

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**PSOT OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529**

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

**372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055**

AGENDA

JUNE 7, 2012

7:00 P.M.

Invocation (Commissioner Rusty DePratter)

Pledge to U.S. Flag

Staff Agenda Additions/Deletions

Adoption of Agenda

Public Comments

Scarlet P. Frisina, Chairperson

(1) Resolution - Mike Arthur

Steve Carter, Beard Equipment Company

(1) John Deere Equipment

Dave Cobb, Florida Power & Light Company

(1) Economic Development Seminar on June 11, 2012

Marlin Feagle, County Attorney

- (1) Bascom Norris Drive Project Update

STAFF MATTERS:

HONORABLE SCARLET P. FRISINA, CHAIRPERSON

- (1) Consent Agenda

DISCUSSION AND ACTION ITEMS:

- (1) Supervisor of Elections - Ballot on Demand Proposal
- (2) Donation by Lake City Internet Services, LLC to the Columbia County Fire Department
- (3) Renewal of Lifeguard Ambulance Service of Florida, LLC - Commercial Building and Ambulance Lease Agreements
- (4) Renewal of Dr. Kim Landry - Columbia County Medical Director
- (5) Target Economic Development Project - Final Wetlands Mitigation Approval

******* COMMISSIONERS COMMENTS**

ADJOURNMENT

RESOLUTION NUMBER 2012R-11

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA RECOGNIZING MIKE ARTHUR
IN HIS PERFORMANCE OF OUTSTANDING CIVIC CONTRIBUTION
TO HIS COMMUNITY**

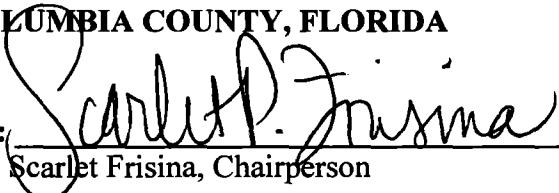
- WHEREAS,** Columbia County is honored to recognize Mike Arthur for his Outstanding performance demonstrated in service to others in need, and;
- WHEREAS,** through his energy, involvement, enthusiasm and personal resources contributed to the completion of a home for one of our disabled veteran's within the community, and;
- WHEREAS,** Columbia County is fortunate to have involved citizens that serve as a community role model, and;
- WHEREAS,** Mike Arthur emerged to unselfishly perform community service above and beyond the call of duty without expectation or desire for compensation or re-numeration, and;
- WHEREAS,** Mike Arthur has lead by example not only encouraging others, but motivating others to serve as well through his service of extraordinary accomplishment,

NOW, THEREFORE, BE IT RESOLVED that the Columbia County Board of County Commissioners hereby recognize and acknowledges the dedicated contributions of community service performed by Mike Arthur.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida this 7th day of June, 2012.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

BY:


Scarlet Frisina, Chairperson

ATTEST:

BY:


P. DeWitt Cason, Clerk

6/7/12
AGENDA



JOHN DEERE

JOHN DEERE

May 14, 2012

Board of County Commissioners
Columbia County
P.O. Box 1529
Lake City, FL 32056-15296

Attn: Dale Williams, County Manager

Dear Commission,

In respect to the county's decision regarding the April 2nd Motor grader bid and the March 29th excavator bid, I felt there was a need to address the decision. As a rule, Beard Equipment Company does not address decisions made by a body such as a County Commission. I felt this instance was different due to the history of the previous John Deere Dealer and Columbia County.

Beard Equipment Company acquired the Lake City, Jacksonville and Palatka branches of Industrial Tractor Company in June of 2011. Since June we have been investing in each of these branches improving the physical structures, hiring and training new people, and increasing inventory levels to improve the support to customers. Beard Equipment Company is a family owned and operated business that started as a John Deere dealer in 1970. Through three generations the business has grown by creating long term relationships with our customers and by doing the right thing. Our employees learned that a handshake agreement is as important as one in writing.

I am confident that the experience you will have with Beard Equipment will be different than any experience you have had with other John Deere Dealers. I ask that you not hold John Deere or Beard Equipment responsible for any misunderstandings that may have occurred between Columbia County and Industrial Tractor. At a minimum I ask that we are made aware of any issues and be given an opportunity to address them.

Beard Equipment Company requests the opportunity to appear before the Commission at the earliest convenience to address any questions or concerns regarding John Deere Construction equipment and our dealership support of equipment sold. If possible I would like to address the commission at the June 7th meeting.

Thank you for the opportunity to discuss this with you.

Respectfully,

A handwritten signature in black ink, appearing to read "Drew DeLaney".

