from the subject parcel.

In his complaints, Mr. Stanton characterizes the property as a "nuisance" located in a "long-term established residential neighborhood." He complains of damage as the result of semi trucks entering and leaving the property which respondent, Trailco, uses as an overflow parking lot for its nearby trailer repair facility. Mr. Stanton's issues include damage to his lawn, damage to the public street, damage to road signs, and excessive run-off from mud deposited by the trucks. He also complains of noise and the devaluation of his property because of the presence of this parking facility. Officer Norman Taylor of St. Johns County Code Enforcement examined the property and concluded the use of the lot as trailer parking was not allowed by the current CN zoning. In his citation he makes no mention of the nuisance complaints lodged by Mr. Stanton and Officer Taylor apparently found no proof of them.

The Town has a long history in the local farming community as the site of many processing sheds for potatoes and other produce and as a prominent railroad depot shipping to northern markets. Both Mr. Stanton's residence and the respondent's property lie only a few hundred feet from the now-abandoned rail head where old packing sheds and abandoned equipment dot the landscape. The subject property was part of the commercial downtown area of old Hastings and retains Commercial Neighborhood zoning under the county.

According to Trailco's owner, Cas Gaspar, he began leasing the property after opening his repair business in a different location in 2007. In 2011, he bought the Lattin Street parcel and was advised by zoning officials in the Town that there was no problem using the lots as overflow parking for his trailer repair shop. Before the Town adopted a future land use map, the property was designated "Industrial", which permitted outdoor storage. In 2013, the Town adopted a Future Land Use Map which designated the property as "Commercial Low Intensity", a category which no longer allowed outdoor storage. At that time, the use of the lots for storage of trailers became a non-conforming, pre-existing use which could not be increased in intensity beyond the levels existing at that time. Because of the prior Industrial zoning, use of the lots for trailer storage was also a legal, non-conforming use.

Officer Taylor testified he received Mr. Stanton's complaint, investigated the site, and was advised by the county's planning and zoning staff that the property was not zoned for outdoor parking of semi trailers. Officer Taylor then issued a warning to the respondent and eventually re-inspected the property. Finding trailers remaining, he issued the citation which led to this hearing. He said he relied on county planning and zoning staff to advise him whether storage of trailers was a permitted use, and was advised that it was not. He said he has no knowledge of the requirements for a non-conforming use and totally relied on the planning and zoning office's advice on the matter of zoning.

Justin Kelly, senior planner for the county, testified he was directed to examine county records and GIS aerial photographs from 2013 forward to determine if there had been a pre-existing use which would allow the current use as a storage or parking area for semi trailers to continue. He said the 2013 aerial showed there were "a few" trailers there at the time of the photograph but that an examination of aerial photographs from 2016, 2020 and 2021 showed a marked increase over the number of trailers seen in the 2013 photograph.

On cross examination, Mr. Kelly was shown a copy of the Town's Future Land Use Map adopted in June of 2008, which classified the property's zoning as "Industrial". Mr. Kelly said he had never seen this map and agreed with respondent's counsel that the land regulations contained as adopted in the 2008 map would have allowed outdoor storage of

goods, including trailer storage and parking. Mr. Kelly reiterated that he was directed to look at more recent maps and did not consider designations prior to 2013 because of the directions he received. He also stated there is nothing in the Future Land Use Map adopted by the Town in 2013 which would have prevented or prohibited this non-conforming use from continuing. He added that, after the dissolution of the Town in 2018, its regulations were re-interpreted to comply as nearly as possible with categories then used by St. Johns County and that the zoning assigned to this property at that time was "Commercial Neighborhood," which also prohibits outside storage of trailers. He further stated there was nothing in the 2018 ordinance approving the dissolution of the Town which would prevent a legal, non-conforming use allowed by the zoning category map of 2008 to continue as long as it was not expanded.

On re-direct examination, Mr. Kelly again stated that any use existing at the time of adoption of the 2013 FLUM by the Town would be an allowed non-conforming use under the county's zoning regulations as long as it was not expanded from levels existing at that time. He added that any expansion of use above 2013 levels would be considered illegal unless the owner provided evidence the property had been in more extensive use before the adoption of the 2013 FLUM map.

Christopher Stanton owns the only residence situated across Lattin Street from the respondent's overflow lot and has filed three nuisance complaints against the respondent. His complaints state the lot is noisy, frequently has trucks transiting the lot which run over his grass, muddy the street, harm road pavement, and damage road signs. He said he moved into his home in 2011 and that there were always trailers there at that time. He said he spoke to Mr. Gaspar about his complaints and that in response, Mr. Gaspar had installed a gate which is locked overnight, added signage warning drivers not to turn right when exiting the lot, and offered to repair any ruts in Mr. Stanton's lawn caused by trucks. The offer to repair ruts was declined by Mr. Stanton. He said the number of trailers varies and that he has never actually counted them, although in later testimony he said he had recently counted 62 trailers on the lot. He finally contacted county zoning officials who confirmed that outside storage of trailers is an illegal use under current zoning.

