REGULAR MEETING MAY 13, 2019 9:00 A.M.

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's meeting room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Henry McCray, Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

APPROVE THE MINUTES

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve the minutes.

FLORIDA DEPARTMENT OF HEALTH

Jacqi Martin with the Florida Department of Health discussed the 5 Year Strategic Plan with the Board. This was a presentation only, no action was taken on this issue.

U.S. CENSUS BUREAU

Victor Cora, with the U.S. Census Bureau, discussed their services and what they will be doing in the County, and asked that the Board adopt a Resolution supporting the participation in the 2020 Census. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to have Mr. Adams read Resolution No. 2019-05-01 by title only. On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to adopt the Resolution.

GUARDIAN AD LITEM

Leslie Nestic, with the Guardian Ad Litem, informed the Board of what the Guardian Ad Litem program is and the services they provide for children. Ms. Nestic asked that the Board let her know of any volunteers that may want to help with Lafayette County. She asked that they email her with any recommendations they may have. No action was taken on this issue.

TOBACCO FREE FLORIDA

Steven Schneitman, with Tobacco Free Florida, spoke with the Board about a possible Tobacco Retail License Ordinance that they would like to see passed for stores close to the school. Discussion was held between the Board, Mr. Schneitman, and the audience on this. Mr. Schneitman said that they would also speak with the Town of Mayo. No action was taken on this issue.

ANIMAL CONTROL ISSUE

Albert Reed addressed the Board in regards to the animal control issue in this county. The Board explained to him that Lafayette County is a fiscally restrained county and that the county doesn't currently have the funding to support an animal control department. Mr. Reed asked that the Board put a policy in place, or to do something about it if they can. No action was taken on this issue.

OPEN SEALED BIDS FOR MOWERS, TRIMMERS AND EDGERS

The Board opened sealed bids for mowers, trimmers and edgers for the Road Department. The following bids were submitted: John's Lawn Equipment - \$16,980.94; and Pridgeon's Power Equipment and Tree Service - \$15,766.40. On a motion by Mr. Jones and second by Mrs. Walker, the Board voted unanimously to award the bid to the low bidder, Pridgeon's Power Equipment and Tree Service pending the review and approval of Mr. Scott Sadler.

REQUEST TO WAIVE PERMIT FEES

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to waive the permit fees for the Lafayette County School Board re-roofing job.

REVIEW DRAFT FOR TEXT AMENDMENT FOR THE LDR'S

The Board reviewed a draft for text amendment for the Lafayette County Land Development Regulations. This is a first review of this draft. The Board wants this placed on the agenda for the next regular scheduled meeting, with a workshop to be held on the same day before the regular meeting starts to discuss this further.

RENEWAL OF DR. SPINDELL'S CONTRACT

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to renew Dr. Spindell's contract as Medical Director for Lafayette County.

CONSIDER RECOMMENDATION TO HIRE A LAFAYETTE COUNTY EXTENSION AGENT/COUNTY EXTENSION DIRECTOR

Dr. Eric Simonne, University of Florida IFAS District Extension Director, made a recommendation to the Board after holding interviews, to hire Shawn Jackson as the new County Extension Agent/County Extension Director. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to accept the recommendation of the University of Florida to hire Shawn Jackson.

BOARD PROCEDURE FOR NOTIFYING LANDOWNERS OF LDR CHANGES

Mrs. McMillan-Fredriksson discussed with the Board what they wanted their procedure to be for notifying landowners of Land Development Regulation changes. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to follow State Statutes and local Land Development Regulations as required for posting notifications.

APPROVE THE BILLS

On a motion by Mr. McCray and a second by Mr. Lamb, the Board voted unanimously to approve following bills:

General Fund - \$319,469.11 Emergency 911 Fund - \$15,527.71 Industrial Park Fund - \$101,576.36

ADJOURN

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to adjourn.

