



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"
Bishop**

District 1, Vice-Chair

John Nelson, Sr.

District 2

Hines F. Boyd

District 3

Betsy Barfield

District 4, Chair

Stephen Walker

District 5

**Regular Session Agenda
October 7, 2014 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**
- 3. Consent Agenda**
 - a) Approval of Agenda**
 - b) Minutes of September 16, 2014 Regular Session**
 - c) TDC Appointment**
 - d) Tall Timber Support Letter**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
 - a) 2015 Legislative Priorities – Dick Bailar**
 - b) VAB Appointments – Kirk Reams**
 - c) Wacissa Volunteer Fire Dept. Lease Agreement – Attorney Bird**
- 6. County Coordinator**
 - a) Medical Director Agreement for Services – Parrish Barwick/Chief Matthews**
- 7. Commissioner Discussion Items**
- 8. 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, if notice of 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 or hearing, 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.

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney
Page 1 of 28

ITEM 3: CONSENT AGENDA ITEMS

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
September 16, 2014

The Board met this date in regular session. Present were Chairperson Betsy Barfield, Commissioners Benjamin “Benny” Bishop, Hines Boyd, John Nelson and Stephen Walker. Also present were County Coordinator Parrish Barwick, County Attorney Buck Bird and Clerk of Court Kirk Reams.

ITEM 1: Call to Order, Invocation, Pledge of Allegiance

1. Jim Weldon gave the invocation and led the Pledge of Allegiance.

ITEM 2: Public Announcements, Presentations & Awards

2. Chris Reitow with the Appalachian Regional Planning Council introduced himself to the board and highlighted programs and services provided by the ARPC.
3. Hope Childree with Independent Green Technologies introduced herself to the Board and discussed different projects across the state pertaining to solar energy, energy efficiency and conservation and stated that all of these were covered by the recently passed PACE program. She expressed her desire to work with the County in the future.

ITEM 3: Consent Agenda

4. **On motion by Commissioner Walker, seconded by Commissioner Nelson and unanimously carried, the consent agenda—consisting of the approval of the agenda and the minutes of the September 2nd, 2014 Regular Session—was approved.**

ITEM 4: Citizens Request & Input on Non-Agenda Items

5. Citizen Paul Henry stated he read about a business incubator coming to Monticello and inquired if any tax money was involved, to which Chairperson Betsy Barfield and Clerk of Court Kirk Reams responded not to their knowledge.

ITEM 5a: Mosquito Control State Budget Paperwork

6. Mosquito Control Director Mark Positano introduced this item and stated the state provided slightly more than last year. **On motion by Commissioner Nelson, seconded by Commissioner Walker and unanimously carried, the Board approved the mosquito control state budget paperwork.**

ITEM 5b: JCI Resolution

7. Chairperson Barfield introduced this item and stated it was already approved but was on the agenda for informational purposes.

ITEM 5c: Opera House Proclamation

Chairperson Barfield introduced this item and stated it was already approved but was on the agenda for informational purposes.

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____**ITEM 5d: Lloyd Historic District/Land Development Code**

8. Chairperson Barfield introduced this item and stated her desire to hold a workshop to discuss questions about the Lloyd Historic District as well as the Lloyd interchange. Planning Attorney Scott Shirley stated it might in the county's best interest to remove all industrial activity from the Lloyd Interchange and that he was open to a workshop if it could be held prior to the public hearings of the Land Development Code scheduled for October 21st and November 18th respectively. Citizen Santa Hokensen inquired if county planners would be at the workshop, to which Attorney Shirley responded in the affirmative. Citizen Jay Adams requested that enough time be given to notice all of Lloyd area. A joint workshop for the Board and Planning Board was scheduled for September 30th at 6:15 pm (after the budget hearing at 6 pm).