Mary Strickland was then sworn in and testified. She said she moved to Hastings in 1987 and began working as the bookkeeper and code enforcement manager for the Town. In the job, she prepared the town budget and all financial reports and payroll. She also worked with the town's clerk and land use coordinator, Pam Stevens, who was in charge of planning, zoning and permitting. In Ms. Strickland's work as code enforcement manager, she received complaints, performed investigations and prepared code enforcement cases for review by the Town's commissioners. She said the Town was exceedingly strict in the enforcement of its codes and, although there were very few complaints, when complaints did

come, they were usually things such as grass height, or problems caused by the parking of food trucks or body shops parking cars on the street. Complaints were handled immediately and the Town's codes strictly enforced, including its land development regulations. She added that very little changed when the town came under county jurisdiction in 2018.

She said she and her husband sold land to Trailco in 2007 for the construction of the repair shop on State Road 207, nearby. She said Trailco built the shop and began business at that location in 2008 and soon began storing overflow vehicles on the Lattin Street lot, eventually buying it. She said Trailco received all permits necessary to begin operating the lot and that the town never received a complaint or issued a citation as a result of Trailco's use of it. She reiterated that land use enforcement in Hastings was always very strict. She said parking on the lot began in 2008 or 2009 and that the lot usually contained thirty (30) to fifty (50) trailers at any time since then. She said there were no land use issues regarding the lot until the current controversy and that no one from the county government ever inquired about it, even after the town was dissolved.

On cross examination, she described the Town's code enforcement process. She said they received complaints, but very few. After a complaint, she visited the site and, if she found a violation, she prepared a report for the town commission to review. If they ordered an enforcement action, she sent a warning letter to the owner and followed up with enforcement, if necessary. She said she saw the lot in question several times a week when she visited the town's bank, until about 2016. When shown a photograph of the lot in 2013 where four trailers were parked, she said there were usually more trailers than are shown in the picture.

Natalie Morrison testified under oath that she lived and worked in Hastings for forty years and managed a bank there. She said she knows Kathy Strickland and Pam Stevens, the town's land use officials, and that they were known to be quite strict in enforcing those regulations. She also has known Mr. Gaspar since 2008 and is familiar with his business and family as they once had an office next to the bank and were depositors there. She said Mr. Gaspar talked to her about the purchasing the site for overflow parking. She said the lot, in her opinion, is not a junkyard but a site used for overflow parking of vehicles there for repair. She recalled first seeing trailers there sometime in 2010, and was able to see the lot from her office. She testified there were usually forty (40) to sixty (60) trailers there at any given time, although the number varied greatly. She said the lot was never empty and confirmed that a photograph of the lot holding twenty (20) trailers on December 6, 2010, was not an unusual condition for the property. She said that when the economy crashed in 2008-2009, there were sometimes more trailers. On cross examination she reiterated she never saw the lot empty. When shown the aerial photo of the lot in 2013 introduced by the county, she said it was normal for the number of trailers to rise and fall according to current business conditions.

Cas Gaspar testified under oath that in 2007 he bought land for his main repair shop on State Road 207. Most of this parcel was eventually taken up by wetlands and the construction of required drainage ponds, so he had to find another site for storing trailers pending repair and began leasing the lot on Lattin Street and finally purchased it in 2011. At that time, he visited the Town offices and was advised by officials that using the lots for overflow parking was completely allowable. Then, when the economy crashed in 2009 and 2010, the number of trailers on the lot rose because insurers were very slow to approve payments for repairs. By 2013, the economy improved and the number of trailers began to wane but still averaged about fifty (50) per day. He added that last year, there were as many as eighty-six (86) trailers at one point, and that the number has fallen to thirty-five (35) today.

He said Pam Stevens, who was the land use officer at the time he bought the lot, advised him there was no problem parking trailers there. He said he completed the purchase and never had problems with the Town. He said that in response to complaints by Mr. Stanton, he installed a locked gate and limited drop-off and pick-up hours to from 8 a.m. to 4:30 p.m. He also posted signs directing drivers to avoid turning right out of the lot to avoid Mr. Stanton's home and lawn. He also posted signs warning drivers that leaving loads that required the operation of on-board refrigeration, i.e. "reefers", is prohibited. He said he spoke with Mr. Stanton about these issues and believed they had resolved the problems.

Mr. Gaspar said he never keeps wrecked cars or semi tractors on the lot, only trailers. He explained his shop only does paint, bodywork and minor mechanical repairs to trailers and that they are all roadworthy and require mostly cosmetic work. He said he never received any notice or information of a zoning violation until he received the warning letter from St. Johns County in December, 2023. When he contacted County Code Enforcement, he said he was advised only that he had to remove all trailers.