Anthony Adams, Chairman

Attest:

Steve Land, Clerk

Approved this 28th day of May, 26

BOOK 41 PAGE 176

AMENDED PUBLIC NOTICE

BOOK 41 PAGE 177

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, May 13, 2019 at 9:00 a.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:

Anthony Adams, Chairman Lafayette County Commission

BOARD OF COUNTY COMMSSIONERS:

- 1. Open the meeting.
- 2. Invocation and pledge to the flag.
- 3. Approve the minutes.
- 4. Requests and comments from the community.
 - A) Kerry Waldron Health Department's 5 Year Strategic Plan.
 - B) Victor Cora Approve Resolution No. 2019-05-01 for the US Census Bureau
 - C) Leslie Nestic Guardian Ad Litem
 - D) Steven Schneitman from Tobacco Free Lafayette speaking about Tobacco Retail License Ordinance.
 - E) Albert Reed Animal Control at Picket Lake.
- 5. Department Heads:
 - A) Marcus Calhoun Maintenance.
 - B) Scott Sadler Public Works.
 - 1) Open sealed bids for Mowers, Trimmers and Edgers.
 - C) Robert Hinkle Building/Zoning.
 - 1) Review draft for the text amendment for the Land Development Regulations.
 - D) Marty Tompkins EMS.
 - 1) Approve renewing Dr. Spindell's contract.
 - E) Jana Hart Extension Office.
 - 1) Consider University of Florida's recommendation to hire-a Lafayette County Extension Agent/County Extension Director.
- 6. Leenette McMillan-Fredriksson various items.
- 7. Approve the bills.
- 8. Other Business.
- 9. Future agenda items.
- 10. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771.

See <u>www.lafayetteclerk.com</u> for updates and amendments to the agenda.

MAYO FREE PRESS

P.O. Box 370, Live Oak, FL 32064 Phone: 386-362-1734

Affidavit of Publication

STATE OF FLORIDA **COUNTY OF LAFAYETTE:**

Before the undersigned authority personally appeared Louise Sheddan, who on oath says that he/she is Legal Secretary of the Mayo Free Press, a weekly newspaper published at Mayo in Lafayette County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE

in the matter of

LCBCC Regular Meeting 05-13-19

was published in the said newspaper on the following day(s), namely Mayo Free Press: 05/09/19.

Affiant further says that the said Mayo Free Press is a newspaper published at Mayo Free Press in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Signed:

PUBLIC NOTICE

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, May 13, 2019 at 9:00 a.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:

Anthony Adams, Chairman Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS:

- Open the meeting.
 Invocation and pledge to the flag.
 Approve the minutes.
 Requests and comments from the
- community.
 A) Kerry Waldron-Health Department's 5 Year Strategic Plan.
 B) Victor Cora-US Census
- 5. Department Heads:
- A) Marcus Calhoun Mainte-
- nance
 B) Scott Sadler Public Works.
 1) Open seated bids for Mowers, Trimmers and Edgers.
 C) Robert Hinkle Building/
- Zoning:

 1) Review draft for the text amendment for the Land Develop-
- amendment for the Land Develop-ment Regulations.

 D) Marty Tompkins EMS.
 E) Jana Hart Extension Office.
 1) Consider University of Florida's recommendation to hire a Lafayette County Extension Agent/ County Extension Director. 6. Leenette McMillian-Fredriksson-

- various items
 7. Approve the bills.
 8. Other Business,
- 9. Future agenda items. 10. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requestrersons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (388):294-1800 or via Florida Relay Service at (800) 955-8771. See www.lafayettleclerk.com for updates and amendments to the agendates and amendments to the agendates.

05/09/19

Sworn to and subscribed before me on this day:

Date:

Notary Public:

Personally known K or produced identification

Type of identification produced:

Notary Public State of Florida Monja Slater

My Commission GG 035585 Expires 12/13/2020

RESOLUTION NO. 2019-05-01

A RESOLUTION CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States of America has performed a nationwide census every ten years since 1790, with the last census being in 2010; and

WHEREAS, an accurate census is essential for the allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives, the Florida State Legislature, and within the City of Mayo and Lafayette County voting districts; and

WHEREAS, accurate census information is critical to planning for future growth, development, and the social needs of Lafayette County; and

WHEREAS, the more informed that residents become about the 2020 census operations, the better their understanding of the census process becomes, thus increasing their willingness to the 2020 Census; and

WHEREAS, the Census Bureau is not permitted to publicly release responses furnished by any individual, or on behalf of an individual, or release information to other governmental agencies, including the Internal Revenue Service, the Immigration and Naturalization Service, law enforcement agencies or welfare agencies. In addition, per the Federal Cybersecurity Enhancement Act of 2015, census data is protected from cybersecurity risks through screening of the systems that transmit this data; and

WHEREAS, the purpose of the Complete Count Committee will be to advise and assist Lafayette County and the City of Mayo in obtaining the most accurate and complete population count for Census 2020 by increasing the number of County responses through a focused, structured neighbor-to-neighbor program. The committee will also utilize the local knowledge, expertise and influence of each committee member to design and implement a census awareness campaign targeted to the Lafayette County community.

