

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: March 26, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Sonya Burns, Housing Program Coordinator

Subject: Approval and Signature for Special Assessment Liens-State Housing Initiative Partnership Program (SHIP) (Down Payment and Closing Cost Assistance Program)

Statement of Issue:

This agenda item seeks Board approval and signatures to execute the Special Assessment Lien(s) that were agreed upon by the Homeowner and the Community Development Administration State Housing Initiative Partnership (**SHIP**) Housing Down Payment and Closing Cost Assistance Program.

Background:

In order to protect the interest of the County, the state requires that a lien be placed on the homes that are purchased with the assistance from **SHIP** funds. Once the Special Assessment lien was signed and needs to be recorded the homeowners have been awarded the Deferred Payment Loan to purchase their home. The loan is funded by the **SHIP** program through the State of Florida and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owner and the Gadsden County Community Development Administration's Housing Programs has agreed that the owner shall remain in the house for a full ten-year period at no annual rate of interest and once the ten-year period is completed that the lien would be forgiven and satisfied. The homeowners are required to pay the fees to have the lien recorded at the County Clerk of Courts office and the Gadsden County Community Development office will furnish them a copy of the recorded document. The original will be kept in the Community Development Administration file.

Analysis:

As agreed upon by the Owners and the Gadsden County Community Development Administration's **SHIP** Housing Program the owners shall remain in the house for a full ten-year period, after the lien have expired it will be forgiven and satisfied.

Fiscal Impact:

None.

Options:

1. Approve the homeowner lien(s) who are being or have been served by the **SHIP** Down Payment and Closing Cost Assistance Housing Programs and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Hope Footman – New Construction Lien
2. Qena Bryant – New Construction Lien
3. Wanda Moody – New Construction Lien

**GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

THIS AGREEMENT, MADE THIS 15TH day of March, 2019 by and between Hope Footman whose address is 1433 Cochise Trail, Tallahassee, Florida 32304 hereinafter referred to as "Owner-Occupant" and Gadsden County through its First-Time Homebuyer Program, hereinafter referred to as "SHIP Program", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number: 4-18-1N-2W-0000-00131-0300

A Parcel of land lying in the West Half of the Northeast Quarter of Section 18, Township 1 North, Range 2 West, Gadsden County, Florida, and being within a 3.363 acre Tract of land as described in Official Record Book 174, Page 375-376 of the Public Records of said County, more particularly described by metes and bounds as follows:

Commence at a concrete monument (LS 1254) marking the Northwest corner of said 3.363 acre Tract of land, and run; Thence South 89 degrees 55 minutes 42 seconds East (Bearing Base) along the Northern boundary of said Tract of land a distance of 142.75 feet to a re-bar (LS 3031) for the Point of Beginning. From said Point of Beginning thence continue South 89 degrees 55 minutes 42 seconds East 263.28 feet to a concrete monument (LS 1254) marking the Northeast corner of said Tract of land, also said point on the Westerly right of boundary of Central Road (60 foot right of way); Thence South 19 degrees 48 minutes 25 seconds East along said Westerly right of way boundary a distance of 159.50 feet to a re-bar (LS 3031); Thence North 89 degrees 55 minutes 42 seconds West 317.52 feet to a re-bar (LS 3031); Thence North 00 degrees 04 minutes 18 seconds East 150.00 feet to the Point of Beginning.

WITNESSETH:

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the SHIP Program remains the Owner-Occupant in the ten (10) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **TEN THOUSAND DOLLARS & 00/100 (\$10,000.00)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be ten (10) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the ten (10) year term of the Loan. (Ten Percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full ten (10) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

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SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within ten (10) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the ten (10) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement**, the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the (SHIP) Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

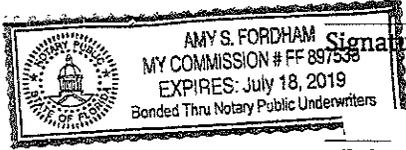
9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

**GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 21 ST of March,
2019 personally appeared Qena Bryant of 215 Earnest Street, Quincy, Florida 32351 who
acknowledged before me that he/she freely and voluntary executed this agreement for the purpose
therein expressed.



Amy S Fordham

Signature of Notary Public-State of Florida

Print, Type or Stamp Name of Notary Public

- Personally known to me, or
 Produced Identification: VALID FLORIDA DRIVERS LICENSE
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BOARD OF COUNTY COMMISSION

**GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

THIS AGREEMENT, MADE THIS 21 ST day of March, 2019 by and between Qena Bryant whose address is 215 Earnest Street, Quincy, Florida 32351 hereinafter referred to as "Owner-Occupant" and Gadsden County through its First-Time Homebuyer Program, hereinafter referred to as "**SHIP Program**", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number: 3162N3W0000003320900

Blue Star Highway Quincy 16-2N-3W 0000/ .13 Acres OR 835 P 1582 OR 259 P 935 COMM AT SWC OF SECTION 16-2-3, RUN S 88 DEG 24 MIN E 290 FT, N 01 DEG 36 MIN E 1296.08 FT FOR POB. THENCE CONTINUE N 01 DEG 36 MIN E SEE TAX ROLL FOR ANY/ALL EXTRA LEGAL

WITNESSETH:

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the **SHIP Program** remains the Owner-Occupant in the ten (10) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **TEN THOUSAND DOLLARS & 00/100 (\$10,000.00)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be ten (10) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the ten (10) year term of the Loan. (Ten Percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full ten (10) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within ten (10) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the ten (10) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-

**GADSDEN COUNTY
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FOR FIRST TIME HOMEBUYERS**

Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement**, the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the (SHIP) Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Witness Sherry Fordham
 Witness Lisa Jenkins

x Qena Bryant
 Owner-Occupant, Qena Bryant

 Owner-Occupant,

STATE OF FLORIDA

**GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement**, the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

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If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

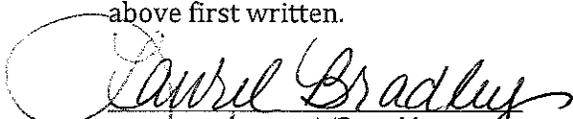
7. Failure of the (SHIP) Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

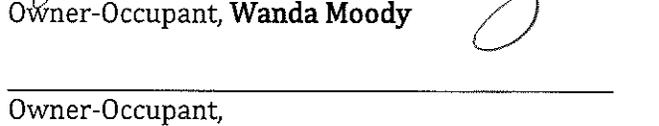
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10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.


Witness Laurel Bradley

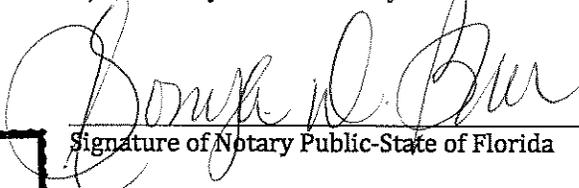
Witness Jeronda Robinson


Owner-Occupant, Wanda Moody

Owner-Occupant,

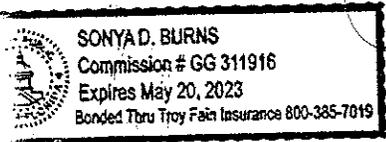
**GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 15TH of March,
2019 personally appeared Hope Footman of 1433 Cochise Trail, Tallahassee Florida 32304 who
acknowledged before me that he/she freely and voluntary executed this agreement for the purpose
therein expressed.



Signature of Notary Public-State of Florida



Sonya D. Burns
Print, Type or Stamp Name of Notary Public

- Personally known to me, or
- Produced Identification: VALID FLORIDA DRIVERS LICENSE
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BOARD OF COUNTY COMMISSION

**GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS**

THIS AGREEMENT, MADE THIS 28TH day of March, 2019 by and between Wanda Moody whose address is 4157 Jackson Bluff Road, Tallahassee, Florida 32304 hereinafter referred to as "Owner-Occupant" and Gadsden County through its First-Time Homebuyer Program, hereinafter referred to as "SHIP Program", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number:

Lot Numbered Four (4), Block "B" of Country Meadows Subdivision, as per plat recorded in Plat Book 1, Page 214, in the Office of the Clerk of the Circuit Court, Gadsden County, Florida.

WITNESSETH:

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the SHIP Program remains the Owner-Occupant in the ten (10) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **TEN THOUSAND DOLLARS & 00/100 (\$10,000.00)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be ten (10) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the ten (10) year term of the Loan. (Ten Percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full ten (10) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within ten (10) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the ten (10) year term of this

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: March 27, 2019

To: Honorable Chairperson and Members of the Board

From: Dee Jackson, County Administrator
Sheriff Morris Young, GCSO
Major Shawn Wood, GCSO

Subject: Approval of the Contractual Agreement between CenturyLink and Gadsden County

Statement of Issue:

This agenda item seeks Board approval for the contractual agreement between CenturyLink and the Gadsden County Board of County Commissioners and authorize the Chairperson to execute all related documents.

Background:

This grant is effective for application as funds are available each year. It affords a higher level of redundancy to our E911 Dispatch Center by providing new recording equipment and software to be installed at our Primary E911 Dispatch Center, located at the W.A. Woodham Justice Center, 339 East Jefferson Street., and new recording equipment and software to be installed at our backup E911 dispatch center located at the Quincy Fire Department, 20 North Stewart Street,

Analysis:

The E911 State Grant Program assists rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide “seamless” E911 throughout the State of Florida.

Fiscal Impact:

None. The county has received funding for this project from the State of Florida E911 State Grant Program.

Options:

1. Approve the contract agreement and authorize the Chairman to execute all necessary documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachment(s):

Primary recorder solution quote, back-Up recorder solution quote, contractual agreement



CenturyLink

Customer Legal Name: E911 Florida Gadsden County
 Customer Billing Name: E911 Florida Gadsden County
 339 EAST JEFFERSON STREET
 QUINCY
 FL , 32351
 Quote-Build #: 19-001369

Valid Until June 30, 2019

Description of Work to be Performed:

NICE RECORDER SOLUTION FOR PRIMARY PSAP - STATE GRANT 2019

Part Number	Description	Quantity	Unit Price	Extended Price
GADSDEN PRIMARY PSAP				
RA-NPS-INF-PROF	Inform Professional Audio Recording System	1	\$ 13,641.36	\$ 13,641.36
RA-PS-MAINT-NICE-IND-ENH	Public Safety Maintenance Agreement for NICE products	1	\$ 560.90	\$ 560.90
HP-ML30G9	HP Tower/4U Server (2x500GB RAID1, Redundant PS, M5 SVR STD 2012	1	\$ 6,455.57	\$ 6,455.57
26886	1.5ft USB to DB9 Serial Adapter Cable	1	\$ 32.31	\$ 32.31
WSI-SYSIMAGE	External USB Systems Image Drive	1	\$ 161.55	\$ 161.55
HP-417705B21	HP Tower to Rack Conv Tray Universal Kit (for HP ML110, HP ML310 G9,	1	\$ 549.27	\$ 549.27
INST	Installation	1	\$ 5,731.83	\$ 5,731.83
WSI-NiceTrainMod1	Training Module 1: Admin and End User on Reconstruction and Verify	1	\$ 484.65	\$ 484.65
DISC	Channel Discount	1	\$ (2,619.00)	\$ (2,619.00)
SUBTOTAL				\$ 24,998.44
Parts				\$ 24,998.44
Miscellaneous				\$ -
Shipping				\$ -
Parts Subtotal				\$ 24,998.44
Labor				\$ -
Vendor Support (See Vsupport Tab for Details)				\$ -
TOTAL PRICE				\$ 24,998.44

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html



CenturyLink

Customer Legal Name: E911 Florida Gadsden County
 Customer Billing Name: E911 Florida Gadsden County
 339 EAST JEFFERSON STREET
 QUINCY
 FL , 32351
 Quote-Build #: 19-001369

Valid Until June 30, 2019

Description of Work to be Performed:

NICE RECORDER SOLUTION FOR BACKUP PSAP - STATE GRANT 2019

Part Number	Description	Quantity	Unit Price	Extended Price
GADSDEN BACKUP PSAP				
RA-NPS-INF-PROF	Inform Professional Audio Recording System	1	\$ 10,977.98	\$ 10,977.98
RA-PS-MAINT-NICE-IND-ENH	Public Safety Maintenance Agreement for NICE products	1	\$ 427.46	\$ 427.46
HP-ML30G9	HP Tower/4U Server (2x500GB RAID1, Redundant PS, MS SVR STD 2012	1	\$ 6,470.21	\$ 6,470.21
26886	1.5ft USB to DB9 Serial Adapter Cable	1	\$ 32.38	\$ 32.38
WSI-SYSIMAGE	External USB Systems Image Drive	1	\$ 161.92	\$ 161.92
HP-417705821	HP Tower to Rack Conv Tray Universal Kit (for HP ML110, HP ML310 G9,	1	\$ 550.52	\$ 550.52
INST	Installation	1	\$ 5,264.25	\$ 5,264.25
WSI-NiceTrainMod1	Training Module 1: Admin and End User on Reconstruction and Verify	1	\$ 485.75	\$ 485.75
DISC	Channel Discount	1	\$ (2,156.00)	\$ (2,156.00)
SUBTOTAL				\$ 22,214.47
Parts				\$ 22,214.47
Miscellaneous				\$ -
Shipping				\$ -
Parts Subtotal				\$ 22,214.47
Labor				\$ -
Vendor Support (See Vsupport Tab for Details)				\$ -
TOTAL PRICE				\$ 22,214.47

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

This Amendment is between CenturyLink Communications, LLC ("CenturyLink") and E911 Florida Gadsden County ("Customer"). It amends the applicable Master Service Agreement – Public Safety Version, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). It is effective on the date the last party signs it (the "Amendment Effective Date"). This Amendment provides the terms and conditions applicable to Customer's purchase of products and services identified in this Amendment ("Services") from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before April 19, 2019 ("Cutoff Date").

1. **Addition of New CenturyLink Quote.** CenturyLink may provide Customer with a Product Schedule via a CenturyLink issued quote (see CenturyLink Quote No.19-001369), which is incorporated into the Agreement by this reference.

2. **Miscellaneous.** All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC

E911 FLORIDA GADSDEN COUNTY

Authorized Signature

Name Typed or Printed

Director – Offer Management

Title

Date

Authorized Signature

Name Typed or Printed

Title

Date

FOR INTERNAL CENTURYLINK REFERENCE
Contract ID(s) of Agreement being amended: 1194534

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: March 14, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Suzanne Lex, Growth Management Director

Subject: Ratification of Approval and Authorization of the Chairman's Execution of the Contract Amendment Request to DOS/DHR Grant No. SC731 Old Courthouse Renovation

Statement of Issue:

This agenda item seeks Board approval and authorization of a Contract Amendment Request to the Department of State, Division of Historical Resources (DOS/DHR) Grant No. SC731 Old Courthouse Renovation.

Background:

The Board approved and authorized the signature of a previous Contract Amendment Request on October 2, 2018. The previous contract amendment was signed by the Chair on October 10, 2018, and the DOS/DHR Division Director on October 24, 2018, which extended the completion deadline for the grant from October 30, 2018 to February 28, 2019.

The Contract Manager has begun the bidding process for subcontractors, but due to various requirements and that have taken longer than originally anticipated, an additional Contract Amendment Request was made in order to complete work on the Courthouse. The current Contract Amendment Request to DOS/DHR Grant No. SC731 Old Courthouse Renovation extends the completion deadline for the grant until June 30, 2019.

Options:

1. Ratification of approval and authorization for the Chairman to execute the Contract Amendment Request to DOS/DHR Grant No. SC731 Old Courthouse Renovation to extend the project completion date to June 30, 2019.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. SC731 Contract Amendment Request
2. Correspondence between David Weiss and Ellen Andrews re Courthouse Grant SC731 Amendment Request

Contract Amendment Request

Grant Number: SC731

Project Name: Old Courthouse Renovation

Grantee: Gadsden Board of County Commissioners

IDENTIFY THE PROPOSED CHANGES TO THE CONTRACT AS APPLICABLE

Existing Scope of Work

Grant funds will be used for exterior wall painting; refinishing and sealing exterior steps and landing; restore cupola windows, clock, and bell; water intrusion repair and prevention; repointing repairs at lower level brick masonry; main roof repairs; restoring cupola roof and finishes; and architectural services. All tasks associated with this project, as outlined in the Project Description (see Attachment A), will be completed by February 28, 2019.

Amended Scope of Work

Grant funds will be used for exterior wall painting; refinishing and sealing exterior steps and landing; restore cupola windows, clock, and bell; water intrusion repair and prevention; repointing repairs at lower level brick masonry; main roof repairs; restoring cupola roof and finishes; and architectural services. All tasks associated with this project, as outlined in the Project Description (see Attachment A), will be completed by June 30, 2019.

Original Deliverables

1. Deliverable/Payment 1
2. Deliverable/Payment 2
3. Deliverable/Payment 3
4. Deliverable/Payment 4

Amended Deliverables (no changes)

1. Deliverable/Payment 1
2. Deliverable/Payment 2
3. Deliverable/Payment 3
4. Deliverable/Payment 4

Other Changes

Existing language

Effect on Proposal Goals

None

Authorization

Authorized Official for the Grantee: Anthony O. Viegbesie, Ph. D.
Chair, Gadsden County Board of County Commissioners
2/21/2019

Authorized Official Signature

Date

Authorized Official for the Division of Historical Resources: _____

DHR Division Director

2/26/19

Date

Mail to the address below.

Florida Division of Historical Resources
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399

Ellen Andrews

From: David Weiss <dweiss@ausley.com>
Sent: Tuesday, March 26, 2019 12:59 PM
To: Ellen Andrews
Cc: Suzanne Lex
Subject: RE: Gadsden County Courthouse Grant SC731 amendment questions

Hi Ellen – I apologize for the delayed response, but (per my auto reply) was out of the office at the end of last week and returned yesterday to a filing deadline and meetings. Yes, if this has not been approved by the BOCC, it should go to the BOCC for approval. I suggest the following language for option 1:

Ratification of approval and authorization of the Chairperson's execution of the Contract Amendment Request to DOA/DHR Grant No. SC731 Old Courthouse Renovation to extend the project completion date to June 30, 2019.