In closing, the county argued that the property is currently zoned commercial neighborhood, a classification which does not allow outdoor storage of trailers, and that the respondent must find another site for his overflow parking. Trailco argues the use is a legal, non-conforming, pre-existing use which began after the 2008 Hastings Future Land Use Map designated the land "Industrial", and that the use continues unchanged since it began in approximately 2009 or 2010. In response, the county argues the current use represents an expansion of use from 2013 and that Trailco's pre-existing right to use the property by virtue of having been a legal non-conforming use has been extinguished by their later expansion of the use.

CONCLUSIONS OF LAW

In 2011, the Gaspars purchased the land and continued storing trailers under the 2008 FLUM. Mr. Gaspar testified, as did the former Hastings code enforcement officer, that he obtained permission from the Town to open the trailer overflow lot and that he was never cited for a zoning violation by the Town. By designating the property Industrial in 2008, the Town authorized use of the property for storage of trailers and that it was a lawful, permitted use. In 2013, Hastings adopted a revised Future Land Use Map which downgraded the classification of these lots to Commercial Low Intensity. This 2013 re-zoning prohibited outside storage of trailers, but no citation or complaint was issued to Trailco or to the Gaspars and use of the lot continued as a legal, non-conforming, pre-existing use.

The county's position is that current use of the lots is limited to their level of use existing at the time the zoning designation was changed from industrial to commercial low intensity on 2013. The county cites Bixler v. Pierson, 188 So.2d 681 (FL 4th DCA 1966), for the rule that pre-existing, non-conforming uses may be eliminated only by attrition, abandonment and acts of God and may not be enlarged or extended once they become non-conforming. The use of these lots for trailer storage became a legal, pre-existing, non-conforming use with the adoption of the Town's 2013 Future Land Use Map.

In 2017, the town passed ordinance 2017-01 related to the use of automobile repair and service facilities. The county contends respondent's property is an "automobile graveyard" or "automotive repair and service facility" to which 2017-01 applies, and that respondents must be required to install a fence and vegetation per the terms of the ordinance. It is worth noting at this point that the Town dissolved in 2018 and the land in question is now subject to the county's land use regulations, not those of the Town. Specifically, St. Johns County Ordinance 2018-4 states, in part, "the electorate of the Town of Hastings... passed a referendum...which repealed the Town's charter and all of its ordinances, including the Town's Comprehensive Plan...". Therefore, the requirements of any ordinances of the Town of Hastings are no longer in force and are relevant to this matter only in an historical, factual sense. St. Johns County's ordinance annexing the Town led to a restatement of the Town's zoning categories in terms matching county classifications. With this, the land became zoned Commercial Neighborhood (CN). CN zoning does not allow open storage of goods for sale or trade, including respondent's trailers.

Applying the rule in Bixler to prove an expansion of use involves reaching back in time for evidence of the level of use existing at the time of the adoption of the Hastings Future Land Use Map of 2013. Justin Kelly, the county planner researching the issue, was wrongly directed to look no farther back than 2013 to determine the original zoning and intensity of use of the property. He testified that all he found was a single aerial photograph

from 2013 which showed only a few trailers on the property. Another photograph he found from 2023 depicted more than forty (40) trailers. He was not able to locate any other photos or documents regarding this issue, and concluded use of the lot had expanded greatly after the adoption of the Hastings Future Land Use Map in 2013. He relayed this conclusion to the Code Enforcement officer who promptly issued a warning and, later, a citation to Trailco for the zoning violation.

On cross examination, respondent's counsel provided Mr. Kelly with a copy of the Town's 2008 map designating the lots "Industrial". Mr. Kelly said he had no access to this map during his review and, if he had, he would have concluded that open storage of trailers there was a legal use from at least 2008 until the adoption of the 2013 Future Land Use Map changing the zoning of the lots to Commercial Low Intensity. The industrial use persisted with the apparent permission of the Town of Hastings until its dissolution in 2017 and annexation by St. Johns County in 2018, and was at that time a legal, non-conforming, pre-existing use.

Questions of fact remain as to the intensity of the use of the property from the respondent's date of purchase until the zoning change in 2013. Testimony from Mr. Gaspar indicates he began using the lots as soon as he leased them. He eventually purchased them in 2011, and the use has continued to the present day unchanged. He said the number of trailers stored there averages about 50 at any time, but that the number can vary depending upon the national economy. He said he recently counted more than 80 parked trailers. The complaining party, Mr. Stanton, testified that use of the lots has been ongoing since he moved there in 2011 and that he has recently counted as many as 62 trailers on the lot.

