

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

[www.myquincy.net](http://www.myquincy.net)



## **Meeting Agenda**

**Tuesday, September 8, 2015**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Derrick Elias, Mayor (Commissioner District Three)**  
**Micah Brown, Mayor Pro-Tem (Commissioner District Two)**  
**Keith Dowdell (Commissioner District One)**  
**Andy Gay (Commissioner District Four)**  
**Daniel McMillan (Commissioner District Five)**

**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
September 8, 2015  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

**Approval of the Minutes of the previous meetings**

1. Approval of Minutes of the 08/25/2015 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

2. Proclamation in Commemoration of the events of September 11, 2011  
(Sylvia Hicks, City Clerk)

**Public Hearings as scheduled or agended**

**Public Opportunity to speak on Commission propositions– (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)**

**Ordinances**

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**Resolutions**

3. Resolution No. 1333-2015 – Walk for Life/Run With a Purpose Event  
(Mike Wade, City Manager)

## **Reports by Boards and Committees**

### **Reports, requests and communications by the City Manager**

4. QFD Monthly Reports  
(Mike Wade, City Manager, Scott Haire, Fire Chief)

### **Other items requested to be agendaed by Commission Member(s),the City Manager and other City Officials**

#### **Comments**

**a) City Manager**

**b) City Clerk**

**c) City Attorney**

1. Announcement of executive session pursuant to Section 286.011(8), Florida Statutes, in *Morris Long and Jazzie Long v. City of Quincy, Florida*, Case No.: 11000783-CAA, in the Circuit Court for the Second Judicial Circuit in and for Gadsden County, Florida.
2. Litigation update

**d) Commission Members**

#### **Comments from the audience**

#### **Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
AUGUST 25, 2015  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, August 25, 2015, with Mayor Commissioner Derrick D. Elias presiding and the following present:

Commissioner Micah Brown  
Commissioner Daniel McMillan  
Commissioner Gerald A. Gay, III  
Commissioner Keith A. Dowdell

Also Present:

City Manager Mike Wade  
City Attorney Scott Shirley  
CRA Attorney Hubert Brown  
City Clerk Sylvia Hicks  
Interim Police Chief Glenn Sapp  
Finance Director Ted Beason  
Building and Planning Bernard Piawah  
Human Resources Director Bessie Evans  
Customer Service Supervisor Catherine Robinson  
Fire Chief Scott Haire  
CRA Manager Regina Davis  
Interim Public Works Director Reginald Bell  
Parks and Recreation Director Greg Taylor  
Building and Planning Administrative Assistant Betty Powell  
Executive Director Main Street Joe Munroe  
Sergeant At Arms Officer Andy Watson

### **Call to Order**

Mayor Elias called the meeting to order, followed by invocation and the Pledge of Allegiance.

### **Approval of Agenda**

Commissioner McMillan made a motion to approve the agenda. Commissioner Brown seconded the motion. The motion carried five to zero. The ayes were unanimous.

### **Special Presentations by Mayor or Commission**

### **Approval of the Minutes of the previous meeting**

Commissioner McMillan made a motion to approve the minutes of the August 11, 2015 regular meeting with corrections if necessary. Commissioner Brown seconded the motion. The ayes were unanimous. The motion carried five to zero.

## **Proclamations**

## **Public Hearings as scheduled or agended**

## **Public Opportunity to speak on Commission propositions- (Pursuant to Sec. 286.0114. Fla Stat. and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat.)**

Joe Munroe of 313 North Jackson Street Executive Director of Main Street came before the Commission and stated he did not have any problem with the Church moving into the downtown area but asked the Commission to be careful of our zoning we have 25% of the downtown area as being governmental and non-profits and they tend to take up all the available space of the downtown. He stated that Main Street has just been revived and they would be looking to bring more retail and restaurants to the downtown area. Mr. Munroe stated that the Church has agreed to let the front of the building remain commercial and use the interior of the building for the Church use.

## **Ordinances**

## **Resolutions**

## **Reports by Boards and Committees**

## **Reports, request, and communications by the City Manager**

### *Request for Special Use Permit for a Church at 15 South Madison Street*

Bernard Piawah Planning Director stated that the Mr. Gammon had applied for a Special Use Permit to open a church in at 15 South Madison Street. He stated that the Planning and Development Review Board met and recommend approval with conditions. Commissioner Dowdell made a motion to approve the application with conditions 1) work with the Planning Department and provide a detailed plan of development (prepared by a licensed professional) showing how the proposed uses (commercial on Madison Street, church in the middle of the building, and storage at the rear) will suitably collocate in the building consistent with Quincy Code of Ordinances; and 2) address all the issues raised by the Fire Department including site plan, firewalls to separate the uses, fire doors, and sufficient egress pathways. Commissioner Brown seconded the motion. The ayes were unanimous. The motion carried five to zero.