Thanks

David J. Weiss
Ausley McMullen

From: Ellen Andrews [mailto:eandrews@gadsdencountyfl.gov]
Sent: Thursday, March 21, 2019 3:42 PM
To: David Weiss
Cc: Suzanne Lex
Subject: Gadsden County Courthouse Grant SC731 amendment questions

Hi David,

Sorry to have taken so long to get this to you for review. I have attached the original grant agreement for the courthouse renovation and the proposed agenda request and signed contract amendment request for the extension to the grant. We had to have the extension signed by the Dept. of State by the end of February, and neither Suzanne or I though it needed to go before the Board, so the Chair signed it. This is the fourth amendment to the contract, and only the third one was certified. The clerk's office has indicated that it needs to go before the Board and be certified. In your opinion:

- (1) Does the contract amendment need to go before the Board and be certified?
- (2) If so, is the format of attached agenda request worded correctly for an amendment that has already been signed by the Chair?

Thank you for your review and assistance.

Ellen Andrews
Principal Planner
Gadsden County Planning Department
1-B East Jefferson Street/P. O. Box 1799
Quincy, FL 32353
Office: 850-662-3708
Email: eandrews@gadsdencountyfl.gov

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.

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

RE: RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

DATE: March 19, 2019

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

Accounts Payable Dated: March 21st, March 28th, April 4th
Payroll dated: March 28th,

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

RE: RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

DATE: April 2, 2019

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

Accounts Payable Dated: April 11th
Payroll dated: April 11th

**AT A SPECIAL BUDGET MEETING OF THE BOARD OF
COUNTY COMMISSIONERS IN AND FOR GADSDEN
COUNTY, FLORIDA HELD ON AUGUST 14, 2018 AT 5:00
P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:**

Present: **Brenda Holt, Chair, District 4**
 Dr. Anthony "Dr. V" Viegbesie, Vice Chair, District 2
 Eric Hinson, District 2
 Gene Morgan, District 3
 Sherrie Taylor, District 5
 Dee Jackson, Interim County Administrator
 David Weiss, County Attorney
 Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE

Chair Holt called the Special Meeting to order at 5:00 p.m.; asked everyone to stand for a moment of silence and then led in the Pledge of Allegiance to the U. S. Flag.

Citizens Requesting to be Heard on Non-Agenda Items

Willie Scott, Scott Town Community, appeared before the Board on behalf of the Senior Citizens. He said they have been having problems and thought it was time for the County to come in and help.

Commissioner Hinson appeared at 5:03 p.m.

Chair Holt asked if he would like to have this placed on the agenda to bring back to the Board for discussion and he responded yes.

Mrs. Jackson said what he was requesting would require a budget entry and would be brought up at the next special meeting for a budget workshop.

Commissioner Taylor said this was a special meeting and knew the Senior Citizens budget was in it and hoped they could at least discuss this as they went through the budget.

Chair Holt said she was referring to coming up with a plan to the solution.

Commissioner Morgan asked if they were discussing the financial situation of the center and Chair Holt said it may be and they would have input when they reach that point. He asked if they had decreased any funds and Chair Holt said no, it was the use of funds they wanted to discuss.

GENERAL BUSINESS

1. Welcome

Chair Holt welcomed everyone to the Special Budget Meeting and said everyone's input was very important.

2. Overview and Presentation

Mrs. Jackson said they have brought forth a balanced budget but was not final until it was approved at the final budget meeting.

The budget included items that were unfunded:

- HCRA budget per State of Florida is \$200,000;
- Results from Wage and Compensation Study have allocated \$100,000 in case it was needed based on that study;
- Ag Building completion-Board approved a bond of \$700,000 which will be before them at the next regular meeting but will need an additional \$300,000.

She said with this budget, they are looking at \$19,417,000 from the General Fund to balance the budget if they keep everything the same.

Jeff Price, Senior Management and Budget Analyst, said revenues was mainly the Property Tax Ad Valorem and other taxes and State Revenue sharing, then discussed the expenditures.

Mr. Price discussed the General Fund Balance. The County is at \$4.5 currently; they removed \$500,000 for Stevens School and may have to move \$300,000 - \$500,000 to EMS to shore that up.

Commissioner Hinson asked if the \$500,000 was added for Stevens and was now being taken away and should be a wash and to not talk about that. He asked how they went from \$6.5 Million to an average of \$4.5 Million and could not recall having anything less than \$4.5 Million.

Chair Holt asked for that to be explained and said at one point they had \$7 Million.

Mr. Price said in the past years they have been balancing the budget based on Reserves and if they looked at past budgets, they have used money from Reserves and have tried to be efficient with what was spent.

Chair Holt asked him to tell what was in Reserves last year and what has been pulled out.

Mr. Price said for 2018, they budgeted \$1.3 to come from Reserves and was what balanced the current year's budget.

Commissioner Hinson asked what the \$1.3 was spent on. Mr. Price said it was a combination of adding up all Revenue and Expenditures. Commissioner Hinson asked what it was spent on and Mrs. Price said it was all the Constitutionals, part was theirs; part was the Board's expenditures, etc. He said there was no one specific thing it was spent on. Commissioner Hinson said he knew they took it out of Reserves and they approved it but was curious what they approved. Mr. Price said they approved what was in the budget, every line item last year. Commissioner Hinson asked what they approved that was \$1.3 Million and Price said they approved everything.

Mrs. Jackson said Mr. Price was saying they approved the entire budget, they approved for the Non-Profits to be funded, the Constitutionals, insurance went up and all those totaled more than the revenue stream that was coming in.

Commissioner Hinson said when they balanced the budget, he assumed they knew what they had by that time and was when they increased all the Constitutionals by 2%, but after that part, what

did they take out after October 1st.

Chair Holt asked to see a spreadsheet of what came out of the Reserves.

Commissioner Taylor said with regard to Senior Citizens, they did not like traveling after dark and requested that they address that sooner than later so they would be able to head home at a reasonable time.

Mrs. Jackson said they did suggest some cost saving measures: reduce the amount transferred to County Offices and took out two ambulances they were planning to purchase; thought was a better idea to lease purchase the tower; cut Judicial travel because they never used it; cut the Public Defenders' request, they requested \$7940.00 to go paperless; they cut the emergency housing repair by \$50,000 and explained they now have a consultant on-board who has already generated funding that will make up the difference; delayed the generator for the Butler Building of \$100,000. She mentioned possible cuts: with Gadsden Senior Services there is currently \$102,000 that goes to Gadsden Senior County citizens and \$60,000 of that goes to Gadsden Senior Services and she wanted to discuss that now.

She presented the Board with an outline of what Gadsden Senior Services receives and it was just for Chattahoochee and Quincy and currently received \$483,308 per year. She said this was a breakdown of how it was being spent. She said the current administration was not spending 100% of the money that was allocated and that was one reason the Seniors were here. They wanted to see more activities, etc. Chair Holt said \$483,000 was not all coming from the County. Mrs. Jackson said that was money they receive from the Area Agency on Aging. She has done some research and it was possible for the County to assume this responsibility and the Board has assumed the responsibility before. She said if it was the will of the Board, they could look into doing again and it would be no cost to the Board to do it and could be less than the \$60,000 that they put toward Gadsden Senior Services now. Commissioner Holt said they need to workshop that.

Commissioner Viegbesie said the amount that Gadsden Senior Services receives from this source of funding was \$483,308 and Mrs. Jackson said currently the Board gives them \$60,000 but was only required to match 10% of just the total of the first three line items on the page (\$202,812.00) and could be in-kind services, i.e., light bill and the building. Mrs. Jackson said they were using all the money that the County gives and not the total amount that they receive from the State.

Commissioner Morgan asked if they had a balanced budget without pulling from fund balance and was told yes. He asked how much in that balanced budget have they funded the Gadsden Senior Citizens in total and Mrs. Jackson said the total was \$102,000. He said then it was not a funding issue from the County, if there was \$102,000 that was there without pulling from Reserves, and what was the issue tonight. Mrs. Jackson said the issue was if the Board want to budget that amount. Commissioner Morgan said that was why he asked if they had a balanced budget without pulling from Fund Balance and the answer he was given was yes.

Commissioner Taylor said the way they have to approve line items is to be specific as to what they were authorizing the dollars to be spent from because the Clerk listens attentively. She said they could not just put the money out and expect it to be spent the way the citizens were asking, they have to be specific with the language and could do that tonight per the Deputy who was there

recording (the meeting) tonight, so they will know how to spend it. She said some of the line item dollars are restricted and have to be used specifically.

Chair Holt said the chart did not show what the \$102,000 was currently being spent on and that was the only thing the Board could control.

Mrs. Jackson said the \$102,000 did include \$10,000 that BOCC gives to Gretna, Midway and the others and it was \$60,000 total.

Commissioner Viegbesie said he was glad they were having this conversation and his understanding of their concerns was less fiscal than management and felt they should focus on management to increase the quality of life for those in their golden years and the management part was what they should deal with. He said they needed to come up with a plan for the \$60,000 as to how to itemize what it is spent on.

Commissioner Morgan said this was an important issue but they were here tonight for a budget issue and discussing that part of it was not the time tonight. He asked that the Board stick to the Agenda.

Commissioner Taylor said all they were asking for was to have language included in the balanced budget and could come back later, she just wanted to get it started.

Chair Holt said this matter will be workshopped. They need to know what the money was being spent on and where all the money was coming from.

Commissioner Hinson said they also needed to touch on the issue of emergency housing repairs that affected seniors and handicapped people as well.

Commissioner Viegbesie said he wanted his citizens to understand their conversation had nothing to do with the activities of the Seniors from now until October 1st

Chair Holt explained the budget was set from October 1st going forward for the next year.

Commissioner Taylor asked that before the seniors left could they put a motion on the floor for FY 18/19 that they could use \$60,000 for activities for them.

COMMISSIONER HINSON MADE A MOTION THAT \$10,000 TO EACH CITY WITH EXCEPTION OF GREENSBORO, THE OTHER \$60,000 BE FOR THE WHOLE COUNTY FOR ACTIVITIES AND COMMISSIONER TAYLOR MADE THE SECOND. COMMISSIONER VIEGBESIE HAD A QUESTION.

Commissioner Viegbesie asked for an amendment to the motion. He suggested that a workshop should be held to discuss how the \$60,000 would be used for the activities for the seniors.

COMMISSIONER HINSON AMENDED HIS MOTION-STARTING OCTOBER 1ST THE \$60,000 WILL BE USED FOR ACTIVITIES AND SECOND BY COMMISSIONER TAYLOR. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS ITEM.

Commissioner Taylor stepped out at 6:00 p.m.

Commissioner Hinson said Housing was near and dear to his heart and they were cutting the emergency housing repairs.

Commissioner Morgan stepped out at 6:02 p.m.

Commissioner Hinson said they need to budget and let stay there so they can assist the people who need to be assisted.

Chair Holt said the housing money was not one of the places where staff was suggesting cuts.

Mrs. Jackson said he saw the cut of Emergency Repair money for \$50,000 but the County has looked into some cost saving measures that she will bring at the next special budget meeting .

Commissioner Morgan returned at 6:03 p.m.

She said at the meeting, she will show where they will actually have more money than the \$50,000 that was taken out, it just was not coming from the General Fund. She said if they remove the cut of the Emergency Housing Repair from the possible cuts, they have to find \$50,000 or will not have a balanced budget.

Commissioner Viegbesie said he wanted to put on record that the Emergency Housing repairs was not only directed to seniors, it included indigent citizens and did not want to give the opinion that all the money that was being budgeted for Emergency Housing repairs were solely to be used for seniors.

Commissioner Taylor returned at 6:05 p.m.

Commissioner Hinson said that was a good point and believed lot of grant funding that they receive had limits but have folks in cities that need help also and was not only limited to the unincorporated areas.

COMMISSIONER HINSON MADE A MOTION TO REMOVE THE CUT FROM EMERGENCY HOUSING REPAIR AND FIND OTHER WAYS TO USE THAT AND COMMISSIONER TAYLOR MADE THE SECOND. COMMISSIONER MORGAN HAD A QUESTION.

Commissioner Morgan asked where Commissioner Hinson suggested finding the \$50,000. Commissioner Hinson said they have a long way to go and thought when they get to the end they can make a recommendation.

Commissioner Morgan said as part of his original question, they have an opportunity to replace those dollars that were originally cut to make the line item whole, why vote to take away from somewhere else when they have that made up.

Commissioner Viegbesie said if it were the will of the Board that Emergency Housing Repairs be restored, there will be two more workshops, find cuts then the Administrator, Financial Director and Staff can work the umbers out.

CHAIR HOLT CALLED FOR THE VOTE. THE BOARD VOTED 3-2 BY VOICE VOTE. COMMISSIONER MORGAN AND COMMISSIONER HOLT OPPOSED.

Chair Holt said now that they had voted for that, they had to find \$50,000 tonight to balance the budget.

Commissioner Taylor stepped out at 6:15 p.m.

Mrs. Jackson said next item was the EMS fund.

Mr. Price said they have looked at outsourcing EMS services, and in doing so, have come up with a budget.

Commissioner Taylor returned at 6:17 p.m.

Mr. Price said they projected doing a RFP and having the vendor up by January 1, 2019 and the numbers were $\frac{1}{4}$ of the budget and expenditures were little over \$1 Million and General Fund would kick in a little and a stipend the County would pay toward the Vender itself.

Mrs. Jackson said EMS has been draining the budget, one of the recommended solutions was outsourcing EMS and Staff has looked into outsourcing completely. She said they have to make cuts and staff has researched and there is a vender interested in taking over for \$500,000 a year and that would be their total expense for EMS services.

Chair Holt asked what type of record they had and where they have worked before. Mr. Price said the main headquarters were located in Alabama.

Chair Holt asked in looking at that vendor, had a study been done on complaints and ratings and Mr. Price said they had not gotten to that point yet.

Mrs. Jackson said the Board could approve for Staff to look further into this item and did not know what the other companies could do; this was recommended by another County that was pleased with their services.

Chair Holt said if they were going to look into that, also look if the employees would be retained and asked if the county was Santa Rosa County and Mrs. Jackson said yes.

Mr. Price said they did like to hire local people, the equipment was part of the deal also, and they would look into the revenue. Chair Holt said the rate of response was very important and if a second trip from the emergency room to Tallahassee was an additional charge.

Commissioner Taylor said the last five years they have gone into a deficient and asked what was budgeted annually. Mr. Price said they budget \$3 Million and Commissioner Taylor said every year around March/April, they have to do a budget amendment to add to it. Taylor She asked for clarity and said if they did this, they would no longer need to budget EMS, just \$500,000 and they would bet the same services. Mrs. Jackson said they can build the contract for it to be the exact same services and if they chose, could model it after Santa Rosa. Commissioner Taylor said she highly recommend and highly stress, they will be collecting and obviously had a better reputation

of collecting that than the County. She said she highly recommended they look at other counties and if outsourcing seemed to be where the County needed to be, she concurred.

Commissioner Hinson said he wanted to disclose, the reason he ran for County Commission, a gentleman had a brother that died and he was not going to entertain something that Administration had not done research on, it showed incompetence of the Administration.

Commissioner Viegbesie stepped out at 6:26 p.m.

Chair Holt stopped him and said they had a workshop and brought information and they could not say they had not done any research and Santa Rosa County told about their response time.

Commissioner Viegbesie returned at 6:28 p.m.

Commissioner Hinson said why not talk about the elephant in the room. The auditors said they had \$600,000 in overtime. Chair Holt said today they had a balanced budget, if they decide to have a workshop, and then bring forth this information.

Mrs. Jackson said for clarification, the whole first year flop thing was because they did not put the response time in the contract and the ratings were not selected on this particular company was because they have a Procurement Policy where they did not want to do a whole lot of work on this company as if they had been selected when there are others that may be selected and if this came as an agenda item, all information would be included.

Commissioner Morgan said back to the budget reason they were here tonight, they have a certain amount of dollars already budgeted for EMS. He asked how that figure was arrived at and Mrs. Jackson said it was based on what they currently do. She added they could say they have a balanced budget but if the trends go as they usually have, they will be doing a budget amendment for EMS. Commissioner Morgan said if the model is changed to start January 2019, the amount of dollars needed to be budgeted would be what amount? Mrs. Jackson said they did not know but the current company they were speaking with was \$500,000 and meant the County put \$3 Million back into the Fund balance. Commissioner Morgan said if \$3 Million was being spent on EMS last year, this year they budget \$1,180,000. Mr. Price said that was based on 9 months of the stipend. Commissioner Morgan said what was budgeted was a change in the model of they are providing EMS services. He said this was the fourth year in a row he has said the current model was not working and they needed to find new ways of doing things.

Commissioner Taylor said to Commissioner Hinson she heard his compassion and his aggressiveness and thought it was...

Chair Holt interjected and asked Mrs. Jackson if she said they had \$3 Million budgeted before and Mrs. Jackson said she was talking about what they usually budget and Chair Holt said if they do not decide to contract out, they would be down and would have to find the balance of the money. She said they normally budget \$3 Million, tonight they have budgeted \$1,180,000 and the difference of the two is a deficient if they do not contract out and means technically the 2018/19 budget is not balanced. Commissioner Morgan said it would not work and he could not support it.

Commissioner Morgan said he felt the Interim Administrator has found a solution, had discussions

with everyone, and Gadsden County is bleeding drastically with the current model because the taxpayers are providing services that they are not getting reimbursed for and the model needs to change.

Chair Holt asked Mrs. Jackson if the Board decided they were not going to contract out, where would they come up with \$1,820,000. Mrs. Jackson said there were recommendations in the packet of monies that could be cut; some from Non-Profits, CRA, Summer Youth jobs, Gadsden Senior Center, the Health Department, Boys and Girls Club, Economic Development, the Commissioners' Aides, cut staff, cut the Constitutionals...

Chair Holt said on a twelve month budget, because this was for 9 months, they need to make sure that was included for this item. Mr. Price said this was a 12 month budget.

Chair Holt said they either need to outsource or come up with the balance of \$1 Million.

Commissioner Taylor asked if she could finish her comment and said with regard to this item, she heard Commissioner Hinson's concern and if the bugs were worked out, this was a no-brainer, they just needed to find the best company to run it.

Commissioner Hinson said when they talk about peoples' lives, sometimes people get out of character a little bit. If they listened to the auditors and they hired more people, it would cut out overtime.

