

CITY COUNCIL RESOLUTION NO. 2022-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COLBY REDFIELD, M.D., AN INDIVIDUAL, TO SERVE THE CITY AS THE CITY FIRE DEPARTMENT MEDICAL DIRECTOR FOR THE CITY EMERGENCY MANAGEMENT DISPATCH SYSTEM; PROVIDING FOR AN ANNUAL FEE OF \$20,000.00; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to appoint a City Fire Department Medical Director for the City Emergency Management Dispatch System; and

WHEREAS, Colby Redfield, M.D. (hereinafter "Redfield") has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; and

WHEREAS, to memorialize the services to be provided by Redfield, the City and Redfield desire to enter into the *Medical Director Agreement Between the City of Lake City, Florida and Colby Redfield, M.D.* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to enter into the Agreement with Redfield pursuant to and in accordance with the terms, provisions, conditions, and requirements of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City hereby appoints Redfield to serve as the City Fire Department Medical Director for the City Emergency Management Dispatch System for the City.

Section 3. The City Council is hereby authorized to enter into the Agreement with Redfield for his services effective October 1, 2022, at an annual fee of twenty thousand dollars and zero cents (\$20,000.00), payable in four (4) equal quarterly installments of five thousand dollars and zero cents (\$5,000.00)

each beginning December 1, 2022, and each calendar quarter thereafter during the term of the Agreement.

Section 4. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided, however, that any such changes or modifications shall not cause the payment to Redfield to exceed the Agreement Price. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Redfield shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent.

Section 6. Effective date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**MEDICAL DIRECTOR AGREEMENT BETWEEN THE CITY OF LAKE CITY,
FLORIDA AND COLBY REDFIELD, M.D.**

THIS AGREEMENT made and entered into this ____day of _____ 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Colby Redfield, M.D. (License ME126222), having a primary practice address of 1300 Miccosukee Rd., Tallahassee, Florida 32308 (herein referred to as "Dr. Redfield").

RECITALS

WHEREAS, Dr. Redfield is a medical doctor licensed and authorized to practice medicine in the State of Florida; and

WHEREAS, the City desires to contract with Dr. Redfield for the purpose of providing Dr. Redfield services to the City as more specifically set forth herein; and

WHEREAS, Dr. Redfield has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Medical Dispatch System; and

WHEREAS, Dr. Redfield is an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Dr. Redfield and no payroll or other taxes withheld as Dr. Redfield 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 all true and correct and are incorporated into and made a part of this Agreement.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

b. "CONTRACT" means the terms, conditions, and covenants expressed herein (hereinafter referred to as the "Contract" or "Agreement"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding.

c. "CONTRACTOR" means the individual or firm offering

professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services as the City Fire Department Medical Director for the City Emergency Management Dispatch System, but not limited to, the services and responsibilities listed within the Agreement.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by Dr. Redfield or one of its sub-contractors in providing and performing the professional services, work and materials for which Dr. Redfield is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between Dr. Redfield and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Services:** Dr. Redfield agrees to perform the professional services as Medical Director for the City as provided for herein.

4. **Medical Director's Duties and Responsibilities:** Dr. Redfield shall promulgate clinical protocols, provide clinical direction, and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. Dr. Redfield shall supervise and assume direct responsibility for the clinical oversight of the City Emergency Medical Dispatch System, Fire Department First Responders, EMTs, and Paramedics operating as part of the City Emergency Medical Dispatch System. All City Fire Department First Responders, EMTs, and Paramedics operating as part of the Emergency Medical Dispatch System shall abide by all medical protocols authorized by Dr. Redfield. The duties of Dr. Redfield shall be as follows:

- a. Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.
- b. Develop and revise, 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.
- c. 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.
- d. Assist all appropriate agencies of the City 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 City Council.

e. Work with emergency department directors to insure a community standard of care.

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

5. **Compensation:** City shall pay Dr. Redfield the sum of twenty thousand dollars and zero cents (\$20,000.00) per year, payable in four (4) equal quarterly installments of five thousand dollars and zero cents (\$5,000.00) each beginning retroactively to October 1, 2022, and each calendar quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

6. **Insurance:** Dr. Redfield 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 Dr. Redfield provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

7. **Indemnity:** Dr. Redfield is an independent contractor and agrees

to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Dr. Redfield or his agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Term of Contract:** The initial term of this agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023. This Contract may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of the parties. Either party may terminate this Contract with or without cause upon giving thirty (30) days prior written notice to the other party. Dr. Redfield's agreement to indemnify and hold harmless City and the provisions contained in paragraph 7 shall survive the termination of this Contract. Unless Dr. Redfield is in default under this Contract, Dr. Redfield shall be paid for all work performed prior to the termination of this Contract.

9. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal

or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Dr. Redfield arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

10. **Liability:** Dr. Redfield shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of Dr. Redfield, or by any subcontractor engaged by Dr. Redfield in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by Dr. Redfield's negligent performance of any of its obligations contained in this Contract. Dr. Redfield shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of Dr. Redfield's errors, omissions, negligence, breaches of contract or delays, or those of any and all subcontractors engaged by Dr. Redfield during the providing, performing and furnishing of services or materials pursuant to this Contract.

11. **Licenses and Compliance with Regulations:** Dr. Redfield agrees

to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Dr. Redfield pursuant to this Contract.

Dr. Redfield agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Dr. Redfield for the City, and by any sub-contractor engaged by Dr. Redfield.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** Dr. Redfield shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. Dr. Redfield shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** Dr. Redfield shall comply with all public records laws.

a. IF DR. REDFIELD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DR. REDFIELD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

b. Dr. Redfield shall comply with public records laws, specifically
Dr. Redfield shall:

- 1) Keep and maintain public records required by the City to perform the services.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if Dr. Redfield does not transfer the records to the City.

If Dr. Redfield considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Dr. Redfield must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that Dr. Redfield claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

- 4) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of t Dr. Redfield or keep and maintain public records required by the City to perform the service. If Dr. Redfield transfers all public records to the City upon completion of the contract, Dr.

Redfield shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Dr. Redfield keeps and maintains public records upon completion of the contract, Dr. Redfield shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 5) Failure of Dr. Redfield to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-verify:** As applicable and as a condition precedent to entering into this Contract, and in compliance with Section 448.095, Florida Statutes, Dr. Redfield and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Dr. Redfield shall require each of its subcontractors to provide Dr. Redfield with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Dr. Redfield shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Dr. Redfield, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Dr. Redfield otherwise complied, shall promptly notify Dr. Redfield and Dr. Redfield shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. Dr. Redfield acknowledges that upon termination of this Contract by the City for a violation of this section by Dr. Redfield, Dr. Redfield may not be awarded a public contract for at least one (1) year. Dr. Redfield further acknowledges that Dr. Redfield is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Dr. Redfield or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Dr. Redfield shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set

forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Agreement and all addendum, and all attachments thereto. With those incorporations, this Contract constitutes the entire agreement between City and Dr. Redfield and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by City and Dr. Redfield that the effective date is that date first written above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

COLBY REDFIELD, M.D.

By: _____
Colby Redfield, M.D.