ITEM 6: County Coordinator: Road Construction Update

9. County Coordinator Parrish Barwick provided an update on roads completed, in progress and scheduled to be worked on. He stated that they originally planned to pave 41 miles of roads, but have already paved 49.5 miles. Mr. Barwick stated that that they would need approximately \$833,500 to complete upcoming projects and that they had approximately \$747,000 (approximately \$589,000 from road bond and \$158,000 from road improvement line item). This left a shortfall of \$87,000 for remaining projects. Commissioner Boyd commented that Springfield and Government Farms Roads were budgeted for asphalt and that the county could save roughly \$70,000 if they opted for chip seal instead of asphalt. He also noted that North Noble Subdivision was in dire need of improvements and was not on the list, with Montivilla Subdivision not far behind. He encouraged the Board to spend the money as efficiently as possible. Commissioner Bishop commented that the County set out to pave 40 miles of roads and had already paved 50 miles and he believed the County was being extremely efficient. Clerk of Court Kirk Reams expressed displeasure at delaying work on roads already approved by adding new roads. County Coordinator Barwick stated he was eager to finish the road improvement project started in 2012 and develop a new project with new roads. Commissioner Nelson expressed support for completing what is on the road list. Commissioner Boyd again noted that more could be done if chip seal were used, to which Commissioner Bishop stated that the roads in question needed asphalt due to heavy traffic. Citizen Dan Hamedani commented the h likes the chip seal after it has healed and that it contained granite. **On motion by Commissioner Walker, seconded by Commissioner Nelson and unanimously carried, the Board amended the road project list to include the following roads and authorized using \$100,000 from the next year's budgeted line item for road improvements: Goldburg, Rocky Branch, Spring Hollow, Sparks, Whippoorwill and North Noble (including Texas Hill).**
10. Citizen Michael Lamar requested assistance in improving Lamar Road. Commissioner Bishop responded that it was a private road. Citizen Martha Lamar Odom stated she did not want the road paved but rather the holes filled. Commissioner Bishop explained that if the residents on that road paid for the material, the Road Department would do the work.

ITEM 7: Commissioner Discussion Items

11. County Coordinator Barwick presented an ARPC proposal to the Board for Hazardous Materials Disposal. He stated it is the same document that has been in place for years and just needed Board approval to be renewed. **On motion by Commissioner Nelson, seconded by Commissioner Bishop and unanimously carried, the Board approved the proposal.**

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

12. County Coordinator Parrish Barwick discussed renewing lease for the Wacissa Volunteer Fire Department. Chairperson Barfield expressed her desire for a longer lease. County Attorney Buck Bird suggested a 30 year lease and stated he would send the paperwork to the School Board.
13. Commissioner Nelson stated he had been in contact with the family of Dennis Gallon. Mr. Gallon is turning 90 and had served in World War II. He stated he would be bringing a proposed proclamation to a future meeting.
14. Commissioner Walker inquired about the speed bump issue, to which County Coordinator Parrish Barwick stated that the cost of speed humps would start at \$2000 and did not include striping or signage (both of which he highly recommended for liability purposes). He stated he would need Board direction on when/where to place the humps and also how the County was going to fund this request. Citizen Paul Henry stated that before doing anything with traffic control, the Board needed to make sure there was a problem and suggested surveying traffic speeds. Mr. Henry volunteered to assist if the Board so desired. Commissioner Walker asked what would be needed for Mr. Henry to survey this area, to which Mr. Henry responded speed measurement equipment.
15. Commissioner Bishop stated that FWC had contacted him to let him know they were beginning work on the boat ramp at Sneed Smokehouse.
16. Chairperson Barfield stated that she would be meeting with Harry Reed in the near future and was almost ready to submit the transportation plan to the CRTPA but needed it to be in priority order.

ITEM 9: Adjournment

17. The warrant register was reviewed and bills ordered paid.
18. **On motion by Commissioner Bishop, seconded by Commissioner Walker and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman

Memorandum

To: Kirk Reams
CC: BOCC
From: Nancy Wideman, Jefferson County TDC
Date: 9/18/0214
Re: Replacement of TDC member

The following replacement on the Tourist Development Council needs the approval of the Board of County Commissioners.

Katrina Richardson will replace Melanie Mays due to Ms. Richardson assuming the Executive Directorship of the Chamber of Commerce.

October 2, 2014

Robert Bendus, director
Division of Historical Resources
Bureau of Historical Resources
Grants and Educational Section
500 South Bronough Street
Tallahassee, Florida 32399-0250

Dear Mr. Bendus:

On behalf of the Board of County Commissioners, please consider this our letter of support for the grant application submitted by Tall Timbers Research and Land Conservancy. Dixie Plantation is a community treasure and we are pleased that Tall Timbers has acquired the property with the intention of conserving the land and preserving the mansion. Once restored, the mansion will serve as a unique venue for conferences, meetings and other cultural events for our region and will enhance our efforts to promote our historic community.

Tall Timbers has an excellent track record of land management, conservation, education and historic preservation. We are confident in their ability to restore the Dixie Plantation mansion and we hope you will help by awarding the requested Special Category Grant funding.