Commissioner Hinson asked about the ½ cent sales tax for the indigent, could some of that money be used. Chair Holt said that money was sitting there, the interest was around \$700,000, but the problem with that fund was this (EMS) would reoccur every year. She said the budget needed to be sustainable for year after year. Commissioner Hinson asked if some of the money could be used for this.

COMMISSIONER MORGAN MADE A MOTION TO APPROVE OURSOURCING OF EMS AND COMMISSIONER TAYLOR MADE THE SECOND. CHAIR HOLT ASKED IF THE MOTION WAS TO APPROVE OUTSOURCING OR RESEARCH AND COMMISSIONER MORGAN SAID BOTH. COMMISSIONER HINSON HAD COMMENTS.

Commissioner Hinson said why address something without the research first.

CHAIR HOLT CALLED FOR THE VOTE. THE BOARD VOTED 3-2 BY VOICE VOTE TO APPROVE. COMMISSIONER HINSON AND CHAIR HOLT OPPOSED THE VOTE.

Commissioner Viegbesie said he had looked through the PowerPoint and did not see what the Greenshade/Dogtown total was and asked if they were working on a budget effective October 1st, if they became a bona fide fire station, where was their money?

Mr. Price said in the book under the EMS section, the first page is Fire Control and the different fire departments were listed and money was put there for Greenshade.

Mrs. Jackson said they currently have \$8,000 for Greenshade for the partial year and it would not come from the General Fund.

Commissioner Hinson asked how much they receive each year in indigent dollars (slide pulled up). Mrs. Jackson said the annual revenue was \$1.6 Million; the expenditures were PAMS at \$81,000; the Department of Health was \$270,000; CRMC received \$582,000; and there was a Debt Services of \$682,000. Mrs. Jackson said CRMC was willing to give money back; they don't want to continue receiving that money. Commissioner Hinson said EMS would be fine. Commissioner Taylor said they needed to know the reason they were giving the money back and they have restrictions on the money.

Mrs. Jackson said next was the recommended Revenue Solutions.

Commissioner Morgan left the meeting at 6:58 p.m.

Mrs. Jackson explained the ongoing revenues and said the first item was CRA funds paid to cities was \$300,000; research all user fees and increase to cover costs was \$50,000; Research various buildings County rents out to determine if there was a need to raise rental rates-some are \$1.00 - \$100/month; create public/private partnership with Library and Parks and Recreation for future funding, i.e., 501c3 for endowments; and there was a one-time revenue they will get this year of \$52,000 for the close of the landfill in Chattahoochee.

Chair Holt asked what the State statute said regarding CRA.

Mr. Weiss said the County does not have a ton of discretion with respect to CRA's and was especially true if there was an outstanding indebtedness. He said he's had conversations with the Administrator and she's had conversations with folks with the State and there potentially may be a process they could move forward with to explore whether or not they may have the ability to exercise discretion of what to do (whether to fund) about the money.

Chair Holt said if the research has not been done, it was difficult to bring before the board to discuss and did not see how they could discuss it.

Commissioner Taylor said her understanding with the CRA funds; they did not have any oversee once it went to the City of Quincy. In her opinion last 2-3 years they have not used these dollars. They were looking at renovations on Adams Street with putting in sidewalks from Adams Street to the Amphitheater but there has not been much movement from the City of Quincy. She asked if they were obligated to give to them and Mr. Weiss said yes, as long as they have any debt and he needed to look into this further.

Mrs. Jackson said the Board has given City of Quincy a little over \$3 Million since it began.

Commissioner Viegbesie asked why the County did not have a representative on the CRA Board. Mr. Weiss said that was not the way the statute was set up.

Chair Holt said when it was first established, she served for a minute and the City appoints the Board, the CRA can choose their own board and the County has no say. She said they needed to approach them first before scheduling a meeting or a workshop.

Commissioner Taylor said she sat on the CRA Board as a City Commissioner and Chair Holt was

correct it was up to them if they wanted to nominate someone from the County Commission.

Mr. Weiss said he needed to look into it further and look into what happens if there was no debt.

COMMISSIONER TAYLOR MADE A MOTION FOR THE ATTORNEY AND INTERIM ADMINISTRATOR RESEARCH THE CRA AND THE DEBT AND COMMISSIONER VIEGBESIE MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

Action Item 3-Non-Profit and Community Organizations

Mrs. Jackson said they have balanced the budget but do need to pay the following:

- HCRA \$200,000
- Results of the Wage and Compensation Study \$100,000
- Ag Building-even if they receive the \$700,000 bond, will still need \$300,000

Commissioner Hinson said they could reduce everything except for North Florida Legal Services.

Commissioner Viegbesie thought the recommendation from Staff to have them sustain themselves while they look for other sources or do their own organizational restructuring was good.

Commissioner Taylor asked if Commissioner Viegbesie was recommending the County fund \$375,125 or if he was recommending the option for fiscal year 19. He replied the option. She said she still wanted to reduce it by 1/3, would like to see further reductions, possibly to \$100,000 and would like a letter sent out explaining this would be the last year.

Commissioner Hinson thought they had said in the past that they would cut some every year. He also said in most counties, they split the money and let commissioners decide who to give to in their district.

Chair Holt said she hated doing things by districts because they then get their hands into the money and they were not supposed to do that and would prejudice themselves with public dollars.

Commissioner Viegbesie said there are Counties like Leon that has 2-3 at-large commissioners and the entire county was their district and with that model, how would that be spilt among the Commissioners.

Chair Holt said everyone in the County had access or chance to the dollars and that was the way it should be. She said she did not mind cutting programs and they had to come off \$50,000.

Commissioner Viegbesie suggested they hold onto the FY19 option and institute the condition that funding would not continue because the "well would run dry soon".

Commissioner Taylor suggested to reduce by \$25,000 and asked when he suggested to "wean them off", how much time was he asking they be given.

Commissioner Viegbesie said he was suggesting a process where the amount they received would be decreased over 3 years and at the end of the third year they would receive nothing. That would give them time to adjust.

Chair Holt said she liked the idea of two years if they have already been funded, because this would be their first year if they had been previously funded.

Commissioner Taylor asked if he would consider having staff look over this again and reduce more.

Commissioner Hinson said to reduce the list by 15%-18%.

Commissioner Viegbesie said he would like to keep some things there, such as economic development and the Heritage Museum should remain.

Chair Holt said some of the organizations were receiving funding from TDC and they needed to narrow down the numbers.

Commissioner Taylor said with regard to the Boys and Girls Club, the school system was receiving money from 21st Century program

COMMISSIONER TAYLOR MADE A MOTION TO REDUCE EACH LINE ITEM BY 18% WITH THE EXCEPTION OF NORTH FLORIDA LEGAL SERVICES, HAVANA MUSEUM AND APALACHICOLA ARSENAL AND COMMISSIONER VIEGBESIE MADE THE SECOND FOR DISCUSSION.

Chair Holt said 21st Century was full and if the museums receive \$3,000 that was more than they had.

CHAIR HOLT CALLED FOR THE VOTE. THE BOARD VOTED 2-2. COMMISSIONER HINSON AND CHAIR HOLT OPPOSED. MOTION FAILED.

Commissioner Hinson said keeping the seniors 'emergency housing was more important.

COMMISSIONER HINSON MADE A MOTION TO KEEP BOYS & GIRLS CLUB AND LEGAL SERVICES AND DO AWAY WITH EVERYTHING ELSE. MOTION DIED FOR LACK OF SECOND.

Commissioner Viegbesie said if he recalled the conversation of restoring \$100,000 to emergency housing, he heard the Administrator say there was a way to play with the numbers to generate the \$50,000, why not let the Administrator and Staff do their maneuvering to come up with monies to balance the budget.

Chair Holt said she wanted to reiterate if an organization picked up money from the Board and then money from TDC, why get money from both.

COMMISSIONER TAYLOR MADE A MOTION TO FUND OPTION FY19 WHERE IT WAS AND NOT TOUCH A DIME AND COMMISSIONER VIEGBESIE MADE THE SECOND. THE BOARD VOTED 3-1 BY VOICE VOTE. COMMISSIONER HINSON OPPOSED.

Chair Holt said they needed to look at what was funded by TDC so they would not be funded twice.

COMMISSIONER TAYLOR SAID THAT WAS HER MOTION THAT THEY NOT ALLOW ANY AGENCY TO DOUBLE DIP AND CHAIR HOLT MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO

APPROVE THIS MATTER.

Action Item 4 Commissioners Aides

Mrs. Jackson said the options were:

- Approve Commissioner aides at \$10,000
- Approve cutting Commissioners Aides
- Board Direction

CHAIR HOLT MADE A MOTION TO CUT COMMISSIONER AIDES AND MOTION DIED FOR LACK OF SECOND.

Commissioner Hinson said it was hard for him to hire people this year and he asked at the last board meeting if anyone else hired anyone and was told no. He said there was no funding and if no-one was hired, how was the funding used.

Mrs. Jackson said she would have to research how many people worked and the hours worked and felt it was important that the Board define how the money was to be used. She said she was told one way it was to be used but in her conversations with Commissioners she was told one thing, in a conversation with the attorney was told that all HR decisions were up to the Administrator and she wanted it defined by the Board.

Commissioner Hinson said if he was not mistaken, the only person who could make that decision regarding hiring an aide was the commissioners. Chair Holt said they did not clarify if he hired someone and she did, did they split the \$10,000.

Commissioner Hinson said this was for a college student and there was another student in the position that was not a college student and was getting the money without a Board member putting them in that position. He said they could not take money from another account that is allocated for certain things and use it for that purpose.

Chair Holt asked the attorney if they did put stipulations on the \$10,000 and Mr. Weiss said he could not tell without looking at the Minutes but did not think any policy or procedure on how to use it was put in place. He said if it is going to be in the budget, they do need to develop a procedure to put in place so everyone was clear on how the funds were to be used.

Commissioner Viegbesie said he was the one that “started the fight”, he thought there might be enough in the coffers for staff to get someone hired for research or background work that needed to be done for all of the commissioners. He felt if they were going to keep it, they need to come up with a policy of how the money was to be used and what for and if for a specific commissioner.

Commissioner Hinson said his problem was it said specifically for a college student and it was given to a 10th or 11th grade student and a Commissioner did not make the hire. He said that was what was told to him and the problem he had, he knows how they come up with concoctions and once the attorney looks at the meeting, it will specifically say it was for a college student. He also said he was denied as a Commissioner and they struck him from his own duties for them to do their own thing; the money was budgeted for a Commissioner to hire someone and someone else hired

someone for that position.

Chair Holt asked for research and policy and procedures regarding this.

Commissioner Taylor asked if they could say for that statement for direction for the Administrator that a Commissioner could recommend a college student to the Administrator. Chair Holt said to put it in a motion.

COMMISSIONER HINSON MADE A MOTION TO GET RID OF THE \$10,000 FOR AN AIDE AND MOTION DIED FOR LACK OF SECOND.

COMMISSIONER TAYLOR MADE A MOTION TO GIVE STAFF AND ATTORNEY DIRECTION TO COME UP WITH THE BEST AVENUE AS TO HOW TO SELECT AN AIDE, EITHER THROUGH THE COMMISSIONERS OR RECOMMENDATION ONCE ASKED BY THE COMMISSIONERS AND COMMISSIONER VIEGBESIE HAD A QUESTION.

Commissioner Viegbesie asked was that for an aide and would that be for commissioner or for the commissioners and Commissioner Taylor said commissioners.

Commissioner Hinson asked that there was no concern that staff hired the person out of the Commissioners' budget and Commissioner Taylor said they do that. He said no.

CHAIR HOLT MADE THE SECOND. THE BOARD VOTED 3-1 BY VOICE VOTE TO APPROVE. COMMISSIONER HINSON OPPOSED.

Commissioner Hinson said they have an Administrator that hired someone as Interim and they have discretionary money they could use that for; since they have a budget shortfall, as of today, what did for prior Administrator and was in better situation then than now, as of today, want to go back from \$25,000 to \$5,000. He said he thought that was fair and said right now the Administrator could use at his/her discretion \$25,000 and since they were in a shortfall, did not think they need to use it. He said they cut it off with the other Administrators when the money was drained, and thought it was best to go back to \$5,000.

COMMISSIONER HINSON MADE A MOTION TO CHANGE THE DISCRETIONARY FUNDS TO BE USED BY THE ADMINISTRATOR FROM \$25,000 TO \$5,000. MOTION DIED FOR LACK OF SECOND.

Commissioner Hinson said everybody was in cahoots now and it was OK to do for Robert but not for people here and asked if it was a racial issue.

Commissioner Taylor said the same thing could be done with \$5,000 and she could hire 15, it was the same rationale.

Commissioner Hinson said they did that because they had a shortfall in their budget and now they were in a worse condition now than they were with Robert; a couple million less than with Robert.

Mrs. Jackson said these action items were suggested by a commissioner or several commissioners.

Action Item 5 Summer Youth Jobs

Commissioner Viegbesie asked if they maintain the \$132,250 for Summer Youth, would that keep the balanced budget that has been presented and Mrs. Jackson said it was inclusive of that.

COMMISSIONER VIEGBESIE MADE A MOTION TO APPROVE OPTION 1 AND COMMISSIONER TAYLOR MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

Commissioner Hinson said they want to cut summer youth jobs by half, made his stomach hurt and he had to go.

Mrs. Jackson said they had already addressed the Boys and Girls Club.

Action Item 7-Economic Development

Mrs. Jackson said the options were:

- Approve the Economic Development at \$240,000;
- Approve the cutting of Economic Development from \$240,000 to \$160,000;
- Board Direction.

Commissioner Viegbesie asked if the balanced budget presented included approving \$240,000 for Economic Development knowing what they have done and what they are doing for the County and she said yes.

COMMISSIONER VIEGBESIE MADE A MOTION TO APPROVE ECONOMIC DEVELOPMENT OF \$240,000 AND COMMISSIONER HINSON MADE THE SECOND. COMMISSIONER TAYLOR HAD A COMMENT.

Commissioner Taylor said they really need to look at economic development and see if they were getting their full value and did not think so, economic development was not happening in the County and thought they were wasting money. She asked why fund them.

Commissioner Viegbesie said from the comments he just heard, he recalled when the CBOR was brought up for appeal, the question was could the Board create jobs such as Hoover Wood and Four Star Freight. He asked with the economic development engines that they have, if they were proud of them or not.

Chair Holt said after the Hoover opening, Four Star, TeligentEMS and Coastal, they all said the trained labor and education was a major problem they were having. She said the Board was the one that put GCDC together and the Board started funding them; the Chamber was to work on expansion and retention.

Mrs. Jackson said they have put new reporting procedures in place where they have to document and Chair Holt asked if they have been reporting. Mrs. Jackson said both agencies have been reporting.

COMMISSIONER VIEGBESIE MADE A MOTION FOR OPTION 1 AND CHAIR HOLT MADE THE SECOND.

Commissioner Taylor said the businesses just named were on their way to Gadsden County anyway and Chair Holt said no. Commissioner Taylor said some jumped on this and highlighted as if Chair Holt was the one that orchestrated the whole thing. She said this was three years old and if they continue to run down the road with the same engine and do nothing different, then they could not expect change.

Commissioner Hinson said for record, economic development was at \$240,000, they were approved for this year and next year, it's approving a funding source, it was not about who they were approving.

CHAIR HOLT CALLED FOR THE VOTE. THE BOARD VOTED 3-1 BY VOICE VOTE TO APPROVE. COMMISSIONER TAYLOR OPPOSED.

Chair Holt said they did not discuss the Constitutional Officers that they mandatorily have to fund. Commissioner Hinson said they did not go through the Constitutionals and thought they were going to cut some.

Chair Holt asked if they needed to look at this tonight and Mrs. Jackson said they were items that the Board requested at the last budget workshop and they wanted to make sure they had them available.

Chair Holt said they needed to look at them before the next meeting.

Commissioner Hinson said he thought they would address the cuts to the Constitutionals and Mrs. Jackson said that will be the next meeting; they did not want to make the meeting too long.

Chair Holt said they will need to bring that back and have some ideas at the next meeting.

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HOLT DECLARED THE MEETING ADJOURNED AT 8:20 P.M.

GADSDEN COUNTY, FLORIDA

**ANTHONY VIEGBESIE, Chair
Board of County Commissioners**

ATTEST:

NICHOLAS THOMAS, Clerk

**AT A REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS IN AND FOR GADSDEN COUNTY,
FLORIDA HELD ON MARCH 19, 2019 AT 6:00 P.M.,
THE FOLLOWING PROCEEDING WAS HAD, VIZ:**

Present: **Dr. Anthony “Dr. V” Viegbesie, Chair, District 2-absent**
 Sherrie Taylor, Vice Chair, District 5
 Eric Hinson, District 2
 Gene Morgan, District 3-appeared by phone initially
 Brenda Holt, District 4
 Dee Jackson, County Administrator
 Nicholas Thomas, Clerk of Court
 David Weiss, County Attorney
 Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

Vice Chair Taylor called the meeting to Order at 6:02 p.m., asked everyone to stand for the Invocation and then led in the Pledge of Allegiance to the U. S. Flag.

Commissioner Morgan appeared by phone until his arrival.

AMENDMENTS AND APPROVAL OF AGENDA

Mrs. Jackson said she would like to pull Agenda Items 1, 15, 17 and wished to table Items 12 & 13. Mr. Weiss pointed out that the tabling of items was the Board’s decision.

Clerk Thomas pointed out Item 17 was his item to give updates. It was pointed out that after the Agenda was published in the newspapers; an amended Agenda was sent to the Commissioners and put on the County’s website. Before the meeting this was brought to the attention of the County Attorney by the Deputy Clerk, who then in turn advised they needed to work from the original Agenda that was published in the newspapers. With the original Agenda in hand, it was agreed items 1, 15 and 17 would be pulled from the night’s Agenda.

Commissioner Morgan made a motion to add the County Administrator’s overtime pay back to the Agenda.

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY VICE CHAIR TAYLOR, THE BOARD VOTED 3-1 BY VOICE VOTE TO ADD THIS TO THE AGENDA AS ITEM 16A. COMMISSIONER HOLT OPPOSED.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA AS AMENDED AND SECOND MADE BY COMMISSIONER HINSON. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

AWARDS, PRESENTATIONS AND APPEARANCES

- 1- ~~Gadsden County SWAT~~**
Item Pulled

CONSENT

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA AS PRESENTED.