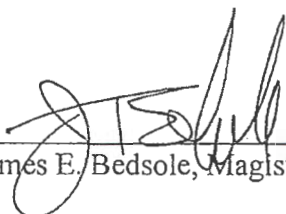
County planner Justin Kelly had no knowledge of the use of the lots prior to 2013 and apparently had very little access, in any case, to Town records. He based his findings on a photograph from 2013 when there were just a few there. Mary Strickland, former code enforcement manager for the Town, said the lot usually contains 30 to 50 trailers and the use has remained steady since it began about 2009 or 2010. She said she has never seen it empty since then. Natalie Morrison was a local Hastings banker for forty years with a daily view of the lots from her office window. She recalled first seeing trailers there in 2010 and that there were 40 to 60 trailers parked there most of the time but that number could vary up and down with economic conditions. She said she has never seen the lot empty since Trailco started using it.

Lastly, there are aerial photographs in evidence taken at various times from 2009 to 2023. These are snapshots in time and arguably may or may not indicate what has taken place there on a daily basis. A photograph from February 2009 shows no semi trailers and none of the tire tracks shown in later photos. This coincides with testimony of the witnesses

generally that the use began later in 2009 or in 2010. One photo from 2010 shows 20 trailers present on the lot. Two photographs from 2013 each show four trailers but in different positions. In these, the lot is covered with equipment tracks and, in many places around the perimeter of the lot, there is dead grass in patterns indicating the outlines of trailers which had been stored there. A 2014 photo shows 4 trailers and the lot similarly tracked. Another from 2014 has 7 trailers and the yard is completely covered in equipment tracks indicating the movement of many trailers. Taken as a whole, these photos generally support Mr. Gaspar's testimony and that of all of the witnesses, including the complaining party, that extensive use of the lot by Trailco predated the adoption of the 2013 FLUM designating the land Commercial Low Intensity.

The county has asked that, if the magistrate finds a legal, non-conforming use exists, that future use be constrained to a maximum of ten trailers. The sworn testimony and admitted evidence has shown the number of trailers on the overflow lot has varied from about 15 or 20 to more than 60 or more over relatively short periods of time. Given this normal, established variation, the magistrate finds no basis for limiting the number of trailers which may be parked on the lot. However, this non-conforming use may not be physically expanded and is limited to the property described in the respondent's deed and also in the citation issued by St. Johns County Code Enforcement.

DONE AND ORDERED on February 26, 2024.


James E. Bedsole, Magistrate

THE LASSITER LAW FIRM, P.A.

6100 GREENLAND ROAD
JACKSONVILLE, FLORIDA 32258

TELEPHONE 904.779.5585
FAX 904.779.5252
derri@lassiterlawyers.com

June 13, 2024

PROPOSAL FOR SPECIAL MAGISTRATE CODE ENFORCEMENT

Qualifications and Ability of Personnel:

I am the founder of The Lassiter Law Firm, P.A., established in 2004. My practice areas are real estate transactions, HOA violations, property disputes, wills, trust and probate. I currently have one full time and one part-time legal assistant that assist with a variety of litigation documents, such as pleadings and motions; and manage case files. Our office is located off US-1 within 20 minutes from St. Johns County Government Offices.

Related Experience and Ability to Furnish the Acquired Services:

In 2020, I was elected as a supervisor and Vice Chair of Bartram Springs Community Development District, Seat 5. During my four year term, I was responsible for enforcing the districts regulations, imposing fines upon residents; approving and entering into contracts and maintaining community-wide infrastructure.

Point of contact: Jim Oliver, District Manager, Governmental Management Services, joliver@gmsnf.com, (904) 315-4649.

In 2020 I was elected as Chairperson of Greenland Commerce Owner's Association. During my tenure, I have been responsible for upholding the Association's governing documents, facilitating board meetings and committee meetings, preparing budgets, fund reserves and maintaining association property.

Point of Contact: Dawn Blomgren, Vice President of J&R Property Services, dawn@jrpropertyservices.net, (941) 232-5108.

From 2002 until 2008 I served as the President of the Home Owners Association for Overland Park in Jacksonville, Florida. During my tenure, I was responsible for upholding association documents, facilitating board meetings, signing association documents and appointing committees.

From 2009 to the present, I have served as a Supreme Court Board Certified Mediator in the State of Florida. As a Board Certified Mediator, I assist parties in the identification of issues and exploration of alternatives to otherwise facilitate voluntary agreements.

Schedule and Availability:

I am available to perform the required duties Monday-Friday from 8:00 a.m. to 5:00 p.m. I am a new resident of St. Augustine, formerly residing in the Nocatee area and have the ability to travel to St. Johns County to perform my duties as a special magistrate.

I hereby agree to obtain a local Business Tax Receipt upon County issuance of Notice of Intent to Award.

