

RESOLUTION NO. 2011- 13

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AND MCCABE VAUGHN, FOR SPECIAL MAGISTRATE SERVICES FOR THE ST. JOHNS COUNTY CODE ENFORCEMENT DIVISION; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County advertised RFP 11-14 for Special Magistrate for Code Enforcement, which was advertised in accordance with County Purchasing Policy; and.

WHEREAS, one proposal was submitted by McCabe Vaughn, in response to RFP 11-14, Special Magistrate for Code Enforcement, on October 28, 2010; and

WHEREAS, the Office of the County Attorney recommends a contract be entered into between St. Johns County and McCabe Vaughn, for services under a three (3) year contract with three (3) one (1) year renewal options; and

WHEREAS, both the Board and McCabe Vaughn have agreed to compensation for, in the amount of the contract at an hourly rate of \$135.00 per hour, not to exceed \$19,440.00 annually, for services performed by McCabe Vaughn, in relation to the County's Special Magistrate Services; and

WHEREAS, the Board has determined that accepting the terms of the Agreement and entering into said Agreement will serve the interests 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 hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the Board of County Commissioners of St. Johns County and authorizing the County Administrator, or his designee, to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of January, 2011.

ATTEST: Clerk of Courts

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

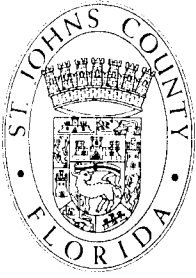
By: Pam Halterman
Deputy Clerk

By: J. Ken Bryan
J. Ken Bryan, Chairman

Effective Date: 1/18/11

Rendition Date: 1/20/11





**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

INTEROFFICE MEMORANDUM

RECEIVED

TO: Regina Ross, Assistant County Attorney
FROM: Bridget Mein, Contract Specialist
SUBJECT: RFP 11-14 Special Magistrate
DATE: 11/2/10

NOV - 2 2010

COUNTY ATTORNEY

Attached please find a copy of the one (1) proposal received for the above referenced project.

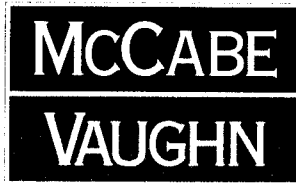
Please review and evaluate the proposal and make a written recommendation as to whether or not the respondent meets the requirements for the required services. Please advise as to whether or not it is in the County's best interest to move forward with the contract negotiations process with the sole respondent. Also, please indicate the budgeted amount for this project along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval CCA
Date 11/23/2010
Budget Amount \$19,440.00
Account Funding Title 0043
Funding Charge Code 53120
Award to Michael J. McCabe, Esq.
Award Amount \$19,440.00

MICHAEL J. McCABE
ERIC S. VAUGHN
GREGORY G. FOSTER
T J ROACHE
GEOFFREY B. DOBSON, OF COUNSEL

MCCABE@JAXLANDLAW.COM
T 904.396.0090 – EXT. 222
F 904.396.0088



ATTORNEYS AT LAW

JACKSONVILLE
1400 PRUDENTIAL DRIVE, SUITE 5
JACKSONVILLE, FLORIDA 32207

ST. AUGUSTINE
4730 CASA COLA WAY, SUITE 207
ST. AUGUSTINE, FLORIDA 32095

WWW.JAXLANDLAW.COM

October 27, 2010

St. Johns County Purchasing Department
Attn: Bridget Mein
2446 Dobbs Road
Saint Augustine, Florida 32086

**Re: Proposal for Special Magistrate Services for St. Johns County
RFP # 11-14**

Dear Board of County Commissioners:

I am pleased to submit a Proposal for RFP # 11-14 for Special Magistrate Services. Additionally, I enclose a resume, proposed contract, writing sample, certificate of good standing, and certificates of insurance in application for the appointment.

My understanding of the legal services provided by the Special Magistrate is to hear and decide alleged violations of the codes and ordinances of the County. The Special Magistrate will have the authority to impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing codes and ordinances of the County.

Prior to the Special Magistrate hearing, the alleged violations will be given a reasonable period of time to comply. Failure to comply will result in the code enforcement officer issuing a Notice of Violation and the preparation of a Code Enforcement Special Magistrate hearing. If it becomes necessary to present the case before the Special Magistrate, the Code Enforcement Staff will present evidence through sworn testimony and any other means deemed appropriate, such as reports and photographs. I am familiar with the practice and procedure of the Special Magistrate position, including the initiation of proceedings, subpoena powers, fines and liens, and administrative res judicata.

Generally, Section 162.03(2), Florida Statutes, provides that a system may be adopted giving a code enforcement board or special magistrate, the right to hold such code and ordinance enforcement proceedings. The code inspectors are responsible to initiate code violation proceedings.¹ Nonetheless, a Special Magistrate has the power to subpoena alleged violators,

¹ Section 162.06(1), Florida Statutes.


