

**Board of County Commissioners
Gadsden County, Florida**

AGENDA

**Regular Public Meeting
October 1, 2013
6:00 p.m.**

Invocation, Pledge of Allegiance and Roll Call

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Awards, Presentations and Appearances

Clerk of Courts

1. County Finance and County Clerk Issues
(Nicholas Thomas, Clerk of the Courts)

Consent

2. Approval of Minutes
 - A. August 20, 2013 Regular Meeting
3. Ratification of Approval to Pay County Bills
4. Approval of Annual Contract Between Gadsden County and the Florida Department of Health for the Operation of the Gadsden County Health Department
(Robert Presnell, County Administrator / Aaron Kissler, Gadsden County Health Department Administrator - Health Officer)

Items Pulled for Discussion

Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit)

Public Hearings

5. Public Hearing – Escambia County Housing Finance Authority – Single Family Mortgage Revenue Bond Program for First Time Homebuyers
(Robert Presnell, County Administrator / Phyllis M. Moore, SHIP Administrator / C.J. Pipkins, Escambia County Housing)

General Business

6. Approval to Confirm the Appointment of the Planning and Community Development Director
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator)
7. Approval of the Appointment of Peter Patel to the Gadsden County Tourist Development Council
(Robert M. Presnell, County Administrator)
8. Approval of the Small County Outreach Program Agreement with the Florida Department of Transportation and Resolution #2013-018 for the Widening and Resurfacing of Lewis Lane
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)
9. Approval of Interlocal Agreements with Local Municipalities and the Gadsden County School Board for Road Maintenance and Special Project Activities
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)
10. Approval of Revised Fuel Services Interlocal Agreement
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)
11. Approval of Real Estate Sales Contract with Capital City Bank for the Acquisition of a New EMS Facility
(Robert Presnell, County Administrator / Tommy Baker, EMS Director)
12. Selection of Economic Development Services for Gadsden County
(Robert Presnell, County Administrator)

County Administrator

13. Update on Board Requests

County Attorney

14. Update on Various Legal Issues
(Deborah Minnis, County Attorney)

15. Recess BOCC Meeting and Reconvene for a Private Attorney-Client Session (Sumo Uno, Inc. vs. City of Midway, FL and Gadsden County, FL)
16. Reconvene the BOCC Meeting

Discussion Items by Commissioners

17. Report and Discussion on Public Issues and Concerns Pertaining to Commission Districts and Gadsden County:

Commissioner Taylor, District 5

Commissioner Holt, District 4

Commissioner Morgan, District 3

Commissioner Hinson, Vice Chairman, District 1

Commissioner Croley, Chairman, District 2

Motion to Adjourn

Receipt and File

18.
 - A. August 12, 2013 Letter From Quincy-Gadsden Airport Authority

October Meeting(s)

- October 15, 2013 (Regular Public Meeting at 6pm)

November Meeting(s)

- November 5, 2013 (Regular Public Meeting at 6pm)
- November 19, 2013 (Regular Public Meeting at 6pm)

**AT A REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS HELD IN AND FOR
GADSDEN COUNTY, FLORIDA ON AUGUST 20,
2013 AT 6:00 P.M., THE FOLLOWING
PROCEEDINGS WERE HAD, VIZ:**

Present: **Doug Croley-Chair, District 2**
 Eric Hinson-Vice Chair, District 1 (arrived late)
 Gene Morgan, District 3
 Brenda Holt, District 4
 Sherrie Taylor, District 5
 Nicholas Thomas, Clerk of Courts
 Robert Presnell, County Administrator
 Deborah Minnis, County Attorney
 Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

The Chair reminded everyone to please silence all cell phones. He then called the meeting to order at 6:00 p.m. He asked everyone to stand for the prayer and the Pledge of Allegiance to the U.S. Flag. Deputy Clerk, Marcella Blocker, took a silent roll call.

AMENDMENTS AND APPROVAL OF AGENDA

Chair Croley asked if there were any amendments to the Agenda.

Mr. Presnell stated that Mr. Buddy Peddie of the Sheriff's Department asked that his item (Item 12) be pulled from the agenda.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THE AGENDA AS AMENDED. (ITEM 12 BEING REMOVED)

AWARDS, PRESENTATIONS AND APPEARANCES

1. Presentation of Resolution 2013-016 Honoring the Life of Patricia Elaine Fletcher Vice

Mr. Presnell introduced the above item and stated it was a presentation of a Resolution honoring the life and the service of Mrs. Patricia Elaine Fletcher Vice. Chair Croley asked Commissioner Morgan to present the Resolution to the Family. The Resolution was read by Marcella Blocker and Commissioner Morgan then presented it to the family.

Commissioner Hinson arrived at this juncture of the meeting.

2. Recognition of 2012-13 High Performing School Principals

Mr. Presnell introduced the above item and stated this was in recognition of the "A" and "B" schools in Gadsden County. Chair Croley called Mr. Reginald James, Superintendent of Schools, forward and congratulated him on the success of the schools in the County. Plaques were then presented to the Principals or representatives of the schools. The schools being recognized were Stewart Street Elementary, Gretna Elementary, Gadsden Elementary Magnet School, Crossroad Academy Charter School, Chattahoochee Elementary School and Greensboro Elementary.

3. Down & Dirty Motorcycle Club 4th Annual Family & Friends Day

No-one was present regarding this item.

CLERK OF COURTS

4. County Finance and County Clerk Issues

Clerk Thomas stated in the packet there was a cash report that showed \$14,812,198.41 in the combined account and \$6.9 Million in General Funds, of which approximately \$5 Million was the General Fund Balance. He cautioned them that while this was a very good report, he would advise them to be careful. He added in looking at the current year and the 2014 Budget, they could project themselves to the 2015 budget and could see there might be some decisions they will need to consider to balance the budget then. Clerk Thomas gave accolades to the Board and the County Administrator and added that the Board had increased the general funds over the past 5 years, keeping ad valorem taxes at the same rate or lower and had made everything more efficient. He asked them to think a year in advance to enable him and the Finance Director to get an overview of where things stood with cash and said in the coming year, things would be reduced. He said that they would need to think about increasing the millage rate to balance the operating budget or using appropriating general fund balance, which is something that could not be done continuously, or cut back a little. He added in 2015 things would change and would be a little tighter for them.

Commissioner Taylor asked if the County was at \$5.3 Million at one time and Clerk Thomas stated yes but part of that money was restricted funds, that the \$4.9 Million could be used for any purpose.

Chair Croley asked if a Memorandum could be done to break down the figures to better help them understand the figures he gave them.

Commissioner Holt stated that no matter what, they had to look at economic development.

Commissioner Morgan said he appreciated the report and mentioned anyone could go on-line and get real-time figures. He added the economy was flat.

Chair Croley echoed his thanks for the Clerk presenting the report to the Board.

CONSENT

Commissioner Holt asked to pull Items 7 and 9.

Commissioner Morgan asked to pull Item 11.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA AS PRINTED. (ITEMS 5-6, 8 & 10)

5. Approval of Minutes

6. Ratification of Approval to Pay County Bills

7. ~~Approval to Award Bid Number 13-07 to Hodges Heating, Air Conditioning and Refrigeration to Provide HVAC Services for the County~~ ITEM PULLED FOR DISCUSSION

8. **Approval to Award Bid Number 13-12 to Rudd's Pest Control of Greensboro for Pest Control Services**
9. ~~Approval to Award Bid Number 13-13 to Gulf Atlantic Culvert Company, Inc. for Asphalt Coated Culvert Pipes~~ **Pulled for Discussion ITEM PULLED FOR DISCUSSION**
10. **Approval of the Mosquito Control Annual Certified Budget**
11. ~~Approval to Accept the FY 2013 Third Quarter Budget Status Report~~ **Pulled for discussion**
12. ~~Approval of New Road Names (Merganser Drive and Kingfisher Court)~~ **ITEM PULLED**

ITEMS PULLED FOR DISCUSSION

7. **Approval to Award Bid Number 13-07 to Hodges Heating, Air Conditioning and Refrigeration to Provide HVAC Services for the County**
 Commissioner Holt said she had discussed this item with the Manager and asked about hiring local people to help service the contracts and asked that the Board look at a point system to ensure hiring local contractors.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.

9. **Approval to Award Bid Number 13-13 to Gulf Atlantic Culvert Company, Inc. for Asphalt Coated Culvert Pipes**
 Commissioner Holt echoed this was the same thing in hiring local people.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, BEFORE THE VOTE WAS TAKEN, COMMISSIONER TAYLOR HAD QUESTIONS.

Commissioner Taylor asked Mr. Presnell if there was only one bidder for this item.

Mr. Presnell stated that historically they have two bids but only one had been received this time and he assumed the distance and hauling the pipe played a part in that.

Commissioner Taylor asked per the Board's policy, could they move forward with only one bid.

Mr. Presnell asked Mr. Lawson to come forward to answer the Commissioner's question.

Mr. Lawson appeared before the Board and stated yes.

THE CHAIR CALLED FOR THE VOTE AND THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.

11. **Approval to Accept the FY 2013 Third Quarter Budget Status Report**
 Commissioner Morgan had two comments; regarding the third quarter financials that they were

looking at, there was a 316% increase in debt service and a significant increase in capital projects of 183%.

Mr. Presnell asked Jeff Price to come forward to explain this item to the Board.

Mr. Jeff Price appeared before the Board and stated when the refinancing of the hospital loan was done, finance had to do a massive journal entry that caused the numbers to be that high and with capital projects, there were still some journal entries that need to be made for grants that were put in that are just now being done.

UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.

Clerk Thomas stated there should be budget amendments presented on the grants.

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

Ed Allen, 268 Chinquapin Way, Quincy, FL, appeared before the Board to speak on redistricting. He stated that under the Constitution of the State of Florida, Article VIII(e) stated "After each decennial census the board of county commissioners shall divide the County into districts of contiguous territory as nearly equal in population as practicable". He stated on April 16th, the Board failed to do their job by not redistricting. He added that the total sum of Gadsden County was 46,389 for an average population per district of 9,278 and District 1 was 16% over the recommended population and it goes to 9% under for District 4. He said the Board voted to not redistrict and he thought they needed to take another vote and be sure to do what the Constitution said to do.

PUBLIC HEARINGS

13. Public Hearing (Quasi-Judicial) Gussie's Garden Inn Assisted Living Preliminary Site Plan (SP-2011-02) (Tax Parcel ID # 3-10-2N-4W-0000-00134-04000)

A conceptual plan was filed in 2005 prior to the requirement of a Citizen's Bill of Rights. Therefore, the applicant's agent has asserted that a CBR meeting was not required. Bryan and Gwen Peacock-Kidd, of 18179 Blue Star Highway spoke at the Planning Commission meeting and had concerns over the addition traffic impacts and the need for a traffic signal at the intersection of US 90, W. Olean Street and Ben Bostick Road.

At the July 18th public hearing, the Planning Commission voted to approve the Gussie's Garden Inn Preliminary Site Plan with conditions based on the findings in the staff report and testimony presented at the public hearing.

Mr. Presnell stated this was for approval of preliminary site plan to allow the conversion of the existing warehouse facility into an assisted living facility.

Chair Croley asked if there was anyone who wished to speak for or against the matter and there was no-one.

Commissioner Holt said she had questions and asked that Mr. Harris and Jill Jeglie please come forward.

Jill Jeglie, Planning and Community Development Director, and Mr. Charlie Harris, Jr., 2255 Luten Road, Quincy, FL, stepped forward and were sworn in by the Deputy Clerk.

Commissioner Holt asked if he was willing to be in compliance with the required items from Planning and Zoning.

Mr. Harris stated he was.

UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.

GENERAL BUSINESS

14. Approval of Joint Economic Development Resolution 2013-015 with the Cities of Chattahoochee, Gretna, Midway and Quincy, the Towns of Greensboro and Havana, and Gadsden County

Mr. Presnell said this was a Joint Resolution of all the Municipalities and the County to be on board to move forward with economic development.

Chair Croley asked if there were any questions.

Commissioner Taylor stated this was something that needed to have been done years ago and was a great start and asked if the other cities and towns would be adopting the same resolution.

Mr. Presnell stated yes, some already have adopted this.

Commissioner Holt stated that realtors was an intricate part of this as people would call them when they were looking to re-locate, etc. to the area and also she noticed that they met during the day and a lot of people that worked during the day may be interested in this and would not be able to attend meetings until the evening and hoped that they would consider some evening meetings to accommodate those people.

Commissioner Hinson said in looking at the community colleges, Bainbridge College offered in-state tuition to Gadsden County residents and offered more than TCC as far as truck driving courses and technical courses that TCC does not offer and asked if this was limited to one community college and he also mentioned Chipola College.

Keith Dowdell, Mayor of the City of Quincy, and said there was a meeting last Tuesday, they passed the matter until they have their budget meeting and planned to move forward with the resolution.

Commissioner Hinson stated there were hundreds of students driving to Bainbridge and to Chipola and asked to not limit this to TCC.

Commissioner Morgan said the Administrator had started this as a building block and could move forward to Bainbridge and Chipola and added that the Resolution was exactly right for the baby steps that needed to be taken.

Mr. Presnell said as things proceeded, everyone would be asked to participate in a joint meeting to move forward with this.

Chair Croley stated that was a good idea and anything that could be done to enhance would be good.

Commissioner Taylor asked that maybe this should be taken before the other boards, but to deal with what was before them at the time.

UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.

COUNTY ADMINISTRATOR

15. Update on Board Requests

Mr. Presnell said Ochlocknee River was projected to crest over Highway 12 tonight and asked that everyone to please be careful traveling home.

He reminded everyone of the budget workshop set for Thursday, August 22nd at 4:00 p.m.

Commissioner Morgan stated he appreciated the efforts of the Administrator regarding the budget and he should be commended on his efforts for getting communications started on the previous item.

He stated there was one item placed on the consent agenda at the last meeting that significant changes were made to the item following the Boards' discussion of the actual item. He made a request for the Board to consider if the item is different from what they discuss, to please put it on a separate agenda item to allow it to be opened for discussion.

COUNTY ATTORNEY

16. Update on Various Legal Issues

Mrs. Minnis stated she had no issues.

Commissioner Taylor asked about the Solar Farm and stated she was concerned with the agreement being out there and did not know if there was a deadline on the agreement. Mrs. Minnis said they had indicated they were still looking at sites and planned on moving forward still. She added there was nothing that the Commission was doing to delay the item.

Mr. Presnell stated he, David Weiss and representatives from another solar farm had met and added that shortly after that, National Solar contacted him and they wanted to proceed.

Chair Croley asked if it was be OK with Commissioner Taylor if Mrs. Minnis brought the contract to the next meeting and gave a brief report.

Commissioner Morgan said out of respect to National Solar, if it was to be placed on the agenda, to please inform National Solar so could they have the opportunity to be present and he encouraged the Board to keep a positive tone when discussing this item as it was a huge

investment for Gadsden County.

Chair Croley said he thought Commissioner Taylor was not trying to discuss the agreement or merits of the project, but to give key points that are in the document

Commissioner Morgan asked Mrs. Minnis if they were adhering to the State's Constitution concerning the redistricting and asked for clear advice from the legal team concerning the matter.

Mrs. Minnis said her recommendation remained the same as at the earlier meeting and that was to hire an expert to look at the numbers to determine whether the Board needed to make changes to the line. Mrs. Minnis said since this was not an agendaed item; she did not want to get into an in-depth discussion about the issues, but the way the constitution and statutes read collectively, the re-districting must be done in an odd-numbered year, it doesn't state a particular odd-numbered year, but it must be done in an odd-numbered year.

Commissioner Morgan asked if it had to be done every ten years.

Mrs. Minnis stated it had to be done in an odd-numbered year after the release of the information in the decennial census, the ten year census.

Commissioner Morgan asked if this was done in 2015, would they meet state statutes.

Mrs. Minnis stated that was her understanding, there was nothing stating it had to be a particular odd-numbered year and the benefit of that was elections are held in even numbered years, if the changes are done in odd-numbered years, you don't adversely affect the election and the candidate would have an opportunity to know if the lines are going to be re-drawn before they declare.

Commissioner Holt asked for a copy of her billing and Mrs. Minnis stated her bill for July just went out and she would be receiving a copy of the bill.

Commissioner Hinson said it was interesting they had discussed the Solar Farm, and said when the attorney was asked to research something, what the retainer covered.

Mrs. Minnis responded that their bills were itemized, available in the Administrator's office for the Commissioners to review at any time, the attorneys that do county work substantially discount their fees and they take the dedication to public service very seriously and try not to over-bill or bill unnecessarily.

Chair Croley reminded the commissioners that they would be looking at a new RFP as this agreement expires.

Commissioner Morgan stepped out at this juncture of the meeting.

Commissioner Hinson said he would never try to discredit someone, but there were questions he had and wanted the information in case he was approached by the public.

Commissioner Morgan returned.

DISCUSSION ITEMS BY COMMISSIONERS

17. Report and Discussion on Public Issues and Concerns Pertaining to Commission Districts and Gadsden County

COMMISSIONER TAYLOR, District 5

Commissioner Taylor said she was hopping on the retainer wagon also. She added that Jackson County just got a Kia plant and that businesses were flocking there and thought that one of the board members for the economic development should be from Jackson County. She added that while we might not be able to mimic, but we certainly could partner.

Mr. Presnell said they were willing to help us in any way they could.

She said the first two days of school were phenomenal, but there was always room for improvement. She asked, if she was not overstepping her boundaries, that each commissioner reach out to schools in their district and help the students with needed issues.

She brought up the retainer for the county attorney and said they were going into budget talks and this was an opportunity to address that.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 4-1 BY VOICE VOTE, TO HAVE THE ADMINISTRATOR DRAFT A LETTER OF SUPPORT FOR A LINK IN ECONOMIC DEVELOPMENT. COMMISSIONER MORGAN OPPOSED.

COMMISSIONER HOLT, District 4

Commissioner Holt stated she attended the TDC meeting last night and said the Board was responsible for any boards that they appoint and what they spend. She said there were things added to the agenda that had not been advertised.

Chair Croley stated they could not be a part of anything that was not being properly handled and asked Mr. Presnell to research what was happening and report back to the Board at the next meeting.

She added there was one item that was over \$5,000 and per the rules of the TDC, it should have come before this Board.

COMMISSIONER MORGAN, District 3

Commissioner Morgan said the volunteer board of the TDC has worked very hard over the years to make sure they are following state statutes as to how the dollars are invested or spent and no-one was concerned about the TDC until it was discovered there was money there.

*Commissioner Holt stepped out at this juncture of the meeting.
Commissioner Holt returned at this juncture.*

He added the issue of over \$5,000 being spent and clarified that was for three different events that totaled just over \$6,000 and was not for one project.

He asked that they keep in mind that in a small rural county, it could be difficult in a lot of ways;

there has always been an effort to be open, honest and candid about how dollars are invested for different events.

He also mentioned the costs with the attorney firm and asked them to remember there was a lot less in legal fees being spent than earlier. He asked them to be careful and positive on how they move forward in the discussions and asked them to be professional. He stated that Gadsden County had the reputation concerning how agreements were handled.

Commissioner Holt added she met Duane “Rock” Johnson Sunday morning, was able to go to Tallahassee to eat and discussed economic development in Gadsden County with him.

COMMISSIONER HINSON, Vice Chairman, District 1

Commissioner Hinson stated he was trying to figure out how to fund the EMS issue in Midway.

He congratulated the County on hosting a Small Business Workshop and said he received a lot of information at the workshop.

He added he had heard great things regarding Public Works and asked the status of hiring of a director. Mr. Presnell said it was scheduled for the next meeting.

He said there was a ribbon cutting scheduled for Thursday in Havana for an adult day-care center at 10:00 a.m. and hoped everyone could be there to participate to help promote small business.

COMMISSIONER CROLEY, Chairman, District 1

Chair Croley complimented Public Works on their efforts during the rainy season that we have experienced.

He mentioned the Pledge on the front of the podium and reminded everyone that Port St. Joe had passed a Pledge of Civility and stated they were all here for one purpose—to move things forward and do the right thing for the County.

He stated he wanted to be cautious on one matter and stated Mr. Ed Allen had spoken before the Board concerning the redistricting issue and he said he knew the right thing to do was to look at it in some formal way. He said his concern was and would remain that if they did not do this voluntarily, they would be mandated to do it by some form of legal action and asked that everyone think about it and think what the right thing would be to do.

