# **Board of County Commissioners**

# Jefferson County, Florida

Stephen G. Fulford	Eugene C. Hall	Hines F. Boyd	Felix "Skeet" Joyner	Danny Monroe, III
District 1	District 2	District 3	District 4	District 5, Chair

Regular Session Agenda (Revised)
May 6, 2010 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344

- 1. 9:00 A.M. Call to Order, Invocation, Pledge of Allegiance
- 2. Public Announcements, Presentations, & Awards
  - a) Recognition of Paul Clark of Wilderness Coast Kitty Brooks
- 3. Consent Agenda
  - a) Minutes April 15, 2010 Regular Session
- 4. Citizens Request & Input on Non-Agenda Items
  - (3 Minute Limit, No Commissioner Discussion.)
- 5. General Business
  - a) Assessment Refund Commissioner Monroe
  - b) Lake Miccosukee Spillway Clyde Simpson
  - c) Piney Woods Road Name Change Resolution Commissioner Boyd
  - d) Sample Tobacco Ordinance Banning Free Sampling Marianne Arbulu
  - e) Medical Director Agreement/Dr. Spindell Roy Schleicher
  - f) Kick-Off Meeting w/ Preble-Rish Roy Schleicher
  - g) Engineering Items/Preble-Rish
    - i) Industrial Park
    - ii) Horse Arena
    - iii) Fire Station
    - iv) SCOP
  - h) FACT Trust Agreement Changes Ken Moneghan/FACT
  - i) Old Jail Building Lease Commissioner Boyd/ Dr. Ann Holt
- 6 County Coordinator's Report
  - a) Department Director's Activities for 2010-11
  - b) Personnel Policies/Attorney Robert Sniffen Workshop May 20th at 4 PM
  - c) Legislative update
  - d) Rec Park Update
- 7. Citizen's Forum
  - (3 Minute Limit, Discussion Allowed. Questions, comments and concerns regarding county issues, officials and staff may be made here.)
- 8. Commissioner Discussion Items
- 9. Adjourn

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting, he will need a record of the proceedings and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

# BOARD OF COUNTY COMMISSIONERS MINUTE BOOK 23, PAGE

#### JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR SESSION April 15, 2010

The Board met this date in Regular Session. Present were Chairman Danny Monroe, Commissioners Hines Boyd, Stephen Fulford, Felix "Skeet" Joyner and Eugene Hall, County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

- Chairman Danny Monroe and Commissioner Gene Hall presented a proclamation honoring Dr. Martin Luther King, Jr. declaring April 15<sup>th</sup> as MLK Day. The proclamation was presented to Charles Parrish, President of the Jefferson County NAACP chapter.
- On motion by Commissioner Fulford, seconded by Commissioner Hall and unanimously carried, the consent agenda consisting of the minutes from the April 1st regular session was approved.
- Citizen George Cole informed the Board that there may be potential problems with households not receiving census forms.
- On motion by Commissioner Hall, seconded by Commissioner Fulford and unanimously carried, Resolution No. 10-041510-01, declaring April as Child Abuse Prevention Month, was approved.
- On motion by Commissioner Fulford, seconded by Commissioner Boyd and unanimously carried, Resolution No. 10-041510-02, supporting HB 843 (Rural Enterprise Zone Status) was approved.
- John Wayne Smith with Florida Association of Counties presented a legislative update to the Board.
- 7. The Assessment Refund issue was tabled until the next meeting.
- Citizen Deloyd Loveless was not present to address the Road Department Spending item listed on the agenda.
- Citizen Phil Calandra suggested to the Board that it begin tracking the status of action items for more efficient review.
- County Coordinator Roy Schleicher presented possible mission statement drafts to the Board.
- 11. On motion by Commissioner Boyd, seconded by Commissioner Hall and failed 1 to 4 (Boyd in favor), the decision to offer the Jefferson County School Board \$2000 per month with a \$50,000 payment up front for the lease of the "Λ" Building was not approved.
- 12. Commissioner Boyd made a motion to which Commissioner Hall seconded to offer the school board \$2000 per month with the first two years of the lease paid up front (\$48,000). On motion by Commissioner Fulford, seconded by Commissioner Joyner and unanimously carried, the above motion was amended with the County Commission owning the building after the 20 year lease period. As amended, the motion was unanimously approved.
- 13. Commissioner Boyd stated that the courthouse repairs project is more of a maintenance issue and that the county should hire personnel and supervise them to do the project. Commissioner Joyner stated that numbers could not be compared because no phases of the project have here. Wid out and that Riley Palmer was hired to supervise the project. On motion by Commissioner Boyd, seconded by Commissioner Hall and failed 1 to 4 (Boyd in favor), the motion to

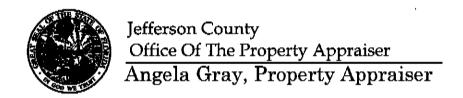
expend \$35,000 to repair cupola and bell tower using temporary workers supervised by John McHugh was not approved. On motion by Commissioner Joyner, seconded by Commissioner Fulford and carried 4 to 1 (Boyd opposed), the decision to allow Riley Palmer to develop the scope of work and evaluate bid packages for submittal to the Board was approved.

- 14. Commissioner Boyd explained that a road in his district, "Piney Woods", was misspelled in the 911 system as "Pinney Woods." He stated that several residents would like to see it corrected and that this had to be done through a resolution, which would be brought forward at the next Board meating.
- 15. Chairman Monroe presented his recommendation that the Ebeneezer and Old Lloyd Road NRCS projects should be awarded to Preble-Rish with the Lloyd Creek project awarded to Darabi and Associates. On motion by Commissioner Joyner, seconded by Commissioner Fulford and unanimously carried, Chairman Monroe's recommendations were approved.
- 16. Scott Sheffield with Preble-Rish presented the recommendations for the SCOP program: Highway 259 between Waukeenah and Wacissa and New Monticello Road. On motion by Commissioner Joyner, seconded by Commissioner Hall and unanimously carried, the recommendations were approved.