Very truly yours,

Betsy Barfield
Commission Chair

ITEM 5(a): 2015 LEGISLATIVE PRIORITIES

BOARD OF COUNTY COMMISSIONERS
Jefferson County 2014 Legislative Priorities

The BOCC directs the Jefferson County Legislative Committee to pursue the following priorities during the 2014 Florida Legislative Session: The committee needs the BOCC priorities for the 2015 Session

- | | 2014 Session Results |
|---|----------------------|
| • Secure full funding for Fiscally Constrained Counties | Successful |
| • Secure PILOT for tax revenue lost from Amendment 1 | Successful |
| • Secure PILOT for tax revenue lost from Amendment 4 | Successful |
| • Restore full funding of Small County Solid Waste Grant level | funded at 2013 |
| • Seek re-funding of SHIP Affordable Housing Grant | successful |
| • Seek funding of the FDOT Road Programs (SCRAP/SCOP/CIGP) | funded |
| • Seek funding for an Agricultural Center | No action taken |
| • Seek full funding for Library | successful |
| • Funding for Parks – FRDAP application | No County |
| • Seek funding (\$200,000) for Small County Courthouse Facilities for Old Monticello High School to establish secondary court room and meeting facility | |

Funding approved by Session, vetoed by

Governor

- | | |
|---|------------|
| <ul style="list-style-type: none"> • Seek full funding for Historic Preservation Grants (Lamont Schoolhouse, Old Monticello High School, & Old Jefferson County/Monticello Jail) | successful |
|---|------------|

**ITEM 5(c): WACISSA VFD LEASE
AGREEMENT**

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of October, 2014, by and between the School Board of Jefferson County, Florida, hereinafter called “Lessor/or School Board and Jefferson County Board of County Commissioners, hereinafter called “Lessee”; address being 1 Courthouse Circle, Monticello, Florida 32344.

WITNESSETH that for and in consideration of the covenants herein contained, the School Board agrees to lease to the Jefferson County, that lot located at 14496 Waukeenah Hwy., Wacissa, Florida and referred to as the Wacissa Voluntary Fire Department Headquarters for a period of thirty (30) years, beginning September 1, 2014, subject to the following covenants and conditions:

1.

The consideration or compensation will be ONE DOLLAR (\$1.00) year and other valuable consideration per year beginning September 1, 2014. The Lessee agrees to keep the premises in good repair. Lessor will have no obligation to repair or maintain the premises.

2.

The Lessee will carry all necessary liability insurance to cover its activities conducted on the premises, and will hold the School Board harmless from any liability for injury and damage.

The Lessee may, but is not obligated to carry fire and extended coverage on the buildings, with the School Board declared the owner and insured party. Should there be any damage to the property, then all insurance proceeds will be used to repair or rebuild the existing or remaining buildings; said proceeds being distributed by Jefferson County. Lessee will provide the Lessor evidence of fire insurance coverage, insuring the improvements at its highest insurable value, if it obtains such insurance. Should the Lessee elect not to provide fire and extended insurance coverage, then the School Board, at its option, may obtain insurance coverage but will have no obligation to repair or rebuild in the event of partial or total destruction of the buildings from whatever causes.

3.

The Lessee agrees to use the premises for storage of fire equipment, headquarters, meetings and other activities. All activities by the Lessee will be exercised in compliance with County, State and Federal Law. The Lessee will not allow any gambling activities, serving or consumption of alcoholic beverages on the premises.

4.

Lessees covenant to indemnify and hold harmless Lessor against any and all claims, demands, damages, or injuries arising from the conduct or management of, or from any use or thing whatsoever done in or about the leased premises used during the term of this lease or any extension thereof, or arising from any act or negligence of Lessees, their members, agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any persons, corporation or corporations, occurring during such term on, in, or about the leased premises.

5.

Lessee has inspected the lease premises and accepts it in its present condition and expressly declares that the premises are suitable for its intended uses.

Lessee agrees that all uses made of the premises will be under the direct supervision, control and sponsorship of the Lessee and its agents, at all times.

6.

And the said Lessee covenants with the said Lessor to make no unlawful, improper or offensive use of the premises; not to assign this lease or to sublet any part of said premises without the written consent of the lessor; not to use said premises or any other purposes than for public community activities, and to quit and deliver up said premises at the end of said term in as good condition as it is now (ordinary wear and decay and damage by the elements only expected). And the said Lessee hereby covenants and agrees that if Lessee shall violate any of the covenants or this lease, including abandonment of the building for a period to exceed twelve (12) months, then said Lessee shall become tenant at sufferance.