RECEIPT AND FILE

18.

- a. Letter from Michael Dorian (Gadsden United, Inc.) to the Board**
- b. August 6, 2013 Letter from BOCC Chair to members of the family of Mr. Ralph Lee Perkins**
- c. July 29, 2013 Letter from Florida Department of Health (½ Cent Sales Tax Prevention & Education Program 3rd Quarter Report)**

August Meeting(s)

-August 22, 2013 Budget Workshop at 4:00 p.m.

September Meeting(s)

-September 3, 2013 (Regular Meeting at 6:00 p.m.)

-September 10, 2013 (1st Budget Hearing at 6:00 p.m.)

-September 17, 2013 (Regular Public Meeting at 6:00 p.m.)

-September 23, 2013 (Final Budget Hearing at 6:00 p.m.)

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 8:10 P.M.

GADSDEN COUNTY, FLORIDA

**DOUGLAS M. CROLEY, Chair
Board of County Commissioners**

ATTEST:

**Marcella Blocker, Deputy Clerk for
NICHOLAS THOMAS, CLERK**

Nicholas Thomas

Gadsden County, Florida

Clerk of the Circuit Court



Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

MEMORANDUM

TO: Board of County Commissioners

FROM: Nicholas Thomas, Clerk

SUBJECT: Ratification of Approval to Pay County Bills

DATE: September 18, 2013,

Please ratify your approval for the payment of county bills as reflected in the warrant vouchers listed below:

Accounts Payable Dated: September 20th and September 27th, 2013

Payroll: September 20, 2013

Payroll Deductions: September 20, 2013

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013

Date Submitted: September 12, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Aaron M. Kissler, M.P.H., Health Officer, Florida Department of Health
in Gadsden County

Subject: Consent Agenda Request for the Annual Contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the Operations of the Gadsden County Health Department.

Statement of Issue:

Pursuant to Florida Statute Chapter 154, approval of the annual contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the operation of the Gadsden County Health Department for the Contract Year 2013-2014.

Background:

Florida Statute Chapter 154 requires this contract be executed each fiscal year by October 1st. The contract includes planned revenue, planned expenditures, special projects, and the projected reserve balance as required in Statute. Quarterly reports are submitted to the County monitoring any variances from the planned data.

Analysis:

The projected reserve balance is split as county or state revenue based on the contributions by each. The Gadsden County Health Department's projected operating budget for Fiscal Year 2013-2014 is \$5,186,853. The Health Department provides over 145,000 recorded services to the citizens each year.

Fiscal Impact:

\$50,000 (Pending final approval of the 2013-2014 BOCC Budget.)

Options:

1. Approval on consent agenda for chair to sign and clerk to attest to signature.

Attachment:

2013-2014 Contract between Gadsden County Board of County Commissioners and the State of Florida Department of Health for the operation of the Gadsden County Health Department

**CONTRACT BETWEEN
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE GADSDEN COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2013-2014**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Gadsden County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2013.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Gadsden County Health Department ("CHD") is one of the County Health Departments created throughout Florida.

D. It is necessary for the parties hereto to enter into this Agreement in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2013, through September 30, 2014, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 2,575,349 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$50,000 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Gadsden County
P.O. Box 1000
278 LaSalle LaFall Drive
Quincy, FL 32353

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for Statewide Services. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore,

and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Gadsden County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall

remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2014 for the report period October 1, 2013 through December 31, 2013;

ii. June 1, 2014 for the report period October 1, 2013 through March 31, 2014;

iii. September 1, 2014 for the report period October 1, 2013 through June 30, 2014; and

iv. December 1, 2014 for the report period October 1, 2013 through September 30, 2014.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2014, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

Maximo Martinez
Name

Director of Operations
Title

P. O. Box 1000

Quincy, Fl. 32353-1000
Address

850-875-7200
Telephone

For the County:

Robert Presnell
Name

County Administrator
Title

P. O. Box 1799

Quincy, Fl. 32353-1799
Address

850-875-8650
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 23 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2013.

**BOARD OF COUNTY COMMISSIONERS
FOR GADSDEN COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: John H. Armstrong, MD

TITLE: _____

TITLE: Surgeon General/Secretary of Health

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Aaron M. Kissler, MPH

TITLE: _____

TITLE: CHD Administrator

DATE: _____

DATE: _____

ATTACHMENT I

GADSDEN COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization levels as documented in Florida. SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

ATTACHMENT I (Continued)

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.

9. School Health Services

Requirements as specified in the Florida School Health Administrative Guidelines (May 2012).

10. Tuberculosis

Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.

11. General Communicable Disease Control

Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/13	20,906	261,603	282,509
2. Drawdown for Contract Year October 1, 2013 to September 30, 2014	0	-127,961	-127,961
3. Special Capital Project use for Contract Year October 1, 2013 to September 30, 2014	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2013 to September 30, 2014	20,906	389,564	410,470

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II.

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PREVENTION	0	0	0	0	0
015040 ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040 ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040 ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040 COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040 COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040 DUVAL TEEN PREGANCY PREVENTION - DUVAL	0	0	0	0	0
015040 FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040 HEALTHY START GENERAL REVENUE CHD	0	0	0	0	0
015040 HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040 LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040 METRO ORLANDO URBAN LEAGUE - ORANGE	0	0	0	0	0
015040 MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040 PREPAREDNESS GRANT MATCH	0	0	0	0	0
015040 SCHOOL HEALTH GENERAL REVENUE	68,352	0	68,352	0	68,352
015040 STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040 STD GENERAL REVENUE	58,298	0	58,298	0	58,298
015040 TREASURE COAST MIDWIFERY - MARTIN	0	0	0	0	0
015040 AIDS SURVEILLANCE	0	0	0	0	0
015040 ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0	0
015040 ALG/CONTR TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040 ALG/PRIMARY CARE	173,016	0	173,016	0	173,016
015040 COMMUNITY TB PROGRAM	96,430	0	96,430	0	96,430
015040 DENTAL SPECIAL INITIATIVES	6,542	0	6,542	0	6,542
015040 FAMILY PLANNING GENERAL REVENUE	42,058	0	42,058	0	42,058
015040 FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040 HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040 JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040 MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040 MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015050 NON-CATEGORICAL GENERAL REVENUE	795,095	0	795,095	0	795,095
GENERAL REVENUE TOTAL	1,239,791	0	1,239,791	0	1,239,791
2. NON GENERAL REVENUE - STATE					
015010 ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	1,998	0	1,998	0	1,998
015010 FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010 PREPAREDNESS GRANT MATCH	0	0	0	0	0
015010 SCHOOL HEALTH TOBACCO TF	39,093	0	39,093	0	39,093
015010 DOH Indirect	51,132	0	51,132	0	51,132
015010 ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010 MEDICAID INCENTIVE FOR ELECTRONIC HEALTH RECORDS	50,589	0	50,589	0	50,589
015010 PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010 TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015020 LIP4 from AHCA legislative direct appropriation	150,365	0	150,365	0	150,365
015020 TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020 TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060 NON-CATEGORICAL TOBACCO REBASING	9,705	0	9,705	0	9,705

ATTACHMENT II.

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
NON GENERAL REVENUE TOTAL	302,882	0	302,882	0	302,882
3. FEDERAL FUNDS - State					
007000 ABSTINENCE EDUCATION GRANT PROGRAM	12,500	0	12,500	0	12,500
007000 AIDS PREVENTION	57,164	0	57,164	0	57,164
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000 COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000 DENTAL SERVICES	0	0	0	0	0
007000 EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS	0	0	0	0	0
007000 EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000 FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	7,000	0	7,000	0	7,000
007000 HEPATITIS B VACCINATION PILOT PROJECT	0	0	0	0	0
007000 IMMUNIZATION AFIX	0	0	0	0	0
007000 IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000 MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE	0	0	0	0	0
007000 MINORITY INVOLVEMENT IN HIV/AIDS PROGRAM	0	0	0	0	0
007000 PREGNANCY ASSOCIATED MORTALITY PREVENTION	0	0	0	0	0
007000 PUBLIC HEALTH PREPAREDNESS BASE	0	0	0	0	0
007000 RYAN WHITE	0	0	0	0	0
007000 RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	14,031	0	14,031	0	14,031
007000 STATE OFFICE OF RURAL HEALTH	0	0	0	0	0
007000 STD FEDERAL GRANT - CSPS	5,050	0	5,050	0	5,050
007000 SYPHILIS ELIMINATION	6,400	0	6,400	0	6,400
007000 TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000 UNINTENDED/UNWANTED PREG-TEEN PREGNANCY PREV	26,453	0	26,453	0	26,453
007000 WIC BREASTFEEDING PEER COUNSELING	38,558	0	38,558	0	38,558
007000 ADULT VIRAL HEPATITIS PREVENTION & SURVEILLANCE	0	0	0	0	0
007000 AIDS SURVEILLANCE	0	0	0	0	0
007000 CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	0	0	0	0	0
007000 COLORECTAL CANCER SCREENING	0	0	0	0	0
007000 ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000 EPIDEMIOLOGY & LABORATORY CAPACITY HAI	0	0	0	0	0
007000 FGTF/AIDS MORBIDITY	0	0	0	0	0
007000 FGTF/FAMILY PLANNING-TITLE X	79,079	0	79,079	0	79,079
007000 HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000 IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	8,516	0	8,516	0	8,516
007000 MCH BGTF-GADSDEN SCHOOL CLINIC	92,932	0	92,932	0	92,932
007000 MEDICARE RURAL HOSPITAL FLEXIBILITY PROGRAM	4,500	0	4,500	0	4,500
007000 MINORITY AIDS INITIATIVE TCE COLLABORATIVE	0	0	0	0	0
007000 PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000 PUBLIC HEALTH INFRASTRUCTURE	0	0	0	0	0
007000 RAPE PREVENTION & EDUCATION	0	0	0	0	0
007000 RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000 RYAN WHITE-CONSORTIA	0	0	0	0	0
007000 STATEWIDE ASTHMA PROGRAM	0	0	0	0	0
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 TEENAGE PREGNANCY PREVENTION REPLICATION	67,103	0	67,103	0	67,103
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0

ATTACHMENT II.

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
3. FEDERAL FUNDS - State						
007000	WIC ADMINISTRATION	354,909	0	354,909	0	354,909
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA FEDERAL GRANT - SCHEDULE C	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	258,846	0	258,846	0	258,846
015075	SCHOOL HEALTH	0	0	0	0	0
015075	SCHOOL HEALTH	0	0	0	0	0
015075	SCHOOL HEALTH	0	0	0	0	0
FEDERAL FUNDS TOTAL		1,033,041	0	1,033,041	0	1,033,041
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	PUBLIC WATER ANNUAL OPER PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SWIMMING POOLS	2,375	0	2,375	0	2,375
001020	BODY PIERCING	0	0	0	0	0
001020	MOBILE HOME AND PARKS	5,582	0	5,582	0	5,582
001020	BIOHAZARD WASTE PERMIT	1,445	0	1,445	0	1,445
001020	TANNING FACILITIES	355	0	355	0	355
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	FOOD HYGIENE PERMIT	8,100	0	8,100	0	8,100
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER CONSTR PERMIT	2,400	0	2,400	0	2,400
001020	SAFE DRINKING WATER	0	0	0	0	0
001092	OSDS PERMIT FEE	36,672	0	36,672	0	36,672
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	500	0	500	0	500
001092	ENVIRONMENTAL HEALTH FEES	950	0	950	0	950
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	CENTRAL OFFICE SURCHARGE	5,586	0	5,586	0	5,586
001093	CHD ON-LINE BILLING FEE	0	0	0	0	0
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		63,965	0	63,965	0	63,965
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
031005	CHDTF CASH TRANSFER	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL		0	0	0	0	0
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0

ATTACHMENT II.

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY					
001076 MEDICAID TB	0	0	0	0	0
001078 MEDICAID ADMINISTRATION OF VACCINE	0	4,000	4,000	0	4,000
001079 MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081 MEDICAID CHILD HEALTH CHECK UP	0	500	500	0	500
001082 MEDICAID DENTAL	0	1,118,486	1,118,486	0	1,118,486
001083 MEDICAID FAMILY PLANNING	0	85,000	85,000	0	85,000
001087 MEDICAID STD	0	20,000	20,000	0	20,000
001089 MEDICAID AIDS	0	0	0	0	0
001147 MEDICAID HMO CAPITATION	0	0	0	0	0
001191 MEDICAID MATERNITY	0	200,000	200,000	0	200,000
001192 MEDICAID COMPREHENSIVE CHILD	0	0	0	0	0
001193 MEDICAID COMPREHENSIVE ADULT	0	5,000	5,000	0	5,000
001194 MEDICAID LABORATORY	0	0	0	0	0
001208 MEDIPASS \$3.00 ADM. FEE	0	0	0	0	0
001059 MEDICAID LOW INCOME POOL	0	0	0	0	0
001051 EMERGENCY MEDICAID	0	0	0	0	0
001058 MEDICAID - BEHAVIORAL HEALTH	0	0	0	0	0
001071 MEDICAID - ORTHOPEDIC	0	0	0	0	0
001072 MEDICAID - DERMATOLOGY	0	0	0	0	0
001075 MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	0	0	0
001069 MEDICAID - REFUGEE HEALTH	0	0	0	0	0
001055 MEDICAID - HOSPITAL	0	0	0	0	0
001148 MEDICAID HMO NON-CAPITATION	0	0	0	0	0
001074 MEDICAID - NEWBORN SCREENING	0	0	0	0	0
001180 DENTAL MEDICAID HMO	0	0	0	0	0
MEDICAID TOTAL	0	1,432,986	1,432,986	0	1,432,986
7. ALLOCABLE REVENUE - STATE					
018000 REFUNDS	0	0	0	0	0
037000 PRIOR YEAR WARRANT	0	0	0	0	0
038000 12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
PHARMACY SERVICES	0	0	0	56,448	56,448
TB SERVICES	0	0	0	0	0
STD SERVICES	0	0	0	0	0
WIC FOOD	0	0	0	1,492,356	1,492,356
DENTAL SERVICES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
LABORATORY SERVICES	0	0	0	14,732	14,732
IMMUNIZATION SERVICES	0	0	0	157,624	157,624
CONSTRUCTION/RENOVATION	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	1,721,160	1,721,160

ATTACHMENT II

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contributions	Total	
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU BCC	0	0	0	0	
008040	BCC GRANT/CONTRACT	0	0	0	0	
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	217,485	217,485	0	217,485
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	50,000	50,000	0	50,000
DIRECT COUNTY CONTRIBUTION TOTAL		0	267,485	267,485	0	267,485
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	422,397	422,397	0	422,397
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	20,450	20,450	0	20,450
001114	NEW BIRTH CERTIFICATES	0	29,000	29,000	0	29,000
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	12,000	12,000	0	12,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	1,200	1,200	0	1,200
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATIVE FEE	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	485,047	485,047	0	485,047
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	0	0	0	0
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	100	100	0	100
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	3,500	3,500	0	3,500
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	100,100	100,100	0	100,100
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	45,000	45,000	0	45,000
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	339,317	339,317	0	339,317
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	200	200	0	200
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-127,961	-127,961	0	-127,961
011000	GRANT-DIRECT	0	0	0	0	0

ATTACHMENT II.

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
011000 DIRECT-ARROW	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT DIRECT-ARROW	0	0	0	0	0
011000 GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000 GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
010402 RECYCLED MATERIAL SALES	0	0	0	0	0
010303 FDLE FINGERPRINTING	0	0	0	0	0
007050 ARRA FEDERAL GRANT	0	0	0	0	0
001010 RECOVERY OF BAD CHECKS	0	0	0	0	0
008065 FCO CONTRIBUTION	0	0	0	0	0
011006 RESTRICTED CASH DONATION	0	0	0	0	0
028000 INSURANCE RECOVERIES	0	0	0	0	0
001033 CMS MANAGEMENT FEE - PMPMPC	0	0	0	0	0
010400 SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
010500 REFUGEE HEALTH	0	0	0	0	0
005045 INTEREST EARNED-THIRD PARTY PROVIDER	0	0	0	0	0
005043 INTEREST EARNED-CONTRACT/GRANT	0	0	0	0	0
010306 DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	0
001053 MEDICARE - PART A	0	0	0	0	0
011002 ARRA FEDERAL GRANT - SUB-RECIPIENT	0	0	0	0	0
011004 LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	0
001003 WIRE TRANSFER FEE	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	360,256	360,256	0	360,256
12. ALLOCABLE REVENUE - COUNTY					
018000 REFUNDS	0	1,340	1,340	0	1,340
037000 PRIOR YEAR WARRANT	0	60	60	0	60
038000 12 MONTH OLD WARRANT	0	0	0	0	0
001053 CLIENT REVENUE FROM NCO	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	1,400	1,400	0	1,400
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	150,000	150,000
OTHER (SPECIFY)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	15,000	15,000
OTHER (SPECIFY)	0	0	0	0	0

ATTACHMENT II.

**GADSDEN COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
BUILDINGS TOTAL	0	0	0	165,000	165,000
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	2,639,679	2,547,174	5,186,853	1,886,160	7,073,013

**ATTACHMENT II
GADSDEN COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2013 to September 30, 2014

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	1.47	100	1,500	14,428	12,364	14,428	14,423	35,495	20,148	55,643
STD (102)	3.32	800	1,500	49,688	42,579	49,688	49,670	146,461	45,164	191,625
HIV/AIDS PREVENTION (03A1)	1.62	1	200	24,158	20,701	24,158	24,148	80,210	12,955	93,165
HIV/AIDS SURVEILLANCE (03A2)	0.37	0	0	4,322	3,703	4,322	4,320	14,136	2,531	16,667
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0
TB CONTROL SERVICES (104)	2.00	200	500	28,637	24,540	28,637	28,627	95,912	14,529	110,441
COMM. DISEASE SURV. (106)	0.01	0	40	43	37	43	43	166	0	166
HEPATITIS PREVENTION (109)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC HEALTH PREP AND RESP (116)	0.00	0	0	0	0	0	0	0	0	0
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL STATISTICS (180)	0.85	3,100	5,000	10,128	8,679	10,128	10,125	0	39,060	39,060
COMMUNICABLE DISEASE SUBTOTAL	9.64	4,201	8,740	131,404	112,603	131,404	131,356	372,380	134,387	506,767
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.47	1,500	3,000	8,303	7,115	8,303	8,301	32,022	0	32,022
TOBACCO PREVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
WIC (21W1)	10.12	3,000	30,000	125,152	106,888	125,152	125,101	482,293	0	482,293
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.87	0	1,450	7,204	6,173	7,204	7,201	27,782	0	27,782
FAMILY PLANNING (223)	4.32	1,700	3,600	96,192	82,429	96,192	96,156	216,627	154,342	370,969
IMPROVED PREGNANCY OUTCOME (225)	2.62	450	2,500	34,852	29,866	34,852	34,839	0	134,409	134,409
HEALTHY START PRENATAL (227)	7.50	620	4,100	103,456	86,793	103,456	103,411	57,799	339,317	397,116
COMPREHENSIVE CHILD HEALTH (229)	0.80	1,000	2,000	11,502	9,857	11,502	11,498	38,208	6,151	44,359
HEALTHY START INFANT (231)	0.82	450	1,815	8,968	7,327	8,968	8,964	34,227	0	34,227
SCHOOL HEALTH (234)	14.74	0	45,502	234,502	199,877	234,502	234,409	801,690	101,600	903,290
COMPREHENSIVE ADULT HEALTH (237)	3.53	2,500	5,100	60,891	52,179	60,891	60,868	113,123	121,706	234,829
COMMUNITY HEALTH DEVELOPMENT (238)	4.42	0	0	82,108	69,287	82,108	82,075	98,578	217,000	315,578
DENTAL HEALTH (240)	17.58	4,200	10,000	387,691	331,240	387,690	387,540	182,612	1,311,549	1,494,161
PRIMARY CARE SUBTOTAL	67.79	15,420	109,067	1,160,821	989,031	1,160,820	1,160,363	2,084,961	2,386,074	4,471,035
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.20	24	90	3,254	2,789	3,254	3,253	10,962	1,588	12,550
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
INDIVIDUAL SEWAGE DISP. (361)	1.55	200	600	23,801	20,859	23,801	22,788	75,567	15,682	91,249
Group Total	1.75	224	690	27,055	23,648	27,055	26,041	86,529	17,270	103,799
Facility Programs										
FOOD HYGIENE (348)	0.57	43	360	9,430	8,081	9,430	9,427	35,417	951	36,368
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.46	49	175	7,420	6,358	7,420	7,418	28,400	216	28,616
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0