Drew DeLaney
Vice-President, General Manager
Beard Equipment Company

Mobile, AL
2480 E. I-65 Service Rd. N./ 36617
251-456-1993

Pensacola, FL
3195 W. Nine Mile Rd./ 32534
850-476-0277

Panama City, FL
4625 Highway 231 N./ 32402
850-769-4844

Freeport, FL
33 Industrial Court/ 32439
850-835-3337

Jacksonville, FL
6870 Philips Highway/ 32216
904-296-5000

Lake City, FL
2576 SE Baya Dr./ 36055
386-752-9544

Palatka, FL
356 N. Highway 17/ 32177
386-325-6268

Thank you,
Jeff Simmons
FPL Major Accounts Manager
North Florida Region
(386)754-2014 office
(386)623-3136 cell

From: Shell, Christy [mailto:cshe11@iog.fsu.edu]
Sent: Wednesday, May 16, 2012 4:29 PM
Subject: NFEDP Sponsored: Half-Day Seminar in Lake City



Playing to Win in Economic Development

How local government can put North Florida across the finish line.
Monday, June 11, 2012

Wilson S. Rivers Library at Florida Gateway College
1099 SE Timberwolf Drive, Lake City Florida 32025
Registration: 11:30 a.m. – noon
Lunch: noon – 1 p.m.
Program: 1 – 4 p.m.

Registration is attached; or you may find it online at www.nfedp.com
Please respond by June 6, 2012

Dear colleagues and partners, this informative (and free) seminar is being sponsored by Florida Power and Light in conjunction with the North Florida Economic Development Partnership (NFEDP), Columbia County Economic Development Department, and Enterprise Florida, Inc. The program will include a lunch from 12:00-1:00 p.m. with the seminar program scheduled from 1:00-4:00 p.m. Registration is available from 11:30 a.m.-12 noon. Please see the

attached brochure for more specific information. The program's content is intended to attract municipal and county elected officials, municipal and county executive and appointed staff members, and economic development professionals throughout Northeast and North Central Florida. We do hope that you or a member of your staff can attend.

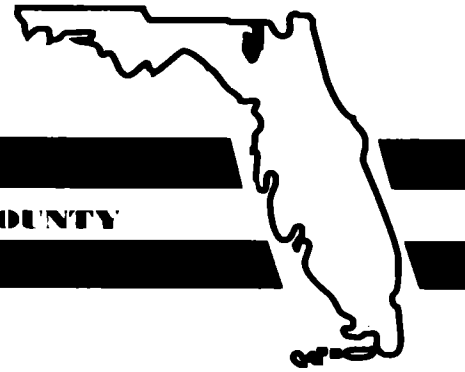
We greatly appreciate FPL's sponsorship of this tremendous program, including the speaker(s), who will present valuable and timely economic development information for all in our region. The registration form is attached and you may also find it on the NFEDP website (www.nfedp.com). You may fill it in online and return to me, or print it out and FAX it. We would like to know by June 6, 2012, if you can attend so we can tell the caterer how many to expect. Please feel free to forward this to those who might be interested. We hope to see you soon and hope we have a great turn out for this concise and informative seminar.

Best Regards,
Brenda



Brenda Green
bgreen@iog.fsu.edu
North Florida Economic Development Partnership
c/of Florida Institute of Government at Florida State University
3200 Commonwealth Blvd., Suite 7
Tallahassee, FL 32303
850-487-1870: Office
850-487-0041: Fax
850-922-8048: Personal Line

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

May 14, 2012

M E M O

TO: Board of County Commissioners

FR: Dale Williams, County Manager

RE: Supervisor of Elections –
Ballot on Demand Proposal

The Supervisor of Elections has proposed the purchase of a “Ballot on Demand” printing system for use in Columbia County elections. The Board of County Commissioners has requested additional information.

The system proposed would be purchased through Advanced Ballot Solutions and is based on the Balotar platform. Balotar is a product trade name. The system would consist of 12 printing systems and 5 laptops. The “system” consists of the print engine, printer, cart and input feeder.

The price to purchase the systems is \$186,300 plus \$.30 per ballot printed. The purchase price includes software license fees, supply of all consumables (toner, drums, belts, etc.) and hardware and software maintenance for a period of 4 years (2 election cycles). Based on prior ballot printing cost, this system will save approximately \$38,194 per election cycle.

Beginning with the 5th year, an annual software license fee of \$1,286 would apply. This would make the net election cycle savings approximately \$37,000. (The proposal is silent on the cost of consumables and maintenance after the 4th year; therefore, no expense was considered in year 5.)

Based on the data provided, the “payback” for the system, based on ballot printing savings, will occur in approximately 5 election cycles. Funds to purchase the system would come from General Fund contingency.