October 27, 2010

Page 2 of 2

witnesses, and evidence to its hearings.² Under Section 162.09, Florida Statutes, fines may be imposed not to exceed \$250.00 per day for a first violation and \$500.00 per day for a repeat violation, and may also include the costs of any repairs made by the county to prevent a serious threat to the public health, safety and welfare. If the Special Magistrate finds the violation to be irreparable or irreversible, it may impose a fine not to exceed \$5,000.00 per violation. However, a county having a population greater than 50,000 may, by super majority vote of the governing body, increase the maximum fine. Once a certified copy of the order imposing the fine is recorded in the public records, the order constitutes a lien against the property on which the violation exists and any other real or personal property owned by the violator.

I welcome the opportunity to meet with you to share more about my background. Thank you for your consideration.

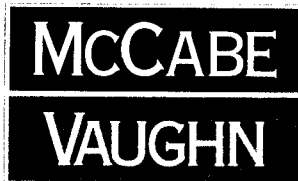
Sincerely,

A handwritten signature in black ink that reads "Michael J. McCabe". The signature is written in a cursive style with a large, stylized initial "M".

Michael J. McCabe

Enclosures

² Section 162.08, Florida Statutes.



ATTORNEYS AT LAW

October 27, 2010

Proposal for Special Magistrate Services
for
St. Johns County Code Enforcement Department
2446 Dobbs Road
Saint Augustine, Florida 32086

RFP # 11-14

Michael J. McCabe, Esq.

JACKSONVILLE
1400 Prudential Drive, Suite 5
Jacksonville, Florida 32207

ST. AUGUSTINE
4730 Casa Cola Way, Suite 207
St. Augustine, Florida 32095

E-Mail: mccabe@jaxlandlaw.com
Telephone No.: (904) 396-0090 ext. 222
Direct No.: (904) 866-4240
Cellular No.: (904) 504-5497
Facsimile No.: (904) 396-0088

SECTION 1: PROFILE

A. Background and Services Offered:

MICHAEL J. MCCABE is a shareholder attorney with McCabe & Vaughn, P.A. in St. Augustine and Jacksonville, Florida, and has been practicing law for nearly five (5) years. Michael currently serves as General Counsel for the Town of Hastings and the Board attorney for the Town's Code Enforcement Board. Michael also serves as alternate counsel for the St. Johns County Industrial Development Authority and the Board of Adjustments and Appeals. He practices in the areas of real estate and local government. Michael is a member of numerous associations including, the Florida Bar, the St. Johns County Bar Association, and the City County and Local Government Law Section of the Florida Bar. Michael received his Bachelor of Science degree in Civil Engineering and is a licensed professional engineer. A full resume is attached as Exhibit "A".

Michael is familiar with the purpose of the Code Enforcement Department and the Special Magistrate's services, which are governed by Chapter 162, Florida Statutes. The purpose of this department is to provide an equitable, expeditious, effective and inexpensive method of enforcing the technical codes and ordinances in force in St. Johns County, Florida. Furthermore, the Special Magistrate serves to promote, protect and improve the health, safety and welfare of the citizens of St. Johns County.

B. Costs of Services:

For the services of the Code Enforcement Special Magistrate, the Consultant will charge the County at the rate of one hundred thirty-five dollars (\$135.00) per hour. Consultant anticipates that the monthly time obligation will not exceed 12 hours and the total yearly contract price of \$19,440.00. The Consultant shall not charge for travel time. A proposed agreement for legal service is attached as Exhibit "B".

SECTION 2: RELATED EXPERIENCE AND REFERENCES

A. Related experience:

- 1. The Town of Hastings Code Enforcement Board**
Position – General Counsel
Contact – Cathy Strickland, Code Enforcement Manager
(904) 692-1420

The Code Enforcement Board is a quasi-judicial body created by Florida Statute. The Board is authorized to impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in the Town. The Board functions as a panel to hear the facts and determine, under the law, whether or not the alleged violator committed the alleged violation. The role of the Board is to adjudicate cases that are presented by the

Code Inspector. Appeals to a final administrative order of this board can only be made to the Circuit Court. As the Board's general counsel, Michael verifies that all enforcement procedures and hearings are properly followed and the Board is fully advised as to Chapter 162, Florida Statutes, public records and Government in the Sunshine Law.

2. St Johns County Board of Adjustments and Appeals

Position – Alternate Counsel

Contact – Geoffrey Dobson, General Counsel

(904) 824-9032

As alternative counsel, Michael provides a limited function within this Board's hearings. He, however, attends all meetings and serves as the counsel for the Board when Mr. Dobson is unavailable to attend or provide counsel in the event of enforcement concerns relating to Chapter 162, Florida Statutes or Board procedures.

