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 Gail Garrard, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner T. Jack Byrd, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Lafayette County Attorney Leenette McMillan-Fredriksson.

BUDGET PROPOSALS

The following individuals made Budget Proposal presentations before the Board:

State Attorney – Jeff Siegmeister
Public Defender – Blair Payne
Maggie Labarton – Meridian Healthcare
Gloria C. Wimberley – Tax Collector
Brian Lamb – Sheriff
Pam Blackmon – Health Department
Travis Hart – Supervisor of Elections
Cindy Tysall – Library
Tim Walker – Property Appraiser

APPROVE THE MINUTES

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

TENTATIVE BUDGET HEARINGS

On a motion by Mr. Jones and a second by Mr. Hamlin, the Board voted unanimously to set the Tentative Budget Hearing for Tuesday, September 10, 2013 at 6:00 p.m. On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to set the Final Budget Hearing for Monday, September 23, 2013 at 5:30 p.m.

TENTATIVE MILLAGE RATE

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to set the tentative millage rate at 9 mills.

EMS

On a motion by Mr. Jones and a second by Mr. Hamlin, the Board voted unanimously to authorize the expenditures on the EMS Grant per Trevor Hicks, EMS Director. On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to approve Mike Broshar as a part time paramedic.

LANCE BRASWELL - COUNTY HEALTH INSURANCE

Mr. Lance Braswell discussed the County Health Insurance rates with the Board. On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to offer 2 plans to county employees; the existing plan and one more that the Board will keep at the same rate.

SET PUBLIC HEARING FOR ROAD CLOSING PETITION

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to set a Public Hearing for a Road Closing Petition by Carla Brock for Monday, August 26, 2013 at 6:00 p.m.

CONTRACT FOR MEDICAL EXAMINER SERVICES

On a motion by Mrs. Garrard and a second by Mr. Jones, the Board voted unanimously to approve a proposed contract for Medical Examiner Services with the District II office in Leon County.

CONSIDER WRITTEN PROPOSALS FOR GRANT ADMINISTRATIVE SERVICES

The Board considered written proposals for Grant Administrative Services. On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to table this issue to review all proposals and set for a special meeting on Thursday, July 25, 2013 at 12:00 p.m. to award the bid.

APPROVE THE BILLS

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

General Fund - \$64,502.15 Emergency 911 Fund - \$568.26 Courthouse Renovation Reserve Fund - \$1,903.64

SCOTT SADLER – ROAD DEPARTMENT

On a motion by Mrs. Garrard and a second by Mr. Jones, the Board voted unanimously to approve the purchase of 480' of culverts in the amount of \$11,292.00 to finish the FEMA project.

On a motion by Mrs. Garrard and a second by Mr. Byrd, the Board voted unanimously to approve a request from the Lafayette County School Board to create a new bus route behind Lafayette County Elementary School.

ADJOURN

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

ance Lamb, Chairmar

Attest:

Ricky Lyons, Clerk

Approved this 12th day of August, 2013.

THIS AGREEMENT dated this day of August, 2013, by and between LAFAYETTE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the DISTRICT MEDICAL EXAMINER, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, David Stewart, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Lafayette County is located in Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Tallahassee Memorial Hospital has morgue facilities available for use by the medical examiner, and the District Medical Examiner has an agreement with Tallahassee Memorial Hospital to utilize such facilities;

NOW, THEREFORE, the parties hereto agree as follows.

1. <u>SERVICES TO BE PROVIDED</u>

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
 - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

ATTACH

AGREEMENT BETWEEN LAFAYETTE COUNTY AND DISTRICT 2 MEDICAL EXAMINER

- v. To provide Lafayette County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify Lafayette County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify Lafayette County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

2. <u>TIME</u>

The contract shall be for a period of one (1) year, commencing on August 1, 2013, and shall continue until July 31, 2014. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month. These accounts are: Medical Examiner Professional/Administrative Services; Medical Examiner Transportation, and Tallahassee Memorial Hospital.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement.

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of Lafayette County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. Lafayette County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Lafayette County, the City of Lafayette, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of,

because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contactor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, telegram, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Lafayette County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, end effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

- a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.
- b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.
- c. The District 2 Medical Examiner's Office shall comply with Title Vi of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.
- d. It is expressly understood that upon receipt of evidence or of such discrimination, Lafayette County may terminate this Agreement for cause.