Proposed Hourly Rate: \$250.00

/s/ Derri Kay Lassiter Young

Derri Kay Lassiter Young, Esquire
The Lassiter Law Firm, P.A.
6100 Greenland Road, Ste. 403
Jacksonville, Florida 32258
(904) 779-5585 office
(904) 476-8242 cell
(904) 779-5585 fax
derri@lassiterlawyers.com



**St. Johns County, Florida
Request for Proposal Form
Revised Misc. 1864; Code Enforcement Special Magistrate**

St. Johns County is soliciting Proposals from qualified attorneys, licensed in the State of Florida, to be appointed as the County's Code Enforcement Special Magistrate with authority to conduct hearings, make findings of facts, and if warranted, impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing certain codes and ordinances in force within the County where a pending or repeated violation continues to exist. Services must be performed in accordance with Chapter 162, Florida Statutes.

Proposals must be submitted to Greg Lulkoski, Procurement Coordinator, via email at glulkoski@sjcfl.us no later than Friday, June 14, 2024 at 11:00 AM EST.

In submitting a response to this RFP, Proposers shall provide the information below along with any and all additional documentation or information necessary to verify qualifications (licenses, certifications, etc.), experience and/or other pertinent information associated with responding to this RFP.

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Proposers must further certify that no person having any interest shall be employed by Proposer for the performance of any of the required services as provided herein. Proposers must disclose within their submitted Proposal, any and all potential conflicts of interest for any prospective business association, interest or circumstance, which may conflict with the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest. Proposer must also disclose any contractual or employment relationship with any County officer or employee, as well as any ownership interest held by any County officer or employee. Failure to disclose this information may result in cancellation of award, termination of contract, suspension or debarment.

Full Legal Company Name: The Lassiter Law Firm, P.A.

Mailing Address: 10100 Greenland Rd., Ste 403 Jacksonville, FL 32258

Authorized Representative Printed Name & Title: Derri Kay Lassiter Young, Attorney, Owner

Authorized Representative Signature: Derri Kay Young Date: 6/13/2024

*By signing above, Representative certifies that he/she is an authorized representative of the responding firm, and that all information submitted with this Proposal is true and complete. Representative also certifies that the responding firm meets any and all qualifications required to perform the required services associated with this request.

Phone #: 904-779-5585 E-mail: derri@lassiterlawyers.com

Name and Title of Point of Contact for Invitation to PaymentWorks:
Derri Kay Lassiter Young, Owner

E-mail address of Point of Contact for Invitation to PaymentWorks:
derri@lassiterlawyers.com

PROPOSED HOURLY RATE:

The hourly rate submitted below must be inclusive of any and all fees, charges, amounts, and costs associated with performing the required Services. This hourly rate shall be the basis of payment for services satisfactorily performed.

\$ 250.00
Hourly Billable Rate (Numerical)

DERRI KAY LASSITER YOUNG, ESQUIRE
6100 Greenland Road, Ste. 403
Jacksonville, Florida 32258
(904) 779-5585; Fax (904) 779-5252
derri@lassiterlawyers.com

Curriculum Vitae

CURRENT EMPLOYMENT:

President, The Lassiter Law Firm, P.A.

2004-present

The Lassiter Law Firm, P.A. has a general practice emphasizing wills, trust and probate; real estate transactions, HOA violations, property disputes and litigation.

Elected Supervisor and Vice Chair Seat 5, Community Development District Bartram Springs.

2020-2024, 4 year term

Responsible for enforcing the districts regulations and imposing fines upon residents; approve and enter into contracts and maintain community-wide infrastructure.

Supreme Court Certified Mediator, State of Florida.

2009-present

Responsible for assisting parties in the identification of issues and exploration of alternatives to otherwise facilitate voluntary agreements.

EDUCATION:

North Carolina Agricultural and Technical State University,

Bachelor of Science, December, 1997

Magna Cum Laude with Highest Honors

Florida Coastal School of Law,

Juris Doctor December 2021

Dean's List with High Honors

PREVIOUS EMPLOYMENT HISTORY:

McConnaughay, Duffy, Coonrod, Pope & Weaver, P.A., Jacksonville, Florida

Attorney, 2002-2004

Responsible for defending employers and insurance companies in workers' compensation and defense liability cases.

Gary, Williams, Parenti, Finny, Lewis, McManus, Watson & Sperando, P.L. Stuart, Florida

Law Clerk, 1999-2002

Responsible for assisting partners and attorneys in litigating multi-million dollar cases including preparing opening and closing arguments, writing trial briefs, drafting motions, and drafting complaints for medical malpractice, wrongful death and personal injury cases.

Crumley & Associates, LLP, Greensboro, North Carolina
Legal Assistant, 1998-1999

Responsible for drafting complaints, answering interrogatory questions, and drafting legal memoranda regarding various issues including last clear chance and Rule 8 Responses for personal injury cases.

Lee Dossie Andrews, Attorney At Law, Greensboro, North Carolina
Legal Assistant, 1997-1998

Responsible for drafting complaints, medical pay letters, and demand letters for personal injury cases.

North Carolina General Assembly, Senator Bill Martin, Raleigh, North Carolina
Intern, 1997

Responsible for conducting legal research, writing committee speeches, writing constituent letters, facilitating activities for the North Carolina Legislative Black Caucus.