3. The Town of Hastings

Position – General Counsel

Contact – Shelby Jack, Town Manager

(904) 692-1420

Michael attends all regular (second Monday of the month) and special meetings of The Town of Hastings. As General Counsel, Michael provides legal service and advises the Board of commissioners on matters such as:

- a) Sunshine Law and Public Records Law;
- b) Public Finance;
- c) Conflicts of Interest / Financial Disclosure;
- d) Ethics;
- e) Public Sector Employment Liability;
- f) Eminent Domain;
- g) Allocation of Taxing Powers; and,
- h) Procurements.

4. St. Johns County Industrial Development Authority

Position – Alternate Counsel

Contact – Geoffrey Dobson, General Counsel

(904) 824-9032

The Industrial Development Authority authorizes the issuance of tax-exempt industrial bonds to industries locating or expanding their operations in the County. The Authority requires general counsel as it relates to the bond issuance, public records and Government in the Sunshine Law. As alternate counsel, Michael assists Mr. Dobson with all legal matters. Michael attends all meetings and hearings pertaining to the Authority.

B. Professional References:

Geoffrey B. Dobson, Esq.
P.O. Box 3588
St. Augustine, Florida 32085

Phone: (904) 824-9032
Fax: (904) 824-9236
E-Mail: cuna66@aol.com

John Regan, P.E.
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085

Phone: (904) 825-1006
Fax: (904) 825-1096
E-Mail: jregan@citystaug.com

Ronald Wayne Brown, Esq.
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085

Phone: (904) 825-1052
Fax: (904) 825-1096
E-Mail: rbrown@citystaug.com

SECTION 3: LEGAL WRITING

A sample Order Imposing Fine and Lien is attached as Exhibit C.

SECTION 4: SCHEDULE OF AVAILABILITY

Michael is typically available any time during business hours and after hours except for the second Monday evening of each month to attend the Town of Hastings Board of Commission meeting. Michael anticipates that the monthly time obligation as Special magistrate will be 10-12 hours.

SECTION 5: ADMINISTRATIVE INFORMATION

A. Proof of active Florida Bar membership in good standing is attached as Exhibit "D".

B. Proof of Insurance:

1. Professional Liability Insurance (\$1,000,000) – Exhibit "E"
2. Commercial General Liability Insurance (\$1,000,000) – Exhibit "F"
3. Consultant maintains Comprehensive Automobile Liability Insurance
(*available upon request*)
4. Consultant maintains Workman's Compensation Insurance that meets statutory
limits (*available upon request*)
5. Consultant maintains Employer Liability Insurance (*available upon request*)

NOTE: The County will be named as an additional insured upon further determination of hiring said consultant or as requested.

SECTION 5: ADDITIONAL INFORMATION

As general counsel for the Town of Hastings, Michael serves at the pleasure of the Board of Commissioners. He manages the Board meetings and the day-to-day operations of the Town to ensure consistency with the public record requirements and Government in the Sunshine law, including matters involving voting conflicts of interest, disclosures and procedure. Additionally, he drafts, advises and implements matters involving interlocal agreements, ordinances and resolutions, taxing, request of proposals, purchase orders and contracts.

Michael also represents many condominium and homeowner associations. Under Florida Statutes § 720.303 and § 718.111 (public records), homeowner and condominium associations are fundamentally structured like small bodies of government. That said, Michael is well-versed with the rules and regulations for the associations, by and through providing guidance, direction, contract drafting, and amendments to association documents and covenants. Currently, he represents twenty-five (25) associations and provides general counsel services to the board of directors of each association.

In addition to being an attorney, Michael is also a professional engineer. As an engineer, he has appeared before the Florida Department of Transportation regarding eminent domain and temporary easement matters. In addition, he has represented contractors and engineers before the Federal Aviation Administration regarding construction management matters.

Michael worked in the engineering profession for seven (7) years as an aviation, site development, transportation, and structural engineer. Additionally, he has had experience in construction management involving scheduling, estimating, building code reviews, negotiating contracts, administering contracts, scrutinizing performance bonds, and overseeing project administration. Moreover, he has learned how to innovate and implement solutions when unforeseen problems arise.

Michael's dual experience as an attorney and a professional engineer enables him to be an asset as the Special Magistrate to St. Johns County in situations involving legal and scientific stipulation and technical possibility.

The combination of Michael's education, training, and experience in both law and engineering makes him a valuable and uniquely diverse asset to the County. He welcomes the opportunity to meet with you to share more about his background. Thank you for your consideration.