### *Paving Project Construction Engineering Inspection Approval*

City Manager Mike Wade request that the Commission direct them to proceed with negotiations with the top ranked firm and as long as the cost comes in within budget

(less than \$10,000), the commission authorize the City Manager to sign said agreement thus expediting the project. Commissioner Gay made a motion to approve option 1) to direct staff to proceed with negotiation with the top ranked firm (David Melvin Consulting Engineering) and as long as the cost is within budget (less than (10,000), authorize the City Manager to sign said agreement thus expediting the project. Commissioner Brown seconded the motion. The ayes were unanimous. The motion carried five to zero.

#### *Power Supply Contract Approval*

City Attorney Scott Shirley informed the Commission that the agreement is in a format that Florida Power and Light Corporation (FPL) has used for many years in similar arrangements. The Transaction Confirmation is for an eight year term with power and energy delivery beginning on January 1, 2016 and ending on December 31, 2023. However, the City may elect to terminate the agreement early on December 31, 2021, by providing notice of early termination to FPL by July 1, 2018. This would allow the City to shorten the term by two years should it appear that a better price can be obtained by putting the matter back out to competitive bid in the marketplace. He also stated that the performance security the City does not have to have a letter of credit unless the credit rating drops below a B+ rating. Commissioner Gay made a motion to approve the Native Load Firm and System Firm Power and Energy Transaction Confirmation and FPL Tariff No. 1 Service Agreement and authorize the Mayor to sign the approved documents. Commissioner Dowdell seconded the motion. The ayes were unanimous. The motion carried five to zero.

*P-Card Statement*- No Comment

*Arrears Report* – No Comment

*Financial Report* – No Comment

Commissioner McMillan asked to get the payable report along with all the other financial reports.

#### **Other items requested to be agendaed by Commission Member(s) the City Manager and other City Officials**

#### **Comments**

#### **City Manager**

City Manager Mike Wade reported the following:

- The 3<sup>rd</sup> Street & Stewart Street right-of-way has been cleaned as well as B. W. Roberts drainage ditch.
- Forest and Calhoun Street the pipe has been reopened

The Mayor thanked the Manager for the cleaning of the debris but also reminded him that the debris needs to be cleaned up immediately.

**City Clerk** - None

**City Attorney**

City Attorney Scott Shirley reported to the Commission that he and Mr. Piawah will be addressing the issue of zoning and needs to come up with a strategy that is consistent with federal law as it relates to religious institutions. He stated we need to promote office and retail mix for the downtown area.

**Commission Members**

Commissioner Dowdell – None

Commissioner Gay

Commissioner Gay stated the right-of-way cleaning crew needs to be coordinated with the ones that is cutting the debris we don't need the debris to be laying around for days nor weeks before it is picked up. Mr. Bell and his crew stays busy.

Commissioner Gay stated that he is impressed with the Manager and his staff as how fast they respond to their request.

Commissioner Gay reported that Minister Figgers had called him and stated that he wanted to attend the meeting but due to circumstances beyond his control he couldn't come to the meeting. He also reminded everyone that Shaw's Quarter Day will be October 24, 2015.

Commissioner Gay asked if we were still subcontracting the maintenance at Corry Field. He stated that he was embarrassed with how the condition of Corry Field looked on Friday night. We need to discuss this item at the budget meeting.

Commissioner Brown - None

Commissioner McMillan

Commissioner McMillan stated that the tree trimming on the side of the road we are cutting them back 5'to 6' why are we not cutting the whole tree what is the rationale.

Commissioner McMillan stated he had requested a few meetings a go to begin receiving reports from the Recreation Department. The Recreation Department is very important to the Community he has seen a lot of great things come out of the Recreation Department but we need to step up our game.

Commissioner McMillan stated that we need Code Enforcement Workshop and that Code Enforcement is making some improvement but they need to do more for

example the lot in front of the dollar tree needs cutting. There are other areas in his district that need some attention. He also is requesting reports from the department.

Commissioner McMillan stated that the City has liens on properties that need to be released for someone to purchase them.

Commissioner McMillian asked about speed bumps on Shelfer Street.

Commissioner McMillian stated that he attended the Main Street grand opening and it was well attended. He asked everyone to become a member of Main Street for they need our support.

### **Citizen Concerns**

Carol Hutchinson of 573 Gould Road representative of Pregnancy of Gadsden County came before the Commission regarding the Walk for Life to be held October 10, 2015. She stated that she had been in contact with Sgt. Robinson and Capt. Mixson, the event will be from 8-12, they have paid for the parade permit, They have gained permission from the Pastors at Thomas Memorial and First Baptist Church for the participant to use the bathroom facilities and they already have their Insurance and a cleanup crew and asked that trash cans are set out. The Commission advised her that the City will take care of the rest with a resolution.