THEREFORE, BE IT HEREBY RESOLVED, by the Board of Commissioners of Lafayette County, Florida that:

- 1. A Census 2020 Complete Count Committee is hereby established to advise and assist Lafayette County and the City of Mayo in obtaining the most accurate and complete population count for Census 2020.
- 2. The Committee shall discuss and formulate strategies and techniques, working with City and County staff and census bureau officials, to enhance and increase the response rate to Census 2020. The Committee shall be responsible for planning and conducting local educational initiatives, and for preparing of obtaining posters,

flyers and handouts for use by the media and others. The Committee will also prepare materials for public service announcements on radio and social media.

- 3. The Committee shall consist of representatives from the Lafayette County Board of County Commissioners, Lafayette County Schools, Town of Mayo, Faith Based Organizations, Mayo Women's Club and the Lafayette County Activities Group. Lafayette County and the City of Mayo shall each appoint a staff member to serve on said Committee.
- 4. The Committee members shall serve from May 2019 through and including June 2020 at which time the Committee, having completed its work, shall dissolve, unless extended by the Board of County Commission. No resolution dissolving or rescinding the committee is necessary.
- 5. Meetings. The Committee shall meet at least every three months (quarterly) but may meet more often as needed.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF MAY, 2019.

Anthony Adams, Chairman

Lafayette County Commissioners

ATTEST:

Steve Land Clerk of Court

PUBLIC NOTICE

The Lafayette County Commission will be accepting sealed bids for a Commercial Grade Zero Turn Radius Riding Lawn Mower, High Wheel Push Mowers, Line Trimmers, Edgers, and Hedge Trimmers. The bid specifications are available at the Lafayette County Clerk of Court's Office, located at 120 West Main Street, Mayo, Florida 32066, or on their website at www.lafayetteclerk.com. The bids will be accepted until 12:00 p.m. on Friday, May 10, 2019, and will be opened at a regular scheduled meeting on Monday, May 13, 2019 at 9:00 a.m. The meeting will be held in the County Commissioner's meeting room at the Lafayette County Courthouse in Mayo, Florida. All bids must be turned in to the Lafayette County Clerk of Court, P.O. Box 88, Mayo, Florida 32066.

The Board of County Commissioners of Lafayette County reserve the right to reject any and all bids, to waive formalities, to re-advertise and award the bid in the best interest of Lafayette County, Florida, and to accept the lowest and best bid.

By Order Of:

Anthony Adams, Chairman Lafayette County Commission

MAYO FREE PRESS Please Run 4/18/19 and 4/25/19.

MAYO FREE PRESS

P.O. Box 370, Live Oak, FL 32064 Phone: 386-362-1734

Affidavit of Publication STATE OF FLORIDA COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared Louise Sheddan, who on oath says that he/she is Legal Secretary of the Mayo Free Press, a weekly newspaper published at Mayo in Lafayette County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE in the matter of

LCBCC AFB: Mowers

was published in the said newspaper on the following day(s), namely Mayo Free Press: 04/18/19, 04/25/19.

Affiant further says that the said Mayo Free Press is a newspaper published at Mayo Free Press in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn i	io and st	ubscribe	a before me	e on this a	ay:
Date: _		4-	25-19		
	•			۸	

Personally known <u>v</u> or produced identification

Type of identification produced:

Notary Public State of Florida Monja Stater My Commission GG 035585 Expires 12/13/2020

PUBLIC NOTICE

PUBLIC NOTICE

The Lafayette County Commission will be accepting seafed bids for a Commercial Grade Zero Turn Radius Riding Lawn Mower, High Wheel Push Mowers, Line Trimmers, Edgers, and Hadge Trimmers. The bid specifications are available at the Lafayette County Clerk of Court's Office, located at 120 West Main Streat, Mayo, Florida 32086, or on their website at www.lafayetteclerk.com. The bids will be accepted until 12:00 p.m. on Friday, May 10, 2019, and will be opened at a regular scheduled meeting on Monday, May 13, 2019 at 9:00 a.m. The meeting will be held in the County Commissioner's meeting room at the Lafayette County Courmouse in Mayo, Florida. All bids must be turned in to the Lafayette County Commissioner's Guillerk of Court, P.O. Box 88, Mayo, Florida 32066. The Board of County Commissioners of Lafayette County reserve the right for reject any and all bids, to waive formalities, to re-advertise and award tha bid in the best interest of Lafayette County, Florida, and to accept the lowest and best bid.