DW/cnb

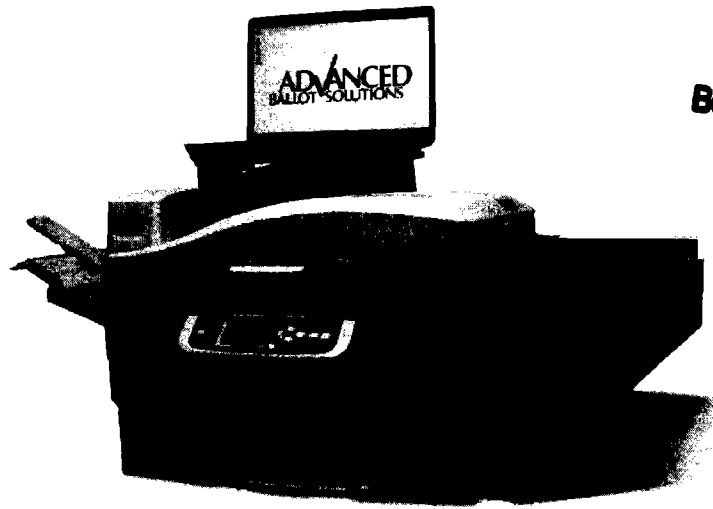
XC: Hon. Elizabeth Horne, Supervisor of Elections

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

**ADVANCED
BALLOT SOLUTIONS**

Meeting All Your
Printing & Postal Voting Needs

Balotar



RECEIVED

APR 20 2012

**Board of County Commissioners
Columbia County**

Consolidated Precinct/ Ballot on Demand Proposal

For

Columbia County

Balotar Platform

The Balotar is the flagship product for Advanced Ballot Solutions. It is an integrated, portable, highly secure printing system specifically designed to generate ballots-on-demand for governmental elections, eliminating the waste that typically occurs with absentee and early voting. The Balotar combines commercially available printing components that are integrated with proprietary hardware and software modifications that enable it to meet the demanding printing and audit needs of our election customers.

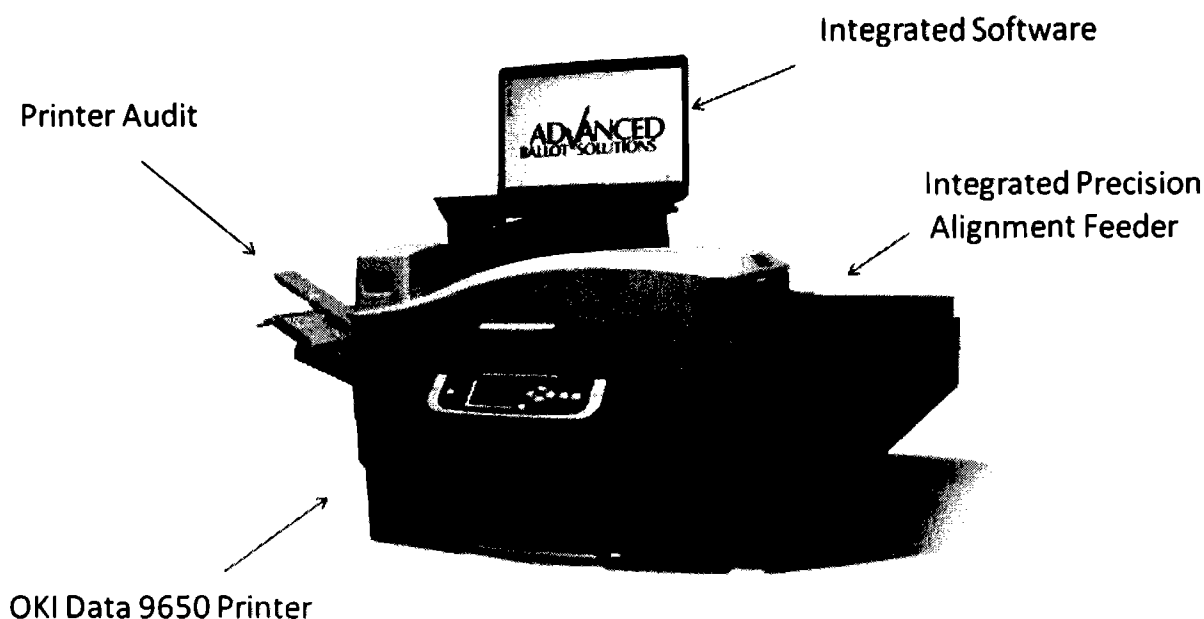
ABS offers two printer versions of the Balotar based on customer application requirements, volumes and size requirements:

- Heavy Duty Version
- Compact Version

Heavy Duty Version

Print Engine

The Heavy Duty Version utilizes the OKI 9650 print engine. This unit was chosen due to its ability to maintain alignment within the specifications required by all three major tabulation vendors- ESS, Premier and Sequoia Voting Systems. It is designed to print volumes up to 50,000 pages per month, making it a robust and reliable choice for the time sensitive printing needs of election officials. It is capable of simplex or duplex printing of sizes ranging from 8.5" X 11" up to 9.75" X 19" ballots, and is capable of handling paper stock from 20# bond up to 110# index. ABS utilizes firmware developed on the 9650 by Okidata to specifically address the integrity, audit and printing requirements of the Balotar.