Frieda Bass-Prieto of 329 East King Street stated we have a litter problem here she stated that she has to pick up trash every morning in front of her house. The City needs to look into our Littering Ordinance.

Ms. Bass-Prieto stated that we need to put some money into this upcoming budget to spruce up our City the sidewalks need cleaning as well as the curbing and stripping. We need a cleanup day.

Mayor Elias thanked staff for their expeditious efforts in addressing the issues of the Commission.

Mayor Elias stated that he know we had expended approximately \$30,000 on Corry Field about two years ago. Commissioner Gay stated that it was close to \$40,000 the grass is brown. Greg Taylor Parks and Recreation Director stated that we had a water problem on the field and it has since been rectified. He has scheduled a consultation with Esposito and what he described is likely to be worms eating the grass. Mr. Taylor stated that he needs to know what they need to do to step up the Recreation Department. He stated he nor his staff or parents received any complaints. He stated that he knows that they are doing a great job he just needs to know prior to Tuesday's meeting so that the issues can be resolved he needs feedback positive or negative. Commissioner Gay stated that the reason he brought up the issue of Corry Field is that we had a contractor to water, cut, spray and maintain Corry Field it is a money issue with the Commission not any reflection on the Recreation Department.

Mayor Elias asked the Manager the status of the vacant department heads positions. The Manager stated that he had place Mr. Bell in the Public Works Directors position



and will have the Police Chief's within the next two weeks. He is going to advertise for the Utilities Director position.

Commissioner Dowdell made a motion to adjourn. Commissioner Gay seconded the motion. There being no further business to discuss the meeting was adjourned.

APPROVED:

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Derrick D. Elias, Mayor and  
Presiding Officer of the City Commission and  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

**PROCLAMATION**  
**IN COMMEMORATION**  
**OF THE EVENTS OF SEPTEMBER 11, 2001**

**WHEREAS**, at 8:46am, on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York and 17 minutes later, at 9:03am, hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center, and

**WHEREAS**, at 9:37am, the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarter of the Department of **Defense; and**

**WHEREAS**, at approximately 10:00am, the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in a field in Shanksville, Pennsylvania, and in do so, gave their lives to save countless others, and

**WHEREAS**, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001, and tens of thousands of individuals who narrowly escaped the attacks at the Pentagon and World Trade Center are forever changed and

**WHEREAS**, countless fire departments, police departments, first responders, government officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

**WHEREAS**, the Fire Department of New York suffered 343 fatalities, the largest loss of life of any emergency response agency in United States history; the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

**WHEREAS**, on the 14<sup>th</sup> anniversary of this tragic day, the thoughts and prayers of the people of the City of Quincy, Florida are with all of the victims and their families as the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day;

**NOW THEREFORE, BE IT RESOLVED** by the City of Quincy, Florida City Commissioners:

**Section 1.** That September 11, 2015, is recognized as a day of solemn commemoration of the events of September 11, 2001 and a day to come together as a Nation; and

**Section 2.** That the families, friends, and loved ones of the innocent victims of the September 11, 2001 terrorist attacks are offered our deepest and most sincere condolences, and

**Section 3.** That the heroic service, actions, and sacrifices of fire fighters, law enforcement personnel, state and local officials, volunteers, airline personnel, and countless others who aided the innocent victims of those attacks are honored and commended; and

**Section 4.** That the valiant service, actions, and sacrifices of the United States Armed Forces, intelligence agencies, homeland security and their families are acknowledged and appreciated; and

**Section 5.** That the observance of the moment of remembrance to last for one minute beginning at this time is greatly appreciated. Please join us at this time in a minute of silence.

**DONE AND ORDERED** this 11<sup>th</sup> day of September, 2015.

*Derrick D. Elias Mayor*

*Sylvia Hicks City Clerk*

## RESOLUTION No. 1333-2015

### **A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY THE TEMPORARY ROAD BLOCKING FOR THE 2015 WALK FOR LIFE/RUN WITH A PURPOSE**

**WHEREAS**, The Pregnancy Center of Gadsden has requested the temporary blocking of certain roads for its 2015 Walk for Life/Run with a Purpose event to be held Saturday, October 10th, 2015.

**WHEREAS**, The City of Quincy has determined that said road blockages are necessary in order for the "Walk for Life/Run with A Purpose" event to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary blocking of the following State/County and City Road;

Washington Street between Adams Street and 13<sup>th</sup> Street but not the intersections; Franklin Street between 13<sup>th</sup> Street and Monroe Street; 13<sup>th</sup> Street from Franklin Street south to Washington Street; Monroe Street from Franklin Street south to Washington Street.