District Attorney's Office, Prosecutorial District, 6B, Murfreesboro, North Carolina
Intern, 1995

Responsible for writing case briefs, researching statutes, calling the court docket, and reading statements of evidence in court.

PROFESSIONAL ASSOCIATIONS:

The Florida Bar
Admitted in 2002

Chairperson of Greenland Commerce Owner's Association
2020-present

The United States District Court, Middle District of Florida
Member

The D.W. Perkins Bar Association
Member

The National Bar Association
Member

Overland Park Homeowner's Association
Past President

ADDITIONAL PROFESSIONAL QUALIFICATIONS:

Horse Trainer/Instructor at YoungGevity Equestrian, LLC
Certified Aerobic Instructor. Certified in Kick Boxing, Zumba and Step Aerobics.

PUBLIC SERVICE:

Delta Sigma Theta Sorority, Inc.

Member

Non-profit organization that is dedicated to providing public service, encouraging education and good health.

Florida Youth Academy Mentor

Monitoring youth on a weekly basis with regard to career goals and personal development.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0596019

Derri Lassiter Young
The Lassiter Law Firm, P.A.
6100 Greenland Rd Ste 403
Jacksonville, FL 32258-2453

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

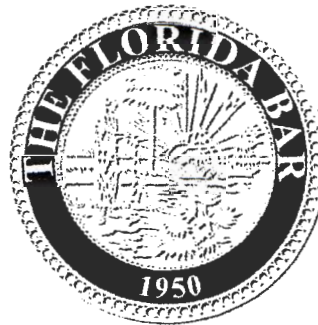
Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 30, 2002**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 13th day of **June, 2024**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-289646



State of Florida

Department of State

I certify from the records of this office that THE LASSITER LAW FIRM, P.A. is a corporation organized under the laws of the State of Florida, filed on April 30, 2004.


The document number of this corporation is P04000070584.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 12, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of June, 2024*




Secretary of State

Tracking Number: 6653236165CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ADDENDUM #1

May 31, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Misc. 1864; Code Enforcement Special Magistrate

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into **Misc. 1864; Code Enforcement Special Magistrate** Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their Proposal as provided in the Proposal Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Proposal Documents:

1. **Minimum Qualifications** has been revised to include the following sentence:
"Consultants must submit verification of meeting the minimum qualification stated above."
2. **Basis for Award** has been revised to the following text:
"The basis of award for this Request for Proposals shall be Best Value, with consideration of experience, team, and price. The Proposals will be reviewed with these factors in mind in order for County staff to determine which proposal provides the Best Value to St. Johns County. St. Johns County reserves the right to accept or reject any or all Proposals, waive minor formalities or irregularities, and to award the Proposal that best serves the interests of St. Johns County.

Awarded Consultant will be issued a two-year contract."

3. The deadline for the submittal of questions has been extended to 4:00 PM EST, Tuesday, May 28, 2024.
4. The deadline for the submittal of Proposals has been extended to 11:00 AM EST, Friday, June 14, 2024.
5. **Revised Misc. 1864; Code Enforcement Special Magistrate** is attached hereto.

SUBMITTAL DEADLINE FOR PROPOSALS IS HEREBY CHANGED TO: FRIDAY, JUNE 14, 2024 at 11:00 AM EST

Respondent Acknowledgment:


Signature of Authorized Representative

Derri Kay Lassiter Young
Printed Name/Title Authorized Representative

The Lassiter Law Firm, P. A.
Respondent Company Name

END OF ADDENDUM NO. 1



St. Johns County, Florida
Request for Proposal Form
Revised Misc. 1864; Code Enforcement Special Magistrate

St. Johns County is soliciting Proposals from qualified attorneys, licensed in the State of Florida, to be appointed as the County's Code Enforcement Special Magistrate with authority to conduct hearings, make findings of facts, and if warranted, impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing certain codes and ordinances in force within the County where a pending or repeated violation continues to exist. Services must be performed in accordance with Chapter 162, Florida Statutes.

Proposals must be submitted to Greg Lulkoski, Procurement Coordinator, via email at glulkoski@sjcfl.us no later than Friday, June 14, 2024 at 11:00 AM EST.

In submitting a response to this RFP, Proposers shall provide the information below along with any and all additional documentation or information necessary to verify qualifications (licenses, certifications, etc.), experience and/or other pertinent information associated with responding to this RFP.

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Proposers must further certify that no person having any interest shall be employed by Proposer for the performance of any of the required services as provided herein. Proposers must disclose within their submitted Proposal, any and all potential conflicts of interest for any prospective business association, interest or circumstance, which may conflict with the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest. Proposer must also disclose any contractual or employment relationship with any County officer or employee, as well as any ownership interest held by any County officer or employee. Failure to disclose this information may result in cancellation of award, termination of contract, suspension or debarment.