**ATTACHMENT II.
GADSDEN COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2013 to September 30, 2014

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	0.09	25	115	1,492	1,279	1,492	1,491	4,160	1,594	5,754
SWIMMING POOLS/BATHING (360)	0.11	14	75	1,948	1,670	1,948	1,948	7,462	52	7,514
BIOMEDICAL WASTE SERVICES (364)	0.07	13	30	1,202	1,030	1,202	1,201	4,604	31	4,635
TANNING FACILITY SERVICES (369)	0.00	0	0	0	0	0	0	0	0	0
Group Total	1.30	144	755	21,492	18,418	21,492	21,485	80,043	2,844	82,887
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.11	11	60	2,030	1,740	2,030	2,029	7,779	50	7,829
Group Total	0.11	11	60	2,030	1,740	2,030	2,029	7,779	50	7,829
Community Hygiene										
TATTOO FACILITIES SERVICES	0.00	0	0	0	0	0	0	0	0	0
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.10	30	90	1,802	1,545	1,803	1,803	2,401	4,552	6,953
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.03	0	2	518	444	518	517	0	1,997	1,997
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.13	30	92	2,320	1,989	2,321	2,320	2,401	6,549	8,950
ENVIRONMENTAL HEALTH SUBTOTAL	3.29	409	1,597	52,897	45,795	52,898	51,875	176,752	26,713	203,465
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	1,448	1,241	1,448	1,449	5,586	0	5,586
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	1,448	1,241	1,448	1,449	5,586	0	5,586
TOTAL CONTRACT	80.72	20,030	119,404	1,346,570	1,148,670	1,346,570	1,345,043	2,639,679	2,547,174	5,186,853

ATTACHMENT III

GADSDEN COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
GADSDEN COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Quincy Facility 21,000 sq. ft.	278 LaSalle LaFall Dr. Quincy, Florida	Gadsden County BOCC
Chattahoochee Facility 7,171 sq. ft.	680 Maple Street Chattahoochee, Florida	Gadsden County BOCC
Havana Facility 4,725 sq. ft.	604 5 th Avenue Havana, Florida	Gadsden County BOCC
East Gadsden High Sch. Clinic	27001 Blue Star Hwy. Midway, Florida	Gadsden County School Board

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

MEMORANDUM

DATE: September 20, 2013
TO: Ed McEachron, Director
Division of Administration
FROM: Aaron M. Kissler, MPH, Health Officer
Florida Department of Health in Gadsden County
SUBJECT: Core Contract Certification

INFORMATION ONLY

- I certify that no changes have been made to the 2013-2014 Core Contract document or attachments by the Gadsden County Health Department.
- I certify that the following changes have been made to the 2013-2014 Core Contract document and attachments by the _____ County Health Department as follows:

Page	Paragraph	Document Changes
		<i>(State exact changes to language or new language.)</i>

Page	Section	Attachment Changes
		<i>(State exact changes to language or format.)</i>

Signature (Administrator/Director)

Date

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013

Date Submitted: September 17, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Phyllis M. Moore, SHIP Administrator
C.J. Pipkins, Escambia County Housing Authority

Subject: **Public Hearing** - Escambia County Housing Finance Authority - Single Family Mortgage Revenue Bond Program for First-Time Homebuyers

Statement of Issue:

This agenda item presents Mrs. C.J. Pipkins with the Escambia County Housing Finance Authority (HFC) to conduct a public hearing to consider the approval of a finance plan to provide capital, including the issuance of the Single Family Mortgage Revenue Bond Program on behalf of Gadsden County.

Background:

The HFA's mission is to assist first time home buyers in achieving the American Dream of home ownership. The HFA's first-time homeownership program is designed to make purchasing a home more affordable. The Authority's current program offers a low 30 year fixed rate mortgage with up to \$10,000 down payment and closing cost assistance at 0%, non-amortizing 30-year deferred second mortgage.

To qualify for the Authority's current program, a homebuyer may purchase a home in the following Counties: Alachua, Bradford, Escambia, Gadsden, Indian River, Leon, Marion, Martin, Okaloosa, Santa Rosa, St. Lucie, Wakulla and Walton. The maximum purchase price for a new or existing home in Gadsden County is \$250,200. The maximum annual income must be below \$67,209 for a family of one to two persons and below \$77,390 for a family of three or more persons. Homebuyers may choose a FHA, VA or USDA Rural Development loan.

Gadsden County has participated in the Authority's first time homebuyers program since 1995. There is no cost or liability for the County to participate in the first time homebuyer

program. In addition, the bond issue will not be considered a debt of the County and will have no effect on the debt limits or debt capacity of the County.

Analysis:

This source of first mortgage financing and down payment and closing costs assistance may assist first time homebuyers in the County by serving as an alternate source of financing when SHIP funds are not available or if homebuyers do not meet eligibility requirements under the SHIP Program. In order to further the County's commitment to make affordable housing available to residents, staff will inform buyers of this alternate source of financing and provide program information with the County's existing marketing materials targeted towards first time homebuyers.

Fiscal Impact:

None - There is no cost or liability for Gadsden County to participate in this program.

Options:

- Option 1: Approve the Escambia County HFA to issue Single Family Mortgage Revenue Bonds on behalf of Gadsden County and authorize the Chair to execute Resolution 2013-025 and the Inter-local Agreement.
- Option 2: Do not approve the Escambia County Housing Finance Authority's Single Family Mortgage Revenue Bond Program on behalf of Gadsden County.
- Option 3: Board Direction

County Administrator's Recommendations:

Option 1

Attachments:

1. Resolution #2013-025 of the Gadsden County BOCC
2. Interlocal Agreement (Gadsden County and Escambia Co. HFA)
3. Notice of Intent to Issue Bonds

Elbert Jones Jr
Executive Director
Elbertjones@escambiahfa.com



C.J. Pipkins
Housing Program Director
cjpipkins@escambiahfa.com

Karyn Norton
Assistant Executive Director
karyn.norton@escambiahfa.com

**ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY**

Fran Jones
Accountant
fran.jones@escambiahfa.com

WWW.ESCAMBIAHFA.COM

Serving 1st Time Homebuyers since 1982 . . . Providing below market interest rate mortgage loans in over 24 counties in Florida.

700 South Palafox Street, Suite 310 • Pensacola, Florida 32502-5958
Phone: (850) 432-7077 • Fax: (850) 438-5205 • Toll Free: (800) 388-1970

September 17, 2013
(VIA FEDERAL EXPRESS)

Laurel Bradley
Gadsden County Administrator's Office
9 E. Jefferson St.
Quincy, FL 32351

Re: Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Program"); and
TEFRA Hearing Scheduled – October 1, 2013 at 6:00 p.m.

Dear Ms. Bradley:

Enclosed please find the following items for the agenda package for the above-referenced TEFRA Hearing:

- (1) Affidavit of Publication for the public hearing;
- (2) Resolution of the Board of County Commissioners; and
- (3) Interlocal Agreement, the form of which is approved pursuant to the Resolution and authorizes the County to participate in the above-referenced Program.

Note that the Resolution should be adopted following the public hearing.

Also enclosed are four copies of the Resolution and three partially executed copies of the Interlocal Agreement. Upon adoption by the Board, please have (i) two certified copies of the Resolution and (ii) two originals of the fully executed Interlocal Agreement returned to bond counsel for the Authority at the address shown below (I have enclosed a pre-paid Federal Express label for your convenience):

Richard I. Lott, Partner
McGuireWoods LLP
ATTN: Nealon Starr (Escambia Housing Program)
25 West Cedar Street, Suite 211-500
Pensacola, Florida 32502

If you have any questions or require additional information prior to the Board meeting, please do not hesitate to contact us. Thanks for all your help.

Sincerely,

C.J. Pipkins
Assistant Executive Director

Enclosures

RESOLUTION NO. 2013-025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE WITHIN THE BOUNDARIES OF GADSDEN COUNTY, FLORIDA, AND APPROVING A PLAN TO FINANCE SINGLE FAMILY MORTGAGE LOANS ON BEHALF OF GADSDEN COUNTY, FLORIDA; AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AGREEMENTS WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY AND TO EXECUTE AND DELIVER CERTAIN DOCUMENTS AND INSTRUMENTS IN CONNECTION THEREWITH; APPROVING A FORM OF INTERLOCAL AGREEMENT; APPROVING THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF NOT EXCEEDING \$150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes, (the “Act”) authorized counties to create housing finance authorities to exercise powers of the Act within their boundaries or outside their boundaries with the consent of the governing body of the territory outside their area of operation; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, (the “Escambia Board”) on May 29, 1980, enacted Ordinance No. 80-12 and on March 20, 2003, the Escambia Board enacted Ordinance 2003-8 (collectively, the “Ordinance”), creating the Escambia County Housing Finance Authority (the “Authority”) and authorized the Authority to exercise all powers under the Act subject to approval by the Escambia Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, there is no housing finance authority currently operating in Gadsden County, Florida (“Gadsden County”); and

WHEREAS, pursuant to the Act, the Board of County Commissioners of Gadsden County, Florida, (the “Gadsden Board”) has found a shortage of affordable housing and capital for investment therein and a need for a housing finance authority to function in Gadsden County; and

WHEREAS, it is not practicable at this time under existing Florida and Federal laws and regulations for a single local agency to issue its mortgage revenue bonds for the purpose of implementing a single family housing program, although the shortage of such single family housing and capital available for investment therein is continuing in Gadsden County; and

WHEREAS, the Authority by Resolution No. 2013-02 duly adopted on May 14, 2013, as amended and supplemented (the “Enabling Resolution”), authorized a plan of finance (the “Plan”), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the “Code”), for the operation of a TBA Program (herein defined) or by the issuance from time to time of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the “Bonds” or the “Escambia Bonds”) in multiple series (the “Program”); and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Authority may also issue taxable mortgage revenue bonds to increase the amount available for mortgage loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Program heretofore approved by the Authority includes a program pursuant to which mortgage loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented (the “TBA Program”), and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of mortgage-backed securities backed by mortgage loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available mortgage-backed securities; and

WHEREAS, the Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding \$150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, the Gadsden Board desires to authorize certain actions as necessary in connection with participation in the Plan and the Program and the issuance, sale, authentication and delivery of the Bonds by entering into an Interlocal Agreement dated as of October 1, 2013 (the “Interlocal Agreement”); and

WHEREAS, Section 147(f) of the Code requires public approval of certain private activity bonds and the Plan therefor by an applicable elected representative or governmental unit following a public hearing and the Gadsden Board constitutes an applicable elected representative or governmental unit; and

WHEREAS, pursuant to Section 147(f) of the Code a public hearing was scheduled before the Gadsden Board on behalf of the Gadsden Board, the Escambia Board and the Authority for October 1, 2013, at 6:00 p.m. or as soon thereafter as practicable, and notice of such hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such hearing; and

WHEREAS, the Gadsden Board, has on October 1, 2013, held the public hearing and provided at such hearing reasonable opportunity for all interested individuals to express their views, both orally and in writing, on the issuance of the Bonds; and

WHEREAS, the Gadsden Board diligently and conscientiously considered all comments and concerns expressed by such individuals; and

WHEREAS, the Gadsden Board desires to express its approval of the action to be taken pursuant to the Enabling Resolution and the Act, and as required by Section 147(f) of the Code;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA:

Section 1. Because of the continuing shortage of affordable single family housing and capital for investment therein in Gadsden County and the continuing impediments to a bond issue to alleviate such shortages as to single family housing, it is hereby determined that the Gadsden Board consents to the Authority exercising its powers (i) to issue the Bonds, (ii) to implement the Plan to provide capital from sources of funds available to the Authority, including but not limited to a portion of the proceeds of the Bonds and proceeds of obligations refunded by the Bonds, and (iii) to establish the Program to finance mortgage loans for single family housing within the statutory boundaries of Gadsden County; provided, that the Authority and Gadsden County first enter into a written agreement setting forth the powers, duties and limitations of the Authority as they pertain to the use of said Bond proceeds within Gadsden County and payment of the issuance costs for such Bonds.

Section 2. In furtherance of the purposes set forth in Section 1 hereof the Chairman or Vice-Chairman and Clerk or Deputy Clerk of the Gadsden Board are hereby authorized to execute such consents, intergovernmental agreements, applications, instruments or other documents as shall be required to implement participation by the Gadsden Board of such Program and to provide for payment of Gadsden County's proportionate share of the costs thereof, including but not limited to the costs of issuance of such Bonds, all as shall be approved by counsel to Gadsden County.

Section 3. The Interlocal Agreement, in substantially the form attached hereto as Exhibit "A", and made a part hereof, between Gadsden County and the Authority is hereby approved. The officers of Gadsden County are hereby authorized to enter into such Interlocal Agreement on behalf of Gadsden County with such changes not inconsistent herewith as the officers executing same may approve, such execution and delivery to be conclusive evidence of such approval. The appropriate officers of Gadsden County are hereby further authorized to execute and deliver such other documents and instruments as may be necessary to implement such Plan and the Program, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to the Act and the Plan, for the purposes set forth in the Interlocal Agreement.

Section 4. The Gadsden Board hereby approves, within the meaning of Section 147(f) of the Code, the Authority's Plan and the issuance by the Authority in multiple series

from time to time of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, initially designated as “(Multi-County Program),” with such particular Series designation as shall be appropriate, for funding the Authority’s Program and such other action to be taken pursuant to the Enabling Resolution or the Act.

Section 5. The principal of and premium, if any, and interest on the Bonds and all payments required under the proposed financing agreements, including the Interlocal Agreement, shall be payable solely by the Authority from the proceeds derived by the Authority under the proposed financing agreements, and Gadsden County shall never be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the proposed financing agreements, or (ii) pay the same from any funds of Gadsden County whatsoever. Adoption of this Resolution does not authorize or commit the expenditure of any funds of Gadsden County to pay the costs of issuance of such Bonds. The Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Gadsden County, Escambia County, or other participating Counties or the Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Program.

Section 6. All resolutions or parts thereof of the Gadsden Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Resolution shall take effect immediately upon its adoption.

Duly adopted in the regular session this 1st day of October, 2013.

GADSDEN COUNTY, FLORIDA

(SEAL)

By: _____
Its: Chairman

ATTEST:

By: _____
Its: Clerk,

Exhibit "A"

FORM OF INTERLOCAL AGREEMENT

[Follows]

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October, 2013, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the “Escambia Authority”), and **GADSDEN COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “Participating County”);

WITNESSETH:

WHEREAS, Part IV of Chapter 159, Florida Statutes (the “Act”), authorizes the creation of housing finance authorities within the State of Florida (the “State”) for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, the Escambia Authority by Resolution No. 2013-02 duly adopted on May 14, 2013 (the “Enabling Resolution”), as amended and supplemented, authorized a plan of finance (the “Plan”), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the “Code”), for the operation of a TBA Program (herein defined) and issuance of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the “Bonds” or the “Escambia Bonds”), in multiple series (collectively, the “Program”); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designation as shall be appropriate in an aggregate principal amount not exceeding \$150,000,000 (which may also include Bonds, if any, for which a carry-forward allocation has been obtained pursuant to Section 146(f) of the Code), exclusive of any amounts required for refunding purposes; and

WHEREAS, pursuant to Sections 143 and 146 of the Code, the amount of new mortgage revenue bonds which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

WHEREAS, the limitations upon available portions of the private activity volume cap prevents the separate issuance of qualified mortgage revenue bonds for each county from being feasibly and economically accomplished; and

WHEREAS, the Escambia Authority has authorized a sufficient amount of Escambia Bonds to fund, refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for single family mortgages (“Mortgage Loans”) of both Escambia County and the Participating County, as well as certain other counties which may also participate in joint bond programs; and

WHEREAS, the aggregation of mortgage loan demand and the securing of the related amount of the cumulative State private activity volume cap (the “Allocation Amounts”) granted by the State from August 1, 2013, through December 31, 2017 (the “Authorization Period”), for the purpose of issuing

qualified mortgage revenue bonds or for the purpose of using other funds to finance qualifying single family residences to be occupied primarily by first-time home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

WHEREAS, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in higher mortgage costs to mortgagors; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorizes the Participating County to approve the issuance of mortgage revenue bonds through the Escambia Authority to alleviate the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on October 1, 2013 (the “County Resolution”); and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limit the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Escambia Authority has heretofore approved a Single Family Mortgage Loan Program (the “TBA Program”) pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available Mortgage-Backed Securities; and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring upon the Escambia Authority the power to exercise or contract by agreement with the Escambia Authority those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority’s area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of continual operation of the TBA Program and for the purpose of issuing mortgage revenue bonds in one or more series from time to time, as qualified mortgage revenue bonds based on the Allocation Amounts or as taxable mortgage revenue bonds or from other available monies which require no bond volume allocation, to (i) make available funds to finance (or, to the extent permitted by law and the Code, refinance) qualifying single family housing developments located within the Participating County in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

NOW THEREFORE, the parties agree as follows:

Section 1. Allocation Amount; Substitution of Bonds The Participating County hereby authorizes the Escambia Authority to issue, reissue, remarket or refund Single Family Mortgage Revenue Bonds in multiple series from time to time based on the available Allocation Amounts through

the Authorization Period, or based upon the need for Mortgage Loans funded in whole or in part from available monies or taxable Bonds which require no bond volume allocation, for the purpose of financing the Program and making funds available for single family housing developments in the Participating County to the full extent permitted by the Act. Any Escambia Bonds issued, re-issued, remarketed or refunded for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Participating County's bonds that could have been issued for such purpose. The Participating County hereby authorizes the Escambia Authority to utilize the Participating County's Allocation Amounts on behalf of the Participating County as part of its Plan for the purpose of financing the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Participating County during the Authorization Period with respect to all Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding or refinancing of obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final Program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Participating County.

Section 2. Administration The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Participating County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Participating County with such reports as may be necessary to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, re-issue, deliver, refund or remarket its Escambia Bonds in amounts based upon mortgage loan demand and maximum available Allocation Amounts, to the extent permitted by law to finance the Program for single family housing developments in the Participating County and to take such other action as may be necessary or convenient to accomplish such purpose, including operation of the TBA Program. Each Participating County may apply for the full Allocation Amount available for such County. It is agreed that the initial regional Allocation Amounts for the Escambia Bonds in the Participating County and other Participating Counties located within the same bond volume allocation region under Section 159.804, Florida Statutes, shall be allocated ratably between the Participating County and such other Participating Counties within such region based upon lender demand through June 15 of each year in which an Allocation Amount is obtained.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the Program or other sources available to the Escambia Authority.

Section 3. Program Parameters; Fees and Expenses

(A) Upon request of the Escambia Authority, the Participating County shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such Program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Participating County, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code or the Act without further action of the Participating County.

(B) The fees and expenses of the Participating County shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Participating County and the Escambia Authority at or prior to issuance of the Escambia Bonds.

Section 4. Term This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Participating County during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds or any proceeds from the operation of the TBA Program) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to (a) the authorization to issue Escambia Bonds for which no Allocation Amount has been obtained or used by the Escambia Authority and for which no purchase contract has been entered into, and (b) the authorization to operate the TBA Program. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds and the operation of the TBA Program.

Section 5. Indemnity To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or its respective members, officials, employees and agents for payment of the Escambia Bonds and interest or premium thereon.

{SIGNATURE PAGES FOLLOW}

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

**ESCAMBIA COUNTY HOUSING
FINANCE AUTHORITY**

(SEAL)

ATTEST:

By: _____
Its: Chairman

By: _____
Its: Secretary

[Signature Page to Interlocal Agreement]

GADSDEN COUNTY, FLORIDA

By: _____
Its: Chairman

(SEAL)

ATTEST:

By: _____
Its: Clerk

[Signature Page to Interlocal Agreement]

The undersigned Clerk of the Circuit Court of Gadsden County, Florida, does hereby certify that the foregoing is a true and complete original of the Interlocal Agreement executed by the Chairman and Clerk as of the ____ day _____, 2013.