**PASSED** in open session of the City Commission of the City of Quincy, Florida on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2015

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Derrick D. Elias  
Presiding Officer of the City Commission and City of  
Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of City of Quincy and  
Clerk of the City Commission thereof

City of Quincy  
City Commission  
Agenda Item

Date of Meeting: September 8, 2015  
Date Submitted: September 4, 2015  
To: Honorable Mayor and Commissioners  
From: Mike Wade, City Manager  
Glenn Sapp, Police Chief  
Subject: Resolution 1333-2015 - Walk for Life/Run With A Purpose

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**Statement of Issue:**

The Pregnancy Center of Gadsden County is requesting temporary road blockages for their “Walk for Life/Run With a Purpose” event.

**Background:**

The Pregnancy Center of Gadsden County is planning a fundraising event to be held on Saturday October 10, 2015 between 9am and 12:00 noon. The organization has obtained the required permits from Quincy Public Safety, scheduled Officers as needed and provided certification of insurance. Staff recommends approval of this event.

**Options:**

1. Move to Adopt Resolution 1333 –2015 - Walk for Life/Run With a Purpose
2. Do not Adopt Resolution 1333 –2015 - Walk for Life/Run With a Purpose

**Recommendation:**

Option # 1

Attachments:

1. Event Plan Letter
2. Map of event
3. Certificate of Insurance



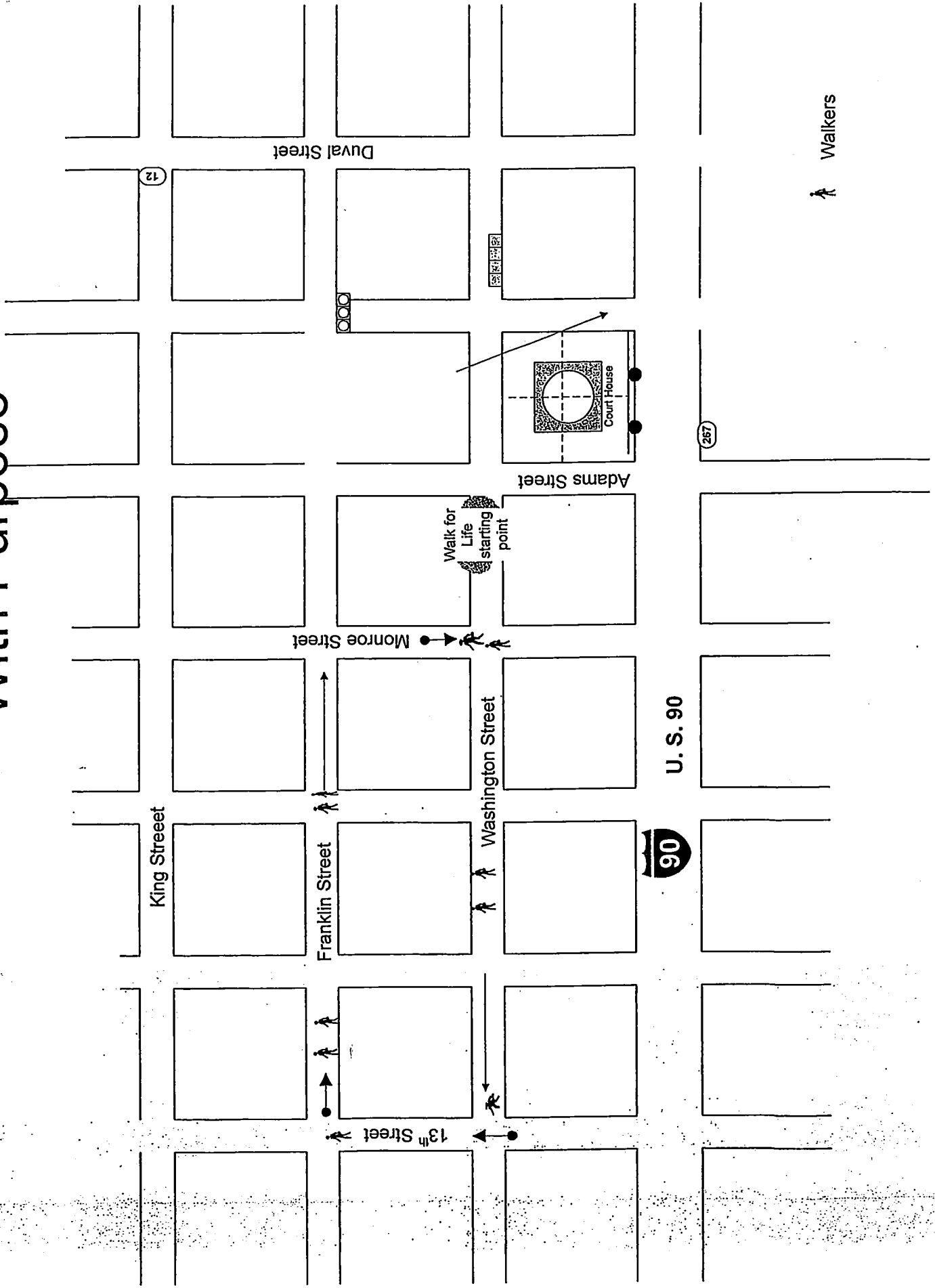
**To: Captain R. Mixson**  
**From: Sgt. G. Robinson.**  
**CC: Chief G. Sapp**  
**RE: Event plan for Walk for Life/ Run with a Purpose.**