#### 17. PUBLIC HEARING: LAND EXCHANGE

- 18. Attorney Buck Bird explained that the public hearing is being held pursuant to Florida Statutes. The land exchange between the county and New River Holdings LLC was spelled out in the Letter of Intent previously approved by the Board. The exchange involved the trading of two small parcels of land at the head of the Wacissa River for four acres owned by the county known as the Mattie Hall lands.
- On motion by Commissioner Hall, seconded by Commissioner Joyner and unanimously carried, the land exchange was approved.
- 20. Commissioner Fulford expressed his desire to have all public hearings at 7:00 p.m., regardless of where they are listed on the agenda.
- 21. The warrant register was reviewed and bills ordered paid.
- 22. On motion by Commissioner Joyner, seconded by Commissioner Hall, and unanimously carried, the meeting was adjourned.

		Chairman
Attest: _		
	Clerk	



April 12, 2010

Danny Monroe, Chairman Board of County Commissioners 100 Courthouse Circle Monticello, Fl 32344

Re:

Refund Request for Landfill & Fire Non-Ad Valorem Special Assessments

Parcel ID#: 15-1S-3E-0000-0170-0000

Dear Chairman Monroe.

On behalf of the property owner and tax certificate holder of the above referenced parcel, a request for a refund is being made for assessments incorrectly assessed to the vacant parcel for the past 8 years (2001 through 2008).

The owner stated that multiple personal requests were made in prior years with the Property Appraiser's office to correct the double assessment that was being charged and did not receive any results. Therefore, the owner was not paying the tax bill since the total was disputed and the tax collector did not have the ability to receive partial payments.

The Property Appraiser's records of the incorrect assessments are as follows:

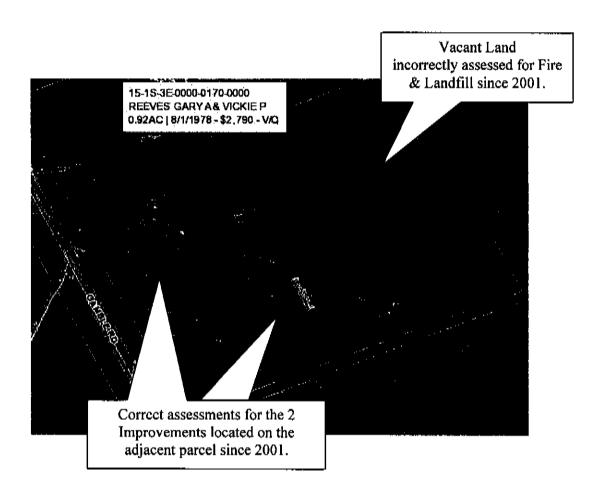
Year	Fire Assessment	Landfill Assessment
2008	\$ 202.32	\$ 449.76
2007	\$ 202.32	\$ 449.76
2006	\$ 183.92	\$ 400.68
2005	\$ 167.20	\$ 356.96
2004	\$ 76.00	\$ 159.00
2003	\$ 69.00	\$ 142.00
2002	\$ 60.00	\$ 118.00
2001	\$ 60.00	\$ 118.00
TOTALS	\$ 1,020.76	\$ 2,194.16

There is no provision in the County Fire Protection Services Ordinance No. 89-1 (February 1, 1989); Ordinance No. 89-4 (August 17, 1989); or Solid Waste Ordinance No. 89-3 (August 17, 1989) allowing or disallowing a refund for incorrect assessments. Please advise this office in writing via resolution or by amendment to the ordinance on the Commission's desired response and action regarding this matter.

Respectfully Submitted,

Angela Gray

Angela Gray Property Appraiser



Tobacco Free Sampling and Distribution Ordinance

Section 1000. Title.

This ordinance shall be known as the Tobacco Free Sampling and Distribution Ordinance.

Section 1001. Finding and Purpose.

The Board of County Commissioners of Jefferson County does hereby find that: tobacco use is responsible for the premature deaths of 434,000 Americans each year from lung cancer, heart disease, respiratory illness, and other diseases; and The U.S. Surgeon General has declared that nicotine is as addictive as cocaine or heroin, and children can become addicted to these products through the use of free tobacco samples and distribution; Accordingly, County Commission finds that prohibiting the distribution of free tobacco samples, distribution of free tobacco products or coupons is essential to protect the health and welfare of the public.

Section 1002. Definitions.

1. Public Place means any area to which the public is invited or in which the public is permitted, including, but not limited to, any right-of-way, mall or shopping center, park, playground, and any other property owned by the city, any school district, or any park district.

Section 1003. Tobacco Samples and Distribution Prohibited.

No persons shall knowingly distribute or furnish without charge, or cause to be furnished or distributed without charge, cigarettes or other tobacco products, or coupons for cigarettes or other tobacco products, in any public place or at any event open to the public.

Section 1004. Enforcement.

Violations of this ordinance are subject to a fine of \$1000 per day for each violation. The County Coordinator and County Attorney may enforce this ordinance, and the Jefferson County Sheriff Department shall also have the authority to issue citations for violations.

Section 1005. Severability.

If any provision, clause, sentence or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions are declared to be severable.

Section 1006, Effective Date.

This article shall be effective thirty (30) days from and after the date of its adoption.

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this st day of 2010, by and between the BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY, FLORIDA, hereinafter referred to as "JCBOCC." and ROBERT F. SPINDELL, D.O., hereinafter referred to as "DR. SPINDELL".

#### I. INTRODUCTION

The JCBOCC has established, as a function of COUNTY government, a system of emergency medical services (the "EMS system") operated and maintained under the direction of JCBOCC which provides for the delivery of emergency care as may be required by an emergency within or without the boundaries of Jefferson County, Florida. Pursuant to Florida Statue Chapter 401, each emergency medical service shall have a medical director appointed by the operator of the service to review, approve and monitor the activities of each Florida Licensed Emergency Medical Technician and Paramedic.

DR. SPINDELL represents that he is familiar with the design and operation of emergency medical services systems and is duly licensed by the state of Florida in the practice of medicine and qualified as a medical doctor to provide the JCBOCC with such services.

THEREFORE, in consideration of the above, the mutual promises hereinafter given, and for other good and valuable consideration, the parties agree as follows;

#### II. PURPOSE

JCBOCC desires to retain the professional services of DR. SPINDELL to perform those specified duties and responsibilities as Medical Director and to advise JCBOCC, through the EMS Director on matters relating to the operation of the COUNTY EMS system; and DR. SPINDELL agrees to provide such services in accordance with the terms and conditions of this Agreement.