7.

Upon the expiration of the lease period, the Lessee may continue on a year to year basis upon the written terms and conditions agreed upon between the parties.

8.

The property is not to be encumbered by debt, lien or otherwise. Sub-leasing may be allowed, but only after prior written approval of the School Board. Sub-leasing will be considered only for similar non-profit community services.

IN WITNESS WHEREOF, the authorized officers have hereunto set their hands and corporate seals of their respective organizations.

THE SCHOOL BOARD OF JEFFERSON COUNTY, FLORIDA

By: _____
Chairman

ATTEST: _____
SUPERINTENDENT OF PUBLIC INSTRUCTION AND EX-OFFICIO SECRETARY TO THE SCHOOL BOARD OF JEFFERSON COUNTY, FLORIDA

JEFFERSON COUNTY BOARD OF COUNTY, COMMISSIONERS

By: _____
Chairman

ATTEST: _____
CLERK OF COURT

**ITEM 6(a): COUNTY COORDINATOR'S
REPORT/MEDICAL DIRECTOR
AGREEMENT FOR SERVICES**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this ~~31st day of August, 2010,~~ 7th day of October, 2014, 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~~ October 7th 2014 and ending ~~September 30, 2011~~ October 6th 2015 (hereinafter the "initial term").
- B. Renewal Term. The parties agree that this Agreement will automatically renew on October 1st 7th of years subsequent to the initial term unless and until either party gives the other party written notice of intent to terminate 60 days 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. Basic Compensation. As compensation for the satisfactory performance of services rendered during the initial term (beginning October 1, 2010 ~~7th, 2014~~) of this Agreement, JCBOCC agrees to pay DR. SPINDELL; ~~TWELVE THOUSAND AND 00/100 DOLLARS (\$12,000.00)~~ **SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00)** 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 term (beginning October 1, 2011) of this Agreement, JCBOCC agrees to pay DR. SPINDELL; SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00) annually.~~ Any further increase in compensation after the renewal term (beginning October 1, 2012 ~~7th, 2015~~) will be equal to any the annual cost of living increases, ~~if any,~~ that is may be received by all Jefferson County Fire Rescue employees every year thereafter. It is understood that that cost of living raises are not automatically given out every 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;
 2. 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;
 6. Office space, furnishings, equipment and related operating costs;
 7. 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:
1. 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;
 2. 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 Policies 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;
2. 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
1 Court House Circle
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:

Betsy Barfield, Chairman
Jefferson County Commission **Date**

T. Buckingham Bird, County Attorney
Jefferson County, Florida **Date**

ATTEST:

ATTEST:

Robert F. Spindell, D.O.
Medical Director **Date**

Kirk Reams, Clerk of the Court
Jefferson County, Florida **Date**

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.
9. 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.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 7th day of October, 2014, 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 7th 2014 and ending October 6th 2015 (hereinafter the "initial term").
- B. Renewal Term. The parties agree that this Agreement will automatically renew on October 7th of years subsequent to the initial term unless and until either party gives the other party written notice of intent to terminate 60 days prior to the annual renewal date.

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. Basic Compensation. As compensation for the satisfactory performance of services rendered during the initial term (beginning October 7th, 2014) of this Agreement, JCBOCC agrees to pay DR. SPINDELL; SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00) 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. Any further increase in compensation after the renewal term (beginning October 7th, 2015) will be equal to any annual cost of living increases that may be received by Jefferson County Fire Rescue employees every year thereafter. It is understood that that cost of living raises are not automatically given out every 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;
 - 2. 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;
 - 6. Office space, furnishings, equipment and related operating costs;
 - 7. 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:
 - 1. 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;

2. 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 Policies in regards to personnel oversight as per Florida Statute 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;
2. 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
1 Court House Circle
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:

**Betsy Barfield, Chairperson
Jefferson County Commission**

Date

**T. Buckingham Bird, County Attorney
Jefferson County, Florida**

Date

ATTEST:

ATTEST:

**Robert F. Spindell, D.O.
Medical Director**

Date

**Kirk Reams, Clerk of the Court
Jefferson County, Florida**

Date

**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:
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 - 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.
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10. Aid in coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response.
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13. Abide by all requirements of Florida Statue Chapter 401 and Chapter 64E-2 pertaining to Emergency Medical Service Medical Director.