Full Legal Company Name: _____

Mailing Address: _____

Authorized Representative Printed Name & Title: _____

Authorized Representative Signature: _____ Date: _____

*By signing above, Representative certifies that he/she is an authorized representative of the responding firm, and that all information submitted with this Proposal is true and complete. Representative also certifies that the responding firm meets any and all qualifications required to perform the required services associated with this request.

Phone #: _____ E-mail: _____

Name and Title of Point of Contact for Invitation to PaymentWorks:

E-mail address of Point of Contact for Invitation to PaymentWorks:

PROPOSED HOURLY RATE:

The hourly rate submitted below must be inclusive of any and all fees, charges, amounts, and costs associated with performing the required Services. This hourly rate shall be the basis of payment for services satisfactorily performed.

\$ _____
Hourly Billable Rate (Numerical)

MINIMUM QUALIFICATIONS

Proposers must provide documentation to demonstrate meeting the minimum qualifications listed below, in order to be considered for award. Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Consultant to be deemed non-responsive, and to be removed from further consideration.

1. Must be currently licensed by, and in good standing with, the Florida Bar; and
2. Must have at least five (5) years' of relevant legal experience, preferably in government law, quasi-judicial proceedings, land use matters, real estate law, and/or administrative law; and
3. Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Proposal; and
4. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award.

Minimum qualification requirements must be maintained throughout the duration of an awarded contract. Failure of an awarded Consultant to maintain the required minimum qualifications shall be grounds for termination.

PROPOSALS

Proposers must submit in their Proposal, at a minimum, documentation to demonstrate the following:

1. Qualifications of Proposer and Key Personnel to perform the required Services; and
2. Related Experience in accordance with the Minimum Qualifications above, providing a 1-2 page description of services performed, the timeframe of performance, name of agency and a current point of contact (name, title, phone number and email address)
3. Schedule and availability to perform the required services and willingness to travel to St. Johns County to conduct required hearings.
4. The signed Proposal page (p. 1 of this RFP) including the hourly rate.

BASIS OF AWARD

The basis of award for this Request for Proposals shall be Best Value, with consideration of experience, team, availability, and price. The Proposals will be reviewed with these factors in mind in order for County staff to determine which proposal provides the Best Value to the County. St. Johns County reserves the right to accept or reject any or all Proposals, waive minor formalities or irregularities, and to award the Proposal that best serves the interests of St. Johns County.

The intent of the County is to award one (1) or more Proposers to perform the required Services, in order to serve the best interest of the County. The County is not obligated to award any Proposer, and reserves the right to reject all Proposals, or to cancel this solicitation. The County also may reject any Proposal(s) that do not conform materially to the requirements stated herein.

CONTRACT TERM & TERMINATION

If awarded, the Contract(s) shall be on a form provided by the County, and shall have a term of two (2) calendar years, unless earlier terminated.

QUESTIONS:

Any and all questions related to this project shall be directed, in writing, to Greg Lulkoski, Procurement Coordinator at glulkoski@sjcfl.us. **Questions are due no later than four o'clock (4:00 PM EST) Tuesday, May 28, 2024**, so that any necessary addenda may be issued in a timely manner. Any questions received after the above deadline will not be answered unless previously approved by the SJC Purchasing Director or Purchasing Manager.

PAYMENT TERMS

Payment terms are Net Forty-Five (45) days, in accordance with Chapter 218.74(2) Florida Statutes. **There will be no upfront payment or deposits made.**

PAYMENT/INVOICE

Consultant shall submit an invoice to the County within thirty (30) consecutive calendar days of completion of the required services. Invoice must contain the following information: Consultant's full legal name and mailing address; Purchase Order number; description of services completed.

Invoice must be emailed to Delaney Graff, at dgraff@sjcfl.us.

INSURANCE

The Consultant shall not commence work until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

The Consultant shall maintain adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Consultant shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Consultants are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Consultant's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Consultants are further notified that the County's governing body shall not give preference to a Consultant based on the Consultant's social, political, or ideological interests.

VENDOR PAYEE MANAGEMENT

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants **even** if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. If

there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

SCOPE OF SERVICES

St. Johns County intends to promote, protect, and improve the health, safety, and welfare of the citizens by appointing a Code Enforcement Special Magistrate with authority to conduct hearings, make findings of facts, and if warranted, impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing certain codes and ordinances in force within the County where a pending or repeated violation continues to exist.