**Background:** The Pregnancy Center of Gadsden County requested to have their Walk for Life event Saturday October 10<sup>th</sup> 2015 between 9am and 12:00 noon. The walk should take approximately one hour, and Historically the organization has held the event in the city of Havana but elected to change the venue to the city of Quincy.

**Operation Plan.** There will be approximately 75 to 100 Walkers/ Attendees that are expected to attend this event. The walkers will start on Washington Street which is located behind the Gadsden County Court House traveling West bound then North on 13<sup>th</sup> Street. Once on 13<sup>th</sup> Street, the walkers will travel east on Franklin Street then South on Monroe Street and finally end the event on Washington Street. During the event the walkers will mostly be walking on the side walk accompanied by two sworn Officers in patrol vehicles. The Officers will perform **(Rolling Road Closers)** only as needed to facilitate the event. The Officers will be subsequently paid by the Pregnancy Center of Gadsden County. Kimberly Nelson is the coordinator for this event and her contact number is 850-539-1221 or 251-7027.



# Walk for Life- Run With Purpose





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/18/2015

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).

<b>PRODUCER</b> Insurance One Agency, L.C. 14180 Dallas Parkway Suite 900 Dallas TX 75254	<b>CONTACT NAME:</b> Jody Pines <b>PHONE (A/C, No, Ext):</b> (214) 220-1118 <b>E-MAIL ADDRESS:</b> jpines@insuranceoneagency.com	<b>FAX (A/C, No):</b> (214) 220-1119
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Pregnancy Center of Gadsden County, Inc. PO Box 573 Havana FL 32333	<b>INSURER A</b> Arch Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL1581854073 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	NCPKG0267002	5/31/2015	5/31/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Professional Liability	\$ 1MM/3MM
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			NFP0086663-02	5/31/2015	5/31/2016	Each	1,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to accompanying form GL0295 10 04 11 for additional insured wording.

<b>CERTIFICATE HOLDER</b> Quincy Florida	<b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Rick McCrary/JLP02 <i>RJ McCrary</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FLORIDA SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT  
ENDORSEMENT**

This endorsement provides coverage if there is no coverage under the policy. This endorsement will not duplicate any coverage already provided under the policy.

"You" and "your" mean the "Named Insured" shown in the Declarations. "We", "us", and "our" mean the "Company" shown in the Declarations.

This endorsement changes insurance under the policy as follows.

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Below is a summary of the changes to the policy under this endorsement. It changes the Limits of Insurance and Additional Coverage. Please see the policy for details.

- A) Medical Payment – Increased Limit to \$20,000
- B) Supplementary Payments – Increased Bail bonds to \$3,000  
Increased Loss of Earnings to \$1,000 each day
- C) Damage to Premises Rented to You – Increased limit to \$1,000,000 for Fire, Lightning, Explosion, Smoke, and Leaks from Fire Protective Sprinklers
- D) Broadened Definition of "Who is an Insured"
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury to include televised, videotaped or internet based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Removed Use of Reasonable Force to Protect persons or property exclusion under "Property Damage"
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage – Increased length to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

**A) MEDICAL PAYMENTS**

If Medical Payments Coverage (Coverage C) applies under this Coverage Part, then it is amended. It is changed as follows:

- 1) The Medical Expense Limit (Section III) is increased to \$20,000. But this is subject to all the terms of the Limits of Insurance.
- 2) The Insuring Agreement of Coverage C requirement that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

**B) SUPPLEMENTARY PAYMENTS**

Coverages A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

**C) DAMAGE TO PREMISES RENTED TO YOU**

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" and the words "fire insurance" are changed to "fire, lightning, explosion, smoke, or leakage from fire protective sprinklers" where it appears in:

- 1) The last paragraph of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, subsection 2. Exclusions;
- 2) Section III – Limits Of Insurance, paragraph 6.;
- 3) Section V – Definitions, paragraph 9.a.
- 4) Section IV – Commercial General Liability Conditions, subsection 4. Other Insurance, paragraph b. Excess Insurance

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

**D) WHO IS AN INSURED**

Paragraph 2. of Section II – Who Is An Insured is deleted. It is replaced by the following:

2. The following are insureds only while working within the scope of their duties for the insured:
  - (a) "Employees";
  - (b) "Volunteer Workers";
  - (c) Independent Contractors.