GADSDEN COUNTY, FLORIDA

By: _____
Clerk
Board of County Commissioners

(SEAL)

Proof of Publication

from the
GADSDEN COUNTY TIMES
Quincy, Gadsden County, Florida
PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF GADSDEN

Before the undersigned authority personally appeared

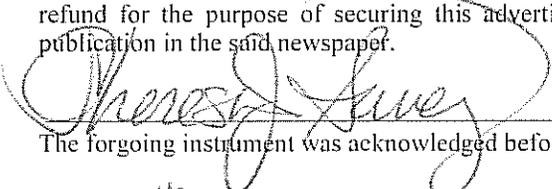
Mary Ann Naczi and/or Theresa J. Savery
and/or LaKeshia Brisco

Of the Gadsden County Times, a newspaper published weekly at Quincy, in Gadsden County, Florida, that the attached copy of advertisement being a public notice in the matter of the

4800-0912 TWN PUBLIC NOTICE NOTICE OF PUBLIC HEARING For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Board of County Commissioners of Gadsden County, Florida (the "Board"), will condu

Court, was published in said newspaper in the issues of September 12th, 2013.

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

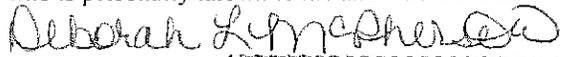


The forgoing instrument was acknowledged before me

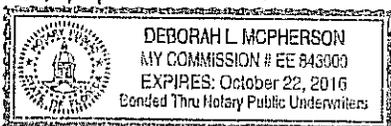
This 17th day of Sept 2013

By: Mary Ann Naczi and/or Theresa J. Savery and/or LaKeshia Brisco

who is personally known to me and who did take an oath.



Notary Public



4800-0912 TWN PUBLIC NOTICE NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Board of County Commissioners of Gadsden County, Florida (the "Board"), will conduct a public hearing on Tuesday, October 1, 2013, at 6:00 p.m. or as soon thereafter as practicable, in the Board of County Commissioners meeting room, 9 East Jefferson Street, Quincy, Florida 32351, to consider the approval of a plan of finance to provide capital including the issuance from time to time by the Escambia County Housing Finance Authority (the "Authority"), on behalf of Gadsden County and other participating counties, of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds in multiple series from time to time.

The proceeds of such bonds together with funds from other sources available to the Authority, will be used to finance, or refund outstanding obligations, the proceeds of which will be used to finance the purchase of single family residences to be occupied primarily by first-time home buyers of moderate, middle or lesser income within Gadsden County, Florida and various other counties in the State of Florida.

The bonds and interest thereon shall not constitute a debt or indebtedness of the Authority within the meaning of any provisions or limitations of the statutes or Constitution of the State of Florida, Gadsden County, Florida, or other participating counties or housing finance authorities, but will be payable solely from payments made from the revenues generated from the housing program.

As persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

At the time and place fixed for said public hearing persons who appear will be given an opportunity to express their views for or against the proposal to issue said bonds, and any written comments received by the Clerk of the Circuit Court, ex-officio clerk to the Board will be considered.

In accordance with the American Disabilities Act, persons needing special accommodation to participate in the proceeding should contact the County Manager's Office no later than seven (7) days prior to the proceeding at 9 East Jefferson Street, Quincy, Florida 32351, (850) 875-8650, (850) 875-8654 (TDD).

Board of County Commissioners
Gadsden County, Florida
September 12, 2013

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013

Date Submitted: September 16, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Arthur Lawson, Sr., Assistant County Administrator

Subject: Approval to Confirm the Appointment of the Planning and
Community Development Director

Statement of Issue:

This agenda item seeks Board confirmation of the employment of Allara Gutcher as the new Planning and Community Development Director.

Background:

The County Administrator has the authority to select, employ, and supervise all personnel and to fill all vacancies, positions or employment under the jurisdiction of the Board. However, Section 2.83, **Powers and Duties**, of the Gadsden County Code of Ordinances and Florida Statutes 125.74(K), requires the Board of County Commissioners to confirm Department heads employed by the Administrator.

Analysis:

In order to fill the vacant Planning and Community Development Director position, staff completed an open competitive search for a new director. The Administrator, along with committee, interviewed the top three applicants and concluded that Allara Gutcher was the top candidate. Based upon her educational qualifications and previous experience, Ms. Gutcher has the professional and managerial skills required to successfully perform the job of the Planning and Community Development Director. Ms. Gutcher has a Masters Degree in urban and regional planning and fifteen years of experience in the planning and community development field. This individual brings a wealth of knowledge and professional experience to this position. Her attached application and resume details her experience and background.

The County Administrator requests employment confirmation of Allara Gutcher in order to be in compliance with the County’s Code of Ordinances and the Florida Statutes.

Fiscal Impact:

The fiscal impact will be the salary and benefits of the Planning and Community Development Director as negotiated by the County Administrator.

Options:

1. Approve County Administrator's recommendation to confirm employment of Allara Gutcher as the Planning and Community Development Director.
2. Do not approve the confirmation.
3. Board Direction.

County Administrator's Recommendation:

Option #1

Attachment:

1. Employment application and resume for Allara Gutcher



GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS EMPLOYMENT APPLICATION

AN EQUAL OPPORTUNITY EMPLOYER / AN AFFIRMATIVE ACTION EMPLOYER
DRUG FREE WORKPLACE
P.O. BOX 920 + QUINCY, FL 32353-0920 + (850) 875-8660 + Fax: (850) 875-8652
www.gadsgov.net

NOTE: This application must be completed in its entirety and signed if you wish to be considered for employment with the Board of County Commissioners. Information submitted on the application is subject to verification.

APPLICANT INFORMATION (Please print)

Name Gutcher (aka Mills-Gutcher) Allara M
M.I.
 Last Name First Name

Home Address (Number & Street): 2311 Lee St.
 City: Lynn Haven County: Bay State: FL Zip Code: 32444
 Home Telephone: (850) 319 9180 Business Telephone: ()
 Social Security Number: available upon interview (for security purposes)
 Driver's License Number: _____ State of Issue: FL

Position(s) Applied For: 1. Planning and Community Dev. Director #0017
 2. _____

EDUCATION

HIGH SCHOOL:
 NAME / LOCATION OF SCHOOL: Gosnell High School, AR RECEIVED: Diploma Other(specify) _____ None

YOUR NAME, IF DIFFERENT WHILE ATTENDING SCHOOL: Allara Mills

COLLEGE, UNIVERSITY OR PROFESSIONAL SCHOOL: (TRANSCRIPTS MAY BE REQUIRED)

NAME OF SCHOOL	LOCATION	DATES OF ATTENDANCE (MONTH/YEAR)		CURRENT HOURS EARNED		MAJOR / MINOR COURSE OF STUDY	TYPE OF DEGREE EARNED
		FROM	TO	QTR.	SEM.		
<u>Florida State Univ</u>	<u>Tallahassee</u>	<u>8/85</u>	<u>4/90</u>		<u>120</u>	<u>Design</u>	<u>B.S.</u>
<u>Univ. of Oklahoma</u>	<u>Norman, OK</u>	<u>8/85</u>	<u>12/88</u>		<u>50</u>	<u>Planning</u>	<u>MS.</u>

YOUR NAME, IF DIFFERENT WHILE ATTENDING SCHOOL: Allara Mills / Allara Mills Gutcher

JOB-RELATED TRAINING OR COURSE WORK: (VOCATIONAL, TRADE, GOVERNMENTAL, BUSINESS, ARMED FORCES, ETC.)

NAME OF SCHOOL	LOCATION	DATES OF ATTENDANCE (MONTH/YEAR)		CURRENT HOURS EARNED		COURSE OF STUDY	WAS TRAINING COMPLETED?	
		FROM	TO	CLASS	CLOCK		YES	NO

YOUR NAME, IF DIFFERENT WHILE ATTENDING SCHOOL: _____

PERIODS OF EMPLOYMENT

Describe your work experience in detail, beginning with your current or most recent job. Include military service (indicate rank) and job-related volunteer work, if applicable. Indicate number of employees supervised. Use a separate block to describe each position or gap in employment. If needed, attach additional sheets, using the same format as on the application. All information in this section must be completed. Resumes may be attached to provide additional information.

1 Name of Present or Last Employer: The Planning Collaborative (self employed)
 Address: 2311 Lee St. Lynn Haven, FL Phone No.: (850) 319 9180
 Your Job Title: Principal Supervisor's Name: Self
 FROM: 06/20/11 TO: present HOURS PER WEEK: Varies (same)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME, IF DIFFERENT DURING EMPLOYMENT
 Starting Salary Varies (\$150/hr) Ending Salary Varies (\$150/hr)
 Duties and Responsibilities: worked with City of Destin on EAR-based updates to the Comprehensive Plan. Expert witness testimony for Tallahassee-based attorneys. Worked as a sub to engineering firm in Escambia county for Escambia county policy.
 Reason For Leaving: More stable work

2 Name of Next Previous Employer: City of Panama City
 Address: 9 Harrison Ave. Panama City Phone No.: (850) 872 3025
 Your Job Title: Planning Manager Supervisor's Name: Jeff Brown
 FROM: 10/31/06 TO: 06/17/11 HOURS PER WEEK: 40 (same)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME, IF DIFFERENT DURING EMPLOYMENT
 Starting Salary [redacted] Ending Salary [redacted] * /no raises were
 Duties and Responsibilities: Manager of Division & supervisor of staff of 3 given during last 4 years of my tenure there. Also directed GIS staff regarding GIS related work. Updated the Comprehensive Plan based on EAR - managed & wrote EAR for the city.
 Reason For Leaving: family purposes

3 Name of Next Previous Employer: PBS&J (now known as Atkins)
 Address: 120 Richard Jackson Blvd. Panama City Beach Phone No.: (850) 236 8675
 Your Job Title: Senior Planner I Supervisor's Name: David Haight
 FROM: 12/1/03 TO: 10/1/06 HOURS PER WEEK: 24 (same)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME, IF DIFFERENT DURING EMPLOYMENT
 Starting Salary \$25.00/hour +/- Ending Salary \$28.00/hour +/-
 Duties and Responsibilities: Project manager for various studies, Towne of Seahaven Preliminary Development Agreement & co-manager of Seahaven DRI. (then) -> DCA contract on integration of the local Mitigation Strategy into the Comprehensive Plan.
 Reason For Leaving: to become Planning Manager @ Panama City

4 Name of Next Previous Employer: Bay County
 Address: 840 W. 14th St. Panama City Phone No.: (850) 248 8142
 Your Job Title: Planner I, Planner II, Planner III Supervisor's Name: Dan Shaw
 FROM: 01 / 00 / 00 TO: 11 / 03 / 03 HOURS PER WEEK: 40 (same)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME, IF DIFFERENT DURING EMPLOYMENT
 Starting Salary 32,000 +/- Ending Salary 40,000 +/-
 Duties and Responsibilities: Administrator of the Comprehensive Plan, all long-range planning tasks. Manager of the West Bay Sector Plan and the West Bay Detailed Specific Area Plan. Updated LDRs to include zoning for first time for Bay County.
 Reason For Leaving: to work part time after the birth of my child.

5 Name of Next Previous Employer: City of Callaway
 Address: 6601 E. HWY 22 Phone No.: (850) 871 6000
 Your Job Title: Planner Supervisor's Name: Janice MacDonald
 FROM: 11 / 98 / 00 TO: 01 / 00 / 00 HOURS PER WEEK: 40 (same)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME, IF DIFFERENT DURING EMPLOYMENT
 Starting Salary 26,000 +/- Ending Salary 28,000 +/-
 Duties and Responsibilities: Land development review, assessment of impact fees.
 Reason For Leaving: to advance my career

6 Name of Next Previous Employer: _____
 Address: _____ Phone No.: (_____) _____
 Your Job Title: _____ Supervisor's Name: _____
 FROM: _____ / _____ / _____ TO: _____ / _____ / _____ HOURS PER WEEK: _____ (_____)
MONTH DAY YEAR MONTH DAY YEAR YOUR NAME, IF DIFFERENT DURING EMPLOYMENT
 Starting Salary _____ Ending Salary _____
 Duties and Responsibilities: _____
 Reason For Leaving: _____

LICENSURE, REGISTRATION, CERTIFICATION EXAMPLES: Driver's License, Teacher Certification, RN, LPN, PE, CPA, etc

LICENSE, REGISTRATION OR CERTIFICATION:	Number	Date Received	Expiration Date	State Licensing Agency
American Institute of Certified Planners	016794	07/2001	None	N/A

KNOWLEDGE / SKILLS / ABILITIES (KSAs)

List KSAs you possess and believe relevant to the position you seek, such as operating heavy equipment, computer skills, fluency in language(s), etc

please visit me on www.linkedin.com

EXEMPTION FROM PUBLIC RECORDS DISCLOSURE

ARE YOU A CURRENT OR FORMER LAW ENFORCEMENT OFFICER, OTHER EMPLOYEE** OR THE SPOUSE OR CHILD OF ONE, WHO IS EXEMPT FROM PUBLIC RECORDS DISCLOSURE UNDER SEC 119 07, F S ?

YES NO

**Other covered jobs include: correctional and correctional probation officers, firefighters, certain judges, assistant state attorneys, state attorneys, assistant and statewide prosecutors, personnel of the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement, and certain investigators in the Department of Children and Families [see Sec 119 07, F.S.]

BACKGROUND INFORMATION

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR A FIRST DEGREE MISDEMEANOR?

YES NO

If "YES", what charges? N/A

Where convicted? N/A

Date of Conviction: N/A

HAVE YOU EVER PLED NOLO CONTENDERE OR PLED GUILTY TO A CRIME WHICH IS A FELONY OR A FIRST DEGREE MISDEMEANOR?

YES NO

If "YES", what charges? N/A

Where? N/A

Date: N/A

HAVE YOU EVER THE ADJUDICATION OF GUILT WITHHELD FOR A CRIME WHICH IS A FELONY OR A FIRST DEGREE MISDEMEANOR?

YES NO

If "YES", what charges? N/A

Where? N/A

Date: N/A

NOTE: A "YES" answer to these questions will not automatically bar you from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which you are applying are considered.

CITIZENSHIP

Gadsden County hires only U.S. citizens and lawfully authorized alien workers. If a conditional offer of employment is made, you will be required to provide identification and proof of citizenship or authorization to work in the U.S.

ARE YOU A U.S. CITIZEN OR ARE YOU LEGALLY AUTHORIZED TO WORK IN THE U.S.?

YES NO

RELATIVES

TO YOUR KNOWLEDGE, DO YOU HAVE ANY RELATIVES WORKING FOR GADSDEN COUNTY?

YES NO

SELECTIVE SERVICE SYSTEM REGISTRATION

All males between the ages of 18 and 26 must be registered with the Selective Service System or be exempted.

IF YOU ARE A MALE BETWEEN THE AGES OF 18 AND 26, DO YOU HAVE PROOF OF REGISTRATION WITH THE SELECTIVE SERVICE SYSTEM OR EXEMPTION FROM SUCH REGISTRATION?

N/A YES NO

CERTIFICATION

I am aware that any omissions, falsifications, misstatements, or misrepresentations above may disqualify me for employment consideration and, if I am hired, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I consent to the release of information about my ability, employment history, and fitness for employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel staff and other authorized employees of Gadsden County government for employment purposes. This consent shall continue to be effective during my employment if I am hired. I understand that applications submitted for county employment are public records except as exempted above. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete and made in good faith.

SIGNATURE: Debra M. Fletcher

DATE: July 17, 2013

Allara Mills Gutcher
2311 Lee Street
Lynn Haven, FL 32444

Gadsden County
Board of County Commissioners
P.O. Box 920
Quincy, FL 32353-0920

July 23, 2013

To Whomever it May Concern:

I am submitting my application and resume (attached) for the position of Planning and Community Development Director, as posted on the Florida American Planning Association website. I am an excellent candidate for the position, and meet all criteria as posted on the county website.

I have extensive knowledge and experience in the field of land use planning, to include almost five years in a supervisory position with the City of Panama City as Planning Manager. There I managed the Planning Division, where I reported directly to the City Manager's office on all matters. As the Planning Manager, it was my responsibility to ensure the continued daily functions of city planning initiatives, report to the City Manager when questions or concerns arose, and aide the city commission with detailed knowledge in decision-making processes. I also supervised three staff, developed the annual budget, and represented the City on various boards and committees. During my time with the City, we completed and adopted an Evaluation and Appraisal Report of the Comprehensive Plan, and adopted the EAR-based amendments. Prior to my departure, we began updating the Land Development Regulations as a result of the EAR-based amendments. I was also project manager for the City's first Post Disaster Redevelopment Plan.

I also worked closely with the Community Redevelopment Agency (CRA) Executive Director on infill and redevelopment issues, as Panama City has four active CRAs. The Planning Division was actively involved with aligning redevelopment activities with the regulatory codes of the Land Development Regulations and policies of the Comprehensive Plan.

I look forward to meeting you and discussing my candidacy for the position of Planning and Community Development Director.

Best Regards,


Allara Mills Gutcher, AICP

ALLARA MILLS GUTCHER, AICP

EXPERIENCE

The Planning Collaborative. Panama City, Tampa, FL (*June '11 – present*)

Principal

Land use planning consultant for various types of projects to include policy planning, site development entitlements, expert witness, and community-based initiatives. Projects include: technical writing and update of the City of Destin EAR-based amendments and public meeting presentations; Escambia County policy planning consultation; expert witness: *Bush v City of Mexico Beach*, *SkyDive Live v. Walton County*.

City of Panama City, Planning and Land Use Services Division. Panama City, FL (*October '06 – June '11*)

Manager, Planning Services

Reported directly to the City Manager's office; supervisor of three staff, in addition to direction of GIS staff on planning tasks. Responsibilities embody personnel issues including recruitment, hiring, discipline, conflict resolution, and work assignments; made recommendations and presentations to various city boards on all legislative and quasi-judicial decisions relating to growth management; worked with community redevelopment staff and initiatives for economic development and revitalization; determined staff workload responsibilities and resource allocations; managed professional service contracts, purchase orders, and other departmental budgetary tasks. Prepared annual departmental budget. Created City's concurrency management tracking forms. Investigated and resolved complex public relations issues between the City, citizens and civic groups related to planning and land use matters. Managed and team author of the 2007 Evaluation and Appraisal Report and subsequent EAR-based amendments; managed the adoption of the Public Schools Facilities Element; brought the DCA pilot initiative, the Post Disaster Redevelopment Plan (PDRP) to the City; Chair of the PDRP Executive Committee. Technical Advisory Committee, Bay County Joint Land Use Study (JLUS). Member of the Florida Defense Alliance, Growth Management Committee.

Presenter: 2010 Florida American Planning Association (APA) annual conference – mobility planning

Presenter 2009 Florida APA annual conference – post disaster redevelopment planning

Presenter: 2007 Florida APA annual conference – CRA visioning.

FAPA Delegate, Planning and Food Systems Policy, APA 2007 National Conference.

PBS&J. Panama City Beach, FL. (*December '03 – October '06*)

Senior Planner I

Project manager for Bay County Beaches Area Existing Land Use Map Study; the Towne of Seahaven PDA and co-manager for the Seahaven DRI. Project manager for the St. Andrews CRA Design Guidelines update and the Bay County Existing Lands Study. Conducted several large and small-scale comprehensive plan amendments in Bay, Walton and Santa Rosa Counties to include public presentations. Other projects included a FDCA contract on Integration of the Local Mitigation Plan into the Local Comprehensive Plan for counties statewide; several DRI annual or biennial reports including Pier Park and WaterColor; the Panama City-Bay County International Airport relocation project to include writing the new zoning regulations; various due diligence and entitlement reports.

Presenter: 2006 Florida American Planning Association annual conference – Integrating Hazard Mitigation into the Comprehensive Plan.

Publications: "Placemaking on a Budget" Case Study 3.4, (PAS Report) American Planning Association, 2005, p. 98.

Bay County Board of County Commissioners, Development Services Department, Planning and Zoning Division. Panama City, FL. (*January '00 – November '03*)

Planner III (*June '01 – November '03*)

Special projects include staff project manager for the feasibility study of a Transferable Development Rights (TDR) Program, project manager of the Bay County Optional Sector Plan and West Bay Detailed Specific Area Plan, lead team member for research and development of the draft 2003 Land Development Regulations. Performed advanced professional work related to a variety of planning assignments. Reviewed and processed complex comprehensive plan amendments; responsible for staff reports and public presentation relative to these amendments to the Planning Commission and the Board of County Commissioners; provided public assistance on various planning and zoning issues and permitting; monitored municipal annexations in accordance with §171, F.S.; planning staff for GIS related activities; represented the County on various technical and citizen-based committees.