Anthony Adams, Chairman Lafayette County Commission 04/18, 04/25/2019

John's Lawn Eq.
1701 Ohio Ave. N.
Live Oak, FL 32064
386-362-5020

La Sayotte County Cherk of the County
PO Box 86

Mayo Fl 3206b

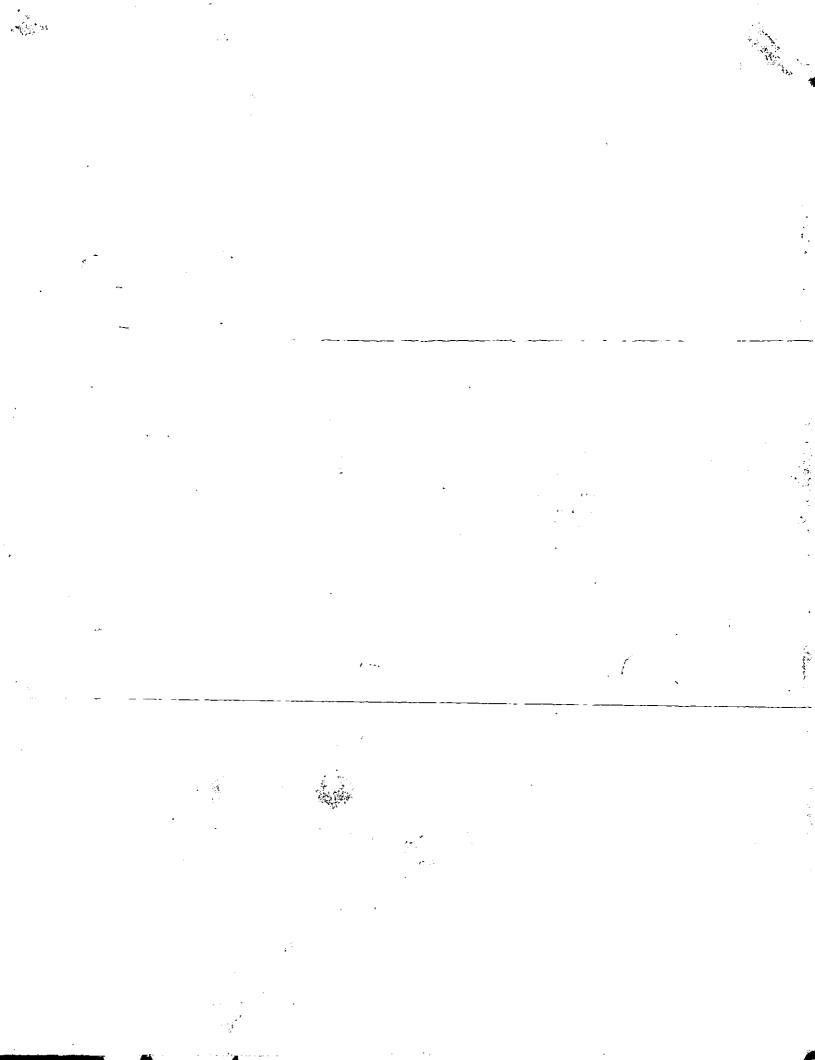
Mayo Fl 3206b

- Ալելգիլիդիկիկիդիդինիլիկրերիկրերիկիությ_{ուն}

Lafayette County Gas Powdered Lawn Equipment Bid Sheet

48" Zero Turn Commercial Grade Mower	1x 5040 = 5040 =
High Wheel Push Mowers	5x 1622 = 811000
Heavy Duty Line Trimmers	8x 31596 = 2527 68
Lightweight Line Trimmers	4x 17376 = 63504
Gas Powered Edger	1x 27646 = 27646
Gas Powered Hedge Trimmer	1x 33/76 33/76
	Total: 1698094