But, no "employees", "volunteer workers" or independent contractors are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) (i) To you; (ii) to your partners or members (if you are a partnership or joint venture); (iii) to your members (if you are a limited liability company); (iv) to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business; or (v) to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse; child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
  - (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of their providing or failing to provide professional health care services.
- (2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by : (1) you; (2) any of your "employees"; (3), "volunteer workers"; (4) any partner or member (if you are a partnership or joint venture); or (5) any member (if you are a limited liability company).

a. Medical directors and administrators; including professional persons;

b. Your managers and supervisors are insureds if you are an organization other than a partnership or joint venture;

c. Your members are insureds for their duties related to your business if you are a limited liability company;

d. Any organization and subsidiary that you control and actively manage on the effective date of this endorsement;

e. Persons or organizations that: (1) have financial control of you or (2) own, maintain or control premises occupied by you and require you to name them as an additional insured for their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to: structural alterations; new construction; and demolition operations performed by or for that person or organization.

f. Any State or Political Subdivision that issues a permit for the premises you own, rent or control:

This insurance applies to the following hazards:

(1) The existence, maintenance, repair, construction, erection, or removal of: advertising signs; awnings; canopies; cellar entrances; coal holes; driveways; manholes; marquees; hoist away openings; sidewalk vaults; street banners; or decorations and similar exposures; or

(2) The construction; erection; or removal of elevators; or

(3) The ownership; maintenance; or use of any elevators covered by this insurance.

Coverage does not apply to injury or damage when a person or organization: (1) who is an insured under this endorsement is also an insured under another policy; or (2) would be an insured under another policy except that it terminated or exhausted its limits of insurance.

g. Students in training. But, this does not apply to for "bodily injury" or "property damage" arising out of the student's rendering or failure to render professional services to patients;

h. Your members but only for their liability for your activities or activities they perform on your behalf;

i. Your trustees or members of the board of governors while acting within the scope of their duties on your behalf;

j. Any organization you are required to name as an insured per a written contract. The organization will be referred to as an Additional Insured and is an insured but only for liability arising out of: (1) your premises, "your work" for the Additional Insured; or (2) acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you. This includes but is not limited to:

- (1) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

This insurance is excess over any other valid and collectible insurance that applies to any claim or suit. This provision applies whether such insurance is primary, excess, or contingent.

Paragraph 4.a. of Section II – Who Is An Insured is deleted. It is replaced by the following:

a. Coverage under this provision:

- (1) Takes effect on the acquisition or formation date; and
- (2) Terminates at the earlier of: (1) the end of the policy period of this Coverage Part; or (2) the next anniversary of its inception date.

#### E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) If your agent, servant, employee or other person has knowledge of an occurrence, that does not mean that you have knowledge of that occurrence. But, if your corporate officer received notice from your agent, servant, employee or other person about that occurrence, you are now considered to have knowledge of that occurrence, as well.
- 2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. But, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

#### F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED OR INTERNET-BASED PUBLICATION

- 1) The definition of "Personal and Advertising Injury" in item 14. is changed to read:

"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:

- d) Oral or written publication in any manner that: (i) slanders or libels a person or organization; or (ii) disparages a person's or organization's goods, products, or services;
- e) Oral or written publication in any manner that violates a person's right of privacy;
- f) Use of another's idea in your advertisement or use of another's style of doing business; or
- g) Infringement of copyright, title, or slogan.

Publication includes publication through any type of media. Media includes but is not limited to: television; radio or other electronic publication; intranet; website or internet; e-mail and instant messaging; voicemail or VOIP; or broadcast of any kind whatsoever.

- 2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are amended. They are changed to read:
  - a) (2) Arising out of oral or written publication of material when done by or for the insured with knowledge of its falsity;

- b) (3) Arising out of oral or written publication of material which was published prior to the policy period.

**G) BODILY INJURY – MENTAL ANGUISH**

The definition of "bodily injury" is amended. It is changed to read:

"Bodily Injury" means:

- a) Bodily injury, sickness, or disease sustained by a person, and mental anguish resulting from any of these; and
- b) Death resulting from the above, except death resulting from mental anguish.

**H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

We rely on your representations about existing hazards. We will not deny coverage under this Coverage Part solely due to your unintentional failure to disclose hazards that existed before the effective date of this Coverage Part.