Publications: "West Bay Area Sector Plan – An Optional Sector Plan for Bay County", Florida Planning, (September 2002), pp. 7 – 8.

Planner II (*January '01 – June '01*)

All duties as described below, in addition to monitoring all municipal annexations in accordance to §171, F.S. through staff reports to the County Manager. Provided technical assistance during public workshops during the Citizen Leadership Institute's sessions for Land Development Code forums. Metropolitan Planning Organization

2311 Lee Street • Lynn Haven, FL 32444 • (850) 319-9180 • e-mail allara@theplanningcollaborative.com

(MPO) Technical Coordinating Committee (TCC) Chairman. MPO Congestion Management System (CMS) member.

Planner I (January '00 – January '01)

Responsible for long range planning activities; implementation of the Comprehensive Plan, preparation of large and small-scale Comprehensive Plan amendments, and public presentations to planning officials and citizens. Other responsibilities included providing public assistance and guidance on various planning and zoning issues and permitting, staff reports to the Planning Commission and County Commissions regarding Comprehensive Plan amendments, and maintenance of planning maps. MPO TCC Vice-Chairman, then Chairman. MPO CMS member, and member of various other intergovernmental advisory groups.

City of Callaway, Planning Department. Callaway, FL. (November '98 – January '00)

Planner

Responsibilities included residential land development review, assessment of impact fees of all development, and issuance of Certificates of Approval. Experience as Community Rating System (CRS) Coordinator, Flood Zone Administrator, Zoning Administrator, and Census 2000 Coordinator. Additional responsibilities included Land Development revision team member, and staff to the Board of Adjustments and Planning Board. Provided citizen assistance on myriad planning and zoning matters. MPO TCC member, then Vice-Chairman.

Other Relevant Experience

Florida State University, Panama City Campus. Panama City, FL (Spring, Summer, 2009 and Fall 2011)

Adjunct Professor

URP 3000 – Introduction to Planning, Spring 2009 and Fall 2011; URP 4314 Planning Practice, Summer 2009.

EDUCATION

University of Oklahoma, Norman OK
Master of Regional and City Planning

Florida State University, Tallahassee, FL
Bachelor of Science

PROFESSIONAL VOLUNTEER WORK

- **Florida American Planning Association (FL APA).** Treasurer (September '08 – September '12) Elected two terms; responsible for approximately \$570,000 annual budget, quarterly reports, presentation of budget to general membership (3,200 members) at annual FL APA meetings.
- **Leadership Bay.** Guest speaker on growth management (annually, 2007 – 2010)
- **Founder and Organizing Committee, Thirty Days of Green/Bay Green Expo (inaugural event 2008).** Event Organizer (2008 and 2009)
- **FL DCA Secretary Pelham's Focus Group.** Member (Winter 2007/2008, for the 2008 legislative session)
- **U.S. Green Building Council, Northern Gulf Coast Chapter.** Board Member (July '07 – October '08)
- **Friends of St. Andrews Bay.** Growth Management Committee Member (2007 – 2009)
- **Florida American Planning Association, Legislative Policy Committee.** Committee Member (November '06 – September '08)
- **Box City.** Event Coordinator and Instructor (November 5 and 8, 2004, Oct. 23, 2007, Oct. 10, 2008, January 12, 2009, November 2012, May 2013)
- **City of Lynn Haven Beautification Board.** Board Member (appointed). (January '02 – December '02)
- **Florida APA Executive Committee, Emerald Coast Section.** (Dec. '01 – June '06)
 - Immediate Past Chair (July '04 – June '06)
 - Chair Person (July '02 – June '04)
 - Chair-Elect (December '01 – July '02)
- **Truesdell Park Advisory Committee.** Committee Member, Panama City, FL. (June '99 – August '99)
- **St. Andrews WaterFronts Project.** Design and Planning Committee Member, Newsletter Editor and Publisher. (March '98 – June '01 and intermittently through 2005.)

OTHER

- **Girls Inc., Panama City Affiliate.** Board Member (November 2010 – 2013)
- **Guardian Ad Litem.** Court Appointed Special Advocate (July 2011 – present)
- **Fond Baptiste, Haiti.** Part of a non-profit initiative to offer aide to a community in Haiti to become self-sustainable through education, clean water, and/or microeconomics. Trip leader – March 2012 (September 2011 and March 2012)

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013

Date Submitted: September 17, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator

Subject: Appointment of Peter Patel to the Gadsden County Tourist Development Council

Statement of Issue:

This agenda item seeks Board appointment of Peter Patel to the Gadsden County Tourist Development Council to fill the current vacancy of a “Hotel Owner / Tax Collector.”

Background:

On October 15, 2002, the Gadsden County Board of County Commissioners (BOCC) approved Ordinance 2002-003, levying and imposing a Tourist Development tax; adopting the Gadsden County Tourist Development Plan; providing for voter approval, providing for severability and effective date of the tax. The Board of County Commissioners also directed a referendum to be held during the November 5, 2002 election to levy and impose the Tourist Development Tax. Since this time, the Gadsden County Tourist Development Council has operated as a nine (9) member advisory council with members appointed by the BOCC for a four-year term.

In August 2006, the County transferred all administrative duties of the TDC to the Planning and Community Development Department.

Analysis:

The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the

council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of 4 years. The terms of office of the original members shall be prescribed in the resolution required under paragraph (b). The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The council shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section. The changes in the composition of the membership of the tourist development council mandated by chapter 86-4, Laws of Florida, and this act shall not cause the interruption of the current term of any person who is a member.

Currently, the following individuals represent Tourist Development Council members:

	Representation	Existing Members	Nomination Status	Revised Stagg Term	Recommended Staggered Years
1	Elected Official BOCC Chairman or Appointee Gadsden County	The Honorable Gene Morgan District 1	OPEN-BOCC to Appoint	01/15/2013-12/31/2017	Duration as Chairman or as BOCC deems (4)
2	Elected Official Populous Municipality City of Quincy	The Honorable Keith Dowdell	OPEN-City to Appoint	06/10/2013-12/31/2017	Duration of Term or City deems (4)
3	Hotel Owner/Tax Coll. VACANT		BOCC Appointment		(4) Years
4	Tourism Industry Chattahoochee RV Resort	Lee Garner	BOCC Appointment	02/19/2013-12/31/2016	(3) Years
5	Elected Official City of Midway	David Knight	BOCC Appointment	09/20/2011-12/31/2013	(3) Years
6	Tourism Industry	Matt Thro	BOCC Appointment	09/20/2011-12/31/2013	(2) Years
7	Hotel Owner/Tax Coll. City of Midway	Hemant Patel	BOCC Appoint	03/04/2013-12/31/2015	(2) Years
8	Collector of Tax Whipoorwill Lodge	Jeff Dubree	Self Nominated BOCC to Appoint	02/19/2013-12/31/2014	(1) Year
9	Tourism Industry -Vacant		BOCC to Appoint		(1) Year

During the September 16, 2013 Tourist Development Council meeting it was discussed/reviewed and unanimously approved 5-0 to reappoint Mr. Peter Patel as a member of the Gadsden County Tourist Development Council.

Mr. Patel, a local hotel owner (Tax Collector), tendered his resignation via email to the TDC on April 2, 2013 due to scheduling conflicts. At this time Mr. Patel would like to rescind his resignation and return to the TDC Board.

Once BOCC approves TDC's recommendation and appoints Peter Patel, this action will bring the BOCC and TDC closer to being in full compliance as outlined in Section 125.0104(4)(e), Florida Statutes.

Fiscal Impact:

NONE

Options:

Option 1 Appoint Peter Patel to the Gadsden County Tourist Development Council to fill the vacancy of the Hotel Owner / Tax Collector.

Option 2 Board Direction

County Administrator Recommendation:

Option 1

**Board of County Commissioners
Agenda Request**

Date of Meeting: October 1, 2013
Date Submitted: September 18, 2013
To: Honorable Chairperson and Members of the Board
From: Robert Presnell, County Administrator
Curtis Young, Public Works Director
Subject: Approval of the Small County Outreach Program Agreement with the Florida Department of Transportation and Resolution #2013-018 for the Widening and Paving of Lewis Lane

Statement of Issue:

This agenda item seeks Board approval and execution of the Small County Outreach Program Agreement and Resolution #2013-018 for acceptance of State of Florida funding for the widening and paving of Lewis Lane.

Background:

The State of Florida assists small counties with funding for road resurfacing projects under the Small County Outreach Program (SCOP). These projects are selected from candidate projects submitted by the County and funded by the Florida Department of Transportation (FDOT) to include major arterial and collector roads in need of major repair.

Analysis:

Lewis Lane was selected based on the current condition of the roadway. This grant funded project will benefit Gadsden County in the amount of \$605,011.00 through SCOP monies received.

Financial Impact:

None, Public Works will administer the project through a Small County Outreach Program Agreement with the FDOT.

Options:

1. Approve the Small County Outreach Program Agreement and authorize the Chair to execute the Agreement and Resolution 2013-018.
2. Board Direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Small County Outreach Program Agreement – 5 copies
2. Resolution #2013-018 – 5 copies

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

Financial Project No.: 431327-1-58-01
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this _____ day of _____, 2013, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and **Gadsden County**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. **431327-1-58-01, for widening and paving Lewis Lane from County Road 379 (Mt Pleasant) to County Road 379A (Glory Road)**, hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. **SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Florida Department of Transportation
Program Management Office
PO Box 607
Chipley, Florida 32428

TO COUNTY:

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Design to be completed on or before **January 31, 2014.**
- ii) Construction contract to be let on or before **March 31, 2014.**
- iii) Construction to be completed on or before **December 31, 2014.**

B. The COUNTY agrees to complete the PROJECT on or before **December 31, 2014.** If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT will fund 75% of the estimated cost of the PROJECT. The parties agree the total estimated project cost is Eight Hundred One Thousand Six Hundred Eighty One Dollars (\$801,681.00). Please see Exhibit B. **The parties further agree that the DEPARTMENT's maximum participation is Six Hundred Five Thousand Eleven Dollars (\$605,011.00) and all remaining costs of the PROJECT will be borne by the COUNTY.**

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:

- monthly, or
 once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:

- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
 In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.
 Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.

D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final

payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated: "The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

M. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

O. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).
- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
 - a. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attention: Financial Services Office
1074 Highway 90
Chipley, Florida 32428
 - b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
 - a. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attention: Financial Services Office
1074 Highway 90
Chipley, Florida 32428
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the

date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. RECORD RETENTION. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed through date of termination.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, 2013, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, 2013, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, 2013.

GADSDEN COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY, DISTRICT THREE

District Construction/Maintenance
Engineer Approval:

Legal Review:

Availability of Funds
Approval:

(Date)

EXHIBIT A

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.009 Small County Outreach Program	\$605,011.00

Compliance Requirements

1. See attachment for Compliance Supplement
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.

EXHIBIT B

**Engineer's Opinion of Probable Costs to Widen and Pave Lewis Lane
from County Road 379 (Mt Pleasant) to County Road 379A (Glory Road)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
GENERAL COSTS					
0101-1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
0102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 15,000.00	\$ 15,000.00
0110-1-1	CLEARING & GRUBBING	1	LS	\$ 20,000.00	\$ 20,000.00
0908104-1	CONTRACTORS EROSION CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00
ROADWAY					
0110 7 1	MAILBOX, F&I SINGLE	8	EA	\$ 125.00	\$ 1,000.00
0334 1 12	SUPERPAVE ASPH CONC, TRAF B, PG 67-22	1800	TN	\$ 85.00	\$ 136,000.00
0120-1	REGULAR EXCAVATION	500	CY	\$ 5.00	\$ 2,500.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	2500	CY	\$ 9.00	\$ 22,500.00
0160-4	TYPE B STABILIZATION	18000	SY	\$ 3.25	\$ 58,500.00
285706	OPTIONAL BASE, BASE GROUP 06	13600	SY	\$ 13.00	\$ 176,800.00
0350 1 1	PLAIN CEMENT CONCRETE PAVEMENT, 6"	1750	SY	\$ 35.00	\$ 61,250.00
0430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	720	LF	\$ 45.00	\$ 32,400.00
0430984125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	36	EA	\$ 800.00	\$ 28,800.00
0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/CD	96	LF	\$ 120.00	\$ 11,520.00
0400 1 2	CONCRETE CLASS I, ENDWALLS	20.8	CY	\$ 700.00	\$ 14,560.00
0182-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	12000	SY	\$ 1.50	\$ 18,000.00
0570-1-2	PERFORMANCE TURF, SOD	3500	SY	\$ 2.25	\$ 7,875.00
0570-1-1	PERFORMANCE TURF	12000	SY	\$ 0.50	\$ 6,000.00
PAVEMENT MARKINGS					
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$ 5,000.00	\$ 5,000.00
711-111111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	2.05	NM	\$ 3,500.00	\$ 7,175.00
711-11211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	2.05	NM	\$ 3,500.00	\$ 7,175.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	270	EA	\$ 3.75	\$ 1,012.50
CONSTRUCTION TOTAL					\$ 668,067.50
10% CONTINGENCIES					\$ 66,806.75
10% ENGINEERING					\$ 66,806.75
TOTAL					\$ 801,681.00

RESOLUTION #2013-018

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE "STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT".

WHEREAS, Gadsden County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the widening and resurfacing of Lewis Lane from County Road 379 (Mt Pleasant Road) to County Road 379A (Glory Road); and

WHEREAS, the State of Florida, Department of Transportation, is willing to provide the COUNTY WITH FINANCIAL ASSISTANCE UNDER Financial Project No.: 431327-1-58-01 for costs directly related to widening and resurfacing of Lewis Lane from County Road 379 (Mt Pleasant Road) to County Road 379A (Glory Road); and

WHEREAS, the State of Florida, Department of Transportation, has requested that Gadsden County enter into a "State of Florida, Department of Transportation, Small County Outreach Program Agreement", attached hereto; and

WHEREAS, the State of Florida, Department of Transportation, Small County Outreach Program Agreement", requires that a Resolution be passed by the Board of County Commissioners of Gadsden County, Florida, authorizing the Chairman of the Board of County Commissioners of Gadsden County, Florida, to execute and enter into the "State of Florida, Department of Transportation, Small County Outreach Program Agreement", attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gadsden County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Gadsden County, Florida, is authorized to enter into and execute the "State of Florida, Department of Transportation, Small County Outreach Program Agreement" for Financial Project No. 431327-1-58-01.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, this _____ day of _____, 2013.

GADSDEN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Douglas Croley, Chairman

Nicholas Thomas, Clerk

**Board of County Commissioners
Agenda Request**

Date of Meeting: October 1, 2013

Date Submitted: September 18, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Curtis P. Young, Public Works Director

Subject: Approval of Interlocal Agreements with Local Municipalities and the Gadsden County School Board

Statement of Issue:

This item seeks Board approval of Interlocal Agreements with six (6) municipalities and the Gadsden County School Board for road maintenance and special project activities.

Background:

Historically, the Public Works Department has entered into agreements with the City of Chattahoochee, City of Gretna, City of Midway, City of Quincy, Town of Greensboro and the Town of Havana in order to back-charge these municipalities for work done. Through these agreements, the County assists the municipalities with needed services (i.e. grading, ditch work, dirt hauling, etc.) and is reimbursed for actual work done through the agreements.

Staff has received several requests for special projects over the past year and has reviewed and modified agreements to provide a formal mechanism for special project requests to be considered.

After a thorough review of the pricing for services, staff has determined that the County Public Works Department will reduce the pricing to match what was used in 2011. The expenses are presented in the new agreements for 2013-2014 as Attachment B.

Analysis:

The Public Works Department has the equipment and operators needed to assist the municipalities with work done to roads, ditches and other infrastructure needs. This work is back-charged based on agreed upon hourly rates in the Interlocal Agreement. The need to recover costs in the funding received by Public Works from the State is due to restricted gas-tax revenues apportioned by the State to Gadsden County and the municipalities. In order to legally utilize our county gas tax funds to assist

municipalities, we must be able to recover our county (unincorporated area) gas tax dollars expended in the incorporated boundaries of the municipalities.

The agreement language and billing rate tables are exactly the same among all of the prospective agency partners with the exception of the Gadsden County School Board who only needs driveway work, materials and the occasional special project.

Fiscal Impact:

None - Public Works will recover costs with the hourly costs (salary, over-time, benefits, fuel, maintenance, materials) via the billing rate schedule included in the agreement as Attachment B.

Options:

1. Approve the Inter-Local Agreements with all the Municipalities and the Gadsden County School Board and authorize the Chairperson to execute all documents.
2. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. 2013-14 Draft Interlocal Agreement with Attorney Recommended Changes
2. 2013-14 Interlocal Agreements
3. Attachment A – “City” Roads Covered by the Interlocal Agreement
4. Attachment B – Billing Rate Table

INTERLOCAL AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2013, by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter, the "County"), and the City of Quincy, a municipality within the County of Gadsden (hereinafter, the "City").

The City has determined that it may need to request the services of the County to assist with maintenance or special project needs:

It is agreed to by and between the City and the County as follows:

1. During the term of this Agreement, the County, upon the City's request, subject to availability, and in consideration for payment from the City as provided herein, shall perform the ~~needed~~ maintenance requested by the City on the paved and unpaved roads and streets within ~~Gadsden County~~ the incorporated boundaries of the City, as set forth in Exhibit "A." Maintenance shall include asphalt repair and dirt road grading only. The County shall only perform maintenance at the City's express request, and shall not be responsible for identifying or advising the City of needed maintenance. The County may, in its sole discretion, decline to perform any requested work.
2. The City Manger of the City or his/her authorized designee shall be the agent of the City for administration and implementation of this Agreement, and shall be responsible for making requests for any desired maintenance to the Gadsden County~~provide the Public Works Department with information concerning the need and necessity for County maintenance on unpaved or paved roads and streets within Gadsden County.~~ The County will undertake reasonable efforts to commence and complete the requested work subject to depending on the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing between the parties.
3. During the term of this Agreement, should the City desire County assistance with a special project, the City shall provide a written request submitted to the County Administrator. If ~~approved by~~ the County Administrator determines that the requested special project is appropriate for County assistance, the County shall provide a written quotation to the City for the work requested ~~for special projects~~. The written quotation will take into account, in addition to all costs, fees, and expenses, salaries, wages, and overtime. Special projects shall include, but not be limited to, be defined as (i.e. maintenance to athletic fields, ditch es pulling, drainage structures, ~~or and~~ rights-of-way mowing/maintenance) and ~~will take into account salaries, wages, and over-time if required by virtue of the City's request.~~ If the written quote is ~~acceptable and~~ approved by the City, then upon receiving written notice of approval, the County will schedule and

perform the approved work subject to availability of County equipment, personnel, and materials.

4. As compensation for the maintenance requested by the City, the ~~County~~ City shall billpay the ~~City~~ County based upon services rendered at the rate(s) indicated in Exhibit "Attachment" "BA."
5. If the City does not agree with billing fees for work performed, theyit may contact the County Administrator for resolution of billing disputes. The County Administrator shall have the sole authority to resolve all billing disputes.
6. Should the City be in payment default of more than 30 days, the County Administrator shall cease all work under this ~~a~~Agreement, unless prior payment arrangement has been made and agreed upon between the City and the County.
7. The City acknowledges past and present jurisdiction over and maintenance responsibility for any public property upon which any maintenance is requested or performed pursuant to this Agreement, regardless of current record title ownership of the property. To the extent that the County has not formally granted, donated, dedicated, or otherwise conveyed title to, jurisdiction over, or responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, the County hereby grants, donates, dedicates, releases, remises, and/or quitclaims title to, jurisdiction over, and responsibility for such public property to the City, finding that such conveyance is in the public interest. To the extent that the City has not formally accepted or acknowledged title, jurisdiction, and maintenance responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, approval and execution of this Agreement by the City shall constitute formal acknowledgment and acceptance of such title, jurisdiction, and responsibility. A non-exclusive list of the roads, streets, and public areas for which title, jurisdiction, and maintenance responsibility are, to the extent necessary, hereby formally acknowledged and accepted by the City is attached as Exhibit "A." The foregoing is not an acknowledgement or assertion by the County that the County has or had any title, jurisdiction, or maintenance responsibility for the roads, streets, or other public areas upon which maintenance is requested or performed pursuant to this Agreement, but is a release of any such title, jurisdiction, or maintenance responsibility that the County may have. In entering into and performing any work pursuant to this Agreement, the County is acting solely in its capacity as an independent contractor and is not asserting, taking or exercising custody, control, ownership, or possession of the subject property. The execution of or performance of any work pursuant to this Agreement shall not render the County responsible, in whole or in part, for any past, present, or future maintenance or liability.
8. The agreement remains in effect from the date of execution until September 30, 2014.
9. Either party may terminate this Agreement in total, with or without cause, by providing 30 days' written notice of its intent to terminate. In the event of termination, the City shall continue to be responsible for payment of all amounts due for work performed during the term of this Agreement.