The scope of work awarded may consist of, but is not limited to, the following:

- Assisting the County Attorney and, as necessary, the Clerk of Courts pertaining to procedural standards and methods meant to professionally and efficiently administer the County's code, ordinances, and regulations for the responsibilities of the Special Magistrate.
- Reviewing any draft Special Magistrate public hearing agenda for accuracy prior to its publication.
- Thoroughly preparing for the Special Magistrate public hearings by reviewing any published agenda, any records or documents provided to the Special Magistrate related to each agenda item, and all applicable laws, codes, or regulations for each agenda item.
- Sitting as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists and ensure fundamental due process.
- Conducting public hearings as provided in Chapter 162, Florida Statutes, County codes or ordinances, and other relevant law, related to the enforcement of the County codes, ordinances, or regulations.
- Taking testimony from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath. The Special Magistrate shall have the power to administer an oath to any witness.
- In administering the duties of Special Magistrate, ensuring all laws related to due process, public records, and the sunshine laws are adhered to and avoiding any actual or perceived conflicts.
- Timely preparing written orders for cases heard by the Special Magistrate at public hearings, ensuring that the orders clearly document findings of facts and conclusions of law, and rendering said executed orders to the designated office at the County for distribution.
- Maintaining adequate personnel and equipment to timely and professionally administer the duties of the Special Magistrate.
- Providing the County, through the County Attorney and in a format approved by the County Attorney, monthly invoices for services rendered.
- Providing other services as requested not specifically mentioned above, but relating to the Special Magistrate services.

The Special Magistrate shall have the same status, powers, and duties as a Code Enforcement Board as prescribed in Chapter 162, Part I, Florida Statutes, as amended, and as provided in County ordinance and other relevant law.

The term of office for a Special Magistrate shall be for two (2) years, from the date of appointment, unless terminated earlier by the Board of County Commissioners for misfeasance, malfeasance, or nonfeasance in office.

The project hours are not anticipated to exceed 10-12 hours per month.

The Special Magistrate shall be a member of the Florida Bar and shall remain in good standing throughout the term of this contract.

The Special Magistrate is authorized to impose fines not to exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation, if the Special Magistrate finds the violation to be irreparable or irreversible in nature, pursuant to Section 162.09 of the Florida Statutes, as amended. The Special Magistrate may also impose the reasonable costs of repairs which are required to bring the property into compliance, as well as additional fines to cover all costs incurred by the County in enforcing its ordinances and codes, pursuant to Part I of Chapter 162 of the Florida Statutes, as amended.

The Special Magistrate shall have the jurisdiction and authority to hear and decide alleged violations of the following codes and ordinances of the County, with the designated County staff or law enforcement agency bearing the responsibility for investigation and prosecution of:

- Housing and building codes, sign, and tree ordinances; and
- Zoning, land development regulations, abandoned vehicles, landscape ordinances; and
- Subdivision, water and drainage, County right-of-way ordinances associated with constructing, installing, repairing, removal, restoration with such right-of-way; and
- Litter and solid waste ordinances; and
- Animal control ordinances; and
- All other relevant County codes, ordinances, or regulations.

The Special Magistrate will function in a quasi-judicial capacity and shall be subject to the same duties, rights, and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted.

The jurisdiction of the Special Magistrate is not exclusive. Special Magistrate proceedings provide an additional or supplemental means of obtaining compliance with County codes, ordinances, or regulations. Nothing shall prohibit the County from enforcing such codes, ordinances, or regulations by any other lawful means.

The Special Magistrate is hereby placed on notice that, pursuant to Section 162.11 of the Florida Statutes, as amended from time to time, an aggrieved party, including the Board, may appeal a final administrative order of the Special Magistrate to the Circuit Court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the Rendition of the Order to be appealed. Appeal by the County shall not be construed as prima facie evidence of termination of this agreement or as retaliation against the Special Magistrate, but rather a legitimate function of government.



ADDENDUM #1

May 31, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Misc. 1864; Code Enforcement Special Magistrate

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into **Misc. 1864; Code Enforcement Special Magistrate** Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their Proposal as provided in the Proposal Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Proposal Documents:

1. **Minimum Qualifications** has been revised to include the following sentence:
"Consultants must submit verification of meeting the minimum qualification stated above."
2. **Basis for Award** has been revised to the following text:
"The basis of award for this Request for Proposals shall be Best Value, with consideration of experience, team, and price. The Proposals will be reviewed with these factors in mind in order for County staff to determine which proposal provides the Best Value to St. Johns County. St. Johns County reserves the right to accept or reject any or all Proposals, waive minor formalities or irregularities, and to award the Proposal that best serves the interests of St. Johns County.

Awarded Consultant will be issued a two-year contract."

3. The deadline for the submittal of questions has been extended to 4:00 PM EST, Tuesday, May 28, 2024.
4. The deadline for the submittal of Proposals has been extended to 11:00 AM EST, Friday, June 14, 2024.
5. **Revised Misc. 1864; Code Enforcement Special Magistrate** is attached hereto.

SUBMITTAL DEADLINE FOR PROPOSALS IS HEREBY CHANGED TO: FRIDAY, JUNE 14, 2024 at 11:00 AM EST

Respondent Acknowledgment:

Signature of Authorized Representative

Printed Name/Title Authorized Representative

Respondent Company Name

END OF ADDENDUM NO. 1