- 2. Approval of Minutes**
 - a. February 5, 2019-Regular Meeting**
 - b. February 12, 2019 BOCC/Senior Services Workshop**
 - c. February 19, 2019 Regular Meeting**
- 3. Approval of Resolution in Support of HB191**
- 4. Approval of Agreement for Government Affairs and Legislative Consulting with Gunster, Yoakley & Stewart, P.A.**
- 5. Approval to Add Additional Roads to Attachment A of the Interlocal Agreement for the Town of Greensboro**
- 6. Approval and Authorization for Signature on the Audit Compliance Certification-Exhibit 3**
- 7. Tolar White Road SCOP-Professional Services**
- 8. Approval of Signatures for Special Assessment Liens and Rehabilitation Contract-SHIP**
- 9. Approval to Extend the Current Lease Agreement with the USDA for the FSA Service Office**
- 10. Approval and Signature(s) for Satisfaction of Special Assessment Lien**
- 11. Ratification Memo**

ITEMS PULLED FOR DISCUSSION

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

Roderick Palmer, 79 Laschelle Court, Quincy, FL Project Hope

Mr. Palmer appeared before the Board and said he was the Community Liaison for Project Hope. He told the Board that Project H.O.P.E. (Helping Our People in Emergencies) was collaboration between FEMA and State of Florida covering Gadsden County, Liberty County and Franklin County. He said they are trying to assist the community with unmet needs and will have a small staff and will be here for at least 9 months, maybe longer.

Vice Chair Taylor asked if they would be offering services from the two storms and he replied no, the help was for Hurricane Michael only.

Mary L. Smith, 3137 Atwater Road, Chattahoochee, FL Trespassing on property

Mrs. Smith appeared before the Board to inform them of problems she was having with neighbors. She said while she was in New York, the neighbors succeeded in getting roads put in across her property by Talquin Electric. The Hornbergers own the property and is letting

someone live on site and they get anything they want and do not have their name on anything. She said her children get locked up; the Sheriff's Office sent 12 cars to pick up her son and he was a correctional officer. She said "your people" sent them out to clear roads; whatever they want to do they do. She then said if they think she is going to stand by and let them do it, they were mistaken. She said she was going to be there and was not moving any place; going to put up a fight until there was no breath left in her body and that was what she came to tell them. She told the Board they could send anybody they wanted out there; she said "I'm putting up a gate and if you come across my gate, you might not make it back". She then yelled "RACIST, RACIST, RACIST".

Vice Chair Taylor asked the Administrator if anything could be done to help out to deter the situation. Mrs. Jackson said they need to meet with the Sheriff and come to some type of resolution. She added it seemed "everything getting hung up at the Sheriff's Office and the Property Appraiser's Office".

Vice Chair Taylor said she did not know how much could be done. Mrs. Smith said "That's alright; I'll show you how I do it."

Commissioner Morgan arrived at 6:16 p.m.

Vice Chair Taylor said they would see what they could do to help. Mrs. Smith replied they could see if they wanted to.

PUBLIC HEARINGS

12. Public Hearing Approval of Ordinance 2019-004 of the BOCCGC Adopting Procedures to Acquire Property Interests in and Accept Into the County Road Maintenance System Certain Private Roadways Located Within the Unincorporated Area of the County Under Certain Conditions; Providing for Repeal, Severability, Inclusion in the Gadsden County Code of Ordinances, Modifications that May Arise From Consideration at Public Hearing, and Correction of Scrivener's Errors; and Providing for an Effective Date

Commissioner Morgan said the Agenda he received was different from what was published. Vice Chair Taylor explained the difference in the Agendas and that they would be working from the paper copy, the one that was published in the newspapers.

Mr. Weiss said the intent was to recommend tabling both the Public Hearings. He explained when the original Agenda was published, it was done so with both public hearings and it was later determined that they would not be heard this evening and was why an amended Agenda was put out but for record purposes, since it was published, they needed to go by the published Agenda which was the paper copy that was placed before them. Vice Chair Taylor said they had approved the Agenda and will address tabling those two items when they reach that point.

COMMISSIONER HINSON MADE A MOTION TO TABLE THIS ITEM AND COMMISSIONER MORGAN MADE THE SECOND. COMMISSIONER HOLT HAD QUESTIONS.

Commissioner Holt asked the reason they were tabling the item.

Mrs. Jackson said it was not the will of the Board to bring back a private road Ordinance, it was to

be a workshop; however it had been placed on the Agenda for the first advertisement and was why it was amended on-line. Commissioner Holt asked about Item 13. Mrs. Jackson said Item 13 would require a super majority vote.

VICE CHAIR TAYLOR CALLED FOR THE VOTE. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE TABLING THE ITEM.

13. Public Hearing-(Legislative) Consideration of Adoption of Ordinance 2018-018 for the Amendment of Chapters 1 and 7 of the Land Development Code, specifically regarding the 'Citizens Growth Management and Planning Bill of Rights' (LDR 2018-01)

Mrs. Jackson introduced the above item.

COMMISSIONER HOLT MADE A MOTION TO TABLE THIS ITEM AND COMMISSIONER MORGAN MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

GENERAL BUSINESS

14. Purchase of Eight Short Barrel Rifles for the Gadsden County Sheriff's Office

Mrs. Jackson introduced the above item and said it was presented to the Board for approval to purchase eight short barrel rifles for issuance to deputies who serve operators on the GCSO Special Weapons and Tactics Team (SWAT).

UPON MOTION BY COMMISSIONER HINSON AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THIS ITEM.

15. ~~Barack Obama Boulevard Roundabout Bid Award~~

Item Pulled

16. Appointment to the Big Bend Continuum of Care Board

Mrs. Jackson introduced the above item and said it was to appoint/reappoint a representative and an alternate for Gadsden County on the Big Bend Continuum of Care Board.

COMMISSIONER MORGAN MADE A MOTION TO REAPPOINT COMMISSIONER HINSON AND COMMISSIONER HOLT MADE THE SECOND WITH A QUESTION.

Commissioner Hinson asked if they could have them send all scheduled meetings to them so they can be there on time.

VICE CHAIR TAYLOR CALLED FOR THE VOTE. THE BOARD VOTED 4-0 BY VOICE VOTE.

16a. Discussion of Overtime Pay Reimbursement for County Administrator

Vice Chair Taylor said she had a sidebar with the County attorney and wanted to caution the Board on discussion of this particular item and stated that comments were to remain in a general form.

Mr. Weiss said he wanted to make sure everyone understood that because the Administrator is now represented by Counsel regarding this issue and they could not have a conversation directly with her without her Counsel present and their consent.

Commissioner Morgan said he appreciated this being put back on. He said he wanted to add this item because it was the plan to have this on at this meeting so the Board could be updated as to where they were. He added that it appeared the direction they were moving in to get this resolved has taken a turn and felt the Board as a whole needed to be prepared on how they want to move forward in those discussions and what they want to take from this. He wanted some input from the attorney on how to bring this to a close one way or another.

Vice Chair Taylor said her understanding this matter was given to the Chair and the Administrator in consultation with the Clerk to come up with a resolution to resolve this. She said they received options from the Clerk and felt the options were amenable and it looked like what Commissioner Morgan put on the table previously with the Chair along with the Administrator to come up with an option has fallen through. She thought in looking at the attorney, the Board could come up with some options and then get this resolved. She also felt they should look at other salaried employees that received compensation as well.

Commissioner Morgan said his reason for adding this was specifically for the Administrator, the others were employees of the Administrator and did not want to readdress any of the other employees. He said it was worked out where the Clerk saw approval of that and he talked with the Administrator at that point and time and everything was great and obviously there has been a change in that direction and as a collective Board, wanted them on a swift path to get this situation resolved so they could move forward.

Vice Chair Taylor said she concurred.

Commissioner Holt said they could not question the Administrator so did not see how they could logically make a decision and with her attorney not present, they could not continue.

Commissioner Morgan said Commissioner Holt was correct. He said he was putting it on the table that the Board has a path forward with a date certain on moving this issue along. He did not want to be here six months from now without this being resolved because that was an expense to the taxpayer not having the issue addressed and they had to opportunity to do that several different ways. He said he was just mentioning to the Board as a whole if they were still sitting here the next time they meet and it still had not been resolved, there had to be other options that they could consider.

Commissioner Holt said she felt they need to workshop it, bring in her attorney and hammer it out. She said the Clerk was there with his recommendation but the Chairman was not present. She said they need to workshop it or hold a special meeting if it requires a vote.

Commissioner Hinson said he was just listening; his mind was already made up so he was just listening. He said whatever the Board wanted to do, he was committed.

Vice Chair Taylor said the Clerk mentioned three options and asked the Clerk what they were.

Commissioner Morgan asked if they should be discussing that and Mr. Weiss said he did not think it would be a problem. Commissioner Morgan said they had options that the Clerk was good with and the Administrator at one time was good with them.

Vice Chair Taylor said she did not receive emails and in order to come up with a resolution needed to know what the options were.

Mr. Thomas said he gave six, twelve and eighteen month options.

Commissioner Morgan wanted to close discussion and ask for this item to be placed on the next agenda and would like updates at every meeting until this issue was resolved.

Vice Chair Taylor said her only concern was, it appeared in order to resolve this, they may have to get some direction from the Board because she felt a position had already been made that paying it back was no longer on table and with each meeting they would get the same results.

Commissioner Morgan said he understood where she was coming from and was hoping they would know if that was going to be definite decision, and then they would need to make some other decisions. He added that it was not originally agendaed for this meeting and was why he asked for it to be added and now that they have talked about it and know it's coming up in two weeks; it should have been on this agenda and was what the direction of the Board was and there may be a reason it was not that he's unaware of. He further stated he wanted it publically advertised and placed on the Agenda so they could have a discussion and understand how some of the decisions were being made and if they need to make any other decisions based on that.

Vice Chair Taylor asked the Attorney, based on what was sent to them by the attorney, and one was public discussion on this issue, she wanted to make sure they were protected on what gets agendaed.

Mr. Weiss said this was an employment-related decision that the Board has to make.

Commissioner Holt said in their directions, they gave directions for the Manager, the Clerk and the Chair and do not have any recommendations from two of them and it made sense to bring it back.

Vice Chair Taylor said on the floor was to have it agendaed at the next meeting and also to have it workshopped. She said she would take motions.

Commissioner Morgan said he would agree with the will of the Board, if a workshop was preferable, he had no issue with that.

Commissioner Holt said they could hold a special meeting and Commissioner Morgan said he had no problem with that.

Vice Chair Taylor said at that meeting, they would have the Chair and the Attorney there and a decision can be made.

Vice Chair Taylor said she would like to see it before the next meeting.

Commissioner Morgan asked if it could be scheduled prior to the next meeting.

COMMISSIONER HOLT MADE A MOTION TO HOLD A SPECIAL MEETING TO DISCUSS THE REPAYMENT OF FUNDS FROM THE ADMINISTRATOR BEFORE THE NEXT MEETING AT 4:00 AND COMMISSIONER MORGAN MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

- 17. Approval of the County Social Media Policy Number 19-01**
Item Pulled

CLERK OF COURT

18. Updates

Mr. Thomas said this was the time of year they were generally flushed with cash because of having approximately 83% of the ad valorem taxes on but it is short-lived. He said they have about \$20 Million; \$9 Million in General Funds but for them to keep in mind they spend \$3-4 Million a month on average. He said they currently have cash but it was short-lived. He said he passed out some information that they could look over later.

Vice Chair Taylor asked if there were other revenues that would be coming in and he said yes, there are others that come in on a regular monthly basis. He said the Ad Valorem taxes were almost \$11 Million and they have received most of that. He told them the Fund Balance was so critical because during October and November they operate off of it and he said most grants are reimbursable, meaning they have to put the money up first.

COUNTY ADMINISTRATOR

19. Updates

Mrs. Jackson said there was a request from Talquin Electric for a Proclamation for the students that traveled to Washington.

COMMISSIONER HINSON MADE A MOTION FOR A PROCLAMATION FOR THE STUDENTS THAT TRAVELED TO WASHINGTON AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

She reminded them that the next day was Gadsden County Day at the Capitol on the 22nd floor and will be from 8:00 – 3:00 and a reception would follow at 5:30.

She said there was a package in front of them with Gadsden County Day promotional items with a t-shirt included and asked that they please wear it at the Capitol because there was strength in numbers.

Commissioner Morgan asked about the Building Official issues and about the service and response and how they were moving forward. Mrs. Jackson said she had heard a few rumors but she knew for sure they were caught up. They had three inspectors at one point but starting tomorrow they were cutting back to one. She said the Building Official position was advertised, they had interviews and a recommendation will be coming before her for approval for that position. He asked her to comment for the citizens that were having the permit repairs done the need to have the inspections. She said there was a need to have the inspections for life safety purposes and several have been cited that were doing repairs without permitting.

Commissioner Hinson asked the status of the Summer Youth Employment. Mrs. Jackson said she approved the applications this week and they should go out by the end of this week or the first of the next week. She said the training date was on the application. Commissioner Hinson asked the number of students and Mrs. Jackson said she would have the exact figure tomorrow for him.

Vice Chair Taylor asked about permitting for Sarge's Trailer Park and according to one of the residents, there were some hold-ups with the Zoning Department. Mrs. Jackson said there was a little more information involved than what she wanted to say publically but could hold a conversation with her after the meeting.

COUNTY ATTORNEY

20. Updates

Mr. Weiss said he has prior scheduled appointments tomorrow morning but did plan to come to the Capitol but may not be there until the afternoon.

Also noted on the Agenda it stated that the upcoming meeting would be April 1, 2019 and was not sure if it was an April Fools' joke but Tuesday is actually April 2nd for record purposes.

DISCUSSION ITEMS BY COMMISSIONERS

21. Report and Discussion of Public Issues

Commissioner Eric Hinson, District 1

Commissioner Hinson thanked everyone for everything. He announced that Harry McGill passed away today and asked for a Resolution for the family.

COMMISSIONER HINSON MADE A MOTION FOR A RESOLUTION FOR HARRY MCGILL AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE.

He said they needed to have the Summer Youth Employment discussion again when they have budget talks. He said his daughter has said she could not wait until she turned 14 so she could have a job and now he has to tell her that she probably would not be able to get a job.

COMMISSIONER HINSON MADE A MOTION TO HAVE THIS PLACED ON THE NEXT AGENDA TO ENTERTAIN AND DISCUSS BUT NOT VOTE.

Commissioner Taylor said she has the highest regard for their Chair and in some instances he would say if a Commissioner wanted something on the Agenda they would not have to have a vote on it. She said she would follow him, and asked it to be placed on the Agenda for discussion only. Mrs. Jackson said she thought the Attorney said it could not come back. He said no, for timing purposes, advertising purposes, it may not be able to be on the next Agenda for action but if it was just for discussion, he did not know of any reason it could not come back. Commissioner Holt said she also wanted to see what other governmental agencies (municipalities) and School Board was doing as far as what jobs they were providing. Vice Chair Taylor said her only concern was they would not be able to take any action. Commissioner Hinson asked if they could vote on

it. Mr. Weiss said no, it would require a budget amendment so it would have to be advertised and did not think it could come back at the next meeting, but could at the second meeting. Vice Chair Taylor said they would have a discussion at the next meeting.

Commissioner Hinson asked about the Seniors and the outcome from last Friday. Mrs. Jackson said they had four board members that resigned, now have three Board members, ads have been placed for other Board members, two must be seniors and also placed an advertisement for three of their top positions, including the Executive Director.

Emergency Housing Repairs

Commissioner Hinson said normally this was for Seniors and handicapped and at the October budget hearing they took away \$100,000 from the fund and he said then they would have a storm and Hurricane Michael happened. He said he wanted discussion again to add the \$100,000 and asked for it to be added to the Agenda.

Commissioner Gene Morgan, District 3

Commissioner Morgan said he had nothing to report.

Commissioner Brenda Holt, District 4

Commissioner Holt asked regarding the Housing issue did they have extra money from FEMA and was told yes. She asked when they could expect more people to help work that department and Mrs. Jackson said they were advertising next week. Commissioner Holt said if the people do not have funds to get where they need to be with their property, they would not be able to get the building inspector because there would be nothing to inspect if trees were still on their house. Mrs. Jackson said they were not behind on the hurricane but did need additional help for other projects.

She said regarding the Summer Youth jobs, asked Mrs. Jackson to check with CareerSource and see if they would take over and they would go through a professional interview and would help prepare for life.

Community Redevelopment Agency (CRA)

She pointed out signs on the corners for the CRA projects. The County is on there and City gave credit to the County for some of the tax dollars that were being used for those projects.

Commissioner Sherrie Taylor Vice-Chair, District 5

Vice Chair Taylor first thanked the County Administrator, and Commissioner Hinson brought it up also, for seniors. She said yesterday was their first time back at the site and they came in great numbers. She said the Administrator had her staff there to help serve and they thanked them. She said the Seniors made a wish list of things they would like to have and was unsure if it needed to be brought back before the Board, but they would like computers, some educational materials, and a PA system.

Summer Youth

With regard to students, she concurred with trying to get some additional slots and at this juncture of the budget wanted to see if there might be revenue to support it and asked for information regarding that.

Housing

She said they approved \$200,000+/-and was a grant and that money was out there. Mrs. Jackson said that was in addition to all the SHIP dollars. She said the Board approved changing the policy so it could all be used for Emergency Housing as well as what it was traditionally used for. Vice Chair Taylor asked if that would come back before the Board and Mrs. Jackson said no. Vice Chair Taylor asked for a report so they would know what was happening in each district.

Commissioner Hinson said he wanted to let folks know that the majority of the tarps came through the BOCC, even from the Sheriff's Department came through the BOCC, the water, tarps, MRE's and wanted that out so everyone would know that BCC was in front of it and it all came from BOCC.

Commissioner Holt said the BOCC didn't purchase, they came through them, but the BOCC was over Emergency Management and he was right about that. She said one thing to look at, when the communication went down, generators for the towers are needed and need to be funded some kind of way because once they go down they need the generators to kick in.