MICHAEL JOHN MCCABE

Jacksonville	1400 Prudential Drive, Suite 5 Jacksonville, Florida 32207	E-Mail: mccabe@jaxlandlaw.com Telephone No.: (904) 396-0090 ext. 222 Direct No.: (904) 866-4240
St. Augustine	4730 Casa Cola Way, Suite 207 St. Augustine, Florida 32095	Cellular No.: (904) 504-5497 Facsimile No.: (904) 396-0088

REQUEST FOR PROPOSAL INFORMATION

Proposal for RFP # 11-14 – SPECIAL MAGISTRATE SERVICES FOR ST. JOHNS COUNTY CODE ENFORCEMENT DEPARTMENT

EDUCATION & LICENSES

FLORIDA COASTAL SCHOOL OF LAW <i>Juris Doctor</i>	DECEMBER 2005 <i>Jacksonville, Florida</i>
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- Admitted to the Florida Bar, April 2006, Bar Number 0021108
- Admitted to the U.S. District Court, Middle District of Florida
- Florida Real Estate Sales Associate, License Number SL3231066

FLORIDA STATE UNIVERSITY <i>Bachelor of Science in Civil Engineering</i>	AUGUST 2001 <i>Tallahassee, Florida</i>
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- Professional Engineer – Licensees:
Florida – License Number 70187
Alabama – License Number 30422-E

RIVERSIDE MILITARY ACADEMY <i>High School Diploma</i>	MAY 1996 <i>Gainesville, Georgia</i>
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EXPERIENCE

MCCABE & VAUGHN, P.A. <i>Attorney at Law, Managing Shareholder</i>	JUNE 2007 – PRESENT <i>Jacksonville, Florida</i>
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- General counsel for local municipalities and boards – duties and responsibilities for the municipality include represent the city and its employees in state and federal matters; represent the city in personal matters; draft resolutions and ordinances ranging from routine to complex; prepare and present oral and written legal opinions; draft, review, and finalize legal documents; respond to public records requests; provide interpretation of city and county code provisions and advise as to revisions; review proposed legislation for policy and fiscal impacts; advises on risk management on validity of claims
- Practice of areas include in municipal law, real estate, construction, banking, land use, environmental, and eminent domain
- Develop, manage, and retain client relations, and case management in firm matters
- Law practice includes serving as both an advisor and advocate in representing clients on contract negotiations, dispute resolution, mediation, arbitration, scrutinize lender documents and verify regulatory authority, bankruptcy, bank receiverships and asset liquidations interview witnesses, conduct document discovery, investigate and locate evidentiary materials, perform legal research, participate in negotiations and settlement discussions; prepares cost/benefit analyses of pursuing litigation versus other forms of resolution; prepares and takes depositions; selects expert witnesses; files pre-trial pleadings and motions; drafts hearing briefs
- Executed wide range of responsibilities in various positions pertaining to the insurance, examination, supervisory and receivership functions
- Negotiate acquisitions, sales, and services contracts with clients, and obtained entitlements for planned communities and commercial developments
- Experience with land use policies and permit process, including water management permitting and PUDs, as it relates to large-scale land development projects
- Underwrite title insurance for residential and commercial transactions

**JACOBS ENGINEERING
(FORMERLY, EDWARDS AND KELCEY, INC.)**

MARCH 2007 – MARCH 2008
JANUARY 2005 – DECEMBER 2006

Project Engineer

Jacksonville, Florida

- Managed client relations and project management on large commercial airports from project inception to completion, including planning, permitting, site design, final design, and construction services
- Airport designs include runways, taxiways, terminal aprons, pavement design, lighting, signing, striping, and Engineered Material Arrestor Systems (EMAS)
- Experienced in design-build and construction management including scheduling, estimating, contract negotiations, contract agreements, performance bonds, utility agreements, and general project management
- Managed multidiscipline design teams through completion
- Well-versed with the Federal Aviation Administration Advisory Circulars, government specifications, and building codes
- Successful in reducing project costs through value engineering that is the systematic application of function-oriented techniques by a multi-disciplined team to analyze and improve the design value

CREW & CREW, P.A.

DECEMBER 2006 – MARCH 2007

Attorney at Law

Ft. Walton Beach, Florida

- Practice of law in construction litigation and real estate
- Developed client relations and case management in construction defect matters
- Performed litigation services including drafting and filing of court documents, depositions, and hearings

EARTH TECH CONSULTING, INC.

OCTOBER 2003 – JANUARY 2005

Project Engineer

Jacksonville, Florida

- Gained project management experience by coordinating and servicing general engineering contracts for several municipalities, general aviation airports and the State of Florida
- Obtained engineering and design-build experience in city, county, state, and federal design and regulation standards for large and small-scale subdivisions and commercial developments
- Completed land development project with applications in land use, concurrency, zoning, platting experience overall site design, plan production and permitting

PITMAN-HARTENSTEIN & ASSOCIATES, INC.