John's Lawn Eq. 1701 Ohio Ave. N. Live Oak, FL 32064 386-362-5020



STEVE LAND - CLERK LAFAYETTE COUNTY, FL

2019 MAY 10 AM 8: 23

FILED

BOOK 41 PAGE 186

For Equipment Road Dept Pridgeon Power Equipment & TreeServe

Lafayette County Gas Powdered Lawn Equipment Bid Sheet

48" Zero Turn Commercial Grade Mower $1 \times \frac{4334.00}{345.00} = \frac{4334.00}{7145.00}$ High Wheel Push Mowers $5 \times \frac{1429.00}{365.99} = \frac{7145.00}{2927.92}$ Heavy Duty Line Trimmers $8 \times \frac{365.99}{175.99} = \frac{2927.92}{175.99}$ Lightweight Line Trimmers $4 \times \frac{175.99}{175.99} = \frac{703.96}{175.99}$ Gas Powered Edger $1 \times \frac{345.53}{309.99} = \frac{345.53}{309.99}$ Gas Powered Hedge Trimmer $1 \times \frac{309.99}{155.766.40} = \frac{309.99}{155.50}$

Ġ

Pridgeon fower Equipment + Thee Service 410 SW C/R 300 Mayo FL 32065 386-294-2926

48" Midmount ZERO TURN RADIUS COMMERCIAL GRADE MOWER

BID SPECIFICATIONS

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

- 2 4 gallon Tanks W/switching Value INSTRUCTIONS: All minimum requirements shall be met or exceeded or have suitable replacements for all options.

1. ENGINE:

- a. 25hp gas engine minimum b. 5.5 gallon fuel tank Minimum >
- c. Positive feed oil system with spin on filter.
- d. Heavy duty air cleaner 🛩
- e. Electric start
- f. Carburation no fuel injection

2. DRIVE TRAIN / AXLES:

- a. Hydraulic gear pumps 🛩
- b. High torque wheel motors
- c. Spin on hydraulic filters

3. DECK:

- a. 48" heavy duty mower deck
- b. 3 blade spindles -
- c. Belt driven
- d. Manual deck lift
- e. 1" to 5" cutting height
- f. Deck engagement electric clutch

4. WHEELS:

- a. Front wheels 11x4-5slick solid, minimum 🗸
- b. Rear wheels 20x10-10 turf minimum

5. COMFORT & CONVENIENCE:

- a. High back full suspension seat
- b. Adjustable steering/motion control levers
- c. Flip up hood
- d. Easy access operator controls -
- e. ROPS bar

6. CONDITIONS:

a. In addition to equipment specified, mower will be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA emission standards and all motor vehicle standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

- Deluxe High Back Adjustable Seat

- b. The successful bibber shall be responsible for delivering the unit properly serviced, clean and in first class operating condition. Pre-delivery service at a minimum shall include the following:
- c. Complete lubrication

- d. Check all fluid levels
- e. Adjustment of engine to proper operation condition
- f. inflate tire to proper pressure
- g. Proper operation of all accessories.

1.	Engine	:

a. 11 horsepower min. gas engine

2. <u>Deck:</u>

- a. 26" Heavy duty mower deck
- b. Belt driven

4. Wheels:

- a. Double solid front wheel
- b. Rear wheels to be 20 X 2.125 or equivalent

- 1. Engine:
 - a. 34cc 2 Cycle engine min. \checkmark 36 CC
- 2. Shaft:

A. Straight

3. <u>Heads:</u>

a. Fixed String head for 130 dia. String.

1. Engine:

a. 21cc 2 Cycle engine min. 21.7cc

2. Shaft:

A. Straight

3. Heads:

a. Bump and go trimmer head.

Bid Specifications for Gas Powered Edger BOOK 41 PAGE 193

4	Fm~!ma	
	Engine	٠.
		•

a. 28cc 2 Cycle engine min. 30.1 Commercial Grade

2. Shaft:

A. Straight

3. Heads:

a. Edger blade and wheel.

Bid Specifications for Gas Hedge Trimmers

1. Engine:

BOOK 41 PAGE 194

- a. 21cc 2 Cycle engine min. 21.7 CC
- 2. Starter

A. Stand alone starter

3. Cutting bar length

a. Blade length 24" to 30"

THIS AGREEMENT made and entered into this 13th day of May, 2019, by and between the BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FLORIDA, hereinafter referred to as "LCBOCC," and ROBERT F. SPINDELL, D.O., hereinafter referred to as "DR. SPINDELL".