#### III. CONTRACT TERM

- A. Initial Term. The initial term of this Agreement shall be for the period beginning October 1, 2010 and ending September 30, 2011 (hereinafter the "initial term").
- B. Renewal Term. The parties agree that this Agreement will automatically renew on October 1st of years subsequent to the initial term unless and until either party gives the other party written notice of intent to terminate prior to the annual renewal date. Both parties understand that pursuant to Florida Administrative Code 64E-2 and Florida Statue Chapter 401, a new signature page is required every 24 months.

#### IV. SCOPE OF SERVICES

During the term of this Agreement, it is the intent of the parties that DR. SPINDELL shall serve as the designated Medical Director. DR. SPINDELL agrees to perform those duties and responsibilities set forth in the attached Exhibit A, which is incorporated herein by reference. The JCBOCC understands and agrees that DR. SPINDELL may, out of necessity, engage the help of other physicians. This understanding does not relieve DR. SPINDELL of his obligations as the primary contractor under this agreement. DR. SPINDELL agrees to notify the EMS Director in writing two (2) weeks prior to delegating or requesting the services of other physicians for coverage in his absence. Dr. Spindell shall be responsible to the covering physician for any compensation.

#### V. COMPENSATION

- A. <u>Basic Compensation</u>. As compensation for the satisfactory performance of services rendered during the initial term (<u>basining Cotober</u> 2010) of this Agreement, JCBOCC agrees to pay DR. SPINDELL; **EVALUATE** THOUSAND AND 00/100 DOLLARS (\$12,000,00) annually. JCBOCC will not be responsible for compensating any other physicians who may occasionally perform some of the duties required under this Agreement at the direction of DR. SPINDELL.
- B. Renewal Compensation. As compensation for the satisfactory performance of services rendered during the renewal particle beginning Carbber 1.2013; at this appearant. It BOCC agrees to pay DR SPINDBIGU SIX FREN. DECESAND AND (0.800 BOELARS "\$15,000,000; annually. Any further increase in compensation after the renewal term (beginning Carbber 1, 2012) will be equal to the annual cost of living increase it any that is received by all County employees every year thereafter. It is understood that that cost of living raises are not automatically given outcoory year.
- C. Compensation upon Termination. Upon termination of this Agreement, for any reason, during either the initial or any renewal term, the compensation due and payable to DR. SPINDELL shall be prorated according to the number of calendar months for which services were performed.

#### VI. EXPENSES

- A. Expenses Payable by DR. SPINDELL. In the performance of services under this Agreement, DR. SPINDELL shall be responsible for and shall pay, without any obligation of the JCBOCC, for any and all of the following costs and expenses:
  - 1. Costs and expenses for any personnel employed or contracted for by DR. SPINDELL:
  - Costs and expenses for food, lodging, travel, living and other expenses for the performance of services rendered under this Agreement, unless otherwise agreed to in writing by both DR. SPINDELL and the JCBOCC, or Jefferson County EMS Director;
  - 3. Registration fees, taxes or other charges with respect to qualifying as a licensed medical practitioner:
  - 4. Equipment, supplies and material goods used by Dr. SPINDELL and belonging to DR. SPINDELL:
  - 5. Professional or organizational dues, costs or expenses, unless otherwise agreed to in writing by both DR. SPINDELL and the JCBOCC, or Jefferson County EMS Director:
  - Office space, furnishings, equipment and related operating costs;
  - Insurance, including but not limited to, benefits, medical costs and similar expenses;
  - 8. Workers compensation
  - 9. Any other cost or expense incurred by DR. SPINDELL and not expressly authorized and agreed to in writing for payment by the JCBOCC, or Jefferson County EMS Director.
- B. Expenses Payable by the JCBOCC. When services are performed under this Agreement, the JCBOCC shall and hereby agrees to pay and/or reimburse DR. SPINDELL for the following costs and expenses:

- Any costs and expenses for photocopying and distribution of reports, documents or other written items prepared by or for DR. SPINDELL relative to the duties and services required of DR. SPINDELL under this Agreement;
- Automobile travel expenses and mileage, at the rate established for mileage reimbursement under the JCBOCC travel policy, for travel to and from out of town conferences relative to DR. SPINDELL's performance under this Agreement and approved by the EMS Director in advance of the travel date. Routine in town travel expenses will not be reimbursed;
- 3. The costs and expenses for the furnishing and maintenance of equipment, belonging to the JCBOCC, authorized and provided by the EMS Director for use by DR. SPINDELL in the performance of his duties and services under this Agreement.
- 4. The costs and expenses associated with providing DR. SPINDELL access to secretarial assistance in the course of carrying out his performance under this Agreement, and as approved in advance by the JCBOCC;
- 5. Additional costs and expenses as may be requested by DR. SPINDELL and authorized and approved by the JCBOCC, or Jefferson County EMS Director.

#### VII. STATUS

The JCBOCC and DR. SPINDELL expressly agree that, in the performance of all duties and obligations arising under this Agreement, DR. SPINDELL shall be considered a JCBOCC employee. DR. SPINDELL agrees to abide by all JCBOCC Policies in regards to his employment with the JCBOCC. DR. SPINDELL also agrees to abide by JCBOCC Polices in regards to personnel oversight as per Florida Statue Chapter 401 and Chapter 64-E2 F.A.C.

#### VIII. INSURANCE AND INDEMNITY

- A. Insurance. DR. SPINDELL shall be covered in his performances and actions as Medical Director pursuant to this contract under the general liability policy for Jefferson County Board of County Commissioners for medical malpractice and general liability. DR. SPINDELL hereby agrees to maintain adequate insurance for all other obligations required under this Agreement, including but not limited to automobile coverage, and workers compensation.
- B. Indemnity. DR. SPINDELL agrees to defend, indemnify and hold harmless JCBOCC, the COUNTY agents, employees and assigns from any and all lawsuits, claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death or any other basis, arising solely out of DR. SPINDELL's or any of his agents, servants and/or employees' negligent or purposeful acts, and or failure to act in the performance of this Agreement, DR. SPINDELL shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, directly or indirectly arising from the negligent or wrongful act of JCBOCC, its officers, employees, agents and volunteers and/or failure to act in the performance of this Agreement.

#### IX. NON-ASSIGNMENT

The obligations under this Agreement shall not be assigned nor transferred by DR. SPINDELL, except as provided for in Article IV of this Agreement. The rights and benefits of this Agreement shall not apply to nor inure to the benefit of any other person or representative of DR. SPINDELL.