**I) LIBERALIZATION**

If we adopt a change in our forms or rules which broadens your coverage at no extra premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

**J) EXTENDED "PROPERTY DAMAGE"**

SECTION I – COVERAGES, Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions a. is deleted. It is replaced by the following:

- 1) Expected or Intended Injury;

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**K) PREMISES SOLD OR ABANDONED BY YOU**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, Exclusion j, is amended. It is changed as follows:

- (2) Premises you sell, give away, or abandon if the "property damage" arises out of any part of those premises. The property damage must occur from hazards that you knew about or reasonably should have known about at the time the property was transferred or abandoned.

**L) ADDITIONAL INSURED – FUNDING SOURCE**

Under SECTION II – WHO IS AN INSURED, the following is added:

- 2) Persons or organizations for their liability arising out of:

- a) Their financial control of you; or

- b) Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to: structural alterations; new construction; and demolition operations performed by or for that person or organization.

**M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

The following is added under SECTION II – WHO IS AN INSURED:

- 1) Persons or organizations for their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you. This is subject to the following additional exclusions:

This insurance does not apply to:

- a) An "occurrence" that takes place after you cease to be a tenant in that premises.
- b) Structural alteration; new construction; or demolition operations performed by or on behalf of that person or organization.

**N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

- 1) Persons or organizations are insureds under this endorsement if you are required to add them as additional insureds to this policy by a written contract, written agreement, or permit which was:
  - a) in effect or takes effect during the term of this policy; and
  - b) executed prior to any "bodily injury," "property damage," or "personal and advertising injury."
- 2) Insurance for the additional insured under this endorsement applies as follows:
  - a) The person or organization is only an additional insured for liability caused by your negligent acts or omissions at or from:
    - (1) Premises you own, rent, lease, or occupy, or
    - (2) Ongoing operations you perform for the additional insured at the job described in the written contract or written agreement.
  - b) The limits of insurance that apply to the additional insured are the lesser of the limits: (1) in the written contract or written agreement or (2) in the Declarations. These limits apply to coverage under the endorsement. But, these limits are not in addition to the limits of insurance shown in the Declarations.
- 3) The following exclusions apply for this insurance which covers additional insureds.
  - a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
    - (1) all work at the site of the covered operations has been completed; (This includes materials, parts or equipment furnished in connection with such work, on the project to be performed by or on behalf of the additional insured(s). This does not include service, maintenance, or repairs.) or
    - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use. It may be put to use by any person or organization except by a contractor or subcontractor engaged to perform operations on or at the same project.
  - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by:
    - (1) the rendering of professional services; or
    - (2) failure to render any professional services.



- 4) If you and the additional insured have a written contract that specifically requires this insurance to be primary, then it will be primary. This insurance will be primary even if other insurance is available to the additional insured.

**O) GENERAL AGGREGATE LIMIT PER LOCATION**

SECTION III – LIMITS OF INSURANCE, is amended. It is changed as follows:

The General Aggregate Limit is the most we will pay for the sum of:

- 1) Medical expenses under Coverage C;
- 2) Damages under Coverage A, except for damages for "bodily injury" or "property damage" under the "products-completed operations hazard, and
- 3) Damages under Coverage B.

Each "location" is subject to its own Location General Aggregate Limit. That limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS, is amended. The following is added:

23. "Location" means adjacent premises: (1) with the same or connecting lots; or (2) that are only separated by a street, roadway, waterway or right-of-way of a railroad.

**P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS**

- 1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events and fund raising events. The following events are excluded events:

**Excluded Events**

- a) Events involving aircraft
- b) Events involving automobile or motorcycle races or rallies
- c) Events involving fireworks
- d) Events involving firearms
- e) Events involving live animals, excluding domestic pets
- f) Carnivals and fairs with mechanical rides
- g) Any event lasting longer more than three (3) days (including otherwise acceptable events)
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

**Q) NON-OWNED WATERCRAFT**

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE. 2. Exclusions, paragraph g.(2) is amended. It is changed as follows:

- (2) A watercraft you do not own that is:
- a) Less than 65 feet long, and
  - b) Not being used to carry persons or property for a charge;

This provision applies to any person who: (1) has your consent to use the watercraft or (2) is responsible for use of the watercraft.

This insurance is excess over any other valid and collectible insurance that applies to any claim or suit. This provision applies whether such insurance is primary, excess, or contingent.

**R) WAIVER OF SUBROGATION**

We will waive our right of subrogation if: (1) there is a loss; (2) you advised us, in writing, prior to the loss of your intention to waive subrogation; and (3) we know who the party against whom we would have subrogated. We may waive subrogation at no charge if you meet the underwriting criteria.

**S) WAIVER OF IMMUNITY**

We will waive charitable or governmental immunity of the insured when we adjust claims and defend "suits" against the insured. If the insured does not want it waived, we must be advised in writing.