1. INTRODUCTION

The LCBOCC has established, as a function of COUNTY government, a system of emergency medical services (the "EMS system") operated and maintained under the direction of LCBOCC which provides for the delivery of emergency care as may be required by an emergency within or without the boundaries of Lafayette 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 in the practice of medicine and qualified as a medical doctor to provide the LCBOCC 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;

11. PURPOSE

LCBOCC desires to retain the professional services of DR. SPINDELL to perform those specified duties and responsibilities as Medical Director and to advise LCBOCC, 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.

111. CONTRACT TERM

- A. Initial Term. The initial term of this Agreement shall be for the period beginning May 13th, 2019 and ending December 21, 2021 (hereinafter the "initial term").
- B. Renewal Term. The parties agree that this Agreement will automatically renew on December I 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 subsequent to Florida Administrative Code 64J-l 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 LCBOCC 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.

V. COMPENSATION

- A. <u>Basic Compensation</u>. As compensation for the satisfactory performance of services rendered during the initial term of this Agreement, LCBOCC agrees to pay DR. SPINDELL., TWENTY-TWO THOUSAND FOUR HUNDRED FORTY-TWO AND 68/100 DOLLARS (\$22,442.68) annually. LCBOCC 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. <u>Renewal Compensation</u>. Unless otherwise agreed to by both DR. SPINDELL and the LCBOCC, or its duly authorized representative, compensation for any renewal term shall be the amount stated above in Paragraph A, as well as any additional compensation increases that are given on a percentile rate to Lafayette County Employees.
- C. <u>Compensation upon Termination</u>. 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 LCBOCC, 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 by both DR. SPINDELL and the LCBOCC, or Lafayette 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. Office space, furnishings, equipment and related operating costs;
 - 6. Insurance, including but not limited to, benefits, medical costs and similar expenses;
 - 7. Workers compensation
 - 8. Any other cost or expense incurred by DR. SPINDELL and not expressly authorized and agreed for payment by the LCBOCC, or Lafayette County EMS Director.
- B. Expenses Payable by the LCBOCC. When services are performed under this Agreement, the LCBOCC 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;
- Automobile travel expenses and mileage, at the rate established for mileage reimbursement under the LCBOCC 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 LCBOCC, 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 LCBOCC;
- 5. Additional costs and expenses as may be requested by DR. SPINDELL and authorized and approved by the LCBOCC, or Lafayette County EMS Director.
- 6. Professional or organizational dues, costs or expenses, unless otherwise agreed to by both DR. SPINDELL and the LCBOCC, or Lafayette County EMS Director.

Vil. STATUS

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

VIII. INSURANCE AND INDEMNITY

- A. Insurance. DR. SPINDELL shall be covered under the general liability policy for Lafayette 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 LCBOCC, 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 LCBOCC, 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 LCBOCC

- A. Records. DR. SPINDELL shall maintain full and accurate records of all matters covered by this Agreement, and the LCBOCC, or Lafayette 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 LCBOCC or Lafayette 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 LCBOCC to DR. SPINDELL in the performance of his duties shall remain the property of the LCBOCC, 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 LCBOCC, free of any claim or right of DR. SPINDELL, and all such property and records shall be returned to the possession of the LCBOCC as requested by the LCBOCC, or Lafayette 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 Lafayette 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 LCBOCC in matters relating to DR. SPINDELL's services hereunder, DR. SPINDELL shall direct all such communications and requests for approval to the Lafayette County EMS Director, or the Director's designee. Further, DR. SPINDELL shall meet with the Lafayette 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:

- I. He shall observe the provisions of the Title V II 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 LCBOCC 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 LCBOCC.

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:

LCBOCC:
Office of the Clerk
Lafayette County Florida
P.O. Box 88
Mayo, Florida 32066

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 LCBOCC or the Lafayette County EMS Director.
- B. By the LCBOCC. This Agreement may be terminated at any time by the LCBOCC or the Lafayette 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 LCBOCC or the Lafayette 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.

XIX. CASH BASIS

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that the LCBOCC 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 LCBOCC then current budget Year (i.e. October I to September 3 1) or from funds made available from any lawfully operated, revenue producing source. Should LCBOCC 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 LCBOCC 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. LCBOCC 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 LCBOCC then current budget year. This paragraph shall not be construed so as to permit LCBOCC 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 and venue shall be Lafayette County, Florida.