#### X. RECORDS: PROPERTY OF JCBOCC

- A. Records. DR. SPINDELL shall maintain full and accurate records of all matters covered by this Agreement, and the JCBOCC, or Jefferson County EMS Director, shall have free access during reasonable business hours to such records, documents and materials. At the termination or expiration of this Agreement for any reason, DR. SPINDELL shall deliver to the JCBOCC or Jefferson County EMS Director all such documents, records or materials then in DR. SPINDELL's possession.
- B. Property Rights. All property owned and provided by the JCBOCC to DR. SPINDELL in the performance of his duties shall remain the property of the JCBOCC, and DR. SPINDELL agrees to exercise due care in the use and safekeeping of such property. All documents, reports, work product, information and other records or files arising out of the performance of services under this Agreement shall remain the sole property of the JCBOCC, free of any claim or right of DR. SPINDELL, and all such property and records shall be returned to the possession of the JCBOCC as requested by the JCBOCC, or Jefferson County EMS Director.

#### XI. CONFIDENTIALITY

DR. SPINDELL agrees that he will not release any information provided to him or to which he may have access which is or may be confidential or proprietary information.

#### XII. AMENDMENT

This Agreement may be amended by supplemental writing mutually agreed to and signed by both parties.

#### XIII. COORDINATION OF SERVICES

DR. SPINDELL shall coordinate all duties, responsibilities and services to be provided by him under this Agreement with the Jefferson County EMS Director, or the Director's designee.

Whenever this Agreement requires, or it becomes necessary for, DR. SPINDELL to advise, provide or communicate information to, or seek approval of, the JCBOCC in matters relating to DR. SPINDELL's services hereunder, DR. SPINDELL shall direct all such communications and requests for approval to the Jefferson County EMS Director, or the Director's designee. Further, DR. SPINDELL shall meet with the Jefferson County EMS Director, or the Director's designee, on a monthly basis to coordinate any and all duties, responsibilities and services required of DR. SPINDELL under this Agreement.

#### XV. NON-DISCRIMINATION

#### DR. SPINDELL agrees that:

- 1. He shall observe the provisions of the Title VII of The Civil Rights Act of 1964 as revised and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry, age or sexual orientation:
- If he is found guilty of a violation of the Title VII of The Civil Rights Act of 1964 as revised by
  decision or order of the JCBOCC or The Equal Opportunity Employment Commission which has
  become final, he shall be deemed to have breached the present contract and it may be canceled,
  terminated or suspended, in whole or in part, by the JCBOCC.
- 3. DR. SPINDELL agrees, that he shall abide by the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local government agency in connection therewith.

#### XVI. NOTICES

Any notices, bills, invoices, reports, payments or correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States mail, postage prepaid to the following addresses, or other location as either party may from time to time designate:

JCBOCC:

Office of the Clerk Jefferson County Florida Courthouse Room 10 Monticello, Florida 32344 DR. SPINDELL: Robert Spindell, D.O. Rt. 3 Box 1185 Settlement Road Madison, Florida 32340

#### XVII. WAIVER OF BREACH

The waiver of any party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

#### XVIII. TERMINATION

- A. Mutual Agreement. This Agreement may be terminated at any time by written agreement of both DR. SPINDELL and the JCBOCC or the Jefferson County EMS Director.
- B. By the JCBOCC. This Agreement may be terminated at any time by the JCBOCC or the Jefferson County EMS Director upon giving thirty (30) days written notice to DR. SPINDELL.
- C. By DR. SPINDELL. This Agreement may be terminated at any time by DR. SPINDELL upon giving thirty (30) days written notice to the JCBOCC or the Jefferson County EMS Director.
- D. For Cause. Either party may terminate this Agreement for cause at any time immediately upon giving written notice to the other party.
- E. DR. SPINDELL'S salary shall be prorated if terminated.

#### XIX. CASH BASIS

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that the JCBOCC is obligated only to bi-weekly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the JCBOCC then current budget Year (i.e. October 1 to September 31) or from funds made available from any lawfully operated, revenue producing source. Should JCBOCC fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the JCBOCC of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. JCBOCC agrees to notify DR. SPINDELL of such termination, which shall not constitute a default under the Agreement, as least sixty (60) days prior to the end of the JCBOCC then current budget year. This paragraph shall not be construed so as to permit JCBOCC to terminate the Agreement in order to acquire any other functionally similar Service or to allocate funds directly or indirectly to perform essentially the same application for which the Service under the agreement is intended.

#### XX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any Suit arising from or in connection with this agreement shall be held in Jefferson County.

#### XXI. SEVERABILITY

All Agreements, covenants and clauses contained herein are severable. In the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreement, clause and covenant were not contained herein.

#### XXII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the JCBOCC and DR. SPINDELL with respect to the provision of services required of DR. SPINDELL by the JCBOCC under this Agreement, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) counterparts by their duly authorized representatives the day and year first above written.

ATTEST:	APPROVED AS TO FORM:		
Hon. Danity Monroe, III Jefferson County Commission	County Attorney Jefferson County, Florida		
ATTEST:	ATTEST:		
Robert F. Spindell, D.O. Medical Director	Kirk Reams, Clerk of the Court Jefferson County Florida		

COUNTY SEAL
JEFFERSON COUTNY FLORIDA

#### EXHIBIT A

#### SCOPE OF SERVICES

To optimize the medical direction of the Emergency Medical Services System of Jefferson County Florida ("EMS"), DR. SPINDELL, functioning as Medical Director, shall:

- 1. Serve as patient advocate in the EMS system.
- 2. Serve as an advocate for pre-hospital providers within the EMS system and medical community at large.
- 3. Through active involvement with the Florida Bureau of EMS, Florida Committee on Trauma, and other EMS agencies, establish, continuously review and maintain:
  - a. Protocols and/or standing orders under which JCBOCC / EMS operates
  - b. The criteria for initial emergency response
  - c. The criteria for determining patient destination
  - d. The criteria, protocols and procedures under which non-transport of patients may occur
  - e. The criteria for on-scene physician involvement
  - f. The criteria for concurrent medical direction
- 4. Ensure the appropriate initial qualifications of EMS personnel involved in patient care within JCBOCC/EMS.
- 5. Ensure the qualifications of EMS personnel involved in patient care are maintained on an ongoing basis through education, testing, and credentialing.
- 6. Recommend certification, recertification, and decertification of EMS personnel to the appropriate certifying agency within the confines of Florida statutes and F.A.C.
- 7. Develop, implement, and maintain an effective quality management program:
  - a. for continuous system and patient care improvement,
  - b. To ensure compliance with patient care standards
  - c. To recommend future education and training needs
- 8. Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, pre-hospital providers, and nurses.
- Interact with regional, state and local EMS authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized.
- 10. Aid in coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response.
- 11. Aid JCBOCC / EMS in promulgating public education and information on the prevention of emergencies.
- 12. Maintain knowledge levels appropriate for an EMS medical director through continued education.
- 13. Abide by all requirements of Florida Statue Chapter 401 and Chapter 64E-2 pertaining to Emergency Medical Service Medical Director.