Integrated Feed Tray

Successful Ballot on Demand Systems require that the printer maintain very tight registration alignment while printing the ballot. Moreover, this ability must remain consistent throughout the day as well as over the course of the entire election cycle. Our experience has shown that feeding ballot paper through a printer's standard cassette or multi-purpose tray presents unacceptable risks to this requirement. The Balotar system addresses this inconsistency through the use of our precision alignment tray. This proprietary feeder device mitigates these risks by incorporating:

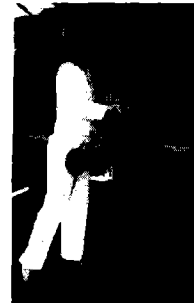
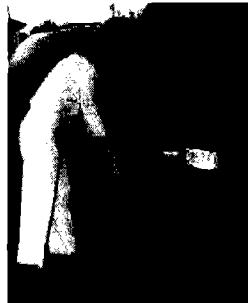
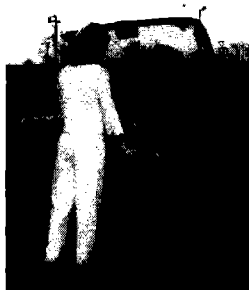
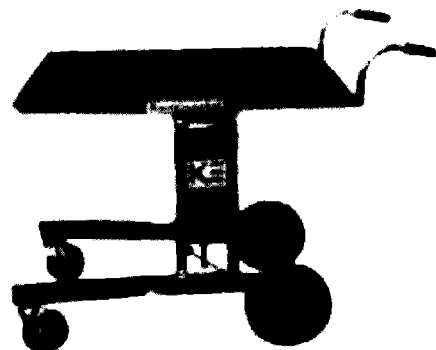
- Side guides along the entire length of the ballot to maintain accurate feeding
- Precise, three point adjustments on each side to allow exact setup and alignment of paper
- Locking adjustment mechanism on the side guides to ensure consistent feeding even after paper loading or if accidentally bumped
- Ruler guides on front and back of side guides to simplify in the adjustments and settings.

The feeder is attached directly to the frame of the OKI printer, allowing it to be used with any type of printer stand or cabinet. Additionally, this feed tray does not block any of the access areas of the printer and therefore does not require removal and re-alignment of the feed tray in order to clear jams in the duplex area.

This technology provides the highest level of certainty that our printing units will produce accurate, readable ballots from time of set up through the entire early and absentee voting cycle. It is flexible and easy to adjust, and eliminates the labor and time spent duplicating unreadable ballots due to inconsistent printing on existing systems.