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 LCBOCC and DR. SPINDELL with respect to the provision of services required of DR. SPINDELL by the LCBOCC 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:

ANTHONY ADAMS,

Chairman

Lafayette County Board of County Commissioners

ATTEX

EENETTE W. MCMILLAN-FREDRIKSSON

County Attorney

ATTEST:

ROBERT F. SPINIVELL, D.O.

Medical Director

ATTEST:

STEVE LAND
Clerk of Court

EXHIBIT A

BOOK 41 PAGE 201

SCOPE OF SERVICES

To optimize the medical direction of the Emergency Medical Services System of Lafayette 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 LCBOCC / 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 LCBOCC/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.
- I I. Aid LCBOCC / 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	l Chapter 64J-l j	pertaining to	Emergency
Medical Service Medical Director.				

Check History Report Sorted By Check Number Activity From: 5/13/2019 to 5/13/2019

BOOK 41 PAGE 203

Lafayette County (GNF)

heck	Check	Vendor	A 1	AL	Ob 1 =
lumber	Date	Number	Name	Check Amount	Check Type
50014	5/13/2019	AAAPORT	AAA Porta Serve	74.29	Auto
30015	5/13/2019	AASW	Aucilla Area Solid Waste Admin	9,539.88	Auto
50016	5/13/2019	AGUSA	Airgas USA, LLC	2,060.01	Auto
50017	5/13/2019	APLO	Ag-Pro Live Oak	12,358.73	Auto
60018	5/13/2019	APRIL	April Sellers	13.47	Auto
50019	5/13/2019	APS	Alachua Pest Services, LLC	660.66	Auto
60020	5/13/2019	ASI	Ashford Services, Inc.	143.62	Auto
60021	5/13/2019	ATCL	Andersons' Tri-county Locksmit	555.95	Auto
60022	5/13/2019	BR	Blue Rok, Inc.	1,135.14	Auto
30023	5/13/2019	BSW	Blue Summit Waters, LLC	171.35	Auto
60024	5/13/2019	BTM	Bound Tree Medical, LLC.	114.70	Auto
60025	5/13/2019	DBM	Dr. Bogdan Maliszewski	700.00	Auto
60026	5/13/2019	DE	Duke Energy	680.34	Auto
60027	5/13/2019	DISH	Dish Network	121.19	Auto
60028	5/13/2019	DMH	Doctors' Memorial Hospital	169.80	Auto
60029	5/13/2019	DMINC	Denali Materials, Inc.	584.64	Auto
60030	5/13/2019	EWL	EnviroWaste LLC	800.00	Auto
60031	5/13/2019	HASI	Hamlin Auto Supply, Inc	1,809.86	Auto
60032	5/13/2019	HRA	Harold R Arthur DMD, PA	632.00	Auto
60033	5/13/2019	JF	Jimmie's Firestone	905.00	Auto
60034	5/13/2019	L4H	Lafayette 4-H	1,095.45	Auto
60035	5/13/2019	MACL	Mayo Air Conditioning, LLC	195.00	Auto
60036	5/13/2019	MAP	Mayo Auto Parts	2,220.26	Auto
60037	5/13/2019	MF	Mayo Fertilizer	75.00	Auto
60038	5/13/2019	MOS	McCrimon's Office Supply	219.55	Auto
50039	5/13/2019	NFPM	North Florida Pharmacy of Mayo	1,195.04	Auto
60040	5/13/2019	QC	Quill Corporation	490.38	Auto
60041	5/13/2019	QDDT	Quest Diagnostics	40.50	Auto
60042	5/13/2019	QMC	Quick Med Claims	845.33	Auto
60043	5/13/2019	SCBCC	Suwannee County Board of County Commissioners	770.63	Auto
60044	5/13/2019	SGMG	South Georgia Media Group	132.74	Auto
60045	5/13/2019	SVE	Suwannee Valley Electric	1,040.50	
60046	5/13/2019	TCI	Tri-County Irrigation, Inc.	56.04	Auto
60047	5/13/2019	TOM	Town of Mayo	538.28	Auto
60048	5/13/2019	w	Windstream	1,186.29	Auto
60049	5/13/2019	wos	Ware Oil & Supply	1,383.19	Auto
60050	5/13/2019	WRW	W R Williams Distributors	12,172.47	
60051	5/13/2019	AFLAC	AFLAC	1,276.94	
60052	5/13/2019	AHLIC	American Heritage Life Insurance Company	248.81	
60053	5/13/2019	CSL	Cotton State Life		Auto
60054	5/13/2019	LCPA	Lafayette County Property App.	24,508.58	
60055	5/13/2019	LCSC	Lafayette County Sheriff	55,000.00	
60056	5/13/2019	LCSE	Lafayette County Sup of Electi	19,679,42	
60057	5/13/2019	LCSE9	Lafayette County Sheriff	25,000.00	
60058	5/13/2019	LCSLE	Lafayette County Sheriff	65,000.00	
60059	5/13/2019	LCSRO	Lafayette County Sheriff	18,568.83	
60060	5/13/2019	LCTC	Lafayette County Tax Collector	26,564.00	
60061	5/13/2019	LN	Liberty National Life Insuranc	1,008.72	
60062	5/13/2019	ME	Mowrey Elevator Co of FL	245.37	
60063	5/13/2019	MOS	McCrimon's Office Supply	53.00	
160064	5/13/2019	PD	Public Defender Occupancy Acco	336.00	
60065	5/13/2019	PDIT	Public Defender I.T.	228.00	
60066	5/13/2019	SA	Jeff Siegmeister	1,626.30	
60067	5/13/2019	SAIT	Jeff Siegmeister	391.52	