April 29, 2010

Via E- Mail @ rschleicher1@aol.com and US Mail

Mr. Roy Schleicher County Coordinator Jefferson County 450 W. Walnut Street Monticello, FL 32344

RE:

Jefferson County Horse Arena

PRI Project No. 751.006

Dear Mr. Schleicher:

Preble-Rish, Inc. (PRI) is pleased to submit this proposal for professional services.

Please find enclosed Exhibit A, Task Order 2010-05 and Exhibit B, Quote from contractor. Exhibit A contains our proposed scope and fee for professional services needed to complete the County's Horse Arena so that it may be opened to the public for use. Exhibit B contains a quote for construction services from a contractor to perform work necessary at the Horse Arena site.

Pursuant to previous discussions, the County began construction on the Horse Arena facility a couple years ago, and has not had the time or resources to complete the project. The County desires assistance with reviewing current conditions vs. design requirements, providing direction to a site contractor to complete the necessary work, coordinating as-built drawings necessary for the pond, and certifying the pond through Northwest Florida Water Management District to close out the current permit.

Contractor will contract directly with the County.

If this task order is acceptable to the Jefferson County Board of Commissioners, please have the chairman execute and return to our Panama City Office.

We thank you for the opportunity to serve Jefferson County. If you have any questions, please do not hesitate to contact me at either 850-274-9866, or brittainj@preble\_rish.com.

Sincerely,

PREBLE-RISH, INC.

Jeff Brittain, PE

Sr. Project Manager

JB/bms

Encl: Exhibit A -- Scope and Fee (2 copies)

Exhibit B - Quote from contractor for construction services.

Cc: Ralph Rish, President, PRI, (with attachments via rishr@preble-rish.com)

Chris Forehand, P.E., vice President, C.O.O., PRI (with attachments via forehanc@preble-rish.com)

Missy Ramsey, Controller, PRI, (with attachments via <a href="mailto:ramseyr@preble-rish.com">ramseyr@preble-rish.com</a>)
Scott Sheffield, PE, PRI, (with attachments via <a href="mailto:sheffields@preble-rish.com">sheffields@preble-rish.com</a>)

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#### **EXHIBIT A**

# JEFFERSON COUNTY, FLORIDA JEFFERSON COUNTY HORSE ARENA CONSTRUCTION ADMINISTRATION SERVICES PREBLE-RISH, INC. PROJECT NO. 751.006

#### **TASK ORDER NO. 2010-05**

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide consulting engineering services for the existing Horse Arena for Jefferson County (County) acting by and through its Commission.

#### Project Understanding

The County owns a tract of land that currently houses a horse arena facility with associated horse trails, stormwater management facility, driveway and parking areas. The facilities are not 100% complete, and the County desires assistance to compete construction activities so that the Horse Arena may be utilized by the County's residents.

Tasks required by the County include:

- Review of current conditions versus the engineered construction drawings.
- Coordination with a contractor to construct necessary improvements.
- Coordinate with a professional surveyor to provide as-built drawings necessary for the certification of the project.
- Certification of the stormwater facilities to the Northwest Florida Water Management District (NWFWMD).

Contractor will contract directly through the County. It is our understanding the contractor will be retained utilizing emergency procurement procedures due to the current conditions at the site.

Construction Activities are expected to last up to five weeks.

#### **DESCRIPTION OF ENGINEERING SERVICES**

#### **SCOPE OF SERVICES**

#### 1.0. Review of Current Conditions

Under this task, PRI will:

- 1. Coordinate with local surveyor to provide a topographic survey of the horse arena.
- 2. Review topo survey versus the permitted construction drawings.
- 3. Perform site visit to review onsite conditions versus provided topo survey.
- 4. Review NWFWMD Permit and conditions.
- 5. Provide a memorandum outlining our proposed plan for construction activities.
- Meet with County to discuss findings of PRI's review of current conditions and proposed construction activities.

#### 2.0. Coordination with Contractor

Under this task, PRI will:

- Assist County in selection of a contractor to perform work. As referenced in the project understanding section of this Task Order, PRI understands the County will utilize emergency procurement procedures to select a contractor for these improvements.
- 2. Coordinate and lead a pre-construction meeting.
- 3. PRI will provide field direction to contractor during construction of improvements.

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#### 3.0. Construction Administration

Under this task, PRI will:

- 1. Review pay application from contractor.
- 2. Provide bi-weekly construction updates via email based on periodic engineer field observations.
- 3. Contract with a local surveyor to provide as-builts of proposed improvements.
- 4. Perform a site visit to confirm as-built drawings.
- 5. Prepare and submit a certification package to NWFWMD.
- 6. Attend a close-out meeting with the County to discuss maintenance requirements of stormwater management facilities.

#### 4.0. Deliverables:

The following items will be provided to the County under this task order:

- 1. Memorandum outlining current status of site versus the design documents.
- 2. As-Built drawings of proposed improvements.
- 3. Certification package for NWFWMD.

#### 5.0. Exclusions:

- 1. Construction drawing preparation.
- 2. Drainage calculations.
- 3. Resident Inspection services.
- 4. Any other services not specifically listed above.