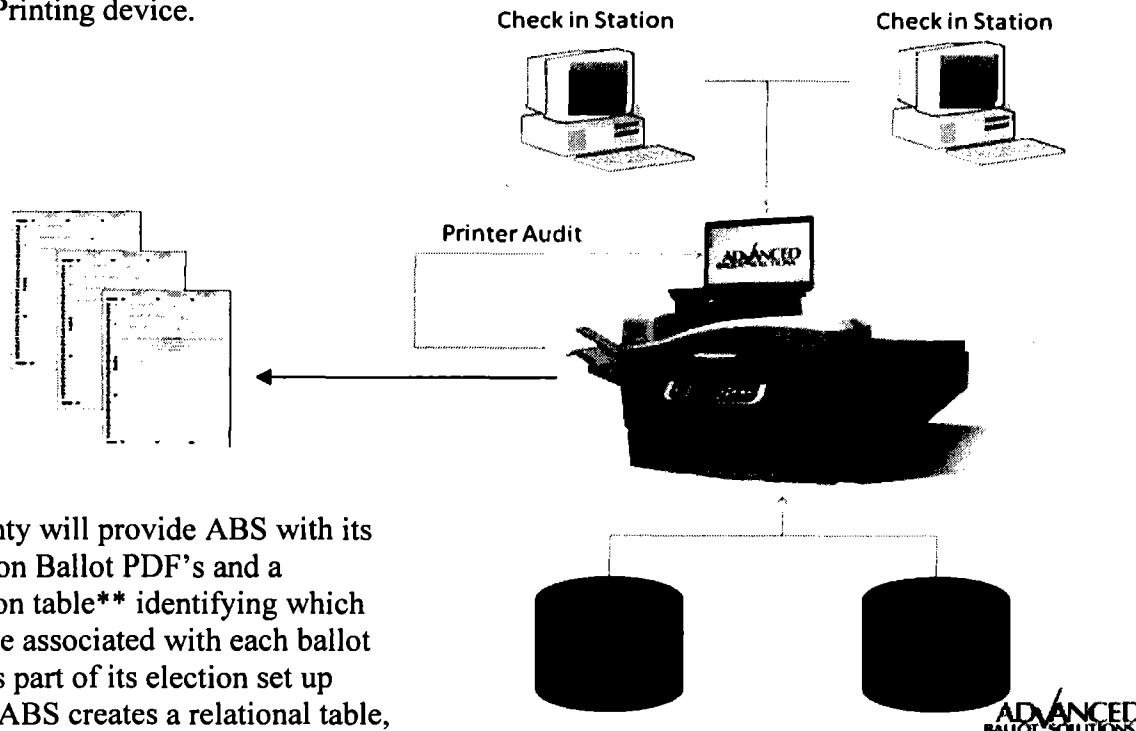
Compact Cart

The Compact cart is an ideal solution for the transporting of your Balotar to remote locations. It is designed to allow easy loading of your printing system into the back of a van or hatch back without requiring lifting. This cart offer a safer, less expensive and more flexibility method of transporting printers to Early Voting sites then heavy or integrated steel carts.



Integrated Software

Balotar's open architecture was designed to accept any type of text format, thereby allowing direct, automated communication and printing between a Voter Registration System and the Balotar Printing device.



The county will provide ABS with its Production Ballot PDF's and a correlation table** identifying which PDF's are associated with each ballot style. As part of its election set up process, ABS creates a relational table, encrypts the PDF's and loads them onto the Balotar Printing System. The Balotar's VR interface will be set up to recognize the specific fields and format of your DIMS Voter Registration File.. When a request is sent from the EViD, the Balotar will automatically print the specified ballots based on the style or precinct and split. The integrated printer audit provides feedback regarding print output.

Overprinting

The Balotar's software has the ability to automatically overprint text or images onto a completed PDF. This overprint can be statically applied, generated based on system information or created by data received from EIMS file. This information can be placed on the ballot or ballot stub, and can be customized based on the specific job being run. Examples of this include:

- Precinct identifier
- Ballot type (e.g. Absentee, Provisional, etc)
- Page identification mark-page "1 of 2", "2 of 2"
- Color bar
- Images

Scope of Services

Consumables & Materials Management

Supply of all consumables

- Printer toner
- Printer drums
- Printer fuser
- Printer transfer belts
- Printer waste toners
- Ballot stock

Materials management

- Ordering of supplies necessary to print anticipated volume
- Shipping of all consumables to BOE location

Customer is responsible for providing a storage area of adequate space and environmental conditions for stocking of supplies.

Hardware and Software Maintenance

Software Maintenance

- Technical software support hotline
- Installation of any new software updates
- Testing and validation of all software updates

Software maintenance and a non-exclusive, limited license to use the software is valid through the term of the contract.

Hardware Maintenance

- Technical support and repair of all hardware components
- Preventative maintenance on each Balotar system
- All labor
- Hardware Maintenance is valid through the term of the contract

Proposed Configuration/ Pricing

Equipment/ Software List

- 12 Balotar Printing Systems with the following:
- OKI Data 9650 Printer w/ Firmware upgrades
 - Compact Cart
 - Precision Input Feeder
- 5 Integrated Laptop (1 Per site)
- Single Request Software (Enterprise license)

Delivery, installation, set up and training

Pricing

There are two costs associated with implementation of our proposal:

- **Purchase and software license fees** as defined below
- **Ballot fee** for each ballot sheet printed, billed after commencement of each election

Purchase Fee: \$223,750

Multi- Unit/

Enterprise License Discount (\$37,450)

Final Price \$186,300

This fee includes all hardware as described in this proposal along with associated license fees for a term of 4 years.

Ballot Fees

A fee of \$.30 will be billed for each "Election Day" black and white ballot sheet printed when ABS supplied paper is used.

This ballot fee includes all consumables and service support as outlined in the support services section of this proposal.

A ballot sheet is defined as a sheet of paper up to a total length of 19", regardless of whether printed on 1 or 2 sides. Ballot usage will be determined by the Balotar print audit software, which will account for every ballot request, by ballot type, processed through the software for printing.

This payment is due within 30 days of invoicing, which will occur within 7 days after each election date.

End of contract options

1. Terminate agreement
2. Upgrade part or all of existing system, for which new purchase/ software license fees would apply.
3. Continue to use the existing Balotar system. There is an annual software license fee in the amount of \$1,286 in addition to the ballot fees previously described. This annual renewal is valid for up to 4 years after initial contract expires. .