We will not be liable for any portion of a claim or judgment in excess of the applicable limit of insurance if waiver of immunity is used as a defense.

**T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)**

1) The following is added to SECTION 1 – COVERAGES – COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE paragraph 1. Insuring Agreement: "Bodily Injury" damages arising out of a violation of "Rights of Residents," will be considered an "occurrence."

2) SECTION 1 – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE - 2. Exclusions for coverage under paragraph A.1. of this endorsement is amended. The following is added:

This insurance does not apply to liability:

- a) arising out of the willful or intentional violation of "Rights of Residents."
- b) for fines or penalties assessed by a court or regulatory authority.
- c) arising out of acts or omissions for furnishing, or failing to furnish, professional services for the medical treatment of "residents."

3) SECTION V – DEFINITIONS for Rights of Residents Coverage is amended. The following definition is added:

24. "Rights of residents" means:

- a. Any right granted to a resident under state law that regulates your health care facility.
- b. The "Rights of Residents" as stated in the United States Department of Health and Welfare regulations that govern Intermediate Care Facilities and Skilled Nursing Facilities. This applies whether or not your facility is subject to those regulations.

**U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR FUNDRAISING EVENTS**

SECTION 1 COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions is amended. The following subparagraph is added:

This exclusion does not apply to "bodily injury" or "property damage" that arises from the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events, related to the insured's business.

**V. EMPLOYEE CRIMINAL DEFENSE COVERAGE**

Under SUPPLEMENTAL PAYMENTS – COVERAGES A AND B, the following is added:

2. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The alleged criminal act must arise out of the "employee's" work performed on your behalf.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of "employees"; claims or "suits" brought or persons or organizations making claims or bringing "suits".

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: NCPKG0267002

Named Insured: THE PREGNANCY CENTER OF GADSDEN COUNTY, INC.

Endorsement Effective Date: 05/31/2015

*QFD Monthly District Fire Calls  
August 2015*

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>	8/3/2015	414 Williams St	Power line down
	8/28/2015	1709 W Jefferson	Smoke detector activation
<b>District 2</b>	8/18/2015	Corner of Jefferson & N Stewart St	Vehicle accident w/injuries
	8/21/2015	16 S Calhoun St	Odor of gas
	8/31/2015	Stewart St & GF& A Dr	Transport vehicle fire
<b>District 3</b>	8/1/2015	205 S Chalk St	Smoke scare
	8/1/2015	359 E Jefferson St	Alarm activation
	8/8/2015	359 E Jefferson St	Detector activation
	8/20/2015	1797 Pat Thomas Pkwy	Good intent
	8/28/2015	339 E Jefferson St	Arcing powerline
<b>District 4</b>	8/20/2015	20 N Stewart St	Medical assist
	8/25/2015	214 N Lowe St	Canceled enroute
<b>District 5</b>	8/16/2015	32 N Virginia St	Detector activation
	8/17/2015	1422 W Jefferson St	Gas spill
	8/22/2015	1119 Pine Ave	Overheated wiring

*QFD Monthly Activity Report  
August 2015*

	<u>2015</u>	<u>2014</u>
<b>Total Fire Calls</b>	113	58
City	84	37
County	29	21
<b>Total Man Hours</b>	155 hrs 55 mins	86 hrs 25 mins
City	57 hrs 52 mins	33 hrs 37 mins
County	75 hrs 22 mins	52 hrs 48 mins
<b>Type Fire Calls - City</b>		
Structure	0	0
Vehicle	2	3
False Alarm	0	2
Hazard	5	2
Rescue	0	0
Wood & Grass	0	1
Other	9	8
<b>Type Fire Calls - County</b>		
Structure	4	5
Vehicle	11	7
False Alarm	0	3
Hazard	3	1
Rescue	0	0
Woods & Grass	2	5
Other	11	10
<b>Fire Causes</b>		
Accidental	7	8
Undetermined	2	3
Suspicious	0	1
Arson	1	0
<b>Average Response Time</b>		
City	3.0 mins	3.52 mins
County	7.38 mins	10.57 mins
<b>Average Firefighters per Call</b>		
City	3.92	3.52
County	3.35	2.75
<b>Average Time Spent per Call</b>		
City	37.14 mins	17.23 mins
County	38.74 mins	57.53 mins

*QFD Monthly Activity Report  
August 2015*

	<b><u>2015</u></b>	<b><u>2014</u></b>
Responses Out of District	1	3
Mutual Aid Responses *	4	1
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	4	2
Fire Safety Inspection	28	7
Fire Investigation	0	0
Plans Review	3	2
Training Man Hours	185 hrs	135 hrs
Hydrants Serviced/Painted	10	3
Utility Turn Ons	66	53
Smoke Detector Installs	0	3