#### 6.0. <u>Fees:</u>

Preble-Rish proposes to perform the above tasks for the lump sum fee listed below:

1.0	PRI project effort		\$ 7,490.00	
2.0	Survey current conditions		\$ 835.00	
3.0	As-Built of improvements		\$ 1,500.00	
		Total	\$ 9.825.00	

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

#### PREBLE-RISH, INC.

Address for Correspondence:

203 Aberdeen Parkway Panama City, FL 32405

Ву:	766 B-H-	
Name and Title: Jeff Brittain, P.E., Sr. Project Manager		
Witnessed:		
Date:	April 28, 2010	
JEFFERSON COL	UNTY, FLORIDA	
Board of County C	Commissioners	
450 W. Wa Monticello	•• • • • • •	
Ву:	A A A A A A A A A A A A A A A A A A A	
Name and Title:	Mr. Danny Monroe, Jefferson County BoCC Chairman	
Witnessed:		
Date:		

### EXHIBIT B

Price Proposal for: Jefferson County Livestock and Horse Arena Proposal of: C. W. Roberts Contracting, Inc.

ITEM NO.	DESCRIPTION	<u> XIQ</u>	<u>UNIT</u>	UNIT PRICE		<u>TOTAL</u>
Entrance Road 1 2 3 A	Mobilization Grading Grade & Shape Existing Base 1128 SY Type S Asphalt 165 LBS/SY 480ff x 20ff 1075 SY	1.00 1.00 1,129.00 90.00	LS LS TON TON	\$ 1,000.00 \$ 3,500.00 \$ 2.00 \$ 100.00	\$ \$ \$ \$	1,000.00 3,500.00 2,258.00 9,000.00
•				Total Quotation	\$	15,755.00
ITEM NO.	DESCRIPTION	ΩΙΥ	<u>unit</u>	UNIT PRICE		TOTAL.
Regrading of site	zwalez/ditches/rotaining pond				_	
1	Mobilization	1.00	LS	\$ 1,000.00	\$	1,000.00
2	Grading	5,00	DAY	\$ 2,500.00	ş	12,500.00
3	Sodding	3,750.00	6Y	\$ 2.00	\$	7,500.00
4	Seed and Mulch	9,680.00	\$Y	\$ 0.30	\$_	2,904.00
••	was a series of the series of	•		Total Quotation	3.	22,804.00
	Notations 1) Preble Righ to supply layout 2) Jefferson County to supply necessary fill material				\$	38,662.60

PRI PROJECT # 751.006



April 22, 2010

Via Email at rechleicher @aol.com and U.S. Mall

Port St. Joe

324 Marina Drive Port St. Joe, FL 32456

> P 850,227,7200 F 850,227,7215

> > Panama City

203 Aberdeen Parkway Panama City, Ft. 32405

> P 850.522.0644 F 850.522.1011

Santa Rosa Beach

877 CR 393 North Santa Rosa Beach, FL 32459

> P 850.267.0759 1 866.557.0076

> > Bristol

10490 NW Main Street Bristol, FL 32321

> P 850.643.2771 F 850.643.2910

> > Quincy

20 East Washington Street Quincy, FL 32351

P 850.875,4751

Blountstown

20684 Central Avenue East Blountstown, FL 32424

> P 850.674.3300 I 850.674.3330

> > Crawfordville

36 Jasper Thomas Road Crawfordville, FL 32327

P 850.274.9866

Mr. Roy Schleicher County Coordinator Jefferson County Board of County Commissioners 450 W. Walnut Street

Re: Proposed New Fire Station/EMS Facility Preble-Rish, Inc. Project No. 751.013

Dear Mr. Schleicher:

Monticello, FL 32344

Preble-Rish, Inc. (PRI) is pleased to provide this proposal for professional services.

It is our understanding that the County plans to construct a new Fire Station and EMS Facility on County owned land, which is located on U.S. Hwy 19. See attached Exhibit A for an aerial of the site. The proposed building must house three (3) fire trucks and four (4) ambulances. Additionally, a conference room capable of accommodating 25 personnel and living quarters for 12 is required.

Attached is a detailed task order (Exhibit B) which details our scope of services. PRI proposes a lump sum fee of \$59,650,00 for our services.

If this proposal is acceptable to the County, please have the Chairman sign the task order and return one original to our firm.

If you have any questions or comments, please give me a call at 850-819-7517. As always, we look forward to working with you and thank you for the opportunity to be of service to the County.

Sincerely,

PREBLE-RISH, INC.

Scott Sheffield, P.E. Senior Project Manager

SS/smg

cc:

Attachments: Exhibits A and B

Mr. Ralph Rish, President, PRI (via rishr@preble-rish.com)

Mr. Chris Forehand, P.E., Vice President, COO, PRI (via forehanc@preble-rish.com)

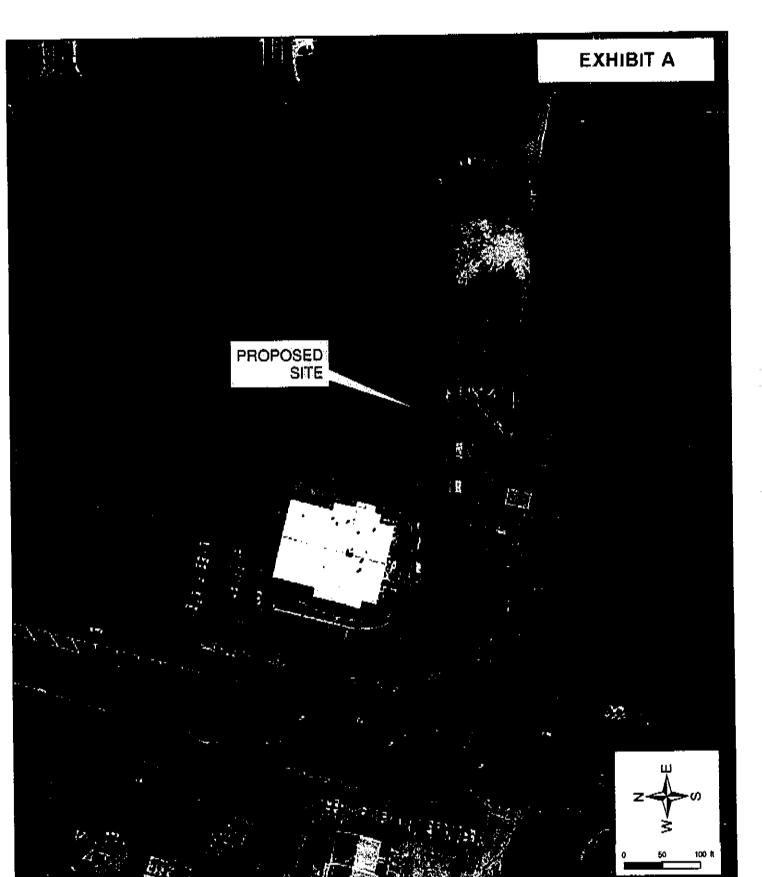
Mr. Bill Kennedy, Vice President, PRI (via kennedyb@preble-rish.com)