Cost Savings

Election Day Ballots	# ballots	Cost per ballot	Total Ballots ordered	Actual ED Turnout
2008 PPP	1	\$0.32	65,000	9,007
2008 Primary	1	\$0.32	74,300	8,414
2008 General	1	\$0.32	80,500	9,834
2010 Primary	1	\$0.25	36,000	5,179
2010 General	1	\$0.25	38,550	9,517
4 yr cycle total			294,350	41,951

Election Day Ballots	Ballot Cost Current Method	Ballot Cost Proposed Method	Savings
2008 PPP	\$20,800	\$2,702	\$18,098
2008 Primary	\$23,776	\$2,524	\$21,252
2008 General	\$25,760	\$2,950	\$22,810
2010 Primary	\$9,000	\$1,554	\$7,446
2010 General	\$9,638	\$2,855	\$6,782
4 yr cycle total	\$88,974	\$12,585	\$76,388

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/23/12

Meeting Date: 6/7/12

Name: David Kraus

Department: Safety Division

1. Nature and purpose of agenda item: Discussion of funds donation by Lake City
Internet Services, LLC to the Columbia County Fire Department.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? ☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

Account: _____

Account: _____

\$ _____

For Use of County Manger Only:

☐ Consent Item ☐ Discussion Item

Lisa Roberts

From: Marlin Feagle [leagle@bellsouth.net]
Sent: Tuesday, May 22, 2012 10:01 AM
To: Lisa Roberts
Subject: RE: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)

Lisa,I see not problem with doing that.We do need to have the Board approve it.

From: Lisa Roberts [mailto:lisa_roberts@columbiacountyfla.com]
Sent: Tuesday, May 22, 2012 9:26 AM
To: 'Marlin Feagle'
Subject: RE: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)

Marlin:

The Internet Service would require after each donation the County to write a letter acknowledging acceptance of the donation for their tax purposes and have requested a picture with the county manager.

Lisa

From: Marlin Feagle [mailto:leagle@bellsouth.net]
Sent: Tuesday, May 22, 2012 9:06 AM
To: Lisa Roberts
Subject: RE: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)

Lisa,I see not legal reason the county cannot accept the donation.We want to make sure there is no obligation to Columbia County and the notice does not use the county's logo or otherwise imply the county is in any way sponsoring or recommending this business above others.Since it would constitute a gift to the county it should be approved by the Board on consent agenda unless a commissioner wishes to discuss it.Marlin

From: Lisa Roberts [mailto:lisa_roberts@columbiacountyfla.com]
Sent: Tuesday, May 22, 2012 8:16 AM
To: 'Marlin Feagle'
Subject: FW: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)

Marlin:

Here is the original e-mail of request from Internet Services.

Lisa

From: Lisa Roberts
Sent: Thursday, May 03, 2012 10:54 AM
To: 'Marlin Feagle'
Subject: FW: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)

Marlin:

Here is the e-mail I sent you on March 28, 2012 regarding the Internet Services letter to review.

5/22/2012

Lisa

From: Lisa Roberts
Sent: Wednesday, March 28, 2012 10:40 AM
To: 'Marlin Feagle'
Cc: Dale Williams
Subject: FW: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)

Marlin:

Michael Graham would like to donate funds from his internet service business to the Columbia County Fire Department as you will see from his letter of request attached. As I understand from the Tax Collector's office this business is a computer gambling service located off U.S. 90 West and they are required to donate a portion of their revenues generated by the internet service to non-profits. If the internet services makes the donation to the non-profit it is required to post an 8.5" X 11" thank you letter/picture inside the business and a 1' X 1' sign in their window that indicates the donation and the name of the charity or non-profit organization.

Prior to placing this item on the agenda of the Board, I would like you to review this request as to whether the county can legally accept the funds from the internet service for the intended purpose and whether the posting of the donation to a county department at the internet site is legal?

Thank you for your assistance in this matter.

Lisa

From: Beth Graves (Google Docs) [<mailto:bethgraves.avBK@alliedinternetservices.net>]
Sent: Wednesday, March 28, 2012 9:11 AM
To: Lisa Roberts
Subject: Proposal Letter to Columbia County (lisa_roberts@columbiacountyfla.com)



Attached: Proposal Letter to Columbia County

Message from bethgraves.avBK@alliedinternetservices.net:

Lisa - Attached is the Proposal Letter to Columbia County that Michael Graham spoke to you about.

Thank you.
Beth Graves

Google Docs makes it easy to create, store and share online documents, spreadsheets and presentations.

Google docs

LAKE CITY INTERNET SERVICES, LLC



March 27, 2012

Attn: Ms. Lisa K.B. Roberts
Assistant County Manager, BOCC Columbia County FL
PO Drawer 1529
Lake City, FL 32056-1529

RE: Proposal for Annual Donation to Support Volunteer Fire Department

Dear Lisa,

It was a pleasure to meet with you today and I appreciate your time!

As I mentioned, our company has always donated to veterans through Allied Veterans, and we continue to give to that cause. However, we would also like to give back more to our local community, and as we are not actually located in the city, that would be Columbia County.

We understand how important first responders are in times of need, and so the Columbia County Volunteer Fire Department came to mind as a very worthy cause.