10. The City expressly recognizes and acknowledges that it is solely responsible for the streets, roads, and other public areas within and under its jurisdiction which are the subject of this Agreement, and the County shall have no liability or responsibility for any damages or injury which may occur on or be related to the streets, roads, and other public areas within and under the City's jurisdiction which are the subject of this Agreement. The City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring on or related to the streets, roads, or other public areas within and under the City's jurisdiction which are the subject of this Agreement.
11. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF QUINCY, FLORIDA

By: _____ By: _____
 _____, CITY CLERK _____, MAYOR

APPROVED AS TO FORM:

By: _____
 _____, CITY ATTORNEY

ATTEST:

**GADSDEN COUNTY, FLORIDA BOARD OF
COUNTY COMMISSIONERS**

By: _____

NICHOLAS THOMAS, CLERK

By: _____

DOUGLAS CROLEY, CHAIR

APPROVED AS TO FORM:

By: _____

DEBORAH S. MINNIS, COUNTY ATTORNEY

INTERLOCAL AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2013, by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter, the "County"), and the City of Quincy, a municipality within the County of Gadsden (hereinafter, the "City").

The City has determined that it may need to request the services of the County to assist with maintenance or special project needs:

It is agreed to by and between the City and the County as follows:

1. During the term of this Agreement, the County, upon the City's request, subject to availability, and in consideration for payment from the City as provided herein, shall perform the maintenance requested by the City on the paved and unpaved roads and streets within the incorporated boundaries of the City, as set forth in Exhibit "A." Maintenance shall include asphalt repair and dirt road grading only. The County shall only perform maintenance at the City's express request, and shall not be responsible for identifying or advising the City of needed maintenance. The County may, in its sole discretion, decline to perform any requested work.
2. The City Manger of the City or his/her authorized designee shall be the agent of the City for administration and implementation of this Agreement, and shall be responsible for making requests for any desired maintenance to the Gadsden County Public Works Department. The County will undertake reasonable efforts to commence and complete the requested work subject to the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing between the parties.
3. During the term of this Agreement, should the City desire County assistance with a special project, the City shall provide a written request submitted to the County Administrator. If the County Administrator determines that the requested special project is appropriate for County assistance, the County shall provide a written quotation to the City for the work requested. The written quotation will take into account, in addition to all costs, fees, and expenses, salaries, wages, and overtime. Special projects shall include, but not be limited to, maintenance to athletic fields, ditches, drainage structures, and rights-of-way. If the written quote is approved by the City, then upon receiving written notice of approval, the County will schedule and perform the approved work subject to availability of County equipment, personnel, and materials.
4. As compensation for the maintenance requested by the City, the City shall pay the County based upon services rendered at the rate(s) indicated in Exhibit "B."

5. If the City does not agree with billing fees for work performed, it may contact the County Administrator for resolution of billing disputes. The County Administrator shall have the sole authority to resolve all billing disputes.
6. Should the City be in payment default of more than 30 days, the County Administrator shall cease all work under this Agreement, unless prior payment arrangement has been made and agreed upon between the City and the County.
7. The City acknowledges past and present jurisdiction over and maintenance responsibility for any public property upon which any maintenance is requested or performed pursuant to this Agreement, regardless of current record title ownership of the property. To the extent that the County has not formally granted, donated, dedicated, or otherwise conveyed title to, jurisdiction over, or responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, the County hereby grants, donates, dedicates, releases, remises, and/or quitclaims title to, jurisdiction over, and responsibility for such public property to the City, finding that such conveyance is in the public interest. To the extent that the City has not formally accepted or acknowledged title, jurisdiction, and maintenance responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, approval and execution of this Agreement by the City shall constitute formal acknowledgment and acceptance of such title, jurisdiction, and responsibility. A non-exclusive list of the roads, streets, and public areas for which title, jurisdiction, and maintenance responsibility are, to the extent necessary, hereby formally acknowledged and accepted by the City is attached as Exhibit "A." The foregoing is not an acknowledgement or assertion by the County that the County has or had any title, jurisdiction, or maintenance responsibility for the roads, streets, or other public areas upon which maintenance is requested or performed pursuant to this Agreement, but is a release of any such title, jurisdiction, or maintenance responsibility that the County may have. In entering into and performing any work pursuant to this Agreement, the County is acting solely in its capacity as an independent contractor and is not asserting, taking or exercising custody, control, ownership, or possession of the subject property. The execution of or performance of any work pursuant to this Agreement shall not render the County responsible, in whole or in part, for any past, present, or future maintenance or liability.
8. The agreement remains in effect from the date of execution until September 30, 2014.
9. Either party may terminate this Agreement in total, with or without cause, by providing 30 days' written notice of its intent to terminate. In the event of termination, the City shall continue to be responsible for payment of all amounts due for work performed during the term of this Agreement.
10. The City expressly recognizes and acknowledges that it is solely responsible for the streets, roads, and other public areas within and under its jurisdiction which are the subject of this Agreement, and the County shall have no liability or responsibility for any damages or injury which may occur on or be related to the streets, roads, and other public areas within and under the City's jurisdiction which are the subject of this Agreement.

The City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring on or related to the streets, roads, or other public areas within and under the City's jurisdiction which are the subject of this Agreement.

11. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF QUINCY, FLORIDA

By: _____ By: _____
_____, CITY CLERK _____, MAYOR

APPROVED AS TO FORM:

By: _____
_____, CITY ATTORNEY

ATTEST:

**GADSDEN COUNTY, FLORIDA BOARD OF
COUNTY COMMISSIONERS**

By: _____

NICHOLAS THOMAS, CLERK

By: _____

DOUGLAS CROLEY, CHAIR

APPROVED AS TO FORM:

By: _____

DEBORAH S. MINNIS, COUNTY ATTORNEY

ATTACHMENT A

The following are paved and unpaved streets in the City of Chattahoochee, Florida that are to be covered by the Inter-Local Agreement between the City of Chattahoochee and Gadsden County Board of County Commissioners.

River Landing Road

ATTACHMENT A

The following are paved and unpaved streets in the City of Gretna, Florida that are to be covered by the Inter-Local Agreement between the City of Gretna and Gadsden County Board of County Commissioners.

Beech Street
Canty Lane
Circle Drive East
Circle Drive West
Earnest Barkley Street
Ellis Drive
Fifth Street
Fourth Street
Hester Lane
Lake Gretna Dr
Oak Street
Sixth Street
Thomas Street
Watson Lane
Williams Street

ATTACHMENT A

The following are paved and unpaved streets in the City of Midway, Florida that are to be covered by the Inter-Local Agreement between the City of Midway and Gadsden County Board of County Commissioners.

Brickyard Road East
Burns Road
Central Road
Hayard Dupont Street
Imani Circle
Joyner Road
Knight Road
M.L. King Blvd
Martin/McCray Road
Mine Road
Moores Drive
Palmer Road
Parker Avenue
Peters Road
Rustling Pines Blvd
Stevens Drive
Sumpter Ridge Road
Tennel Road

ATTACHMENT A

The following are paved and unpaved streets in the City of Quincy, Florida that are to be covered by the Inter-Local Agreement between the City of Quincy and Gadsden County Board of County Commissioners.

Eleventh Street
Fletcher Drive
GF&A Drive
Green Street
Kent Street
Orlando Street
Valley Drive

ATTACHMENT A

The following are paved and unpaved streets in the Town of Greensboro, Florida that are to be covered by the Inter-Local Agreement between the Town of Greensboro and Gadsden County Board of County Commissioners.

Chattahoochee Avenue
Coleman Avenue
Coleman Street
Fletcher Street
Hope Street
Kemp Street
Toler Street
West Street

ATTACHMENT A

The following are paved and unpaved streets in the Town of Havana, Florida that are to be covered by the Inter-Local Agreement between the Town of Havana and Gadsden County Board of County Commissioners.

1st Avenue

ATTACHMENT A

The following are schools designated to the School Board in Gadsden County, Florida that are to be covered by the Inter-Local Agreement between the School Board and Gadsden County Board of County Commissioners.

Carter Parramore Academy
East Gadsden High School
George W. Munroe
Greensboro Elementary
Gretna Elementary
Shanks Middle School
Stewart Street Elementary
St. John Elementary
West Gadsden High School

**Attachment B
Billing Rate Table**

Road Scraping (Basis for Hourly Rate)

	<u>Duration</u>	<u>Item</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
1	15 mins	Secretary	\$14.70	51.79%	\$ 5.58
2	15 mins	Billing - Office Manager	\$19.10	51.79%	\$ 7.25
3	10 mins	Operations Supervisor	\$20.98	51.79%	\$ 5.31
4	1 hour	Grader Operator	\$16.17	51.79%	\$ 24.54
	1 hour	Grader	\$22.00		\$ 22.00
	1 hour	Fuel	\$61.49		\$ 16.49
	1 hour	Insurance	\$0.80		\$ 0.80

					\$ 81.97
Contingency to cover unexpected damages					\$ 8.03

Estimated hourly cost for providing work related to scraping roads					\$ 90.00

Other Materials & Services (per ton)

	<u>Costs</u>
Cost of #57 Rock per ton	\$ 21.00
Cost of Crushed Concrete per ton	\$ 12.00
Cost of Granite Rock	\$ 37.25
Cost of Limerock per ton	\$ 12.00
Cost of Millings per ton	\$ 16.75
Cost of Sand per ton	\$ 5.34
Cost of Sandy Clay per ton	\$ 8.75
Cost of Shellrock per ton	\$ 10.00
Cost of Top Soil per ton	\$ 16.25

Equipment & Operators (per hour)

Cost of Back Hoe per hour w/Operator	\$ 45.00
Cost of Boom Mower per hour w/Operator	\$ 75.00
Cost of Dump Truck per hour w/Operator	\$ 45.00
Cost of Excavator/ditch cleaning (Gradall) per hour w/Operator	\$ 75.00
Cost of Front End Loader per hour w/Operator	\$ 50.00
Cost of Grabber Truck per hour w/Operator	\$ 45.00
Cost of Grader w/Operator	\$ 45.00
Cost of Grader w/side arm (sloper) & Operator	\$ 50.00
Cost of Inmate Van per hour w/Supervisor	\$ 45.00
Cost of Jetter Truck per hour w/Operator	\$ 150.00
Cost of Maintenance Worker I per hour	\$ 9.86
Cost of Roller w/Operator	\$ 50.00
Cost of Small Tractor per hour w/Operator	\$ 25.00
Cost of Sweeper w/Operator	\$ 30.00
Cost of Track Hoe per hour w/Operator	\$ 75.00
Cost of Tractor per hour w/Operator	\$ 50.00
Cost of Tractor w/Tiller per hour w/Operator	\$ 45.00

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013

Date Submitted: September 16, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Curtis Young, Public Works Director

Subject: Approval of Revised Fuel Services Inter-Local Agreement

Statement of Issue:

This agenda item seeks Board approval of a revised inter-local agreement with local municipalities, constitutional officers, and state agencies for the dispensing of fuel.

Background:

Gadsden County has been providing fuel services to local government agencies since the mid 1990's. On July 3, 2012 the Gadsden County Board of County Commissioners approved an inter-local agreement for the dispensing of fuel. The current agreement includes an administrative fee of .20 cents per gallon which was approved by the Board at the July 3, 2012 meeting.

Analysis:

In order to ensure the County's interest as a vendor for fuel services to local government agencies, the Board gave direction to have a policy and agreement developed by staff in early 2012. Working with the Finance Department, County Administrator and County Attorney, the Public Works staff developed an agreement which the Board approved on July 3, 2012. Specific protection for the County's interest included a five year term, tracking of the fuel services rendered via Pro-Key technology (system already in place), a surcharge to cover administrative and system maintenance costs, billings being sent by the 15th of each month and payments being made via the Prompt Payment Act (CF.S. 218.74), which states that payments are to be within 30 days of receipt of invoice. Per the agreement, if payments are not made in a timely manner twice,

the agreement may be terminated by the County and either party may terminate the agreement with 60 days written notice.

The Gadsden County Sheriff's Office, the City of Gretna and the City of Quincy recently met with the County Administrator to discuss options for reducing the .20 cents per gallon administrative cost that was previously approved by the Board. The Sheriff's Office, the City of Gretna and the City of Quincy requested a reduction in the administrative cost to .05 cents per gallon.

Based on data from prior years, the reduction of the administrative fee will result in the following revenue amounts:

- .10 cents per gallon - \$20,000.00 annually
- .08 cents per gallon - \$16,000.00 annually
- .05 cents per gallon - \$10,000.00 annually

Fiscal Impact:

Currently, Gadsden County collects approximately \$40,000.00 annually from local government agencies from the .20 cents per gallon administrative fee. Historically, the cost for fuel site repairs has been \$6,198.57 for 2011, \$2,840.46 for 2012 and \$4,067.96 for 2013. Infrastructure and billing is already in place as the County has provided fuel to local entities for approximately 15 years.

Options:

1. Board Direction

County Administrator Recommendation:

Option 1

Attachment:

July 3, 2012 Fuel Services Agreement

ARTICLE IV: REPORTS AND MEETINGS

The County and Recipient's Administrators and/or their assigned representatives shall meet as needed to coordinate and resolve any issues that arise during the term of this agreement.

ARTICLE V: BILLING AND PAYMENT

A. Administrative Fee

An Administrative Fee of .20 cent per gallon shall be charged by the County and paid by Recipient to cover the administrative/ maintenance costs.

B. Fuel Use Billing

As indicated in Article III, the actual gallons of fuel used will be billed to Recipient based on the current cost County is paying under the State of Florida Pricing Contract's Vendor Agreement. Invoices will be calculated from Recipient transactions and sent to entity by the 15th day of each month.

C. Payment

All charges billed by the County shall be paid by Recipient in accordance with the prompt payment act Florida Statue 218.74. If Recipient fails to make a payment in a timely manner twice, this agreement may be terminated by the Provider. In the event of termination, Recipient shall be responsible for all costs incurred to the date of termination as well as any costs associated with the termination of this agreement.

ARTICLE VI: DISPUTES

In the event of a dispute between parties, it is agreed that such disputes may be resolved by contacting the County Fuel Management team at 850-875-2987.

ARTICLE VII: MEMBERSHIP IN GADSDEN COUNTY BOCC FUEL SYSTEM

- A. Recipient agrees that it shall become a member of the Gadsden County Fuel System. Since the fuel being supplied to the Recipient is currently being purchased through Gadsden County BOCC. Recipient shall make application to the County in an expeditious manner.
- B. New users, new vehicles, changes to user rights and vehicles modified in the Gadsden County Fuel System will be entered or modified only at the request of the authorized agent of the Recipient with fuel system forms filled out completely and signed by the authorized designated person for that Recipient.

ARTICLE VIII: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

The duration of this contract shall be for a five year (5) period commencing upon the execution of this contract subject to termination during the five year period as set out in subsection B below. This contract may be renewed for subsequent five year periods upon review and approval by both parties. The approval of each subsequent renewal shall be in writing. Each subsequent renewal period shall be subject to termination during the renewal period as set out in subsection B below.

B. Termination

Either party may terminate this agreement by giving the other party 60 days written notice of its intent to terminate. In the event of termination, Recipient shall be responsible for paying any outstanding charges owed to County up to the effective date of the termination.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each entity or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

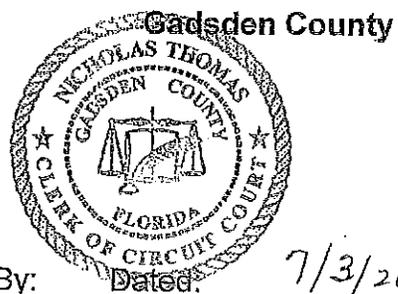
D. Interpretation and Litigation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Clerk of Gadsden County, to the County attorney of the Provider for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement or file an action in a court of competent jurisdiction with venue in Gadsden County. Each party shall bear its own cost of any litigation. In the event of a dispute in which the County is named as a party, the Recipient shall bear the costs of County's attorneys' fees and costs in such action in the event it is determined, by settlement or otherwise, that County is not responsible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

Shirley Taylor By: Dated: 7/3/2012



Attest:

Minnie Stranglin By: Dated: 7/3/2012

By: _____ Dated: _____

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013

Date Submitted: September 18, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Tommy Baker, EMS Director

Subject: Approval of Real Estate Sales Contract With Capital City Bank for the Acquisition of a New EMS Facility

Statement of Issue:

This item seeks Board approval of a contract with Capital City Bank to purchase the Thomas Motor Cars property for an EMS facility.

Background:

The EMS main station is currently located at 412 East Jefferson Street in Quincy. This facility is the previous site of the County Extension Service and the Canning Center. This building was constructed in the 1960's and was adapted for use as an EMS site in 1984-1985. This facility consists of two buildings with approximately 4,000 square foot heated area and various out-buildings for storage and equipment bays. The current operation has outgrown this facility and the condition of these buildings has deteriorated significantly. The need for a new EMS facility was identified in 2006 in the Gadsden County Local Mitigation Strategy, but was deferred due to lack of funding.

Analysis:

Estimated new construction cost for a facility to meet the needs of EMS is estimated at \$1.5 – 2.0 million. Capital City Bank has a property located at 23617 Blue Star Highway in Quincy that is available for purchase. Capital City Bank has agreed to assist the County in seeking grant funding for the purchase and renovation of this facility for an EMS station. The contract with Capital City Bank has been reviewed by legal counsel.

This item seeks authorization to proceed with the necessary items recommended by the County Attorney. We have an environmental study that shows the site to be clear of contamination and environmental concerns. The purchase of this property is contingent

on an appraisal that justifies the purchase price and contingent on the award of grant funds sufficient to cover the purchase price and renovation costs. If the appraisal comes in lower than the asking price, the contract will be returned to the Board and Capital City Bank for renegotiation.

Fiscal Impact:

Proposed grant funding would cover the cost of purchase, renovations and furnishings of this facility to meet the needs of EMS. The grants being considered would require no cash match from the County and Capital City Bank will assist with the grant applications. To proceed with the grant application, the following items and estimated costs are required: updated appraisal, updated Survey \$750.00, title search and title insurance \$ 2,825.00.

Options:

1. Approve the Real Estate Sales Contract with Capital City Bank, Authorize County staff to proceed with the survey, title examination and title insurance and authorize the Chair to execute contract documents.
2. Do not approve.
3. Board direction.

County Administrators Recommendation:

1. Option 1

Attachment:

Real Estate Sales Contract

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (the "Contract") is entered into by and between the undersigned Purchaser and the undersigned Seller wherein Purchaser agrees to buy, and Seller agrees to sell, all that tract of land and improvements described as follows:

23617 Blue Star Highway

(See attached: Exhibit A for legal description and Addendum B detailing purchase conditions associated with the community development block grant to be utilized to fund the purchase by Purchaser.)

Including buildings, structures and all improvements there on, all lighting fixtures thereto, an all heating, water heating, and plumbing equipment therein, and also all plants, trees and shrubbery now on the premises (the "Property").

The purchase price of the Property shall be \$525,000 the ("Purchase Price") to be paid as follows: CASH AT CLOSING (or through such financing as Purchaser shall obtain, including possible financing through the Seller-bank, although financing is not a condition of closing, and Purchaser hereby acknowledges and confirms that under no circumstances is financing through the Seller-bank guaranteed).

Seller hereby acknowledges Purchaser has paid to Seller \$0.00 as earnest money deposit.