Mr. Jeffrey Brittain, P.E., Senior Project Manager, PRI (via brittainj@preble-rish.com)

Mrs. Missy Ramsey, CPA, Controller, PRI (via ramseym@preble-rish.com)

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CONSULTING ENGINEERS & SURVEYORS
CIVIL • SURVEYING • SITE PLANNING SURVEYING

207 ABERDSEN PKWY
PAULAMA CITY, FL 324005
(A50) 322-0644

3165 200210 144Y 30A
SUITE 10A
SANTA ROSA BEACH FL 32450
(H50) 21-14027

20684 ČENÝPAL AVS SAST SASTE † 81, OUNTSTOWN, FL J2424 (859) A74-1900

PROPOSED LOCATION FOR NEW JEFFERSON COUNTY FIRE STATION AND EMS FACILITY

CW MOJEOT NO

751.013

JEFFERSON COUNTY, FLORIDA



#### EXHIBIT B

# JEFFERSON COUNTY PROPOSED NEW FIRE STATION/EMS FACILITY PREBLE-RISH, INC. PROJECT NO. 751.013

#### **TASK ORDER 013-2010**

This task order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the proposed new Fire Station/EMS Facility for Jefferson County acting by and through its Board of County Commissioners.

#### DESCRIPTION OF ENGINEER'S SERVCES

#### **SCOPE OF SERVICES**

#### A. Preliminary Design Services

PRI will meet with County staff and Emergency Personel in an effort to determine the needs of the proposed facility. PRI will prepare a preliminary site plan and layout for the Fire Station/ EMS structure and site components.

#### B. Surveying Services

PRI will subcontract additional survey needs to Delta Surveying. A boundary survey has been completed and provided. The survey needed will include topographic information as well as features outside the property limits that may be affected by this project. The additional surveying will include utilities in the RAW for connection.

#### C. Meetings

PRI will attend progress meetings with staff during the course of design to review project status and review plans.

#### D. Grant Assistance

PRI will seek available funding sources to assist the County in seeking grant funds for construction. PRI will not charge for these services and this work has previously begun. It is or intention to apply for United States Department of Agriculture (USDA) grant and loan funds.

#### E. Design Package

PRI shall provide a complete design package to include civil/site plans and architectural plans for the building. The civil package will include stormwater, parking, utilities, landscaping, and grading/drainage plans. The building package will include architectural, mechanical, plumbing, structural, and electrical plans.

#### F. <u>Permitting</u>

PRI will obtain a stormwater permit through the Northwest Florida Water Management District. PRI will also submit the plans to the County Planning Department to ensure all land development regulations are met. The contractor will be required to obtain all building permits from the local building department.

#### G. Bidding/Construction Administration/Inspection

PRI will provide a scope and fee for these services at a later date.

#### H. Professional Services Fees

1	Preliminary Design Services	\$	2,000.00
2	Surveying (Delta)	\$	2,500.00
3.	Meetings	\$	2,250.00
4.	Grant Assistance (No Charge	) \$	0.00
5.	Civil Design	\$	19,000.00
6.	Architectural Design	\$	23,000.00
Ť.	Permitting	\$	7,500.00
8	Geotechnical Services (Magnum Engineering)	\$	3,400.00
•	Geotechnical Services (Magnum Engineering)	\$	59,650.00

Note: Permitting review fees to State agencies are not included and are the responsibility of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.
203 Aberdeen Parkway
Panama City, Florida 32405
ву:
Name and Title: Chris Forehand, P.E., VP. COO
Witnessed:
Date: 4-22(10
JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
450 W, Walnut Street
Monticello, FL 32344
Ву:
Name and Title: Chairman, Danny Monroe
Witnessed:
Data

S:\751.013 Fire Station\correspondence\Schleicher 04 21 10-Exhibit B Task Order.doc

#### Insurance Trust Fourth Amendment Itemization February 17, 2010

- All pertinent references to "Liability Coverage" throughout the Trust Agreement have been stricken and/or changed to merely "Coverage". This reflects the broadening of the Trust's authority to expand its writing from liability only to all lines of property/casualty coverage.
- All references to "government liability pools" throughout the Trust Agreement have been changed to "government risk sharing pools. This reflects the broadening of the Trust's authority to expand its writing from liability only, to all lines of property/casualty coverage.
- Definitional item "Act" has been broadened to include Art. VII, Section 1, Fla. Const.; Section 768.28(16), Florida Statutes; Section 111.072, Florida Statutes; Section 624.4622, Florida Statutes. These additional statutory references update references contained within the original Trust Agreement and now include references to provisions authorizing the writing of all lines of property/casualty coverage.
- Definitional item "Commission" and all subsequent references thereto have been deleted from the Trust Agreement as the Florida Liability Insurance Commission referenced in the original 1989 Trust Agreement no longer exists.
- Definitional item "County Association" has been deleted as the only reference
  within the Trust Agreement to this Association (FAC) was to set the date of the
  FACT Annual Members and Membership Meeting in Sec. 3.11 to the same date
  and place as the FAC Legislative Conference. Sec. 3.11 has been modified as set
  forth below.
- Definitional item "Coverage Period" has been modified so that a Coverage Agreement is no longer required to end on the last day of FACT's Fiscal Year.
- Definitional item "Normal Premium" has been added. This new defined term aligns the FACT Trust Agreement with language contained in Section 624.4622, Florida Statutes wherein authority is granted to FACT to write all lines of property/casualty coverage.