Naturally we would like our customers to know that their purchases are what is really helping, and would like to post an 8.5" x 11" thank-you letter / picture with an oversized check inside the business, and a 1' x 1' decal in our window that indicates this to them. It would say something to the effect of "We support the Columbia County Volunteer Fire Department - thank you for helping!"

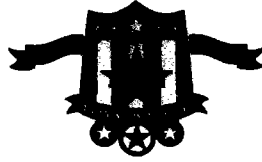
This sign would be posted for one year from the time of the first donation of \$5,000. If agreeable to the County, we would make this an annual donation and keep the sign in the window! Alternatively, we could provide a monthly check for \$500 and make this a monthly commitment per the window sign & donation.

Please do not hesitate to contact me with any questions or concerns at 386-385-8387, and I thank you and the Board for taking the time to review this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Roberts". The signature is stylized with a large, bold "M" and "R".

LAKE CITY INTERNET SERVICES, LLC



Michael W. Graham



May 15, 2012

Columbia County, Florida
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32506
Attention: Commissioner Scarlet Frisina

Re: Building and Ambulance Lease Renewal Request

Honorable Scarlet Frisina:

Lifeguard Ambulance Service of Florida, LLC considers it an honor and a privilege to provide ambulance services to the citizens of Columbia County. Over the past year, Lifeguard worked hard to improve ambulance response times, by implementing and executing deployment strategies that increased access to the community. Lifeguard increased the number of ambulances deployed within the county by 25%, ultimately resulting in the addition of over 40-new jobs brought to Columbia County.

Lifeguard is excited about the opportunity to continue working closely with internal and external stakeholders in the coming years to make the Columbia County EMS system World Class. Lifeguard respectfully requests to exercise its option to renew all commercial building and ambulance lease agreements currently in place in support of the mission to provide emergency and non-emergency ambulance services to the citizens of Columbia County. The request is for a standard renewal with no additions, deletions or changes to the current agreement.

Please feel free to contact me directly at (850) 777-4734 for additional clarification or any questions you may have.

Respectfully,



Jason L. Kimbrell, MSM- Regional Executive

Dale Williams

From: Kim Landry (lifeguard)
Sent: Wednesday, May 16, 2012 2:58 PM
To: Scarlet Frisina
Cc: Dale Williams
Subject: Medical Director Contract Renewal
Attachments: Columbia County Med Director Contract 2011.pdf

*6/17/12
Agenda*

Good Afternoon

Just a reminder, my contract as Columbia County's Medical Director is up for renewal this July. In the current economic challenges, I will not be asking for any increase in compensation. If you have any questions, please feel free to call me. I am thoroughly enjoying this position and will continue to work in making Columbia County EMS one of the top rated counties in the state for advanced EMS services to its citizens. I look forward to continued service to the county and will always consider what is in the patient's best interest. Thank you for the opportunity to serve Columbia County.

Kim Landry, M.D.
Chief Medical Officer
Lifeguard Ambulance Service

850-983-3000 Office
850-982-9384 Cell
Kim.Landry@LifeguardAmbulance.com



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MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made and entered into this 8th day of Sept., 2011, between **KIM M. LANDRY, M.D., P.A.**, whose mailing address is 405 Waterford Lane, Gulfbreeze, Florida 32561, hereinafter referred to as "Medical Director," and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County."

RECITALS

WHEREAS, Medical Director is owned, operated and managed by Kim M. Landry, a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the Medical Director for the Emergency Medical System of County; and

WHEREAS, County desires to contract with Medical Director for the purpose of providing medical director services to County as more specifically set forth herein; and

WHEREAS, Medical Director will be an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Medical Director and no payroll or other taxes withheld as Medical Director is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SERVICES**. Medical Director agrees to perform the professional services as Medical Director for County as provided herein.
3. **MEDICAL DIRECTOR'S DUTIES AND RESPONSIBILITIES**. The Medical Director shall promulgate clinical protocols, provide clinical direction and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. The Medical Director shall supervise and assume direct responsibility for the clinical oversight of the Columbia County Emergency Communications Center (EMD), Fire Department First Responders, EMTs, and Paramedics operating as part of the public safety system. All County EMS system providers granted a COPCN or entering into an agreement with County shall be required to fall under the authority of, and shall abide by, all medical protocols authorized by the County Medical Director. The duties of the Medical Director shall be as follows:

A. EMS System Oversight and Clinical Supervision.

(1) Provide clinical supervision to all first responders, emergency medical technicians (EMTs), paramedics, and emergency medical dispatchers (EMDs) comprising the public safety system in Columbia County.

(2) Participate on scene calls with EMS crews for a minimum of four (4) hours semi-annually.

(3) Provide two (2) hours monthly in the Emergency Management Communications Center for monitoring EMDs and configure and recommend changes to procedures and determinant levels used in the Medical Dispatch System to enhance local response.

(4) Meet with the chief officer or a designated representative of each BLS and ALS service providers at least once quarterly.