AUGUST 2001 – JUNE 2003

Civil Engineer

Jacksonville, Florida

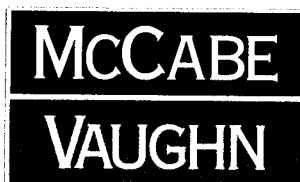
- Obtained engineering design experience including, cost estimating, scheduling, plan preparation, and familiarity with current state and municipality design standards
- Acquired general engineering experience, including computation books and cost estimating, scheduling, plan preparation, and utility coordination
- Actively participated in the marketing phase for prospective projects, including the writing of technical proposals, presentations, land use compliance, site investigation, preliminary site design and scheduling

ACTIVITIES & MEMBERSHIPS

- North Florida School of Special Education (Volunteer chair)
- American Bar Association
- Jacksonville Bar Association
- St. John's County Bar Association
- American Society of Civil Engineers
- Urban Land Institute

MICHAEL J. MCCABE
ERIC S. VAUGHN
GREGORY G. FOSTER
T J ROACHE
GEOFFREY B. DOBSON, OF COUNSEL

MCCABE@JAXLANDLAW.COM
T 904.396.0090 – EXT. 222
F 904.396.0088



ATTORNEYS AT LAW

JACKSONVILLE
1400 PRUDENTIAL DRIVE, SUITE 5
JACKSONVILLE, FLORIDA 32207

ST. AUGUSTINE
4730 CASA COLA WAY, SUITE 207
ST. AUGUSTINE, FLORIDA 32095

WWW.JAXLANDLAW.COM

**PROPOSED AGREEMENT FOR SPECIAL MAGISTRATE SERVICES
FOR
St. JOHNS COUNTY CODE ENFORCEMENT DEPARTMENT**

This agreement is entered into by and between:

Michael J. McCabe, Esq. ("Attorney")
1400 Prudential Drive, Suite 5
Jacksonville, Florida 32207
Tax ID No.: 26-4762988

and

St. Johns County Board of County Commissioners ("BCC")
500 San Sebastian View
St. Augustine, FL. 32084

The parties agree as follows:

1. The term of this Agreement is for two (2) years, beginning this ____ day _____, 2010. The BCC may terminate this agreement with or without cause at any time; Attorney may terminate this agreement with or without cause after giving the County at least thirty (30) days notice.
2. The BCC will pay Attorney for the services of the Code Enforcement Special Magistrate at the rate of one hundred and thirty-five dollars (\$135.00) per hour. Attorney shall not charge for travel time.
3. Attorney is and must remain a member in good standing of The Florida Bar.
4. This agreement shall be governed by Florida law.
5. This is the entire agreement between the parties and may not be modified or amended except by a written document.

Dated: This ____ day November, 2010

Dated: This ____ day November, 2010

Michael J. McCabe

St. Johns County Board of County
Commissioners

Approved as to form and content:

By: _____
Ron Sanchez, Chair

County Attorney

**BEFORE THE CODE ENFORCEMENT BOARD
OF THE TOWN OF HASTINGS, FLORIDA
ORDER IMPOSING FINE AND LIEN**

IN THE MATTER OF:

123 MAIN STREET,

JOE FISHER, Respondent(s)

RE: VIOLATION OF SECTION(S) 13-6

CASE NO: 2010-

THIS MATTER originally came the before Board for public hearing on June 3, 2008, April 15, 2010, May 12, 2010, June 24, 2010, July 22, 2010 and August 19, 2010 and the Respondent having been given due notice, at which time the Code Enforcement Board (CEB) heard testimony under oath and received evidence. The Board issued findings of fact, conclusions of law and an oral order which was reduced to writing and furnished to the Respondent(s) to take corrective action by a certain time, as more specifically set forth in that Order. On August 19th, 2010, this Board conducted a compliance hearing to determine whether the Board's Order dated August 2nd, 2010 had been complied with by the Respondent.

Based on the evidence and testimony presented at the hearing, this Board finds that the violation was not corrected as required by the prior Order of this Board, that the violation of Section 13-6 of Town of Hastings Ordinance #82-04 continues to exist on the Property, and that Respondent(s) as the owner of the Property is in violation of the Order requiring the Respondent(s) to correct the violation.

The Board's previous order provided for a Compliance Date of May 13, 2010 and a fine of \$250.00 for the first day of the violation and \$250.00 for each day the violation continues beyond the referenced Compliance Date.

The Board has considered the following factors as they pertain to the amount of the fine:

- (a) The gravity of the violation is serious and ongoing
- (b) The actions taken by the Respondent(s) to correct the violation have not been completed
- (c) The Respondent(s) has committed previous violations.