Funds for Courthouse Renovation

Vice Chair Taylor said she knew funds were ear-marked specifically and also knew there was a deadline and wanted to make sure it was extended and asked if they were still on task to receive? Mrs. Jackson said they were still in extension phase. Vice Chair Taylor asked for something on the agenda. She said she was looking at a lot of build-out and they were not being productive and know they approved a construction company and did not know what the hold-up was. Mrs. Jackson she did not want to blame anyone but believed the Clerk's office was enforcing the policies of the Board and she understood once they got a construction company, they would be able to do the work, however, they are having to bid out all of the jobs even though they are the construction company because the money has to come from the Clerk's office to pay them for their sub-contractors. Because of that they are bidding every little tiny project out and that was what was taking so long. Vice Chair Taylor asked if that was anticipated and Mrs. Jackson said she did not and did not think they did either but those are the policies of the Board.

Mr. Thomas said this grant has sat for months and years that nothing has been done. There was a deadline for February and saw where it had been extended until June. He said the Clerk's Office was in no way a hindrance to this matter and very much wanted this done and their Staff was in charge of making this happen. He said this was a reimbursable grant where the work has to be done first and then get reimbursed by the State and would like to see it and should have been done. He said this went back to when he had an environmental study done and brought up the issue of mold and water seeping in the basement and under the steps. He said the Legislature approved the grant, in part because of the problems and has been there for years and their staff was in charge of administering the grants. He said also with the Ag Center, the State awarded an appropriation several years ago. He said there was \$1 Million appropriated that the work has to be done and then submit for reimbursement and could have started work long ago. He said they do not have key people in place like a Building Official that has to approve plans, they lost Mr. Lawson and lost their Procurement person and lost a lot of experience and knowledge of getting projects done and now people want to pass off blame. Mrs. Jackson said "First of all, I wrote the grant for the Courthouse and so I want to see this move forward. I just want to be very clear, both of those projects, and it's well documented; they sat for years and you are correct and they had already sat for years before I became the Interim County Administrator. For the record, a lot

of these processes did not start until I became THE Interim Administrator or the County Administrator. There are processes where things go back and forth, back and forth with the State. Trust me; I don't want my part labeled where I stayed up in the middle of the night writing grants to go in vain. We are very close to getting construction on the Ag Center. David did the final nail in the coffin today, well, David and I and so you should see some construction happen very soon. We've been meeting with the construction managers on that project so you will see that move very soon. Also, I would like to add that because of our insurance and the damage that was done to the old to Ag Center; we are going to be able to outfit that as well. We are actually getting two buildings for price of one and it is going to really be nice and something that our County can really be proud of. As far as the Courthouse is concerned, and let me go back to the Clerk. I did not blame the Clerk; I was just saying they were enforcing our policy, that's their interpretation of our policy. No blame on them, not upset about that, that's the process and we're going to follow it. As far as the Courthouse is concerned, there is water intrusion and the bulk of that money is going to be spent on water intrusion. However, there is some insurance dollars that should be able to take that project a little but further. We have asked for an extension and don't know why the Clerk's Office gets involved in certain things the way that they do but I am open if you ask questions to give you those answers. But, the way that the Department of Historical Preservation wanted this to be done, they wanted us to wait until the time had lapsed, they gave us a time period as to when we could ask for the extension and so even though we knew that we needed an extension four months ago, they wanted us to wait until a certain time before we asked for that extension. So, it's actually in the works and we're not in jeopardy of losing either one of those grants. Allan Meeks has taken over all of the old projects, the capital projects and I will be the first to say that the ball got dropped in some areas but I'm very confident in the work that Allan Meeks has done. We have actually seen some work being done on these capital projects. We had two Building Officials prior to that and both of them sat on the projects. Allan Meeks has taken them over and there is , every day he gives me his wonder list, don't know if you guys have heard that yet, but it shows me what he has done that day on the projects. So all of these capital projects are moving, you may not see it but all of a sudden you will see them all come to a head at the same time. What I can do, as he starts to send me that daily list on the capital projects, I can send them to you also. You can be confident in what's going on."

Commissioner Holt said on the Policy and Procedure in place for construction projects, they need that brought back to the Board because there will be other projects and the Board needs to be aware of what the Policy and Procedures are and how they need to be corrected or updated.

Vice Chair Taylor said to the Clerk she did not hear the Administrator's comments as accusatory and the Clerk apologized if he misheard it.

Vice Chair Taylor said to the Administrator it did look like they were not producing; Stevens School was to be on the Agenda this week and they were supposed to be looking at a couple of students and things are not happening.

Commissioner Holt stepped out at 7:30 p.m.

She said Stevens School and the Courthouse have seemed to drop by the wayside.

She recognized the representative from Senator Montford's office and Councilwoman Kathy

Johnson that was present from Havana.

Commissioner Anthony “Dr. V” Viegbesie,, Chair, District 2

Receipt and File

- 22. February 11, 2019-Letter from the Florida Department of State
Proclamation honoring the National Association of Women in Construction (NAWIC)
Proclamation honoring Ms. Ida Price Simmons
Resolution honoring Mrs. Sonya Hines-Hall
Resolution honoring Mr. Jerry Buscher and the Gadsden County Correctional Facility**

UPCOMING MEETINGS

- 19. April 1, 2019-BOCC Regular Meeting**

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, VICE CHAIR TAYLOR DECLARED THE MEETING ADJOURNED AT 7:32 P.M.

GADSDEN COUNTY, FLORIDA

**ANTHONY O. VIEGBESIE, Chair
Board of County Commissioners**

ATTEST:

NICHOLAS THOMAS, Clerk

Board of County Commission Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 2, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Suzanne Lex, Growth Management Director

Subject: **PUBLIC HEARING:** (Legislative) Consideration of Adoption of Ordinance 2018-018 for the Amendment of Chapters 1 and 7 of the Land Development Code, Specifically Regarding the Citizens Growth Management and Planning Bill of Rights' (LDR 2018-01)

Statement of Issue:

This item is a Public Hearing to adopt Ordinance 2018-018 for the amendment of Chapter 1, Administration and Enforcement and Chapter 7, Development Orders, Development Permits, and Development Agreements of the Land Development Code, to amend the Citizens Growth Management and Planning Bill of Rights (CBOR) and move it from Chapter 7 to Chapter 1.

A super-majority vote is required to amend or repeal the CBOR (Section 7001.1(D)) of the Land Development Code.

Background:

At the May 19, 2009 Gadsden County Board of County Commissioners (BOCC) meeting, the BOCC authorized the County Attorney to draft an ordinance reflecting the language proposed by the 1000 Friends of Florida draft model "Citizens' Bill of Rights". The item presented for discussion was a draft ordinance incorporating portions of the language of the 1000 Friends of Florida "Citizens' Bill of Rights", along with additional criteria.

The proposed CBOR essentially created an additional step in the county process for the consideration of large-scale comprehensive plan amendments. It created the seven day "cooling-off period", and required the super majority-vote of the BOCC for large scale comprehensive plan amendments.

On February 11 and March 11, 2010, the Planning Commission considered the CBOR as drafted. The Planning Commission recommended adding small scale comprehensive plan amendments, variances and special exceptions to those items requiring a super majority vote to the draft. They

also recommended the insertion of the requirement that in order to change the ordinance, a super-majority vote would be required.

On May 4, 2010, the Board of County Commissioners considered this item and adopted the version that is in place today as Ordinance 2010-005. Since 2010, the Board has requested to consider revisions to the CBOR in 2015 and 2018. In 2015, proposed amendments were discussed by the Board but not moved forward.

Proposed amendments to the CBOR were introduced to the Planning Commission on April 12, 2018 (Attachments 1 and 2). At that time, the Planning Commission recommended to the BOCC that the CBOR be amended and that the remaining requirements be moved from Chapter 7 to Chapter 1 of the Land Development Code (LDC).

The proposed amendments to the CBOR were discussed again by the Board at a workshop held on June 21, 2018. At this workshop the BOCC directed the CBOR amendments return with changes for a vote at the July 17, 2018 BOCC Public Hearing. The motion to approve failed (2-3) (Attachment 4).

At the October 2, 2018 BOCC meeting, it was indicated that this item be brought back to the BOCC for consideration. The CBOR amendments were agenda to be heard at the November 6, 2018 and March 19, 2019 BOCC Hearings and were tabled because there were not five (5) Board members in attendance to meet the requirement of a super majority vote (Attachment 3).

Analysis:

The current version of the Citizen's Bill of Rights requires the following:

- A. A mandated citizen participation plan – this step requires public notice to property owners and neighborhood associations within one-half mile of the development site property boundaries.
- B. Neighborhood Participation – notification of neighborhood associations by county staff within 10 days of the filing of any application or proposal filed for comprehensive plan map amendment; requires a community meeting 30 calendar days prior filing the application; requires a second community meeting 15 days prior to amendment adoption hearing of a plan amendment after review “by DCA”. *(Note: the timing of the second requirement in this subsection is not clear. Although the staff is required to notify the neighborhood associations of the filing within 10 days after filing with the county, the community meeting requirement 30 days prior to “submittal to DCA” (now DEO) is confusing. This timing should be based upon the Planning Commission hearing, not the submittal or filing date to DCA (now DEO) as that timing is more fluid.)*
- C. Seven day “cooling-off” period – plan amendments cannot be changed in the seven business days prior to the advertised public hearing. If revised within this period, then the hearing must be rescheduled.
- D. Super-majority vote – required for all comprehensive plan amendments, major land development reviews, variances, special exceptions, major site plans and major subdivision(s). A super majority vote is also required for amendment of this section.

- E. Requires all comprehensive plan map amendments and “site development applications” to protect environmental resources.
- F. No Free Density – when the conversion of land from residential or agriculture occurs to create “urban density”, proof must be made to show “land for significant public benefit is offered in fair and equitable exchange”.
- G. Requires the establishment of urban service boundaries by 2014.

Observations:

This regulation requires a citizen’s meeting for variances, special exceptions, and other listed development applications such as “major site plans and major subdivision in Gadsden County”. The latter two requests are not applicable by definition in Gadsden County, making the subsection confusing. If the intent is to require a citizen’s meeting for minor and major subdivision review, then the language should be amended to reflect that. If the BOCC would like to retain this requirement, then it is recommended only requiring this for a final plat, and not for lot splits, preliminary or conceptual plats. However, this is not the recommendation of the consultant. The recommendation is to remove all references except for Comprehensive Plan Future Land Use Map amendments and special exceptions. Requiring a workshop at this phase will remove the extra burden of the applicant for such workshops at the stage where the proposed development is already allowable by policy and regulation.

This regulation assumes there will be an impact to neighborhood associations and citizens. Until an analysis has been completed to show an impact has occurred, if any, this implication in the regulation is arbitrary. (i.e. What is the definition of an “impacted citizen”? What criteria is used to determine the impacts in these instances?) The Planning Department has not been able to obtain or maintain a list of neighborhood associations with up to date contacts making this requirement impractical.

Citations:

Section 7001.1(A) – “The developer shall conduct workshops with citizens *impacted* to identify all issues of concern prior to any public hearing.” (Emphasis added)

Section 7001.1(B) – “Within 10 business days of the filing of any applications or proposals filed for comprehensive plan amendments or land development regulations, the Department shall notify potentially *impacted* neighborhood associations of such filings.” (Emphasis added)

The burden of proof to show that a request for a development is consistent with the Comprehensive Plan and Land Development Code (LDC) is upon the applicant. If the applicant demonstrates that the development is consistent with the Comprehensive Plan and the LDC, the burden of proof to deny a development order, special exception, or variance, which are all quasi-judicial hearings, is upon the local government. If the development meets the criteria of the Code, then the local government must show just cause to deny the request. The function of a quasi-judicial land use hearing is to only apply the existing adopted regulations or policies to the specific development application. This hearing is to make a determination on whether or not the request meets the existing regulations and policies.

A citizen participation meeting can be used to inform the public on the proposed development, but cannot be used to deny the request if it meets the Comprehensive Plan and Land Development Code requirements. Therefore, the purpose of the meeting must only be informative.

The notice to neighborhood associations is challenging. Neighborhood associations are not required to notify the local government of organization. County staff does not know they exist unless a member of the association notifies staff. This is not enforceable.

The LDC language requires that county staff notify “potentially impacted neighborhood associations” of proposed “comprehensive plan amendments or land development regulations” within 10 days of filing. This seems to be a misprint, as “land development regulations” are not an item listed in paragraph one of Section 7001.1 and should be rewritten, if retained to refer to listed development applications. The first paragraph of the section cites additional requirements for “comprehensive plan amendments, major land development reviews,...variances, special exceptions, major site plans and major subdivision (sic) in Gadsden County.”

The “DCA” does not exist as of 2011, and if this language is retained, should be replaced with “DEO” for Department of Economic Opportunity. Also of note, consideration should be made as to the purpose of the second required meeting in paragraph (B).

Paragraph, D requires a super majority vote for all Comprehensive Plan amendments as well as Major Land Development Reviews including variances, special exceptions, major site plan and major subdivisions and to repeal the CBOR ordinance. It is proposed that this requirement be repealed. An alternative might be that this requirement applies only to Comprehensive Plan amendments as originally proposed.

In paragraph E, no definition of “environmental resources” is offered in the Land Development Code, and therefore this term is not definitive in meaning or intent. In addition, as the citation continues to state that the requests must be in compliance with the Comprehensive Plan and the Land Development Code, this subsection is unnecessary as this is a statement of law.

In paragraph F, there are no parameters for the “fair and equitable exchange” of “land for significant public benefit” for the conversion of land from rural and agricultural to urban density. If this requirement is retained, there needs to be a program to detail the exchange of residential and agriculture lands to urban density by, at minimum, defining what “urban density” is and what the “significant public benefit” is and what a “fair and equitable exchange” is. Other needed guidance is needed to describe the ratio of lands exchanged, what is an “appropriate location”. In addition, as written this paragraph is a deterrent to a developer who may seek to provide a compact, walkable, mixed use community. These types of communities provide better urban form, and should be encouraged opposed to conditioned by an exchange of lands.

County staff has not completed the task in part G of Section 7001.1 which requires the county to establish urban services boundaries with the municipalities by 2014. The Comprehensive Plan Policy requiring urban service boundaries has been removed from the Future Land Use Element.

The Comprehensive Plan is silent on the issue of public participation meetings and notice requirements. Therefore, this amendment is not inconsistent with the Plan.

It is proposed that the amended Chapter 7001.1 be relocated to the public hearing process is located in Chapter 1 of the Land Development Code. Changes to the Citizen's Bill of Rights will not become in conflict with those pertinent sections.

Planning Commission Recommendation:

The Planning Commission heard this agenda item on April 12th and May 15th of 2018. They voted 5-2 in favor amending the ordinance to only apply to Comprehensive Plan Future Land Use Map amendments, and to delete in full Parts D-G of the Subsection.

Proposed Ordinance 2018-018 is the Planning Commission's recommendation, except that it retains special exceptions as applications which are subject to the CBOR.

Options:

1. Adopt Ordinance 2018-018, amending Chapters 1 and 7 of the Land Development Code.
2. Do not adopt.
3. Board direction.

County Administrator's Recommendation:

Option 3.

Attachment(s):

1. Proposed Ordinance 2018-018 with Strike & Ad Copy of Amendments
2. Clean Copy of Amendments
3. November 6, 2018 Board Minutes
4. July 17, 2018 Board Minutes
5. Newspaper advertisement.

ORDINANCE 2018 - 018

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE, AMENDING CHAPTER 1, ADMINISTRATION AND ENFORCEMENT AND SECTION 7001.1, THE CITIZENS GROWTH MANAGEMENT AND PLANNING BILL OF RIGHTS IN CHAPTER 7, DEVELOPMENT ORDERS, DEVELOPMENT PERMITS, AND DEVELOPMENT AGREEMENTS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE GADSDEN COUNTY LAND DEVELOPMENT CODE, MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, establishes the right and power of counties to provide for the health, welfare and safety of existing and future residents of the county by enacting and enforcing regulations concerning the use of property necessary for the protection for the public; and

WHEREAS, the Board of County Commissioners of Gadsden County has adopted the Gadsden County Land Development Code, as required pursuant to §163.3202, Florida Statutes; and

WHEREAS, The Gadsden County Planning Commission, acting as the local planning agency, reviewed this amendment and made a recommendation to the Board of County Commissioners; and

WHEREAS, duly noticed public hearings were conducted on such proposed amendment on April 12, 2018 by the Gadsden County Planning Commission and on May 15, 2018, July 17, 2018 and November 6, 2018 and April 16, 2019 by the Board of County Commissioners.

WHEREAS, words with underline type shall constitute addition and ~~striketrough~~ shall constitute deletions to the original text from the language existing prior to adoption of this Ordinance.

Now therefore, be it ordained by the Board of County Commissioners of Gadsden County, Florida, that:

SECTION I: Approval and Adoption of Amendment.

The amendment to the Gadsden County Land Development Code as attached hereto as Exhibit "A" is hereby adopted and approved.

SECTION II: Repeal

Those parts of Chapters 1 and 7 of the Gadsden County Land Development Code in conflict herewith are hereby repealed and superseded to the extent of such conflict and shall have no further effect whatsoever.

SECTION III: Severability

If any phrase or portion of this Ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

SECTION IV: Inclusion in the Land Development Code

This Ordinance shall be codified in the Gadsden County Land Development Code as set forth in Exhibit "A."

SECTION V: Modification

It is the intent of the Board of County Commissioners that the provisions of this Ordinance, including the amendment attached hereto as Exhibit "A," may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Board and filed by the Clerk.

Section VI: Scrivener's Errors

The County Attorney may correct any scrivener's errors found in this Ordinance by filing a corrected copy of the Ordinance with the Clerk.

Section VII: Effective Date

This Ordinance shall become effective as provided by law.

The above and foregoing Ordinance was read and approved at a duly convened public hearing at a regular meeting of the Board of County Commissioners of Gadsden County, Florida, this 16th day of April, 2019.