(5) Review and resolve medical issues that may arise from the EMS service providers.

(6) Commit a minimum of two (2) hours monthly to review current issues with EMS providers and the County Emergency Services Coordinator.

(7) Provide clinical supervision and direction to the Sheriff's Department's first response officers.

(8) Establish and maintain a working relationship with Medical Directors of Emergency Services agencies, including fire services, operating in Columbia County.

(9) Report to the Florida Bureau of Emergency Medical Services any EMT or paramedic who has had their privilege to provide patient care removed by the Medical Director. Such report of disciplinary action must include a statement and documentation of the specific acts of the disciplinary action.

(10) Provide availability of telephone support for EMS providers during medical incidents at the request of the primary response agency.

(11) Provide field response or phone support, as needed, during multiple casualty incidents at the request of the primary response agency.

(12) Support Public Facility AED Programs to include prescriptions for AED equipment.

(13) Support the agency designated by the County as a lead agency for Health and Medical, Emergency Support Function 8.

(14) Complete an Incident Management Command System course approved by the Emergency Management Division.

(15) Participate in local EMS Medical Advisory Board meetings.

(16) Maintain accessibility through a local cellular phone number, text and email.

B. Establish Standing Orders, Protocols and Standards of Care.

(1) Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.

(2) Develop and revised, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.

(3) Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.

(4) Assist all appropriate agencies of the County to the greatest extent possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and/or Board of County Commissioners.

(5) Work with emergency department directors to insure a community standard of care.

(6) Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

4. **COMPENSATION.** County shall compensate Medical Director the sum of \$45,000.00 per year, payable in four (4) equal quarterly installments (\$11,250.00 each) consistent with the County's fiscal year. This agreement shall be effective as of July 1, 2011 and Medical Director shall be paid in equal quarterly installments beginning October 1, 2011 and each quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

5. **INSURANCE.** Medical Director shall maintain during the term of this agreement the following insurance coverage:

a. Professional liability of no less than \$250,000.00 per claim and \$750,000.00 aggregate coverage to include emergency medical services.

b. Workers' compensation coverage in the statutory amounts as required by Florida law, unless Medical Director provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

6. **INDEMNIFICATION.** Medical Director, at its own expense, shall indemnify, defend and hold harmless the County from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Medical Director, its employees or subcontractors. This provision shall survive the termination of this agreement.

7. **TERM.** This agreement shall be effective as of July 1, 2011 and for the initial term of one (1) year thereafter ending June 30, 2012. This agreement may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of both parties. Either party may terminate this agreement with or without cause upon giving 30 days prior written notice to the other party. Medical Director's agreement to indemnify and hold harmless County and the provisions contained in paragraph 6 shall survive the termination of this agreement. Unless Medical Director is in default under this agreement, Medical Director shall be paid for all work performed prior to the termination of this agreement.

8. **GOVERNING LAW.** This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole exclusive venue for any legal action between the parties.

9. **PUBLIC RECORDS.** The parties acknowledge the County, as a political subdivision of the State of Florida, is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Medical Director shall, for a minimum of five (5) years from

the expiration or termination of this agreement, maintain all records resulting from this agreement which shall be made available to the County upon reasonable written request. County shall be responsible for reasonable costs of copying such public records.

10. **ATTORNEY FEES.** In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

KIM M. LANDRY, M.D., P.A.

Diane S. Edenfield
Witness

By: *Kim M. Landry*
Kim M. Landry (M.D.), President

DIANE S. EDENFIELD
Print or type name

Teri B. Brown
Witness
Teri B. Brown
Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 8th day of Sept., 2011, by **KIM M. LANDRY, M.D.**, as the President of **KIM M. LANDRY, M.D., P.A.**, a professional association, on behalf of the association, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARY
SEAL



Diane S. Edenfield
Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

Penny D. Stanley
Witness
Penny D. Stanley
Print or type name

Linda S. Howard
Witness
Linda S. Howard
Print or type name

COLUMBIA COUNTY, FLORIDA

By: Jody Dupree
Jody Dupree, Chairman

ATTEST: P. DeWitt Casan By Kelli Odell
P. DeWitt Casan, Clerk

(SEAL)

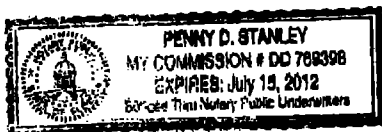
**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 15th day of Sept. 2011, by **JODY DUPREE**, as Chairman of the **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**, on behalf of the Board, who is personally known to me or who has produced a Florida driver's license as identification.

Penny D. Stanley
Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires: 7-15-2012



PLACE HOLDER

TARGET ECONOMIC DEVELOPMENT
PROJECT - FINAL WETLANDS
MITIGATION APPROVAL

SUPPORTING
DOCUMENTATION
WILL BE ADDED