Seller makes NO WARRANTIES as to the condition of the Property or the status of the title of the Property. Purchaser will, at Purchaser's expense, conduct appropriate inspections of the property within ten (10) days of the Effective Date (the "Inspection Period"). After inspection, Purchaser shall deliver written notice to Seller of Purchaser's determination that the property is, or is not, acceptable within fifteen (15) days of the Effective Date. Purchaser will not engage in any activity that could result in a mechanic's lien being filed against the property without Seller's prior written agreement. Purchaser shall be responsible for any damages caused by such tests or inspections. If Purchaser determines, in Purchaser's sole discretion, that the property is not acceptable to Purchaser, Purchaser may terminate this contract by delivering to Seller a written notice of termination. Any such notice of termination shall be delivered to Seller no later than 5:00 p.m. on or before the day that is fifteen (15) days after the Effective Date. If such notice of termination is timely delivered, this Contract, and the rights and obligations of the parties shall terminate, except as to those obligations which expressly survive the termination or closing of this Contract. If Purchaser elects to terminate this Contract as provided hereinabove, Purchaser shall furnish Seller (at no cost to Seller) with copies of all tests, surveys, environmental audits and any other reports (collectively the "Due Diligence Materials") obtained by Purchaser during the Inspection Period, which obligation on the part of Purchaser shall survive the termination of this Contract.

No wood destroying organism, well, septic or other inspection has been performed by Seller and none are required. This sale is "AS IS" and title will be conveyed by Seller to Purchaser(s) by way of a "Special Warranty Deed."

Should Purchaser desire to examine title to the Property, Purchaser may do so at its own expense within twenty (20) days of the Effective Date hereof (the "Title Objection Period"), and shall be entitled to a refund of the earnest money paid, if any, unless Seller is willing and able to correct any title problems prior to closing. If Seller has an owner's policy of title insurance, or any other title insurance information, covering the property, a copy shall be furnished to Purchaser within five (5) days of the Effective Date hereof. Title problems include any encroachments or other problems revealed by any survey of the property that may be conducted by Purchaser. Title problems or defects constitute grounds for Purchaser to terminate this Contract as hereinafter provided. However, Purchaser's failure to notify Seller of any title objection within the Title Objection Period shall constitute a waiver of such title matters and an agreement by Purchaser to purchase the property subject to the same, in which case all such matters shall be deemed "Permitted Exceptions" hereunder. If Seller, at Seller's sole option and in its sole discretion, elects not to cure any such title defect, Purchaser, within five (5) days of Seller's notification to Purchaser of Seller's election not to cure said defects, shall have the option of notifying Seller that it intends to (i) waive such title defect(s) (in which case all such matters shall be deemed permitted exceptions hereunder) and proceed to closing without diminution of the Purchase Price or (ii) terminate this Contract. Purchaser's failure to notify Seller that it he elected to terminate the Contract within the foregoing five (5) day period shall constitute notice that Purchaser has elected (i) hereinabove and waived such title defect(s). If Seller elects to cure a title defect, then Seller shall have a reasonable amount of time within which to clear the same at Seller's expense. Without limiting Seller's right to choose not to cure any title objection in its sole discretion, Purchaser agrees that Seller shall have no obligation to remove, modify or otherwise cure taxes for the current and subsequent years; easements, reservations, and restrictive covenants of record; special assessments and those accruing hereafter; and zoning and other governmental restrictions. Upon Purchaser's termination of the Contract in accordance with (ii) of this Paragraph, Purchaser shall be entitled to a refund of the earnest money paid and Seller shall be released from further rights and obligations hereunder.

Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as they are on the Effective Date (as hereinafter defined), normal wear and tear excepted. However, should the Property be destroyed or substantially damaged before the Closing, then at the election of the Purchaser, the Contract may be canceled and the earnest money, if any, returned to the Purchaser by Purchaser delivering to Seller written notice of termination of the Contract. This election to terminate the Contract must be exercised within ten (10) days after the amount of the Seller's damage is determined and communicated to Purchaser or such termination right shall automatically be deemed waived by Purchaser.

If sale under this Contract is not timely consummated due to fault or election of Purchaser, except as otherwise set out herein, the earnest money, if any, shall be forfeited by Purchaser and retained by Seller as liquidated damages.

Time is of the essence in this Contract.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

The following stipulations shall, if conflicting with printed matter, control:

1. County and City property taxes and any assessments on the Property will be prorated at closing. Currently due and past due tax bills, if any, shall be deducted from Seller's gross proceeds and paid in full at closing.;
2. The consummation of the transaction contemplated by this Contract shall occur on or before March 31, 2014, at 5:00 p.m.
3. Possession of the Property shall be delivered by Seller to Purchaser no later than the date of closing.
4. Seller shall pay for Florida Real Estate Tax a/k/a documentary stamp taxes and Seller's attorney fees; and
5. Purchaser shall pay for all other closing costs including, but not limited to, any and all loan closing costs.

Purchaser acknowledges receipt of the Disclosure Addendum attached hereto and incorporated herein by reference.

This Contract shall be regarded as an offer by the Purchaser or Seller first executing this Contract and is open for acceptance by the other until 5 o'clock p.m. on the following day; by which time written acceptance of such offer must have been made. The "Effective Date" hereof shall be deemed to be the date of the last party's execution hereof.

Seller warrants, represents and agrees as follows:

1. Seller has not received written notification of any violation of any governmental law or regulation regarding the Property including, but Seller makes no warranties or representations as to the compliance of the property with any such laws, and if Purchaser has any questions or concerns about the Property, then purchaser is encouraged to undertake its own investigations of same during the Inspection Period.
2. To Seller's knowledge, there are no management, service, equipment, supply, labor, maintenance or similar agreements arising from Seller with respect to or affecting all or any part of the premises which shall be binding on the Purchaser.
3. To Seller's knowledge, the Seller has paid in full prior to closing any and all outstanding bills and invoices of any kind arising from Seller relating to the premises which may become binding upon the Purchaser after closing, except for taxes for the current and subsequent years.
4. To Seller's knowledge, there is no action, suit, proceeding or investigation pending against the Seller with respect to this agreement, the sale contemplated hereby, all or any part of the premises or the ownership thereof, in any court or before any governmental instrumentality.
5. To Seller's knowledge, there are not underground storage tanks at or servicing the premises, but Seller makes no warranties as to the existence or nonexistence of such underground storage tanks, and if Purchaser has any questions or concerns about the existence of any underground storage tanks

on the Property, then Purchaser is encouraged to undertake its own investigations of same during the Inspection Period.

As used herein the term "Seller's knowledge" shall mean only that information that is presently possessed, without independent investigation, by Emory Mayfield, in his capacity as Senior Vice President of Seller, and shall not include any imputed knowledge or any information that is possessed by Seller's agents, contractors, licensees, borrowers, lenders or any other third parties. The words "actual notice", "written notice", or "actual written notice" will mean only that written notice received by Emory Mayfield and do not include any such notice whether oral or written received by any agents, contractors, licensees, or third parties or any constructive notice of information not physically received by Seller.

Seller's Obligations at Closing:

1. Deliver to Purchaser a duly executed Special Warranty Deed in recordable form, conveying fee simple title to the property and all rights appurtenant, subject to the Permitted Exceptions. Seller shall also deliver possession of the property.
2. Seller shall provide evidence of good standing, and authority and shall deliver standard affidavits, in form and content reasonably acceptable to Seller, in order to delete the standard title exceptions for mechanics liens, parties in possession and to delete the "gap".
3. Deliver to Purchaser a closing settlement statement reflecting the financial provisions of the closing, consistent with the provisions of this contract.

Purchaser's Obligations at Closing:

1. Pay to Seller the full amount of the purchase price, in cash or by wire transfer of immediately available funds.
2. Deliver to Seller a closing settlement statement reflecting the financial provisions of the closing, consistent with the provisions of this contract.
3. Purchaser shall deliver such other documents as are reasonably necessary to consummate this transaction, including a duly executed resolution authorizing the closing of the transaction by the Purchaser required by this Contract as a title company may reasonably require.

Any notices required to be sent in conjunction with the Contract should be sent by United States Mail (certified – return receipt), facsimile or e-mail at the addresses in the signature blocks hereinafter. For purposes of notice, the same shall be received on the date reflected on the return receipt or on the date of the facsimile or e-mail (if either occurs after 5:00 p.m., the following weekday shall be deemed the date of receipt). Delivery of any written notice to any party's agent will be deemed delivery to that party.

This Contract may be executed by facsimile and in multiple counterparts, each of which shall be deemed for all purposes to be an original contract. If not fully understood, seek the advice of an attorney prior to signing. The contract will be construed under Florida law and if any provision is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective.

CAPITAL CITY BANK, Seller

Signed this ____ ay of _____, 2013

By: Emory Mayfield
Director Special Assets
Attention: Sterling Bryant
Post Office Box 900
Tallahassee, Florida 32302
Facsimile: (850) 402-8029
E-mail: Mayfield.emory@cdbg.com

Signed this ____ day of _____, 2013

BOCC Chair
For Gadsden County, Florida
Purchaser

Signed this ____ day of _____, 2013

Address: _____

Facsimile: _____
E-mail: _____

DISCLOSURE ADDENDUM

The following disclosures are required to be made by the laws of the state where the property is located.

1. **RADON GAS:** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
2. **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If purchaser(s) is/are concerned or desire(s) additional information regarding mold, Purchaser(s) is/are advised to contact an appropriate professional.
3. **FLOOD ZONE; ELEVATION CERTIFICATION:** PURCHASER(S) is/are advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by PURCHASER(s)' lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, PURCHASER(S) may terminate this Contract by Delivering written notice to SELLER within 20 days after Effect Date, failing which PURCHASER(S) accepts(s) existing elevation of buildings and flood zone designation of Property.
4. **LAND USE DISCLAIMER:** Land use regulations are unpredictable and constantly changing. The Property is subject to a Comprehensive Land Use Plan for the jurisdictions in which it is located. The use of the Property may also be affected by restrictive covenants, easements, zoning restrictions, or other land use restrictions. PURCHASER(S) is/are also advised that if the Property lies within the boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. PURCHASER(S) should contact the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan and zoning restrictions. This Contract is not contingent upon any land use issue, PURCHASER(S) accept(s) the Property subject to all current covenants, restrictions, and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract.

SELLER makes no representations regarding whether the Property is suitable for PURCHASER(S) intended use of the Property. SELLER disclaims any liability regarding covenants, restrictions, and easements of records and government land use regulations. PURCHASER(S) release SELLER from any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government land use regulations, or any other statements or representations regarding the use or potential use of the Property.

5. PURCHASER(S) ACKNOWLEDGE AND AGREE THAT THE PURCHASE AND SALE OF THE PROPERTY CONTEMPLATED BY THIS CONTRACT IS "AS-IS" WITH ALL FAULTS, PATENT AND LATENT, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR PARTICULAR PURPOSE , OR WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, PROPERTY VALUE, OPERATING HISTORY, OR ANY OTHER MATTER OR THING RELATING OT OR AFFECTING THE PROPERTY, PURCHASER(S) REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER(S) CONSULTANTS, AND UPON CLSING, SHALL ASSUME THE RISK OF ALL ADVERSE MATTERS. NO CONDITIONS OR CONTINGENICES EXIST WITH REGARD TO PURCHASER(S) PERFORMANCE, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT.

DISCLOSURE ADDENDUM (INCLUDING PAGE FOR RESIDENTIAL)

6. ENERGY BROCHURE: PURCHASER(S) acknowledge(s) receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
7. LEASE-BASED PAINT: If the property includes pre-1978 residential housing a lead-based pain rider is mandatory.
8. HOMEOWNERS' ASSOCIATION/COMMUNITY DISLCOSURE: PURCHASER(S) SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER(S) HAS/HAVE RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISLCOSURE, IF APPLICABLE.

IF THE DISCLOSURE SUMMARY REQUIRID BY §720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER(S) BEFORE EXECUCTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER(S) BY DELIVERING TO SELLER OR SELLER'S AGENT WRITTEN NOTICE OF THE PURCHASER(S) INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISLCOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER(S) RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

9. PROPERTY TAX DISCLSOURE SUMMARY: PURCHASE(S) SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER(S) MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMETNS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRASIER'S OFFICE FOR INFORMATION.
10. SEWER; SEPTIC TANKS: It is the responsibility of the PURCHASER(S) to contact the appropriate utility department to determine if a sewer is currently in use. If the Property is on a septic tank system, it is the responsibility of PURCHASER(S) to contact the local health department regarding the continued use of that system.

EXHIBIT "A"
LEGAL DESCRIPTION

[INSERT LEGAL]

ADDENDUM "B" TO REAL ESTATE SALES CONTRACT

This Addendum to Real Estate Sales Contract (the "Addendum") is made part of that certain REAL ESTATE SALES CONTRACT (the "Agreement") of even date herewith by and between CAPITAL CITY BANK ("Seller") and GADSDEN COUNTY, a charter county and political subdivision of Florida, through its Board of County Commissioners (the "Board"), its successors and assigns ("Purchaser"). In the event of a conflict or inconsistency between this Addendum and the Agreement, the terms and conditions of this Addendum shall be deemed controlling. Unless otherwise indicated, capitalized terms used in this Addendum shall have the same meaning as given to such terms in the Agreement. In addition to the obligations of Seller and Purchaser contained in the Agreement, Seller and Purchaser hereby agree as follows:

1. Purchaser's obligation to close under the Agreement is contingent upon Purchaser receiving approval of a community development block grant for not less than \$750,000 (the "Grant") and receipt of a property appraisal whose terms and valuations that are acceptable to the Purchaser. Purchaser intends to use the Grant so that \$525,000 of the proceeds of the Grant would help pay the Purchase Price (as defined in the Agreement) and \$225,000 of the proceeds of the Grant would be used to pay for improvements to retrofit the Property.
2. Purchaser agrees to complete and submit its application for the Grant on or before January 1, 2014, and shall deliver a copy of its application for the Grant to Seller no later than five (5) days after submission. In addition, Purchaser shall diligently, continuously, and in good faith pursue the Grant and notify Seller of the issuance of all letters and other written communications related to the Grant and enclose with such notification copies of such letters and communications. Seller shall use good faith efforts to assist Purchaser in its submittal of its application for the Grant, provided that Seller shall not be required to assist in a manner that would require Seller to incur any cost or expense or affect Seller's rights in the Property prior to Closing. Purchaser will otherwise keep Seller apprised of all developments, schedules and approvals related to the Grant. If Purchaser fails to submit the Application when required or otherwise fails to perform any known obligations associated with the Grant under this paragraph, Seller may at its option terminate this Contract by written notice to Purchaser whereupon any earnest money being held will be disbursed to Seller without further action or notice and this Contract shall automatically become null and void, and of no further force or effect, except for the obligations of Purchaser that expressly survive hereunder.
3. If this Agreement is still in effect and the Grant has not been approved on or before March 1, 2014, then either party may cancel this Contract by delivering written notice to the other, in which case any earnest money being held will be refunded to Purchaser and this Contract shall automatically become null and void, and of no further force or effect, except for the obligations of Seller and Purchaser that expressly survive herein.

4. This Addendum may be executed in multiple counterparts, and delivered by facsimile, in a legally binding manner

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and sealed as of the day and year first above written.

Witness as to Seller

Printed Name

Witness as to Seller

Printed Name

Witness as to Purchaser

Printed Name

Witness as to Seller

APPROVED AT PUBLIC HEARING:

ATTEST:

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
County Attorney

SELLER:

CAPITAL CITY BANK

By: _____
Name: _____
Title: _____

Date: _____

PURCHASER:

GADSDEN COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

GADSDEN COUNTY, FLOIRDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Name: _____
Title: _____

Date Executed: _____

Board of County Commissioners Agenda Request

Date of Meeting: October 1, 2013
Date Submitted: September 17, 2013
To: Honorable Chairman and Members of the Board
From: Robert Presnell, County Administrator
Subject: Economic Development Services for Gadsden County

Statement of Issue:

This item seeks Board selection of Economic Development Services for Gadsden County.

Background:

The current contract for Economic Development Services expires on September 30, 2013. Board discussions and a workshop have been held in the past to discuss the possibility of Gadsden Development Council, Inc. providing Economic Development Services for the County.

Analysis:

Currently the County is contracted with the Gadsden County Chamber of Commerce to provide economic development services. During recent workshops, the Board has expressed a desire to review other options for obtaining economic development services for Gadsden County. The Board desires an aggressive approach to marketing and recruiting new businesses to the County to assist in expanding the tax base and provide new employment opportunities for its citizens. In response to the Board's goals and objectives, staff has provided an additional option for consideration.

Attached are Economic Development Proposals from the Gadsden Development Council, Inc. and the Gadsden County Chamber of Commerce for discussion and selection. During FY 2012-'13, the Chamber was funded \$64,020, of which \$19,400 of this amount funded the Small Business Service Center. As noted in the fiscal impact statement, funds have been allocated in the FY 2013-'14 to enhance the County's economic development efforts.

Fiscal Impact:

The County has budgeted \$110,000.00 for Economic Development Services and \$30,000.00 for the Small Business Service Center for FY 14.

Options:

Board Direction

Attachments:

1. Gadsden County Development Council, Inc. Proposal
2. Gadsden County Chamber of Commerce Proposal

Proposal for Economic Development Services

*GADSDEN COUNTY
DEVELOPMENT COUNCIL, INC.*



Proposal

The Gadsden County Development Council (GCDC) was established by the Gadsden County Board of County Commissioners in 2000 to foster business recruitment and retention in Gadsden County. GCDC is a public/private partnership organized to promote and coordinate economic development initiatives and create wealth within the county. GCDC is registered with the State of Florida as non-profit organization. GCDC received its 501 (c) (3) federal tax exempt status on February 28, 2002.

GCDC Mission Statement:

The mission of the Gadsden County Development Council, Inc. is to help foster community and economic development of Gadsden County , Florida by: 1) serving as a countywide forum for planning, coordination, and communications about pertinent programs, projects and issues and initiatives; 2) developing and maintaining a strategic plan designed to identify major community and economic development programs and projects, and initiatives, monitor their progress, and assist in their achievement , as appropriate ; 3) promoting the development of resources needed for community and economic development ; 4) gathering and distributing information on regional and statewide initiatives to community and economic development organizations; 5) advocating a balance between community and economic development activities, recognizing that they go hand in hand in moving the County forward.

Goals:

1. Coordination and networking between state and regional organization, the county, municipalities and citizens
2. Provide a high-level of responsiveness to businesses and industries in need.
3. Enhancement of business and employment through community actions.
4. Enhance educational career development and economical opportunities for all Gadsden County residents to promote success in society and the workplace.
5. Efficient and better service to all county residents by county and municipal governments through planning and coordination.

The GCDC proposes to become the Economic Development Organization (EDO) for Gadsden County and manage the economic development activity for the county by promoting and recruiting commercial enterprises that offer quality jobs and encourage expansion and retention of existing businesses. GCDC will combine the services and efforts of private sector investors, local, state and federal resources to structure deals, which may include tax breaks, to support major plant/equipment renovations, construction, and site selection. GCDC's has always remained true to its purpose to provide the following:

1. Community Development
 - A. Employment opportunity
 - B. Improving Quality of Life

2. Economic Development
 - A. Increase County Tax Basic
 - B. Promote Infrastructure
 - C. Business Development, expansion and Retention
 - a. Recruitment
 - b. Retention
 - c. Incentives

Plan of Work:

GCDC has in recent months secured verbally the commitment of all of the municipalities to financially support the council should Gadsden County Board of County Commissioners invest in the organization. GCDC believes with the right support from the community that it could realize the same level of success as the Jackson County Development Council, Inc.

Gadsden County is a primary location for national and international business. Our major east west transportation corridors (Interstate 10 and U.S. Highway), rail (CSX and Apalachee Northern Railway), proximity to the Port of St. Joe, and the availability of land position Gadsden County with the physical assets that are critical in the success for existing and new businesses.

Gadsden County is a great place for businesses to expand and or develop! Our missing ingredient for additional job creation is an EDO that inclusive of the stakeholders needed to insure community buy-in with an existing or new business. GCDC plans to employ the following activities in its efforts as the County's EDO:

1. Secure funding (October 1, 2013)
2. Organizational Development and Staffing (Completed within 120 days from October 1, 2013)
 - A. Hire Executive Director (November 30, 2013)
 - B. Clerical Assistant
 - C. Office Space formation and equipment
 - D. Or contract with appropriate service provider (November 30, 2013)
3. Implement establish organization operational plan
4. Develop strategy for a sustainable community and economic development program.
5. Develop strategy for long term financing
6. Develop Regional approach to secure realistic project leads.
- 7.