IT IS HEREBY ORDERED that beginning July 22, 2010, the above described fine is hereby imposed against the Respondent(s) for each and every day the violation exists upon the following described Property, situated in Hastings, St. Johns County, Florida:

LOCATION: 123 Main Street, Hastings, Florida 32145

LEGAL DESCRIPTION:

THIS ORDER SHALL BE RECORDED in the Official Record Books of St. Johns County forthwith AND SHALL CONSTITUTE A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE RESPONDENT(S), pursuant to Section 162.09, Florida Statutes. Further information on this matter may be obtained by contacting the Code Enforcement Officer, 6195 South Main Street, Suite A, Hastings, Florida 32145, Telephone (904)692-1420.

PLEASE TAKE NOTICE THAT IN ACCORDANCE WITH CHAPTER 162 OF THE FLORIDA STATUTES:

A. ANY FINE IMPOSED BY THIS BOARD AGAINST YOU, THE RESPONDENT(S), CONSTITUTES A LIEN AGAINST THE REAL PROPERTY UPON WHICH THE VIOLATION EXISTS, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY YOU. YOUR CONTINUED NONCOMPLIANCE CAN RESULT IN FORECLOSURE, JUDICIAL SALE AND LOSS OF YOUR PROPERTY.

B. You have thirty (30) days from the date of execution of this Order to APPEAL this Order to the Circuit Court of St. Johns County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Code Enforcement Board.

C. The Enforcement Board, upon notification by the Code Enforcement Officer that an Order of this Enforcement Board has not been complied with by the set time, may order the violator to pay a FINE NOT TO EXCEED \$250.00 FOR EACH DAY the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists, and upon any other real or personal property owned by the violator. After three (3) months from the filing of any such lien which remains unpaid, the Code Enforcement Board may authorize the Town's Attorney to foreclose on the lien.

ORDERED at Hastings, St. Johns County, Florida, this _____ day of August, A.D., 2010.

CODE ENFORCEMENT BOARD OF THE TOWN OF HASTINGS, FLORIDA

Chairman, Code Enforcement Board

CERTIFICATION

I HEREBY CERTIFY, that a true and correct copy of the above foregoing ORDER has been furnished by certified mail receipt #7010 1060 0001 5402 XXXXX and by regular United States mail to J. Fische, 123 Main Street, Hastings, Florida 32145 this ____ day of August, 2010.

Code Enforcement Manager

[SEAL]

Inside the Bar

Find a Lawyer

Michael John McCabe

Member in Good Standing **Eligible to practice in Florida**

ID Number: - 21108

Address: McCabe & Vaughn, P.A.
 1400 Prudential Dr
 Jacksonville, Florida 322078173
 United States

Phone: 904.3960090 222

Fax: 904.3960088

E-Mail: mccabe@jaxlandlaw.com

vCard: 

?

County: Duval

Circuit: 4

Admitted: 04/20/2006

Sections: City County and Local Government Law
 Real Property Probate and Trust Law
 Young Lawyers Division

10-Year None
Discipline History

Degree: Doctor of Jurisprudence/Juris Doctor

Firm: McCabe & Vaughn, P.A.

Website: www.jaxlandlaw.com

Firm Size: 2 to 5

Occupation: Managing partner

Practice Areas: Business
 City/County/Local Government
 Civil Litigation
 Commercial Litigation
 Construction
 Eminent Domain
 Environmental and Land Use
 Real Estate
 Real Estate/Land Development
 State and Federal Government and Administrative
 Practice

Services: ADA accessible client services

Federal Courts: U.S. District Court, Middle District of Florida

State Courts: Florida



LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS

Agency: 700324
Branch: 912
Policy Number: 287409066

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1A. NAMED INSURED AND ADDRESS:

McCabe & Vaughn, P.A.
1400 Prudential Dr. Suite 5
Jacksonville, FL 32207

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to
those claims that are both first made against the insured and
reported in writing to the Company during the policy period.
Please review the policy carefully and discuss this coverage
with your insurance agent or broker.

1B. PREDECESSOR FIRM(S): See Declarations Addendum

2. POLICY PERIOD:

Inception: 07/19/2010
at 12:01 A.M. Standard Time at the address shown above

Expiration: 07/19/2011

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$1,000,000
Aggregate: \$2,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000
Aggregate: \$2,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$5,000

5. POLICY PREMIUM:

Annual Premium:

\$4,798.00

Surcharges/Taxes:

Florida Hurricane Catastrophe Fund
Florida Insurance Guaranty Association Regular 2009

Amount:
\$47.98
\$50.38

Total Amount:

\$4,896.36

Includes CNA Risk Management Seminar Credit of

\$- 187.00

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 04/2008), G-118012-A (Ed. 03/1999), G-118016-A (Ed. 04/2008), G-118024-A (Ed. 04/2008), G-
118029-A (Ed. 04/2008), G-118039-A09 (Ed. 06/2008), G-118065-A09 (Ed. 09/2007), G-145184-A (Ed. 06/2003),
GSL-11512-XX (Ed. 10/2008), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:
CNA Insurance Companies
333 S. Wabash, 39 South
Chicago, IL 60685
Att: Regional Director, GSL Lawyers Claims
Phone 312-822-6466 Fax 866-419-6308
www.cna.com/claims

John S. Brand

Authorized Representative

06/22/2010

Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID RR

DATE (MM/DD/YYYY)

05/28/10

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brightway Insurance Corporate Office P.O. Box 5700 Jacksonville FL 32247 Phone: 888-254-5014 Fax: 904-482-0739	CONTACT NAME: _____		FAX (A/C, No.): _____
	PHONE (A/C, No, Ext): _____		E-MAIL ADDRESS: _____
INSURED McCabe and Vaughn, P.A. Mike McCabe 1001 Kings Avenue, Suite 201 Jacksonville FL 32207	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allied/Nationwide		42579
	INSURER B:		
	INSURER C:		
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ACP5904506188	06/18/10	06/18/11	EACH OCCURRENCE	\$ 1000000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTALS PREMISES (Ea occurrence)	\$ 300000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5000
	<input checked="" type="checkbox"/> Business Owners	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> CLAIMS-MADE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 4730 Casa Cola Way Ste 207
 St Augustine Fl 32095

CERTIFICATE HOLDER ST JOHN St Johns County Airport Author 4796 US 1 North St Augustine FL 32095	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.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

OP ID RR

DATE (MM/DD/YYYY)

05/28/10

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PRODUCER Brightway Insurance Corporate Office P.O. Box 5700 Jacksonville FL 32247 Phone: 888-254-5014 Fax: 904-482-0739	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: MCCAB-3														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Allied/Nationwide</td> <td>42579</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied/Nationwide	42579	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

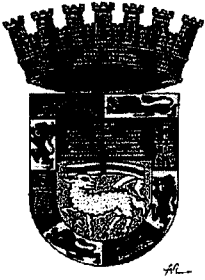
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	ACP5904506188	06/18/10	06/18/11	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ WC STATUTORY LIMITS OFF-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 1400 Prudential Dr Ste 5
 Jacksonville Fl 32207

CERTIFICATE HOLDER**CANCELLATION**

1400PRU 1400 Prudential Drive, LLC 1400 Prudential Drive Suite 7 Jacksonville FL 32207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CONTRACT AGREEMENT
FOR
SPECIAL MAGISTRATE
PROFESSIONAL SERVICES**

Approval (initial & date)

Requestor: _____
Dept. Head: _____
Purchasing Director: _____
Legal: _____
Buyer: _____
P.O. # _____

This agreement made on _____ day of _____ 2011, shall be the complete and binding agreement between St. Johns County Board of County Commissioners, a political subdivision of the state of Florida (County) whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and Michael J. McCabe, Esq., McCabe Vaughn, P.A., (The CONTRACTOR) a Professional Association, authorized to do business in the State of Florida, whose address is: 4730 Casa Cola Way, Suite 207., St. Augustine, FL 32095; Telephone: 904-396-0090; Fax: 904-396-0088.

Background - St. Johns County is contracting for Special Magistrate Services for the Code Enforcement Division. The County has requested the services of the CONTRACTOR to provide Special Magistrate services. The County and the CONTRACTOR wish to set forth herein the terms and conditions under which the services shall be rendered by the CONTRACTOR. In consideration of the foregoing end of the mutual agreements set forth below, both parties agree as follows:

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 impartial, 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. Work will be awarded that may include any or all of the above services, or services not specifically mentioned, but directly related to the specific discipline. The Special Magistrate(s) shall have the same status, powers and duties as a Code Enforcement Board as prescribed in Chapter 162, Part I, Florida Statutes, as amended.

The term of office for a Special Magistrate(s) shall be for three (3) years, from the date of appointment, unless terminated earlier by the Board of County Commissioners in accordance with Term 3 below. The anticipated project hours should not exceed 10-12 hours per month.

The Special Magistrate(s) 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(s) finds the violation to be irreparable or irreversible in nature, pursuant to Section 162.09 of the Florida Statutes, as amended. The Special Magistrate(s) may also impose additional fines to cover all costs incurred by the County in the enforcement of the ordinances and codes pursuant to Part I of Chapter 162 of the Florida Statutes, as amended.

In addition, the Special Magistrate(s) shall also have the jurisdiction and authority to hear and decide alleged violations of the following codes and ordinances of the County, with the County's designated Code Enforcement Staff, Animal Control Division or law enforcement agency (LEA) bearing the

CT-1

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
- St. Johns County Animal Control Ordinance, investigate and prosecute by the designated staff of the animal control division.