- Definitional item "Trustee" has been changed to "Trustee(s)" to include member representatives individually as well as collectively.
- Sec. 2.06 Risk Management Program has been modified in that the '5% of premium' cap on risk management funding has been removed.
- Sec. 3.05 Provision of Coverage has been edited to provide clarification on 1)
   Coverage Agreements are not now required to expire on the last day of FACT's Fiscal Year; 2) the procedure Members must follow to non-renew a Coverage Agreement; and 3) the procedure that the Trust must follow in notifying Members of their estimated Premiums for the next ensuing Coverage Agreement renewal.
- Sec. 3.06 Extraordinary Loss Reserve Contributions, B(1) has been edited to clarify that the Florida Liability Insurance Commission no longer exists.
- Sec. 3.11 Annual Members Meeting. Annual Membership Meeting. This
  provision has been modified and no longer requires these meetings to be held at
  and during the FAC Legislative Conference.
- Sec. 3.12 Termination of Liability coverage has been edited to reflect that a Coverage Agreement is not required to end on the last day of FACT's Fiscal Year.
- Sec. 4.01 Number and Qualifications of Trustees has been modified as follows:
  - (a) the minimum number of Trustees has been reduced from 9 to 7;
  - (b) Trustees must be an elected official of Member County;
  - (c) a member County is entitled to no more than 1 Trustee on the Board at any given time;
  - (d) the minimum number of Board Trustees has been reduced from 7 to 5 in conjunction with (a) above;
  - (e) language authorizing the Board to appoint Optional Trustees has been deleted and moved to Sec. 4.04.
- Sec. 4.03 Appointment and Terms of Board Trustees has been modified to reflect that all Members are eligible to vote at the Annual members Meeting unless said Member has had its right to purchase coverage from the Trust terminated pursuant to Sec. 3.12 of the Trust Agreement.

- Sec. 4.04 Optional Trustees has been modified to:
  - (a) increase the maximum number of such additional Trustee positions to 4;
  - (b) provides that a majority vote of the Board is necessary to authorize such positions;
  - (c) deletes prior provisions outlining the manner of appointment or election of Optional Trustees and replaces it with provisions authorizing the Board to appoint such Trustees;
  - (d) clarifies that the maximum number of all Trustees is 11;
  - (e) delineates the purpose and function of Optional Trustees;
  - (f) provides that Optional Trustees may be elected or otherwise qualified officials, or an employee of a Member County.

# RESOLUTION # 10-050610 - 01

WHEREAS, Jefferson County is a member of the Florida Association of Counties Trust (hereinafter the Insurance Trust);

WHEREAS, the Board of Trustees of the Insurance Trust (hereinafter the Board) has approved a Fourth Amendment to the Agreement and Declaration of Trust (hereinafter the Fourth Amendment), a copy of which is attached to this Resolution and incorporated herein by reference;

WHEREAS, the Insurance Trust is currently limited to providing only general liability and automobile liability coverage to Member Counties;

WHEREAS, the Fourth Amendment expands the capabilities of the Insurance Trust to provide additional lines of coverage for Member Counties, including but not limited to property coverage, workers compensation coverage, and automobile physical damage coverage;

WHEREAS, the Fourth Amendment therefore provides more choice of coverages to Member Counties and the opportunity to satisfy all of their coverage needs through the Insurance Trust;

WHEREAS, the Fourth Amendment provides for various other modifications of the Insurance Trust in support of and adjunct to the provision of additional lines of coverage for Member Counties, a copy of which is attached to this Resolution and incorporated herein by reference, hereinafter "Insurance Trust Fourth Amendment Itemization";

WHEREAS, the Agreement and Declaration of Trust dated March 1, 1989, creating the Insurance Trust requires the written consent of a percentage of the Members for the changes incorporated into the Fourth Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA that the Fourth Amendment is hereby approved and that this Resolution shall document the written consent of Jefferson County, as a Member of the Insurance Trust, to the Fourth Amendment.

DATED this	day of	, 2010.
		JEFFERSON COUNTY
		Chairman, Board of County Commissioners
ATTEST:		
Clerk		

## **Board of County Commissioners** Jefferson County, Florida

#### Room 10, County Courthouse, Monticello, Florida 32344

#### The Keystone County - Established 1827

Stephen G. F District 1	ulford Gene C. Hall District 2	Hines F. Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5, Chair		
DATE:	For May 6, 2010 C	ommission Meeting				
то;	County Commissioners					
CC:		Mr. Kirk Reams, Clerk of Court Mr. Buck Bird, County Attorney				
FROM:	Roy Schleicher					
RE:	Department Direc	tor's Activities for 20	010-2011			

#### Commissioners -

The nine (9) Department Directors and Assistant Coordinator have numerous tasks to accomplish on a daily basis. And, they continue to do a great job! Additional work is being delegated to all departments. This additional work is provided for your information.

The normal work load will continue and the new or expanded tasks will add additional responsibilities.

- 1) The FY 2010 2011 Budget Preparation. Until Mr. Flynt can resolve a few lingering issues from the previous budget year and the new revenue figures are available, the Department Directors are limited in the planning that can be done for the next fiscal year. We are currently looking for major issues that can be addressed before the new fiscal year information is available.
- 2) Training and Record Keeping. New and expanded training and record keeping for our vehicles and employee drivers must be put in place. Our insurance company is placing special emphasis on our vehicle maintenance and record keeping and driver licensing and training.
- Employee Safety Training. Regular safety training for all of our employees must be scheduled. The training will include general safety and training specific to the employee's job. Providing safety equipment and the proper use of the equipment will be part of the training.
- 4) Record keeping. To meet the Open Records laws we must institute a record keeping system that meets the standards developed for local government. This includes the means and methods that record, archive and allows immediate access to all of our public records. Also needed is a process that removes records from our archives and properly disposes of them.
- 5) Building Safety. We have recently conducted safety inspections for all county facilities. Mr. McHugh, Mr. Bullard and Chief Matthews visited each facility and did a safety check with the results reported back to the responsible facility manager. Items found deficient were to be fixed immediately as appropriate or if financially significant in nature are to be budgeted for in the FY 2010 - 2011.

The nine (9) Departments, Department Directors & Assistant Coordinator are -Oliver Bradley - Veterans Affairs

Kitty Brooks - Librarian

Wallace Bullock - Building Department David Harvey - Road Department

Michael Holm - Parks & Recreation

John Lilly - Extension Office Mark Matthews - Fire/EMS

Bill Tellefsen - Planning Department Beth Thorne - Solid Waste Department John McHugh - Assistant County Coordinator

Kirk Reams	Roy Schleicher
Clerk of Courts 850/342-0218	County Coordinator 850/342-0287