

CITY COUNCIL RESOLUTION NO. 2021-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KIM M. LANDRY, M.D., P.A., A FLORIDA FOR-PROFIT PROFESSIONAL ASSOCIATION, AND KIM M. LANDRY, 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 re-appoint the most recently appointed City Fire Department Medical Director for the City Emergency Management Dispatch System; and

WHEREAS, Kim M. Landry, M.D., P.A. and Kim M. Landry, M.D. (hereinafter collectively "Landry, M.D.") has agreed to continue 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 Landry, M.D., the City and Landry, M.D. desire to enter into the *Medical Director Agreement Between the City of Lake City, Florida, Kim M. Landry, M.D., P.A. and Kim M. Landry, 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 Landry, M.D. 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 re-appoints Landry, M.D., 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 Landry, M.D. for his services effective July 1, 2021, 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 October 1, 2021, 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 Landry, M.D. 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 Landry, M.D. 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.

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FLK/mr
07/08/2021

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 July 2021.

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

EXHIBIT A

MEDICAL DIRECTOR AGREEMENT
BETWEEN CITY OF LAKE CITY, FLORIDA,
KIM M. LANDRY, M.D., P.A. AND
KIM M. LANDRY, M.D.

THIS MEDICAL DIRECTOR AGREEMENT ("agreement") made and entered into this 1st day of July, 2021, between the **CITY OF LAKE CITY, FLORIDA**, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 herein referred to as "City"; **KIM M. LANDRY, M.D., P.A.**, a professional association, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry P.A.", and **KIM M. LANDRY, M.D.**, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry M.D.".

RECITALS

WHEREAS, Landry P.A. is owned, operated, and managed by Kim M. Landry, **M.D.** herein "Landry M.D.", a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the City Fire Department Medical Director for the City Emergency Medical Dispatch System; and

WHEREAS, City desires to contract with Landry P.A. and Landry, M.D. (herein collectively "Medical Director") for the purpose of providing medical director services to City as more specifically set forth herein; and

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

WHEREAS, Medical Director is 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 all true and correct and are incorporated into and made a part of this Agreement.

2. SERVICES. Medical Director agrees to perform the professional services as Medical Director for City as provided for 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 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 the 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 City 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 City 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 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/or City Council.

(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.** City shall pay Medical Director the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars per year, payable in four (4) equal quarterly installments of Five Thousand and 00/100 (\$5,000.00 Dollars) each beginning July 1, 2021, and each calendar 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 City 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.** The initial term of this agreement shall be for one (1) year beginning July 1, 2021 and ending June 30, 2022. This agreement 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 agreement with or

without cause upon giving thirty (30) days prior written notice to the other party. Medical Director's agreement to indemnify and hold harmless City 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. Landry M.D. shall comply with all public records laws.

IF LANDRY M.D., HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDRY M.D.'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

- A. Landry M.D., shall comply with public records laws, specifically Landry M.D., 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 this Chapter 119 of 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 Landry M.D., does not transfer the records to the City.

- (4) If Landry M.D., 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, Contractor 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 Landry M.D., claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
- (5) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Landry M.D., or keep and maintain public records required by the City to perform the service. If Landry M.D., transfers all public records to the City upon completion of the contract, Landry M.D., shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Landry M.D., keeps and maintains public records upon completion of the contract, Landry M.D., 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.
- (6) Failure of Landry M.D., 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.

The parties acknowledge the City, 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 City 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 City upon reasonable written request. City 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.

11. E-VERIFY. Landry M.D., is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure of Landry M.D., to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, Landry M.D., must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by Landry M.D., Landry M.D., may not be awarded a public contract for a period of ONE (1) year after the date of termination.

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

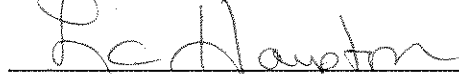
Signed, sealed and delivered
in the presence of:



Witness

Robert Sims

Print or type name



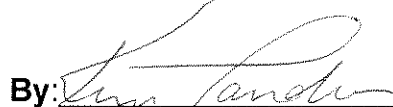
Witness

Lauren Hampton

Print or type name

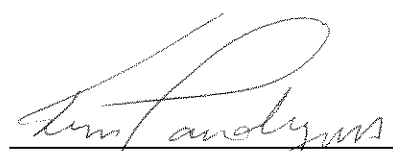
Witnesses as to Kim M Landry, M.D., P.A.
And Kim M. Landry, M.D.

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

By: 

Print: Kim M. Landry, M.D.

Title: President



KIM M. LANDRY, M.D.

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 13th day of July, 2021, 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.



Jeræ A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jeræ A. Blanton
Notary Public, State of Florida

My Commission Expires: 04/23/2022

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 13th day of July, 2021, by Kim M. Landry, M.D., who is personally known to me or who has produced a Florida driver's license as identification.



Jeræ A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jeræ A. Blanton
Notary Public, State of Florida

My Commission Expires: 04/23/2022