Run Date: 5/10/2019 4:35:05PM

A/P Date: 6/30/2019

Check History Report Sorted By Check Number Activity From: 5/13/2019 to 5/13/2019

BOOK 41 PAGE 204

Lafayette County (GNF)

Bank Code: A Check	General Fund Check	Vendor				
Number	Date	Number	Name		Check Amount	Check Type
060068	5/13/2019	SICL	Standard Insurance Company		350.40	Auto
060069	5/13/2019	WSLO	Winsupply of Live Oak		178.60	Auto
060070	5/13/2019	MP	Mayo Postmaster		330.00	Auto
060071	5/13/2019	SSC	Security Safe Company, Inc.		89.00	Auto
060072	5/13/2019	LCCC	Lafayette County Clerk of Cour		17,050.75	Auto
060073	5/13/2019	CINTAS	Cintas Corporation #148		278.72	Auto
060074	5/13/2019	FFB	First Federal Bank of Florida		612.01	Auto
060075	5/13/2019	PPETS	Pridgeon's Power Equipment &		40.21	Auto
060076	5/13/2019	VW	Verizon Wireless		573.34	Auto
060077	5/13/2019	WBH	W. B. Howland Co.		71.79	Auto
060078	5/13/2019	SICD	Standard Insurance Company		2,783.48	Auto
060079	5/13/2019	SICV	Standard Insurance Company		474.76	Auto
				Bank A Total:	319,469.11	
				Report Total	319,469.11	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 13TH DAY OF MAY, 2019.

Run Date: 5/10/2019 4:35:05PM

A/P Date: 6/30/2019

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

LIST OF WARRANTS DRAWN ON THE **EMERGENCY 911** FUND.

FROM THE FIRST FEDERAL BANK, ON MAY 13, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream Windstream State of FL Dept of Mgmt Srvs AK Associates AT&T	Communications Communications Professional Services Communications Communications Communications	526-410 526-410 526-310 526-410 526-410	WARRANT NO.	\$ 407.70 \$ 257.39 \$ 551.62 \$ 14,186.00 \$ 125.00
TOTAL				\$ 15,527.71

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 13TH DAY OF MAY, 2019.

Darnest J. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

LIST OF WARRANTS DRAWN ON THE **INDUSTRIAL PARK** FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON MAY 13, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT_
Door One USA Gray Construction SVEC Interior Exterior Bldg Supply WinSupply WinSupply	Construction Construction Utilities Construction Maint- Animal Health Construction	552-630 552-630 552-430 552-630 552-464 552-630		\$ 9,100.00 \$ 84,964.18 \$ 134.80 \$ 6,323.99 \$ 777.78 \$ 275.61
TOTAL				\$ 101,576.36

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 13TH DAY OF MAY, 2019.

Carnest S. Voues