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA

By: _____

Dr. Anthony Viegbesie, Chairperson

Nicholas Thomas
Clerk of the Circuit Court

SECTION 7001.1 SUBSECTION 1700. CITIZENS GROWTH MANAGEMENT AND PLANNING-BILL OF RIGHTS

This section established ~~s~~ additional requirements for Comprehensive Plan Future Land Use Map A amendments and ~~Major Land Development Reviews including but not limited to variances,~~ special E exceptions ~~major Site Plans and major Subdivision applied for~~ in Gadsden County. All applicants for small scale and large scale Comprehensive Plan Future Land Use Map A amendments ~~and Major Land Development Reviews and special exceptions~~ shall comply with the following requirements: For the purposes of this Subsection, the Board of County Commissioners shall not be classified as an applicant.

- A. Mandatory Workshop – The applicant shall conduct a workshop to present the request for the amendment(s) or the special exception to interested parties. This workshop shall occur at least seven (7) days prior to submittal of an application for a Future Land Use Map amendment or special exception to Gadsden County, but after the applicant has held a pre-application meeting with County staff. The applicant must present to the Planning Commission and Board of County Commissioners a list of any issues raised at the workshop, and indicate if and how they were resolved. Mandated Citizen Participation Plan Developers must prepare a citizen participation plan and notify by mail and newspaper impacted property owners and neighborhood associations within one half mile of the development site property boundaries. The Growth Management Department must verify that proper notification has occurred. The Developer shall conduct workshops with citizens impacted to identify all issues of concern prior to any public hearing. The developer must present to the Planning Commission and Board of County Commissioners a list of all issues raised, and indicate if and how they were resolved. Unresolved issues then become the focus of P & Z and BOCC discussion.

- B. Notice Requirements – No less than fourteen (14) days prior to any mandatory workshop held by the applicant, the applicant must notify by mail property owners within a one-half mile boundary of the parcel or parcels subject to the request. An additional notification shall be placed in at least one newspaper of general circulation in Gadsden County at least two weeks prior to the workshop date. The newspaper ad shall contain all information as specified by Gadsden County. Notices shall be mailed to the address of the property owner shown on the Property Appraiser’s website. Notices shall include the time, date and location of the workshop, and description with a location map of the subject parcel. The Planning Official, or designee, shall verify that proper notification has occurred. Neighborhood Participation—Gadsden County’s Department of Planning and Community Development Department (Department) must compile a list of all valid neighborhood associations (with contact person) operating within the unincorporated areas. Within 10 business days of the filing of any applications or proposals filed for comprehensive plan amendments or land development regulations, the

Exhibit A – Ordinance 2018-018

- ~~Department shall notify potentially impacted neighborhood associations of such filings. Prior to submittal to DCA of plan amendments that would change future land use map a Community or neighborhood meeting must be held 30 calendar days before the application is filed and the application must verify that the meeting was held. A second Community or Neighborhood meeting must be held 15 business days before the amendment adoption hearing after review by DCA.~~
- ~~C. Seven Day "Cooling Off" Period Amendments to the Application -- Comprehensive Plan Future Land Use Map amendments and special exception requests cannot be changed in the seven (7) business days prior to the advertised public hearing between submittal of the application to Gadsden County and prior to the public hearing before the Planning Commission. This will allow the citizens, commissioners, and others to fairly evaluate the document. If the plan amendment is revised within that period, the hearing will be postponed unless all affected parties agree otherwise. Any material changes to proposed plan amendments must be submitted and made available to the public at least five (5) business days prior to the hearing at the adoption stage. Any amendments to the application must be at the Planning Commission public meeting or at the Board of County Commission public meeting.~~
- ~~D. "Super Majority" -- Votes for ALL COMPREHENSIVE PLAN amendments, and Major Land Development Reviews including but not limited to variances, special exceptions, major site plans and major subdivision shall require a "super majority" vote of the BOCC. A super majority vote of the BOCC is required to amend or repeal this ordinance.~~
- ~~E. All comprehensive land use map changes and site development applications shall protect Gadsden County Environmental Resources as identified in and in compliance with the adopted Comprehensive Plan requirements and Land Development Code.~~
- ~~F. "No Free Density" -- The conversion of rural and agricultural land to urban density in the form of compact, walkable, mixed use communities in appropriate locations shall only be undertaken where land for significant public benefit is offered in fair and equitable exchange. This shall include the permanent preservation of natural and agricultural lands and open spaces;~~
- ~~G. "Establish Reasonable Urban Service Boundaries" -- County government will work with the municipalities and other appropriate parties to establish reasonable urban services boundaries within the DCA mandated timeframe of 2014.~~

(Ord. #2010-005, 05-04-10)

SUBSECTION 1700. CITIZENS BILL OF RIGHTS

This section establishes additional requirements for Comprehensive Plan Future Land Use Map amendments and special exceptions applied for in Gadsden County. All applicants for small scale and large scale Comprehensive Plan Future Land Use Map amendments and special exceptions shall comply with the following requirements. For the purposes of this Subsection, the Board of County Commissioners shall not be classified as an applicant.

- A. **Mandatory Workshop** – The applicant shall conduct a workshop to present the request for the amendment(s) or the special exception to interested parties. This workshop shall occur at least seven (7) days prior to submittal of an application for a Future Land Use Map amendment or special exception to Gadsden County, but after the applicant has held a pre-application meeting with County staff. The applicant must present to the Planning Commission and Board of County Commissioners a list of any issues raised at the workshop, and indicate if and how they were resolved.
- B. **Notice Requirements** – No less than fourteen (14) days prior to any mandatory workshop held by the applicant, the applicant must notify by mail property owners within a one-half mile boundary of the parcel or parcels subject to the request. An additional notification shall be placed in at least one newspaper of general circulation in Gadsden County at least two weeks prior to the workshop date. The newspaper ad shall contain all information as specified by Gadsden County. Notices shall be mailed to the address of the property owner shown on the Property Appraiser’s website. Notices shall include the time, date and location of the workshop, and description with a location map of the subject parcel. The Planning Official, or designee, shall verify that proper notification has occurred.
- C. **Amendments to the Application** - Comprehensive Plan Future Land Use Map amendments and special exception requests cannot be changed between submittal of the application to Gadsden County and prior to the public hearing before the Planning Commission. Any amendments to the application must be at the Planning Commission public meeting or at the Board of County Commission public meeting.

(Ord. #2010-005, 05-04-10)

Gadsden County Board of County Commissioners
November 6, 2018 – Regular Meeting

Chair Holt asked if this would affect anything doing with the hurricane and the disaster and Mrs. Jackson said no. Chair Holt asked if they had to have four out of the five Commissioners and not a super majority of the ones present and he said that was correct. He said the way the Ordinance read, they need a super majority of the entire board. Chair Holt said they needed to have that language when it comes back.

Mr. Weiss pointed out since it was advertised as a public hearing, to ask if there were any comments from public. Chair Holt asked and there was no-one. She explained this item would not be voted on tonight since they did not have a super majority present.

Commissioner Morgan asked if there was a second on his motion and Chair Holt said she did not hear a second but did not think it was needed.

16. Public Hearing-Creation of a New Fund for Hurricane Michael Expenditures and Transfer of Funds from the General Fund

Mrs. Jackson introduced the above item and said it was a Public Hearing for approval to set up a new fund and department number to address all payables associated with Hurricane Michael. She said further, the Board needed to transfer \$850,000 from the General Fund to supplement Hurricane Michael related expenditures for FY 18/19.

Commissioner Morgan said he no problem approving option 1, and asked if this was a request from Clerk's office and Mrs. Jackson said yes

COMMISSIONER MORGAN MADE A MOTION TO APPROVE OPTION 1 AND FOR EXPENSES TO BE REIMBURSED TO THE COUNTY AND COMMISSIONER TAYLOR MADE THE SECOND. THE BOARD VOTED 3-0 BY VOICE VOTE TO APPROVE THIS ITEM.

Chair Holt asked for public input regarding this item and there was none.

17. Public Hearing-Approval to Increase the Summer Youth Program from \$50,000 to \$132,250 in the FY 18-19 Budget

Mrs. Jackson introduced the above item and said it was presented for approval to increase the FY 18/19 Summer Youth Program from \$50,000 to \$132,250.

COMMISSIONER TAYLOR MADE A MOTION TO APPROVE. MOTION DIED FOR LACK OF SECOND.

Chair Holt said she had no problem with these items coming back; she just wanted to clear up all the things they are moving money and she was fine with bringing it back.

Chair Holt announced this was a Public hearing and there were no comments.

COMMISSIONER MORGAN MADE A MOTION FOR OPTION 2 TO NOT APPROVE AND CHAIR HOLT MADE THE SECOND. THE BOARD VOTED 2-1 BY VOICE VOTE TO NOT APPROVE THIS ITEM. COMMISSIONER TAYLOR OPPOSED.

18. Public Hearing-Approval to Restore the Emergency Housing Repair Account to \$100,000 in the FY 18-19 Budget

Mrs. Jackson introduced the above item and said it was presented to the Board for approval to

to house and maintain ten generators.

Commissioner Morgan asked if there was any fiscal impact and was told no.

COMMISSIONER MORGAN MADE A MOTION TO APPROVE OPTION 1 AND COMMISSIONER TAYLOR MADE THE SECOND WITH A QUESTION.

Commissioner Taylor asked where they would be housed at and Mrs. Jackson said they would be housed somewhere where they could be plugged up and they would have State tags.

CHAIR HOLT CALLED FOR THE VOTE. THE BOARD VOTED 3-0 BY VOICE VOTE TO APPROVE THIS ITEM.

13. Approval of Library Strategic Long-Range Plan 2018-2023

Mrs. Jackson introduced the above item and said it was for Board approval of the Gadsden County Public Library System's Long Range Plan 2018-2023.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 3-0 BY VOICE VOTE TO APPROVE THIS ITEM.

14. Approval of Library Annual Plan of Service 2018-2019

Mrs. Jackson introduced the above item and said this was the second part of the 2018-2019 State Aid to Public Libraries application that was due by December 1, 2018 and required submission of a Board approved Annual Plan of Service.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 3-0 BY VOICE VOTE TO APPROVE THIS ITEM.

PUBLIC HEARINGS

15. Public Hearing-Legislative-Consideration of Adoption of Ordinance 2018-018 for the Amendment of Chapters 1 and 7 of the Land Development Code, specifically regarding the Citizen's Bill of Rights (LDR 2018-01)

Mrs. Jackson introduced the above item and said this was a Public Hearing to adopt Ordinance 2018-018 for the amendment of Chapter 1, Administration and Enforcement and Chapter 7, Development Orders, Development Permits, and Development Agreements of the Land Development Code, to amend the Citizen's Bill of Rights and move it from Chapter 7 to Chapter 1.

Commissioner Morgan asked the attorney if they had to have a super majority vote for this to pass and if there were not four present to qualify for a super majority, they could not go forward and Mr. Weiss said that was correct.

COMMISSIONER MORGAN MADE A MOTION TO MOVE TO TABLE THIS ISSUE. CHAIR HOLT ASKED IF THERE WAS A SECOND AND THERE WAS DISCUSSION.

Commissioner Morgan said they could not vote on this item and Chair Holt said since he put the motion out, she asked for a second.

Gadsden County Board of County Commissioners
July 17, 2018-Regular Meeting

Debra Chatham, 6277 Flat Creek Road, Quincy, FL – CBOR

Marian Lasley, 5 Dante Court, Quincy, FL

PUBLIC HEARINGS

4. Public Hearing-Legislative-Consideration of Adoption of Ordinance 2018-005 for the Amendment of Chapters 1 and 7 of the Land Development Code, specifically regarding the Citizen’s Bill of Rights (LDR 2018-01)

Mrs. Jackson introduced the above item and said this was a legislative public hearing to adopt Ordinance 2018-005 for the amendment of Chapter 1, Administration and Enforcement and Chapter 7, Development Orders, Development Permits, and Development Agreements of the Land Development Code, to amend the Citizen’s Bill of Rights and move it from Chapter 7 to Chapter 1.

Allara Gutcher, The Planning Collaborative, appeared before the Board and gave a brief synopsis of the item. She reminded the Board that this item required a 4-1 vote in order to pass.

Chair Holt announced this was a Public Hearing and asked if there were any comments from the public.

Marian Lasley, 5 Dante Court, Quincy, FL, appeared before the Board. She said she was looking at the Alternate Ordinance and the concept of the exemption and the overlay areas was not presented to the Planning Board and they had not heard this. She added as she understood the changes to the Land Development Code and the Comprehensive Plan should go through the Planning Board first. She said she would like for them to consider that the Board Variance be included in the criteria for the oversight for the CBOR.

Debra Chatham, 6277 Flat Creek Road, Quincy, FL, appeared before the Board. She said she had been reading and liked the Number 4 item, but wanted to make them mindful of something she saw on Facebook. She said this was about the family splitting and they needed to go back to their constituents because she had not heard one up there say they were not interested in the family rights when they went to split the parcels.

Chair Holt asked for Board discussion.

Ms. Gutcher reappeared before the Board. Chair Holt asked if the Alternate Ordinance needed to go back to the Planning Commission. Ms. Gutcher said they had the discussion after the workshop on June 21st and asked if Mr. Weiss wanted to discuss the procedure.

Mr. Weiss explained any amendment to the Comprehensive Plan had to go to the Planning Commission and then to the County Commission. He said the standard when an Ordinance had to go back through the entire process was if there was a change to the nature of the Ordinance. He said if something different was put into the Ordinance when it came to the County Commission than when it went to the Planning Commissioner was different; it needed to go through the whole process. For something like this, the whole Ordinance was considered by the Planning Commission and thought their recommendation was to remove the super majority vote all together. He said he did not think it was a legal impediment and was the discretion to this Board if the Board

thought it should have gone through them, they could make the decision to send it back. He said he did not think it changed the nature of the Ordinance that they would be required to go back through.

Chair Holt said a workshop was held and suggestions were made and put into the document and she further explained.

Commissioner Morgan asked Ms. Gutcher if the existing ordinance in place regarding Chapter 1 and 7 was impeding growth at the interchanges and she said she was not sure anyone could answer that question.

Chair Holt said she was for economic growth and businesses were not coming because water, sewer, electric, etc. was not at the interchanges.

Commissioner Morgan said he agreed if water and sewer was needed at the interchanges, the County needed to do whatever was necessary to make that happen.

Commissioner Viegbesie said a question that came to mind was an issue a citizen raised, the perception of what the CBOR was. He said as written, did it apply to individual family property owners who wanted to change their own property land use.

Ms. Gutcher said it applied to anyone who owned property who wanted to change the map; it did not discriminate between ownership.

Commissioner Taylor said if a business did not think it worthy to come to the County to talk to the citizens, The County may not be interested in inviting them. She said Mrs. Chatham had a great point. The CBOR was there to help with large scale development and Ms. Gutcher said the way it was written today, if a property owner owned one acre of land and wanted to go from Agriculture to Rural Residential, they would have to go through this process. Commissioner Taylor said that was for changing the land, but if they were giving land to a family member and not making changes to the land use, would it affect them. Ms. Gutcher said if they were not changing the land use they would not have to go through this. Commissioner Taylor said she wanted that out there for clarity. She further stated she agreed with the Board on some of the language changes that needed to be done for clarity but did not agree at this time to change the super majority vote.

Commissioner Viegbesie said although the changes that have been made were improvements to the document and the main item that has been controversial was still there, for now he was willing to make a motion.

COMMISSIONER VIEGBESIE MADE A MOTION FOR ADOPTION OF OPTION 1 AND CHAIR HOLT MADE THE SECOND WITH A QUESTION.

Ms. Gutcher said Attachment 4 had the map and would be Option 3.

COMMISSIONER VIEGBESIE AMENDED HIS MOTION TO OPTION THREE AND CHAIR HOLT AMENDED HER SECOND. COMMISSIONER MORGAN HAD A QUESTION.

Commissioner Morgan said in the example given by Commissioner Taylor's question and Ms.

Gutcher's response, they were supporting someone that wanted to make a land use change, they would not have to notify their neighbors. Ms. Gutcher said their motion was to include the option that had the exemptions with a map to if they were outside the economic opportunity zones, they would have to go through the process if they were applying for a map amendment. Commissioner Morgan asked if they were inside, they would not and she said correct.

Commissioner Viegbesie asked for a roll call vote.

Commissioner Taylor had questions for clarity. She said she was looking at option 1 and option 3 and the difference was the attachments, attachment 1 and attachment 4. She said she wanted to make sure that she was voting correctly. She said option 1 did not include the map and Ms. Gutcher said correct. Commissioner Taylor said if it did not include the map, which meant whatever area that wanted to fall under this, they had the right to and Ms. Gutcher said outside the city limits. Commissioner Taylor said option 4 included the map and Ms. Gutcher said yes and that had restrictions, Ms. Gutcher said it had exemptions for those parcels within a mile boundary of the city limits, I-10 interchanges, Highway 27 and Highway 90. Chair Holt said around the cities, they do not have this ordinance and they do not have the CBOR and if annexed, they did not have it. She said there was only 1 interchange left at the Chattahoochee exit.

Commissioner Viegbesie-yes

Commissioner Hinson-yes

Commissioner Taylor-no

Commissioner Morgan no

Chair Holt-yes

Chair Holt said item failed for lack of 4 votes.

COMMISSIONER TAYLOR MADE A MOTION TO APPROVE OPTION 1 AND COMMISSIONER HINSON HAD QUESTIONS AND MADE THE SECOND.

Commissioner Hinson asked for clarity on the changes and Ms. Gutcher explained.

Chair Holt said she was not voting for option 1 because she was against the super majority vote and no county out of 38 Counties this size uses anything that required four votes to change property to what someone wanted to do.

A roll call vote was taken.

Commissioner Viegbesie-no

Commissioner Hinson-no

Commissioner Taylor-yes

Commissioner Morgan-yes

Chair Holt-no

Motion failed for lack of majority.