15. <u>ALTERATIONS, VARIATIONS, REDUCED TO WRITING</u>

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Al Parker, Administrator KWB Pathology Associates 1899 Eider Court Tallahassee, FL 32308 Tel: (850) 878-5143

Fax: (850) 942-6622

For Lafayette County:
Ricky Lyons, Clerk of the Board
POB 88
Mayo, FL 32066

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

Book **34** Page **009**

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

. ^	DISTRICT MEDICAL EXAMINER
WITNESS: Al Parker	BY: Now Strat DAVID STEWART, M.D.
y / ///	DAVID STEWART, M.D. _DATE: 8/5/13
	(CORPORATE SEAL)
	"COUNTY" BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA BY: Jame Jal
	PRINT: Lance Lomb
	TITLE: Chauman BUL
	DATE: 7-11-43

ATTEST:

LAFAYETTE COUNTY CLERK OF THE BOARD

By:

Ricky Lyons Clerk of the Board Lafayette County, Florida

DATE: 7-22-73

Exhibit "A"

Autopsy		Book 34 Page 011
Pathologist Fee	\$1,146.00	
Morgue Assistant	\$1,146.00 \$182.10	
Use of Morgue Facilities	\$321.30	
Processing Fee & Storage, Photo	\$117.80	
Total=		
. 0.01	4 1,1 01 .20	
External Examination (No Autopsy)		
Pathologist Fee	\$364.10	
Morgue Assistant	\$182.10	
Total=	\$546.20	
·		
Family Requested (Private Autopsy)		
Pathologist Fee	\$3,170.20	
Morgue Assistant	\$182.10	
Use of Morgue Facilities	\$321.30	
Processing Fee, Storage, & Photo	<u>\$182.10</u>	
Total=	\$3,855.70	
Potential Additional Charges:		
Toxicology Services	At Cost	
Toxicology Handling Fee - Per Case	\$21.40	•
Radiology Services	At Cost	
X-ray Handling Fee	No Charge	
Other TMH Services (Labs, Etc.)	At Cost	
Professional (Photo Duplication, Etc.)	At Cost	
Body Transport Services	At Cost	
Miscellaneous Charges		
Brain Only Removal for University/Mayo	\$299.90	
Brain Only (Gross and Microscopic)	\$1,199.50	
Cremation Approval (Billed to County)	\$32.10	
Death Certificate Preparation	\$61.20	
Limited Investigation	\$64.30	
Testimony/Expert Witness Fee	********	
Per Hour (Minimum One Hour)	\$182.10	: 1
Civil Cases Per Hour (Min One Hour)	\$471.20	

Conference with Attorneys, Travel, Etc.

Per Hour (Minimum One Hour)
Civil Cases Per Hour (Min One Hour)

\$182.10 \$471.20

Book **34** Page **012**

Copies of Records- Per One-Sided Page

Per Florida Statute 119.07, an additional charge may be added for extensive labor or technology required to copy a specific record.

\$0.15

Lafayette County (GNF)