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 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 hereby placed on notice that an aggrieved party, including the Board may appeal a final administrative order of the Special Magistrate to the Circuit Court, pursuant to Section 162.11 of the Florida Statutes, as amended from time to time. 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(s). 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.

Terms

1. The services described in the above scope of services shall be performed to the satisfaction of the County.
2. The CONTRACTOR shall account to the County for the time it has spent in performance of the services described above and shall maintain contact with the Office of the County Attorney, who will serve as a representative of the County, by telephone, fax, mail, and/or e-mail to inform the County of developments regarding the services described above and respond to said representatives comments and questions in a prompt and appropriate manner.
3. Either party may terminate this contract without cause by providing thirty (30) days written notice.
4. The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County, and shall not obligate future ad valorem funds.
5. The CONTRACTOR shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful

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- conduct of the CONTRACTOR or other persons employed or utilized by the CONTRACTOR in the performance of the contract.
6. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.
 7. The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.
 8. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).
 9. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.
 10. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.
 11. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
 12. Review of Records: As a condition of entering into this Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the CONTRACTOR authorizes the COUNTY to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation not related to this Contract, and is otherwise protected by COUNTY, State, or Federal law.
 13. Severability: If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
 14. Duration of Contract: This contract shall be in effect for three (3) years from 12:00 AM **January 18, 2011** until 12:00 AM **December 31, 2013**. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
 15. Extension of Contract: Either the COUNTY or the CONTRACTOR may request, in writing, an extension of this Contract for three (3) additional one year increments. If the extension request is acceptable to the other party, then an authorized representative of such party shall approve the extension request, in writing.

16. It is the intent of the County to enter into a three-year contract with the possibility of three (3) one-year extensions. The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services.
17. The County will pay McCabe Vaughn, \$135 (One Hundred Thirty Five Dollars) per hour, not to exceed \$19,440.00 (Nineteen Thousand Four Hundred Forty Dollars) annually, for services performed by McCabe Vaughn, in relation to the County's Special Magistrate Services. This fee includes reimbursements for all estimated out-of-pocket expenses and administrative costs.
18. Procedure for Achieving Assignment: In light of the scope and rationale for this Contract, neither the COUNTY, nor the CONTRACTOR may assign, transfer, and/or sell any of the rights noted in this Contract, or associated with this Contract, without the express written approval of the other party. Should either the COUNTY, or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.
19. Independent CONTRACTOR Relationship: The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor, and not an employee, agent, official, or servant of the COUNTY. As such, neither the CONTRACTOR, nor any employees, agents, officials, servants, nor subcontractors of the CONTRACTOR, are eligible for any benefits afforded employees or officials of the COUNTY. The CONTRACTOR shall exercise control over the means and manner in which the CONTRACTOR, and the CONTRACTOR's employees, perform the work that is set forth in this Contract. The CONTRACTOR does not have the power or the authority to bind (legally or equitably, in any manner whatsoever the COUNTY, in any promise, agreement, or representation, other than as specifically provided for in this Contract.
20. No Third Party Beneficiaries: Both the COUNTY, and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person and/or entity.
21. Permits and Licenses. To the extent that the Contractor needs to obtain/acquire, and maintain permits, and/or licenses, in order to provide the Scope of Services noted in this Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, statute, or ordinance.
22. Insurance Requirements – The CONTRACTOR agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The CONTRACTOR agrees that this insurance requirement shall not relieve or limit CONTRACTOR'S liability and that the COUNTY does not in any way

represent that the insurance required is sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums. It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance naming St. Johns County as Certificate Holder will be attached to this contract as an exhibit. St. Johns County, Florida must be named as additional insured. The Certificate of Insurance must be provided by insurers licensed or eligible to do business in Florida, and must require the insurer to give St. Johns County written notice of any intention to cancel or refusal to renew the policy at least 30 days prior to cancellation or nonrenewal. Certificate(s) must be provided for the following:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract certificates of insurance will be produced that shall provide for the following:
 - a. St. Johns County shall be named as additional insured by policy endorsement on the commercial general liability policy.
 - b. St. Johns County shall be named as additional insured by policy endorsement on the business auto liability policy.
 - c. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

This Agreement contains the entire agreement and understanding of St. Johns County and the CONTRACTOR with respect to the matters covered herein, and may only be modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year written above.

Owner
St. Johns County, Florida

Contractor

(Typed Name)

Michael J. McCabe/McCabe Vaughn, P.A. ^{Seal}

By: _____
Signature

By: _____
Signature

Joe Burch, Purchasing Director
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

Legally Sufficient:

By: _____ Seal
Deputy Clerk

By: *Erica D. Moore*
Office of the County Attorney

Date of Execution

Date: 4 January 2011