5. Public Hearing-Legislative-Consideration of transmittal of LSPA 2018-02 to Amend the Traffic Circulation Element of the Comprehensive Plan

NOTICE OF INTENT: **PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, intends, at a regular meeting, at the Gadsden County Governmental Complex, 9-B East Jefferson Street, Quincy, Florida, at 6:00 p.m. on the 16th day of April, 2019, to consider adoption of an ordinance entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE, AMENDING CHAPTER 1, ADMINISTRATION AND ENFORCEMENT AND SECTION 7001.1, THE CITIZENS GROWTH MANAGEMENT AND PLANNING BILL OF RIGHTS IN CHAPTER 7, DEVELOPMENT ORDERS, DEVELOPMENT PERMITS, AND DEVELOPMENT AGREEMENTS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE GADSDEN COUNTY LAND DEVELOPMENT CODE, MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO THIS MATTER, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MUST ASSURE THAT A VERBATIM RECORDING OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

The proposed ordinance is available for public inspection at the Office of the Clerk, Gadsden County Courthouse, 10 E. Jefferson St., Quincy, Florida, and on the County website at www.gadsdencountyfl.gov.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Persons needing assistance in obtaining any information from the County on attending the public hearing must contact the Gadsden County Administrator's Office, 1B E. Jefferson Street, Quincy, Florida, (850) 875-8650, at least 48 hours prior to the hearing; if you are hearing or voice impaired, call 711.

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 3, 2019

To: Honorable Chairperson and Members of the Board

From: David Weiss, County Attorney
Gene Morgan, Commissioner –District 3

Subject: Consideration of Providing Notice to the County Administrator of Intent to Remove and Right to Request a Hearing, and to Schedule a Meeting or Hearing to consider Removal and Termination

Statement of Issue:

This agenda item seeks consideration of providing notice to the County Administrator of the Board of County Commissioners' intent to remove her from her position and her right to request a Hearing, and to schedule a meeting or hearing to consider removal and termination.

Background:

At the April 2, 2019 County Commission Meeting Commissioner Morgan made a request to include an item on the April 16, 2019 County Commission Meeting Agenda to consider the County Administrator position. It was later clarified that his request was to consider providing notice to the County Administrator of intent to remove and her right to request a hearing and to schedule a Hearing to consider removal and termination.

Analysis:

DeShaundra Jackson was appointed County Administrator on December 4, 2018, and entered into an Employment Agreement effective as of January 15, 2019. Under Section 125.73(2), Florida Statutes, the County Administrator “may be removed at any time by an affirmative vote, upon notice, of not less than three members of the [Board of County Commissioners], after a hearing if such be requested by the County Administrator.”

Fiscal Impact:

There is no fiscal impact at this time. If the Board votes to provide notice to the County Administrator of the Board's intent to remove her from her position and of her right to request a hearing, and subsequently votes to remove her from her position, there may be a fiscal impact which is undetermined at this time.

Options:

1. Provide notice to the County Administrator of the Board's intent to remove her from her position and of her right to request a hearing, and schedule a Meeting or Hearing to consider removal and termination.
2. Do not intend to remove.
3. Board direction.

Attachment(s):

1. Section 125.73, Florida Statutes.
2. Employment Agreement with DeShaundra Jackson.
3. Employment Agreement with Robert Presnell.

The Florida Senate

2018 Florida Statutes

<u>Title XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	<u>Chapter 125</u> COUNTY GOVERNMENT Entire Chapter	SECTION 73 County administrator; appointment, qualifications, compensation.
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125.73 County administrator; appointment, qualifications, compensation.—

(1) Each county to which this part applies shall appoint a county administrator, who shall be the administrative head of the county and shall be responsible for the administration of all departments of the county government which the board of county commissioners has authority to control pursuant to this act, the general laws of Florida, or other applicable legislation.

(2) The county administrator shall be qualified by administrative and executive experience and ability to serve as the chief administrator of the county. He or she shall be appointed by an affirmative vote of not less than three members of the board of county commissioners and may be removed at any time by an affirmative vote, upon notice, of not less than three members of the board, after a hearing if such be requested by the county administrator. The administrator need not be a resident of the county at the time of appointment, but during his or her tenure in office shall reside within the county.

(3) The compensation of the administrator shall be fixed by the board of county commissioners unless otherwise provided by law.

(4) The office of county administrator shall be deemed vacant if the incumbent moves his or her residence from the county or is, by death, illness, or other casualty, unable to continue in office. A vacancy in the office shall be filled in the same manner as the original appointment. The board of county commissioners may appoint an acting administrator in the case of vacancy or temporary absence or disability until a successor has been appointed and qualified or the administrator returns.

History.—s. 1, ch. 74-193; s. 821, ch. 95-147.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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EMPLOYMENT AGREEMENT FOR GADSDEN COUNTY ADMINISTRATOR

THIS AGREEMENT ("Agreement"), effective as of the 15th day of January, 2019, by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter, the "Board" or "County") and DESHAUNDRA JACKSON (hereinafter, "Ms. Jackson").

WHEREAS, on December 4, 2018, the Board unanimously approved Ms. Jackson as the County Administrator and authorized the County Attorney to prepare a contract for employment subject to approval by the Board; and

WHEREAS, the Board desires to employ Ms. Jackson as the County Administrator under the terms and conditions set forth herein; and

WHEREAS, Ms. Jackson desires to be employed as the County Administrator under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the County and Ms. Jackson agree as follows:

Section 1: Commencement and Term.

Pursuant to Section 125.01, Florida Statutes, the Board hereby appoints Ms. Jackson as the Gadsden County Administrator effective January 15, 2019.

The term of this agreement shall be for a period of two (2) years, from January 15, 2019 through January 14, 2021, unless terminated earlier in accordance with the terms of this Agreement.

Section 2: Duties; At-Will Employment.

The Board agrees to employ Ms. Jackson as the County Administrator of the County on an "at will" basis and at the pleasure of the Gadsden County Board of Commissioners, until such time as her employment is terminated by the Board or she resigns as County Administrator, to perform all duties as specified by law and ordinance and to perform such other proper duties as assigned by the Board. All powers and duties under Chapter 125, Florida Statutes, and any reference thereafter referring to the County Administrator are granted to Ms. Jackson until such time as this Agreement is terminated. The Board may review Ms. Jackson's performance annually to coincide with budget adoption.

Section 3: Compensation.

Ms. Jackson shall receive a salary of \$100,000.00 per annum, which shall be paid in equal biweekly installments in accordance with the County's usual payroll practices and schedules. Ms. Jackson shall receive the same adjustments or supplements to her monetary compensation as apply generally to the non-bargaining-unit County employees in accordance with the County's personnel policy, plus senior management benefits under the Florida Retirement System and special provisions provided hereinafter.

Section 4: Individual Benefits.

The County will provide an appropriate vehicle for Ms. Jackson's reasonable use at County expense and in accordance with the County's vehicle use policy. The County will bare all expense for insurance, maintenance and fuel.

The County shall provide Ms. Jackson with a personal smart phone, computer and reasonable technology needed to conduct County business.

Section 5: Insurance Coverage.

The County shall pay Ms. Jackson's single-coverage premium for group health insurance pursuant to the same terms and conditions as are generally available to other non-bargaining-unit County employees. The County agrees to provide Ms. Jackson with the \$15,000.00 life insurance benefit provided to all County employees.

The County shall provide errors and omissions coverage applicable to acts or omissions of Ms. Jackson during her employment as County Administrator. The County shall also defend, save harmless, and indemnify Ms. Jackson against any claim, suit, action, demand, and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident involving or arising out of the scope of her employment and/or the performance of her duties as County Administrator, except for acts, omissions or incidents that constitute gross negligence or willful, wanton, or reckless conduct.

Section 6: Annual, Sick, Personal Leave, and Pension Fund.

Ms. Jackson shall be entitled to carry over her current annual and sick leave balances as an employee of Gadsden County. Ms. Jackson shall accrue seven (7) hours of annual leave and four (4) hours of sick leave with each biweekly pay period. Annual leave accrual may not exceed three hundred twenty (320) hours as of January 1 of each year. Any excess annual leave hours over the three hundred twenty (320) hour limit will be converted to sick leave. Ms. Jackson shall be covered by the Florida Retirement System senior management class.

Section 7: Conferences, Training and Education.

The County agrees to pay, within approved budgeted amounts, the cost of Ms. Jackson's subscriptions to professional publications, professional association dues and fees, as well as professional development courses, meetings, conferences and seminars, including attendance costs and expenses in accordance with the County's Travel Policy, incurred during Ms. Jackson's period of employment and any renewals or extensions thereof.

Section 8: General Conditions of Employment.

Ms. Jackson shall be an exempt employee under the Fair Labor Standards Act and the County's personnel policy, and the terms thereof shall govern the terms of her employment except to the extent that they are inconsistent with the terms of this Agreement. In addition

to the benefits cited herein, the County shall provide Ms. Jackson with any and all standard benefits that apply generally to other exempt County employees.

Section 9: Termination Conditions and Severance Pay.

It is understood and agreed that the Board will be the sole judge as to the effectiveness and efficiency with which Ms. Jackson performs her employment. Ms. Jackson serves at the pleasure of the Board of County Commissioners.

If the County exercises its right to terminate the employment of Ms. Jackson as County Administrator without cause prior to the end of the contract period, January 14, 2021, the Board shall provide her 30 days written notice of such termination. If terminated without cause, Ms. Jackson is entitled to her salary and benefits for five months as severance, payable in accordance with the County's biweekly pay schedule. If terminated without cause, Ms. Jackson shall also be paid up to three hundred twenty (320) hours of her unused annual leave and one-half (1/2) of her unused sick leave. Ms. Jackson is entitled to seek other employment upon receipt of written notice of termination.

The County may terminate this Agreement and Ms. Jackson's employment for cause without notice and without any further obligation whatsoever other than salary due and owing as of the date of her termination of employment for willful violation of the provisions of law, conduct unbecoming a public employee, habitual drug use, or upon her conviction of any felony or any crime of moral turpitude or crime relating to official duties or if she pleads nolo contendere to such felony or crime of moral turpitude or crime relating to her official duties.

Section 10: Resignation.

Should Ms. Jackson voluntarily resign her employment with the Board of the County she shall do so by written notice to the Chairperson of the Board. In the event of such resignation, no severance will be paid to her but she shall be paid up to three hundred twenty (320) hours of her unused annual leave and one-half (1/2) of her unused sick leave.

Section 11: Amendments.

This Agreement may be modified only by a writing signed by both parties.

Section 12: Severability; Disputes.

Should a court of competent jurisdiction determine that any provision or provisions of this Agreement are invalid or unenforceable or cannot be reformed so as to be made valid or enforceable, all other provisions of this Agreement shall continue in full force and effect. This Agreement shall be governed by the laws of the State of Florida. This Agreement shall be construed and interpreted solely according to its language and shall not be strictly construed against either party. Ms. Jackson agrees that any lawsuit arising from this Agreement or its alleged breach shall be heard by a judge and not a jury in Gadsden County, Florida. The parties agree that the prevailing party in any lawsuit arising from this Agreement or its alleged breach shall be entitled to its reasonable attorney's fees and costs.

Section 13: Headings; Language.

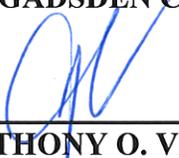
The parties agree that the section headings used herein are for convenience only and have no legal effect. As used in this Agreement, the singular includes the plural and the plural includes the singular, and the masculine includes the feminine and the feminine includes the masculine.

Section 14: Acknowledgment; Entire Agreement; Modification.

Ms. Jackson represents and agrees that she has carefully read and considered this entire Agreement, has had ample time to consider this Agreement, and has had the opportunity to obtain the advice of independent counsel regarding the legal effect of her entry into this Agreement. Ms. Jackson represents and agrees that she in fact understands the full legal effect of her entry into this Agreement and that she enters into this Agreement knowingly, voluntarily, and without promise or coercion of any kind other than the promises expressly set forth in this Agreement. Ms. Jackson represents and agrees that the terms of this Agreement constitute the entire agreement of the parties regarding the subject matter of this Agreement and that there are no other agreements, promises, or understandings of any kind, oral or written, regarding the subject matter of this Agreement other than the express written language herein.

IN WITNESS WHEREOF, the County of Gadsden, Florida has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board of the County Commissioners and attested by the Clerk of the Circuit Court, and Ms. Jackson has signed and executed this Agreement, both in duplicate, the day and year written below.

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



ANTHONY O. VIEGBESIE, CHAIR



DESHAUNdra JACKSON

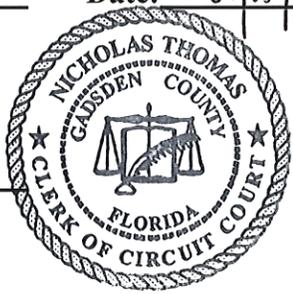
Date: _____

Date: 03/05/2018

ATTEST:



NICHOLAS THOMAS,
CLERK OF THE CIRCUIT COURT



RECEIVED
GADSDEN COUNTY BOCC
MANAGEMENT SERVICES

2014 OCT 14 PM 2: 14

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by and between the GADSDEN COUNTY BOARD OF COMMISSIONERS ("Gadsden County," "County," or "Board"), a political subdivision of the State of Florida, and Robert M. Presnell ("Mr. Presnell").

WHEREAS, County desires to employ the services of Mr. Presnell, as County Administrator; and

WHEREAS, County and Mr. Presnell desire to provide for certain procedures, benefits, and requirements regarding Mr. Presnell's employment as County Administrator; and

WHEREAS, Mr. Presnell desires to be employed as the County Administrator under the terms and conditions recited herein:

NOW THEREFORE, the County and Mr. Presnell agree as follows:

Section 1: Commencement and Term

County and Mr. Presnell agree that this employment contract shall commence upon its execution by the last-signing party and will be for the period from the date of execution through the 30th day of October, 2016 with the base salary of \$100,000.00 per year plus senior management benefits under the Florida Retirement System and special provisions provided hereinafter.

Section 2: Duties; At-Will Employment

County agrees to employ Mr. Presnell as the County Administrator of the County on an "at will" basis and at the pleasure of the Gadsden County Board of Commissioners, until such time as his employment is terminated by the Board or he resigns as County Administrator, to perform all duties as specified by law and ordinance and to perform such other proper duties as assigned by the Board. All powers and duties under Florida Statutes Chapter 125 and any reference thereafter referring to the County Administrator are granted to Mr. Presnell until such time as this contract is terminated. The Board may review Mr. Presnell's performance annually to coincide with budget adoption.

Section 3: Compensation

Presnell shall receive a salary of \$100,000.00 per annum, which shall be paid in equal biweekly installments according to the County's usual payroll practices and schedules. Presnell shall receive the same adjustments or supplements to his monetary compensation as apply generally to the non-bargaining unit County employees.

Section 4: Individual Benefits

The County will provide an appropriate vehicle for Mr. Presnell's reasonable use at County expense.

The County shall provide Mr. Presnell with a seventy-dollar per month smart phone allowance for the use of a personal smart phone to conduct County business or the County may provide a smart phone to conduct County business and reasonable use. The smart phone allowance payments will be due in conjunction with the first pay period of each month.

Section 5: Insurance Coverage

County shall pay Mr. Presnell's single-coverage premium for group health insurance pursuant to the same terms and conditions as it is generally available to other non-bargaining unit County employees. The County agrees to provide Mr. Presnell with the \$15,000.00 life insurance benefit provided to all County employees.

County shall provide errors and omissions coverage applicable to acts or omissions of Mr. Presnell during his employment as County Administrator. The County shall also defend, save harmless, and indemnify Mr. Presnell against any claim, suit, action, demand, and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident involving or arising out of the scope of his employment and/or the performance of his duties as County Administrator.

Section 6: Annual, Sick, Personal Leave, and Pension Fund

Mr. Presnell shall be entitled to carry over his current annual and sick leave balances as an employee of Gadsden County. Mr. Presnell shall accrue seven (7) hours of annual leave and four (4) hours of sick with each bi-weekly pay period. Annual leave accrual may not exceed three hundred twenty (320) hours as of January 1 of each year. Any excess annual leave hours over the three-hundred twenty (320) hours limit will be converted to sick leave. Mr. Presnell shall be covered by the Florida Retirement System senior management class.

Section 7: Conferences, Training and Education

The County shall pay for reasonable professional membership dues and the associated costs incurred by Mr. Presnell to attend national, state, and local conferences and training programs necessary and desirable for his continued professional development and growth as the same shall be related to and benefit the County.

Section 8: General Conditions of Employment

In addition to the benefits cited herein, County shall provide Mr. Presnell with any and all standard benefits that apply generally to other County employees.

Section 9: Termination Conditions and Severance Pay

If the County exercises its right to terminate the employment of Mr. Presnell as County Administrator prior to the end of the contract period, October 30, 2016; the Board shall provide him 30 days written notice of such termination. Mr. Presnell is then entitled to his salary and

benefits for six months as severance. Mr. Presnell's salary and benefits must be paid in accordance with the County's bi-weekly pay schedule. Mr. Presnell shall also be paid up to three hundred twenty (320) hours of his unused annual leave and one-half (1/2) of his unused sick leave. Mr. Presnell is entitled to seek other employment once the decision is made.

The County may terminate this Agreement and Mr. Presnell's employment without notice and without any further obligation whatsoever other than salary due and owing as of the date of his termination of employment upon his conviction of any felony or any crime of moral turpitude or of he pleads nolo contendere to such felony or crime of moral turpitude.

Section 10: Resignation

Should Mr. Presnell voluntarily resign his employment with the Board of the County he shall do so by written notice to the Chairperson of the Board. In the event of such resignation, no severance will be paid to him but he shall be paid up to three-hundred twenty (320) hours of his unused annual leave and one-half (1/2) of his unused sick leave.

Section 11: Amendments

Additions, deletions and/or changes (amendments) to this contract or any part thereof, can only be made, upon agreement and approval, by Mr. Presnell and the Board of the County.

Section 12: Severability; Disputes.

Should a court of competent jurisdiction determine that any provision or provisions of this Agreement are invalid or unenforceable or cannot be reformed so as to be made valid or enforceable, all other provisions of this Agreement shall continue in full force and effect. This Agreement shall be governed by the laws of the State of Florida. This Agreement shall be Construed and interpreted solely according to its language and shall not be strictly construed against either party. Mr. Presnell agrees that any lawsuit arising from this Agreement or its alleged breach shall be heard by a judge and not a jury in Gadsden County, Florida. The parties agree that the prevailing party in any lawsuit arising from this Agreement or its alleged breach shall be entitled to its reasonable attorney's fees and costs.

Section 13: Headings; Language.

The parties agree that the section headings used herein are for convenience only and have no legal effect. As used in this Agreement, the singular includes the plural and the plural includes the singular, and the masculine includes the feminine and the feminine includes the masculine.