Check Number	Check Date	Vendor Number	Nama		Obsale A	Ob 1. ~
	-		Name		Check Amount	Check Type
050222	7/22/2013	AGS	All Green Services, LLC		457.50	
050223	7/22/2013	BMC	Betty Mills Company		107.5 7	Auto
050224	7/22/2013	BSW	Blue Summit Waters, LLC		208.10	Auto
050225	7/22/2013	CARD	Card Services		94.99	Auto
050226	7/22/2013	ETR	ETR, LLC.		497.60	Auto
050227	7/22/2013	HASI	Hamlin Auto Supply, Inc		350.54	Auto
050228	7/22/2013	JED	James E Davis		20,500.00	Auto
050229	7/22/2013	JLE	John's Lawn Equipment		87.74	Auto
050230	7/22/2013	ODCG	Overhead Door Company of Gaine		677.50	Auto
050231	7/22/2013	QC	Quill Corporation		286.81	Auto
050232	7/22/2013	QMC	Quick Med Claims		752.07	Auto
050233	7/22/2013	SCL	Suwannee County Landfill		12,120.79	Auto
50234	7/22/2013	SON	Sonitrol		170.57	Auto
050235	7/22/2013	SSI	Sage Software, Inc.		1,999.20	Auto
50236	7/22/2013	W	Verizon Wireless		387.62	Auto
50237	7/22/2013	A3G	A3 Graphics		150.00	Auto
50238	7/22/2013	APS	Alachua Pest Services, LLC		435.33	Auto
50239	7/22/2013	BR	Blue Rok, Inc.		2,589.36	Auto
50240	7/22/2013	втм	Bound Tree Medical, LLC.		188.46	Auto
50241	7/22/2013	DA	Darabi & Associates		1,027.38	Auto
50242	7/22/2013	DDF	DDF Consulting Group, Inc.		290.00	Auto
50243	7/22/2013	DE	Duke Energy		3,632.87	Auto
50244	7/22/2013	FUCF	Florida Unemployment Comp Fund		1,650.00	Auto
50245	7/22/2013	GLC	Greatamerica Financial Service		102.08	Auto
50246	7/22/2013	HRA	Harold R Arthur DMD, PA		698.00	Auto
50247	7/22/2013	JDC	John Deere Credit		1,114.00	Auto
50248	7/22/2013	JPB	Nature Coast Services, LLC		400.00	Auto
50249	7/22/2013	LCHD	Lafayette County Health Dept.		5,251.00	Auto
50250	7/22/2013	MBH	Meridian Behavioral Healthcare		3,500.00	Auto
50251	7/22/2013	ME	Mowrey Elevator Co of FL		238.22	Auto
50252	7/22/2013	MP	Mayo Postmaster		276.00	Auto
50253	7/22/2013	PPETS	Pridgeon's Power Equipment &			Auto
50254	7/22/2013	QC	Quill Corporation		17.48	Auto
50255	7/22/2013	TCI	Tri-County Irrigation, Inc.			Auto
50256	7/22/2013	W	Windstream			Auto
50259	7/22/2013	BR	Blue Rok, Inc.			Auto
50260	7/22/2013	втм	Bound Tree Medical, LLC.			Auto
0261	7/22/2013	СН	Certified Hydraulics, Inc.			Auto
0262	7/22/2013	DE	Duke Energy			Auto
0263	7/22/2013	GLC	Greatamerica Financial Service			Auto
0264	7/22/2013	MTG	Matheson Tri-Gas Inc.			Auto
0265	7/22/2013	SVE	Suwannee Valley Electric			Auto
0266	7/22/2013	TCI	Tri-County Irrigation, Inc.			Auto
0267	7/22/2013	W	Windstream	Dank A Tatal		Auto
				Bank A Total:	71,141.81	
				Report Total:	71,141.81	

Run Date: 7/22/2013 3:11:48PM

A/P Date: 7/22/2013

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 22 ND DAY OF JULY, 2013.

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE **COURTHOUSE RENOVATION RESERVE FUND**.

FROM THE FIRST FEDERAL SAVINGS BANK, ON JULY 22, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
BETTY MILLS CERTIFIED PLUMBING & ELECT WOLFE PLUMBING CITY ELECTRIC SUPPLY BANK OF NEW YORK	MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF DEBT SERVICE	519-460 519-460 519-460 519-460 519-620		\$ 154.15 \$ 1,625.49 \$ 124.00 \$ 96.35 \$ 119,315.00
		,		
TOTAL				\$ 121,314.99

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF JULY, 2013.

Janest & Jours

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

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

FROM THE LAFAYETTE COUNTY STATE BANK, ON JULY 22, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AM	TNUC
SUWANNEE VALLEY ELECTRIC	UTILITIES	552-430		\$	90.33
TOTAL				\$	90.33

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY, BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF JULY, 2013.

Jan Janl
Jail 7. Januard

Listy O Homest
Formest J. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

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

FROM THE FIRST FEDERAL BANK, ON JULY 22, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
				-
STATE OF FLORIDA	COMMUNICATIONS	526-410		\$ 568.26
TOTAL				\$ 568.26

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY, BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF JULY, 2013.

Jail 7. Janas

Jarlis 3 Hambin

Jarnest S. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE **TRANSPORTATION IMPROVEMENT FUND**.

FROM THE LAFAYETTE COUNTY STATE BANK, ON JULY 22, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
THE BANK OF NEW YORK TRUS	DEBT SERVICE	541-610		\$ 193,505.50
ı				
i				
TOTAL		Ì	}	\$ 193,505.50

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF JULY, 2013.

Jail 7. Januaro Justo Jameiro Lach 13 y Jones Carnest S. Jones