Project Response & Management

1. Aggressively seek project opportunities
2. Develop Project Proposals based on needs of prospective leads
3. Designated Economic Development Official (EDO), Gadsden County's Point- of-Contact for Enterprise Florida, Inc economic development referrals.
4. Develop appropriate marketing strategies to embrace Gadsden County's appeal and site location.

5. Manage and Categorize incentives available through Florida Incentive programs
 - A. Qualified Target Industry Tax Refund
 - B. Quick Response Training
 - C. Incumbent Worker Training
 - D. Rural Job Tax Credit
 - E. Economic Development Transportation Fund
 - F. Enterprise Zone Building Material (sale tax refund)
 - G. Enterprise Zone Business Equipment (sales tax refund)
 - H. Enterprise Zone Jobs Tax Credit (Corporate tax or sales and use tax)
 - I. Gadsden County Ad Valorem Tax exemption
 - J. Florida Small Cities Community Development & Block Grant
 - K. Rural Infrastructure Fund

Activity Report: Activity reports will be presented quarterly listing project proposal submissions and activity since the last report.

Attachments:

1. Gadsden County Board of County Commissioners meeting minutes establishing the Gadsden County Development Council, Inc.
2. Sample Lead Request for Proposal (RFP)
3. Elements of a Project Description
4. Elements of a Project Submission
5. Job Description – GCDC Executive Director

WATSON, THE BOARD VOTED 4 - 0, BY VOICE VOTE, TO SUBMIT THE REALIGNMENT OF CR 65 (ATTAPULGUS ROAD) AS PRIORITY #1 FOR THE APPLICATION FOR SCOP FUNDS. PRIORITY #2 WOULD BE THE WIDENING OF CR 159 (DOVER ROAD) FROM SR 10 (US 90) TO CR 270 (SHADY REST ROAD).

Mr. McClellan told the Board that their approval of this project will honor the late Senator Thomas very much.

✱ **3. GADSDEN COUNTY DEVELOPMENT COUNCIL**

Dr. Henry Grant, Gadsden County Extension Director, addressed the Board. He reminded the Board that the Memorandum of Agreement between the County and the municipalities that are located in the "Champion Communities" calls for the formation of an organization to implement the "Community's" economic development strategic plan. The steering committee has requested the formation of the organization as a nonprofit entity to oversee the implementation of the strategic plan. In order to get the nonprofit status, it must file articles of incorporation and apply for an exemption from the Internal Revenue Service (IRS). The filing fees amount to approximately \$560.00. He asked the Board to pay those filing fees.

Commissioner Watson asked if the Council will borrow any money in the future.

Dr. Grant replied "No."

Mr. McKinnon stated that the money would have to come from the General Fund Contingency.

UPON MOTION BY COMMISSIONER WATSON AND SECOND BY COMMISSIONER ROBERSON, THE BOARD VOTED 4 - 0, BY VOICE VOTE, TO PAY THE FILING FEES FOR THE GADSDEN COUNTY DEVELOPMENT COUNCIL TO BECOME A NONPROFIT AGENCY (APPROXIMATELY \$560.) THE MOTION FURTHER INCLUDED AUTHORITY TO TAKE THE NECESSARY FUNDS FROM THE GENERAL FUND CONTINGENCY.

4. FIREWORKS RESTRICTIONS WITH DROUGHT CONDITIONS

Mr. McKinnon stated that there had been a memorandum to the Board from Gov. Jeb Bush concerning the drought index and the wildfire threat. However, he stated that since that time, there has been significant rainfall in Gadsden County and the "burn ban" has been lifted.

Mr. McKinnon told the Board that DOT called him today and they

- 4) Unpaved Road Maintenance Agreements with Chattahoochee; Midway and Gretna - for approval (Cost increase from \$62.66 pr. Hour to \$67.44 per hour)
- 5) Financing Purchase of Four 2001 Mack Dump Trucks - for Approval - Municipal Services Group, Inc. of Littleton, Co Total of \$318,000 for 48 Months at 5.27%. First Payment Due 1 Yr. From Date of Loan Closure.
- 6) WEB Page Development Agreement between Florida Chamber Foundation and the Gadsden County Board of County Commissioners for WEB Page Development. The County agrees to pay \$7,500.00 for the services to the Foundation.
- 7) Promissory Note - Centennial Healthcare. Original note matured August 2000 with a balance of \$145,027.22. This note begins September 1, 2000 and will extend the terms until March 2001.
- 8) Appointment of Bill McGill, and Evelyn Rollins to the Governing Board of the Apalachee Regional Planning Council
- 9) Reappointment of Bill McGill as the Chairperson of the Transportation Disadvantaged Coordinating Board.
- 10) Appointment of Bill McGill and Carolyn Roberson to the Small County Coalition and appointment of Howard McKinnon as the Staff Liaison.
- 11) Articles of Incorporation and Certificate of Incorporation of Gadsden County Development Council. (N00000008343)
- 12) Notice from FDOT that Gadsden County Will Receive Funding Through Small County Outreach Program (Scop) for Realignment of Cr 65 in Fy 2001. Fdot Will Provide Joint Participation Agreement (Jpa). Upon Execution, a Notice to Proceed Will Be Issued. Dot Share - \$727,734.00 Gadsden County Share - \$242,578.00.
- 13) Gadsden County Chamber of Commerce Activities Report for November 2000.
- 14) Notice of Intent to Cancel Lease from Metrocall (Lease of Space on Radio Tower Effective January 2001) for the Record.
- 15) Bid Award for the Electronic On-line Services for the Library - Recommendation of the Bid Committee to Award to EBSCO Information Services of Ispwich, Ma in the Amount

NO0000008343

TRANSMITTAL LETTER

FILED

00 DEC 12 PM 1:44

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Gadsden County Development Council, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the articles of incorporation and a check for:

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Howard McKinnon
Name (Printed or typed)

600003497226--9
-12/12/00--01068--010
*****87.50 *****87.50

P.O. Box 1799
Address

Howard McKinnon Quincy, FL 32353-1799
City, State & Zip

LAST 78 = ADD PAC 850-875-8650
Daytime Telephone number

DATE: 12/18 NOTE: Please provide the original and one copy of the articles.

~~29558~~
P. 14 12/18/00

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

FEB 3 1982

GADSDEN COUNTY DEVELOPMENT COUNCIL
INC
2140 W JEFFERSON ST
QUINCY, FL 32351

Employer Identification Number:

59-3682634

DLN:

17053249038001

Contact Person:

MS. MEDINA

ID# 52444

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

September 30

Form 990 Required:

YES

Addendum Applies:

NO

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

SAMPLE LEAD

Request for Proposal (RFP)

Project Green Tree

Self Made, Inc. a full-service corporate site selection and economic development firm, is presently working with a manufacturer involved in the processing industry. Known as “Project Green Tree”, our client is seeking a location to site a new facility, and replicate their plant currently operating in Nearandfar for this expansion.

We are seeking to investigate suitable candidate locations of interest for this new investment project. A description of this project is presented below, along with a list of information being requested.

If your location meets the requirements as described in this RFP, please submit your response and any supplemental information no later than October 15, 2013 at 5:00 P. M. EST. Responses may be submitted electronically (preferred) in either Adobe Acrobat or Microsoft Word formats. Hard copy responses will be accepted if electronic submission is not possible. Please limit the size of the files you’re sending to no more than 5 MB.

This REP and its contents are intended solely for the selected recipient. Due to the sensitivity and constraints of the site selection process for Project Green Tree, unless otherwise authorized by Self Made, Inc., responses to this RFP are open only to the individual or entity to which it is directly addressed. All data obtained from proposals for Project Green Tree will be treated in the strictest of confidence by Self Made, Inc. and our client.

Project Description

(Elements)*

1. Operations
2. Project Timeline
3. Job Creation
4. Facility
5. Facility Operating Schedule
6. Utilities
7. Estimated Electricity Requirement
8. Waste Water Discharge
9. Transportation Access
10. Areas of interest
11. Most Critical Needs (in order of importance)
12. Estimated Capital Investment

***Elements:** Location Requirements listed above are detailed by the company in the RFP

Proposal Submission (Elements)

1. Location - Sites Available (aerial map of location and sites)
 - A. County location
 - B. Regional Access to Airports
 - C. Regional Highway. Port and railroads
 - D. Commercial Parks
 - E. Aerial Property Map of Available Sites

2. Response to information Requested
 - A. Available Properties
 - B. Available Labor
 - C. Electric Power
 - D. Tax Structure
 - E. Transportation
 - F. Community Profile
 - G. Permitting
 - H. Incentives

Gadsden County Development Council, Inc.

Job Description

Position: Executive Director

The Executive Director will be hired by the Board of Directors of the Gadsden County Development Council, Inc. (GCDC) and shall receive supervision and direction from the Board. The Executive Director will report to the Executive Committee of the Board and will hire and supervise all employees of the GCDC. It is incumbent upon the Executive Director to carry out the directives of the Board and keep all lines of communication open. The Executive Director must be self-motivated and goal-oriented.

The Executive Director oversees and gives general guidance and support in the operation and administration of the organization. He or she is responsible for the coordination and implementation of the 10 Year Community and Economic Development Strategic Plan as approved by the GCDC Board of Directors. The Executive Director will be assisted in these efforts by the Champion Community participating entities and will be under the direction of the Board of Directors of GCDC.

The holder of this position should dedicate a large percentage of his or her time directly to community and economic development and to the specific written goals and objectives set forth by the overall Champion Community Initiative accepted by the Board of Directors.

Duties:

1. Establish and maintain working relationships with government agencies, community agencies, private developers, consultants and others that may be sources of prospects, including local governments, Chamber of Commerce, and the community at large.
2. Develop direct contracts with business prospects to enhance community and economic development in the county through partnership efforts with those in the local community and abroad.
3. Initiate and coordinate presentations on Strategic Plan activity; maintain media presence and develop community awareness of the goals of the Strategic Plan.
4. Coordinate with staff to initiate other activities to support and promote the implementation of the Strategic Plan, such as networking activities and establishing work groups or committees in order to secure community participation in program areas.
5. Coordinate with staff to manage day-to-day fiscal responsibilities; maintain rapport with funding agencies to ensure requirements are met in a timely manner; coordinate periodic requests for grant funding from appropriate sources; monitor financial records and keep

Board of Directors abreast of financial activity; interface with accountants to maintain fiscally sound accounting practices.

6. Coordinate with staff to prepare for meetings of the Board of Directors.
7. Oversee day-to-day management of the GCDC office and be responsible for hiring and motivating staff.
8. Other duties as may be required to fulfill the mission of the GCDC.

Knowledge, Skills and Abilities:

1. Considerable knowledge of philosophies, goals, and objectives of GCDC; knowledge of the organization and its functions.
2. General knowledge of administrative, managerial and supervisory practices and techniques involved in directing personnel management programs and services; regulations and ethical guidelines concerning personnel administration; and bookkeeping practices as applied to nonprofit agencies.
3. Ability to provide leadership in community and economic development activities; supervise the planning, development and establishment of new, modified and/or improved programs, services and activities.
4. Ability to exercise tact and discretion in handling confidential personnel matters; ability to exercise tact and courtesy in frequent contact with others.
5. Ability to make administrative decisions in accordance with laws, regulations and GCDC policies and procedures.
6. Ability to establish and maintain effective working relationships as necessitated by work responsibilities.
7. Ability to use presentation skills to communicate effectively both orally and in writing.

Necessary Experience/Education:

1. Bachelor's degree in Business Administration or related field.
2. Management level experience in a nonprofit or governmental agency preferred; experience in community or economic development also preferred.
3. Good oral and written communication skills.

4. Ability to relate to government entities and diverse groups.
5. Successful organizational management experience that may include budgeting, financial reporting, personnel management and supervision, policy development, and public relations.
6. Knowledge of computers and common office equipment.

Special Requirement:

Possession of a valid Florida driver's license.

*Gadsden County
Chamber of Commerce*

**Proposal for Economic
Development Services**

Gadsden County, Florida

September 16, 2013

Gadsden County Chamber of Commerce

A key economic development role of the Gadsden County Chamber of Commerce (GCCC) is to represent all businesses located within Gadsden County. This representation not only includes assistance at the conception stage with the purchasing of land and buildings for new or expanding businesses and coordinating financial incentives, grants and loans. It also encompasses the Chamber's efforts throughout the life of the business in the form of education and training opportunities, referrals and transition support in periods of layoffs. The Chamber recognizes the importance that every business brings to Gadsden County.

Chamber Mission Statement

Our mission is to work with the community, businesses, government, and professionals in a voluntary partnership to build a healthy economy and improve the quality of life for all of Gadsden County citizens.

Economic Development

The responsibilities of the Chamber are often reflected by community needs. However, one of our main duties is to encourage economic development in Gadsden County. Economic development is generally measured in terms of jobs and income, but it also includes improving environmental and recreational amenities as well as attracting and retaining businesses in our community.

New and existing local businesses regularly make the Chamber their number one stop to inform the community about their products and services. Businesses interested in relocating to the Gadsden County area also contact the Chamber to obtain information that will assist them in their plans. The Chamber works closely with partners such as Tallahassee/ Leon Chamber and EDC, **WORKFORCE plus**, Enterprise Florida, Florida's Great Northwest and others to ensure the businesses can set up and continue successfully in our community. Frequently, this includes purchasing land for new buildings, leasing local buildings, and hiring area residents for the new job openings. Similar assistance is available for current businesses in our area that are interested in expanding or moving to a new location. The Chamber and our partners are rewarded in these efforts by these additions to our county's economy and the ability to provide more employment opportunities to our citizens.

Comprehensive economic development programs include three basic activities:

- Existing Business Retention
- New Business Recruitment Program
- Small Business and Entrepreneurship Program.

New Business Development Recruitment Profile Summary:

- 25-125 employees
- 115% of average wage with benefits
- Give back to community
- Primarily manufacturing, distribution, renewable energy & agribusiness
- Environmentally sensitive

Services/ Economic Development:

- Grants, loans, incentives and funding assistance
- Workforce development and education
- Land use, permitting, licensing ,environmental and infrastructure
- Site and location assistance
- Marketing and promotional assistance
- Business plan assistance

The GCCC is the first and primary point of business contact for Gadsden County and is responsible for

- Handling the coordination of regional and state economic development relationships and stakeholders, as well as loans, grants and incentives to prospective and existing businesses, target business sectors for recruitment and inventory available assets, buildings and land.
- Developing and distributing marketing and promotional materials to prospective and existing businesses in support of retention and positive expansion.
- Maintaining strategic relationships to resolve workforce development issues and needs with various groups such as, but not limited to, WORKFORCEplus, University of Florida-Institute of Food & Agricultural Sciences North Florida Research & Education Center, the Jim Moran Institute for Global Entrepreneurship at Florida State University and Tallahassee Community College and the Governor's Office of Economic Development.

Importance of Confidentiality

Clients of the GCEDC require confidentiality agreements due to the sensitive nature of proprietary confidential business information and the competitive business environment. GCEDC shall retain all client records under the protection of Section 288.075, Florida Statutes that creates an exception to Chapter 119 as it pertains to commercial development and capital improvements and the confidentiality of records.

Additional deliverables:

- Web Site Reconstruction- Updates to include building and land assets, information on grants and loans..
- Workshops to include.....Workforce, access to capital, customer service training for business and government, the economic development process
- Development of Economic Development strategic plan for county
- More emphasis in supporting our local businesses (Retention)
- Stronger regional outreach and partnering related to ED
- Creation of program to support Gadsden County agriculture
- Development of Gadsden County promo video for ED
- Development of Focus groups to identify challenges and find solutions

The Chamber desires to perform economic development services per terms and consideration to be mutually agreed upon by the Gadsden County Commission and the Gadsden County Chamber of Commerce.

Submitted by:

David Gardner

David A. Gardner

Executive Director

September 16, 2013

Date

QUINCY-GADSDEN AIRPORT AUTHORITY
Post Office Box 1905
Quincy, Florida 32353
850-627-2112 quincyairport@tds.net

August 12, 2013

The Honorable Doug Crowley, Chairman
Gadsden County Board of Commissioners
Post Office Box 1799
Quincy, FL 32353

RECEIVED

SEP 09 2013

COUNTY ADMINISTRATOR'S
OFFICE

Dear Chairman Crowley:

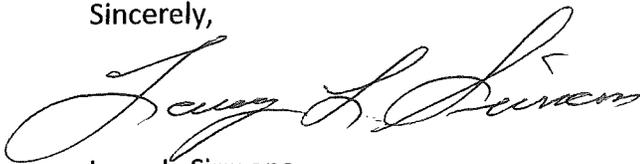
As required by the enabling legislation of the Quincy-Gadsden Airport Authority (QGAA), attached is a copy of the Draft FY 2013/2014 Budget for the QGAA. The final QGAA Budget will be adopted at the regularly scheduled meeting of the QGAA on October 14, 2013, and a certified copy will be forwarded to you after that meeting.

The Quincy-Gadsden Airport Authority continues to remain self-sufficient and without the need of any financial investment from the Gadsden County Board of County Commissioners.

On behalf of the QGAA, I would like to take this opportunity to thank the Gadsden County Commission and its staff, for the continued cooperation provided to the Quincy-Gadsden Airport Authority in the implementation of its mission and the continuing assistance provided during the recent construction project.

Please do not hesitate to contact QGAA Administrator, Janice Watson at 850-643-7752, if you have any questions, or need any additional information.

Sincerely,



Larry L. Sirmons
Chairman

cc: Robert Presnell, County Manager

QUINCY GADSDEN AIRPORT AUTHORITY FY 2013 / 2014 BUDGET
(Proposed)

INCOME/REVENUES:

Hangar Revenue	141,000.00	
Aviation Fuel Sales	180,000.00	
TOTAL AIRPORT REVENUE		<u>321,000.00</u>

TOTAL INCOME/REVENUES

EXPENDITURES:

OPERATING EXPENSES:

Accounting Fees	1,800.00	
Audit Fees	9,500.00	
Legal Fees	2,600.00	
Engineering Fees	2,500.00	
Administrative Fees	20,000.00	
FBO Janitorial Fees	2,600.00	
Airport Maintenance Fees	16,000.00	
Advertising	500.00	
Dues & Subscriptions	1,000.00	
Insurance	15,000.00	
Interest Expense	1,000.00	
Utilities	21,000.00	
FBO Supplies	2,500.00	
Maintenance Supplies	14,000.00	
Office Supplies	1,000.00	
Postage	1,000.00	
Fuel Inventory	162,000.00	
Sales Tax Payable	9,000.00	
Runway Safety Area Lease	5,500.00	
Contingency / Project Match	<u>32,500.00</u>	
TOTAL OPERATING EXPENSES:		<u>321,000.00</u>

Approved at the Quincy-Gadsden Airport Authority's regular meeting on August 12, 2013.


Larry L. Sirmons, Chairman

RECEIVED
SEP 09 2013
COUNTY ADMINISTRATOR'S
OFFICE

QUINCY-GADSDEN AIRPORT AUTHORITY
Post Office Box 1905
Quincy, Florida 32353
850-627-2112 quincyairport@tds.net

June 15, 2013

Mr. Bob Buchholz
Post Office Box 2513
Havana, FL 32333

Dear Mr. Buchholz:

At its regular meeting, on June 3, 2013, the Quincy-Gadsden Airport Authority, by unanimous vote, appointed you to serve a three year term on the Quincy-Gadsden Airport Authority. Your term will begin on July 1, 2013 and run through June 30, 2016. You will be serving as the Quincy-Gadsden Airport Authority's appointed member to the QGAA. The QGAA meets regularly on the 2nd Monday night of each month. You will receive a package of materials for the meeting approximately one week before the meeting.

For your reference, enclosed is a current list of the current Quincy-Gadsden Airport Authority members. Congratulations. We are looking forward to working with you.

Sincerely,



Larry L. Sirmons
Chairman

cc: Gadsden County Board of Commissioners
Quincy City Commission

RECEIVED

SEP 09 2013

**COUNTY ADMINISTRATOR'S
OFFICE**