Section 14: Acknowledgment; Entire Agreement; Modification.

Mr. Presnell represents and agrees that he has carefully read and considered this entire Agreement, has had ample time to consider this Agreement, and has had the opportunity to obtain the advice of independent counsel regarding the legal effect of his entry into this Agreement. Mr. Presnell

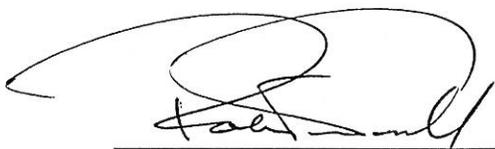
represents and agrees that he in fact understands the full legal effect of his entry into this Agreement and that he enters into this Agreement knowingly, voluntarily, and without promise or coercion of any kind other than the promises expressly set forth in this Agreement. Mr. Presnell represents and agrees that the terms of this Agreement constitute the entire agreement of the parties regarding the subject matter of this Agreement and that there are no other agreements, promises, or understandings of any kind, oral or written, regarding the subject matter of this Agreement other than the express written language herein. This Agreement may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the County of Gadsden, Florida has caused this Agreement to be signed and executed on its behalf by its Chairman of the Board of the County Commissioners and attested by its Clerk of the Circuit Court, and Mr. Presnell has signed and executed this Agreement, both in duplicate, the day and year first written above.

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

COUNTY ADMINISTRATOR

By: 
ERIC F. HINSON, CHAIR


ROBERT M. PRESNELL

Date: 10-7-2014

Date: 10/7/14

ATTEST:


NICHOLAS THOMAS,
CLERK OF THE CIRCUIT COURT



Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019
Date Submitted: April 3, 2019
To: Honorable Chairman and Members of the Board
From: Dee Jackson, County Administrator
Subject: Discussion and Action Regarding the County Attorney Position

Statement of Issue:

This agenda item is presented to the Board for discussion and action regarding the County Attorney Position.

Background:

Chairman Anthony Viegbesie requested an agenda item be placed on the April 16, 2019 County Commission Meeting agenda to discuss and take action regarding the County Attorney position.

It has been documented by staff that County processes are delayed due to limited or last-minute attention given to matters referred for legal opinion. There are recent delays with federal and state grants, due to the attorney changing standard Federal and State agreements. There are concerns about the monthly invoices billing in excess hours for services rendered. The attorney also has frequent absences and/or periods wherein he is not accessible and has left no direction as to who should be providing legal services in his stead.

In recent meetings, the County Attorney has evidenced his inability to effectively advise the Board when legal errors are being made until specifically asked, otherwise remaining silent. This puts the Board in a liable situation and primed for lawsuits. There are often questions asked by the Commission wherein either the attorney has no knowledge of provides advice with no clear direction for the Commission.

Analysis:

On January 15, 2019, the Board approved an extension of County Attorney, David Weiss' contract through February 21, 2020.

Fiscal Impact:

There is no fiscal impact at this time.

Options:

1. Replace the current Attorney with another Attorney from the Ausley McMullen Firm.
2. Terminate the contract with Ausley-McMullen and open a bid process.
3. Continue with David Weiss as the representative of Ausley McMullen Firm.
4. Board direction.

Attachments:

1. January 15, 2019 Legal Services Agreement
2. February 7, 2017 Legal Services Agreement
3. November 7, 2017 Extension of Agreement for Legal Services

EXTENSION OF AGREEMENT FOR LEGAL SERVICES

THIS EXTENSION OF AGREEMENT FOR LEGAL SERVICES, effective as of the 15th day of January, 2019 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and AUSLEY & MCMULLEN, P.A. (the "County Attorney").

WHEREAS, the County has determined that it would be in the best interests of Gadsden County that the County be able to utilize the services of private parties when in the best interests of the County; and

WHEREAS, the County has a need for legal services; and

WHEREAS, the County has determined that it would be in the best interests of Gadsden County to contract for these services rather than hiring the necessary personnel to perform the services; and

WHEREAS, in order to secure the most qualified contractor, lowest cost, and best value for these services, the County issued a solicitation for such services; and

WHEREAS, the County Attorney submitted a response to the solicitation; and

WHEREAS, the County determined that it is in the best interests of Gadsden County to contract with the County Attorney to provide such services; and

WHEREAS, the County and the County Attorney entered into an Agreement for Legal Services, effective February 21, 2017 (the "Agreement"); and

WHEREAS, the initial term of the Agreement expired on February 21, 2018; and

WHEREAS, upon the expiration of the initial term, the Agreement may be extended for up to two (2) additional 12 month periods by written agreement signed by both parties; and

WHEREAS, at the expiration of the initial term, the County and the County Attorney extended the Agreement for an additional 12 month period, through February 21, 2019; and

WHEREAS, the County and the County Attorney desire to extend the Agreement on the same terms and conditions for an additional term of 12 months, through February 21, 2020.

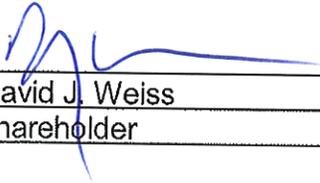
NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

The term of the Agreement shall be extended for 12 months, from February 21, 2019 to February 20, 2020.

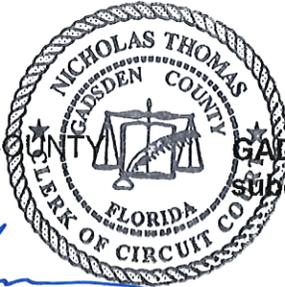
The Agreement is hereby ratified and affirmed in all other respects and remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

AUSLEY & MCMULLEN, P.A.


By: David J. Weiss
Its: Shareholder

ATTEST: GADSDEN COUNTY
CLERK OF COURT



GADSDEN COUNTY, FLORIDA, a political
subdivision of the State of Florida


NICHOLAS THOMAS


ANTHONY O. VIEGBESIE
Chairperson, Gadsden County Board of County
Commissioners

LEGAL SERVICES AGREEMENT

THIS AGREEMENT dated effective the 7th day of February, 2017 (the “Effective Date”), by and between the BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA (the “Board”) and AUSLEY & MCMULLEN, P.A., (the “County Attorney” or “Firm”).

WITNESSETH:

WHEREAS, the Board wishes to retain the services of the County Attorney to perform the services set forth in the Scope of Services section below.

WHEREAS, the County Attorney wishes to render to the Board the services set forth in the Scope of Services section below on the following terms and conditions.

NOW, THEREFORE, that for and in consideration of the mutual promises and covenants contained herein and the mutual advantages accruing to the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.**

In rendering legal services to the Board, each and every member of the Firm shall be available to serve the Board in his or her field of expertise. Services rendered by the County Attorney shall be rendered by David J. Weiss, designated as the Primary Attorney, and Deborah Minnis, designated as the Deputy Attorney, and such other attorney as may be assigned by the County Attorney. The County Attorney may render services through any attorney employed by the County Attorney. The Firm shall be obligated to perform the services described below:

(a) The County Attorney will attend all regular Board meetings and pre-briefings as requested by the Board Chairperson, it being understood that unless the County Attorney is informed otherwise, attendance by the County Attorney at such Board meetings is expected.

(b) The County Attorney will provide routine telephonic and email legal consultation with the Board members, the County Administrator, and the County staff, and provide routine legal support as required.

(c) The County Attorney will prepare such ordinances, contracts, resolutions, documents, leases and other papers that the Board may require.

(d) The County Attorney will prepare documents required by the Board in connection with special elections called by the Board, except bond elections.

(e) The County Attorney will give such legal advice and prepare such legal opinions as may be reasonably required by the following bodies, concerning their duties, powers, responsibilities and obligations: (i) the Board; (ii) the Gadsden Planning and Zoning Commission; (iii) the Code Enforcement Board; and (iv) the Gadsden Hospital, Inc. Board.

(f) The County Attorney will prepare such notices, resolutions and other legal documents in connection with the lawful activities of the Gadsden Planning and Zoning Commission and the Code Enforcement Board, as each may need.

(g) The County Attorney will represent the Board or County in connection with acquisition of rights of way and easements, services performed in connection with bond elections, the issuance of bonds or revenue certificates, and in litigation in which the County or the Board is involved.

(h) The County Attorney will prepare all requested documents and respond to all requests in a timely manner.

2. **Compensation.**

The County Attorney shall be compensated for services rendered under the Scope of Services (a)-(g), paid in monthly installments, due upon receipt of the firm's monthly statement at the beginning of each month, as follows:

A monthly installment of \$7,750.00, which will apply to the first 50 hours of legal services provided to the Board by David Weiss, Deborah Minnis, and the Ausley McMullen law firm in each calendar month (but not to include any services provided by Michael Glazer on Gadsden Hospital, Inc. or the hospital or related health care matters, which will be billed separately as set forth below). Any legal services provided to the Board, except routine telephonic and email legal consultation, exceeding 50 hours in a calendar month will be billed based on a discounted hourly rate. The discounted hourly rate for David Weiss and Deborah Minnis will be \$185.00 per hour. The discounted hourly rate for associate work will be \$140.00 per hour. Work performed by other attorneys in the firm will be billed at a discounted rate to be approved by the County Administrator. Work performed by Michael Glazer on Gadsden Hospital, Inc. and hospital and related health care matters will not apply against the monthly installment amount or to the first 50 hours of legal services provided to the Board. All work performed by Michael Glazer will be billed separately at the discounted hourly rate of \$275.00 per hour.

Our statements will include separate charges for photocopying, computerized research, travel, search and filing fees, and the like. Fees and expenses of others (such as consultants, experts and appraisers) generally will not be paid by us, but will be billed by the consultant directly to your attention unless other arrangements are made in writing.

3. **Invoices.**

On or before the 15th day of each month during the term of this Agreement, the County Attorney shall prepare and submit an invoice for such fees, costs, and expenses incurred in providing services during the preceding month. Invoices will include a description of this work performed, time expended during the billing period, time expended on specific tasks, expenses incurred, the amount currently billed, and any prior balances. Invoices shall be submitted to the Gadsden County Administrator.

4. **Term of Agreement.**

The term of this Agreement is for 12 months, beginning on the Effective Date, and may be renewed, extended or modified for two (2) additional 12 month periods only by written agreement executed by both parties.

This Agreement is at will and may be terminated by either party for the convenience of that party upon 30 days written notice to the other party. In such event, the County Attorney shall have a reasonable period within which to complete pending matters, and the Board shall compensate the County Attorney for the services performed during such time at the discounted hourly rates stated herein.

The Board is engaging David Weiss, Deborah Minnis, and the Ausley McMullen law firm to provide legal services as County Attorney in connection with a variety of matters. After completion of our engagement, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the term of this Agreement to provide additional advice on issues arising from the matters, the firm has no continuing obligation to advise you with respect to future legal developments.

5. **Board Responsibilities.**

The Board agrees to cooperate fully with the County Attorney and to provide promptly all information known or available to the Board relevant to the Firm's representation. The Board also agrees to pay the Firm's statements for services and expenses in accordance with the terms stated above.

6. **Conflicts.**

The Board is aware that the Firm represents other clients. It is possible that during the term of the Firm's representation of the Board, some of the Firm's present or future clients will have disputes or transactions with the Board. Absent appropriate consents and waivers, the Firm agrees that it will not represent other clients in matters adverse to the Board. If permitted under the Rules Regulating The Florida Bar and upon the execution of appropriate consents and waivers by other clients, the Firm may represent the Board in matters adverse to other clients if the Board so desires. Notwithstanding, it is agreed that the Firm may represent such other clients in unrelated matters that do not involve the Board as long as such representation is not inconsistent with the Rules Regulating The Florida Bar. In no event shall the Firm use any nonpublic confidential information that has been obtained as a result of the Firm's representation of the Board in any matter that that would disadvantage the Board.

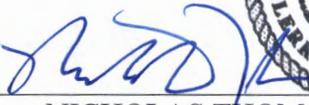
If a conflict arises that requires the Firm to withdraw from representation of the Board and the County must retain alternate counsel to represent the Board in the matter, the Firm will refund any portion of the monthly retainer amount which is not used during that month to defray the cost of alternate conflict counsel. This shall apply in all months that alternate conflict counsel represents the Board.

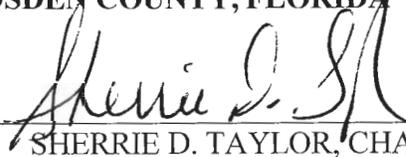
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

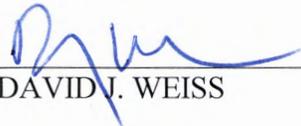


BOARD OF COUNTY COMMISSIONERS OF
GADSDEN COUNTY, FLORIDA

By: 
NICHOLAS THOMAS, CLERK

By: 
SHERRIE D. TAYLOR, CHAIRPERSON

AUSLEY & MCMULLEN, P.A.

By: 
DAVID J. WEISS

EXTENSION OF AGREEMENT FOR LEGAL SERVICES

THIS EXTENSION OF AGREEMENT FOR LEGAL SERVICES, effective as of the 7th day of November, 2017 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and AUSLEY & MCMULLEN, P.A. (the "County Attorney").

WHEREAS, the County has determined that it would be in the best interests of Gadsden County that the County be able to utilize the services of private parties when in the best interests of the County; and

WHEREAS, the County has identified a need for legal services; and

WHEREAS, the County has determined that it would be in the best interests of Gadsden County to contract for these services rather than hiring the necessary personnel to perform the services; and

WHEREAS, in order to secure the most qualified contractor, lowest cost, and best value for these services, the County issued a solicitation for such services; and

WHEREAS, the County Attorney submitted a response to the solicitation; and

WHEREAS, the County determined that it is in the best interests of Gadsden County to contract with the County Attorney to provide such services; and

WHEREAS, the County and the County Attorney entered into an Agreement for Legal Services, effective February 21, 2017 (the "Agreement"); and

WHEREAS, the initial term of the Agreement expires on February 21, 2018; and

WHEREAS, upon the expiration of the initial term, the Agreement may be extended for up to two (2) additional 12 month periods by written agreement signed by both parties; and

WHEREAS, the County and the County Attorney desire to extend the Agreement on the same terms and conditions for an additional term of 12 months, through February 21, 2019.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

The term of the Agreement shall be extended for 12 months, from February 21, 2018 to February 21, 2019.

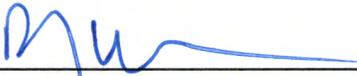
The Agreement is hereby ratified and affirmed in all other respects and remains in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

AUSLEY & MCMULLEN, P.A.



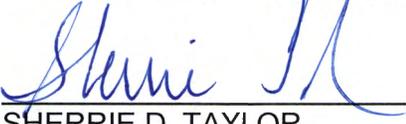

By: David J. Weiss
Its: Shareholder

ATTEST: GADSDEN COUNTY
CLERK OF COURT



NICHOLAS THOMAS

**GADSDEN COUNTY, FLORIDA, a political
subdivision of the State of Florida**



SHERRIE D. TAYLOR
Chairperson, Gadsden County Board of County
Commissioners

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: March 27, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Keith Maddox, EMS Director
Allan Meeks, Facilities and Fleet Manager

Subject: Approval to Lease Four Type 1 Chevy 4500 HD Diesel Frazer Ambulances

Statement of Issue:

This agenda item seeks Board approval of a lease agreement between the Gadsden County Board of County Commissioners and Leasing 2, Inc. for the lease of four Type 1 Chevy 4500 HD Diesel Frazer Ambulances in the amount of \$744,198.26 and authorization for the Chairman to sign all necessary documentation.

Background:

Gadsden County Emergency Services has a fleet of ten EMS units, of which nine are operational. The current fleet age is six to seven years, dependent upon the specific unit, with an average mileage greater than 260,000.

Analysis:

The triad of factors considered during the decision process for fleet replacement are mileage, age and cost. The Industry standard for usable life of an EMS unit is 150,000 to 250,000 miles with an age range of four to six years. Given the current fleet status, projected increased rates of mechanical failures, maintenance cost and age related degradation of intrinsic medical equipment components, it is imperative that we move forward with an EMS unit replacement strategy as to avert an impact to patient care and transport.

Fiscal Impact:

The lease purchase option will reduce the immediate fiscal impact of purchasing the EMS units by distributing the cost over a five-year period.

<i>Principal investment:</i>	\$744,198.26
<i>5 Annual payments:</i>	\$166,885.44
<i>Interest:</i>	\$90,228.94
<i>Total fiscal impact:</i>	\$834,427.20

Options:

1. Approve the lease agreement with Leasing 2, Inc. and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Leasing 2 Agreement Packet
2. Frazer Quote



Leasing 2

March 28, 2019

Sent via Email: kmaddox@gadsdencountyfl.gov

Keith Maddox
EMS Director
Gadsden County Board of County Commissioners

Re: Financing for (4) Frazer Type I Chevy C4500HD Diesel Ambulances

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit A – Resolution of Governing Body Extract of Minutes**
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- Exhibit B – Opinion of Lessee's Counsel**
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- Exhibit C – Certificate as to Arbitrage**
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit D – Description of Equipment**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit E – Payment Schedule**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit F – Acceptance Certificate**
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- Exhibit G – Essential Use/Source of Funds Letter**
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit H – Designation of Bank Qualification**
 - Signed and dated by Lessee's authorized signatory.

- Exhibit I – Notice and Acknowledgement of Assignment**
 - Signed and dated by Lessee’s authorized signatory.
- Insurance Coverage Requirement**
 - Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- Billing Information**
 - Enter all of the requested information.
- Customer Identification Program Organized Entity**
 - Enter all of the requested information.
 - Signed by Lessee’s authorized signatory.
- Escrow Agreement**
 - Signed by Lessee’s authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
 - We will email you this form for signature after the lease is funded.
- Escrow Disbursements**
 - Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: APRIL 19, 2019

Email/fax to:

Donna Womack

dwomack@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

(800) 287-5155

Alternate contact:

Brad Meyers

bmeyers@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 12

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
Gadsden County Board of County Commissioners
10 E. Jefferson Street
Quincy, FL 32351

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of April 16, 2019

This Lease-Purchase Agreement (the "Agreement") dated as of **April 16, 2019** by and between **Leasing 2, Inc.** ("Lessor"), and **Gadsden County Board of County Commissioners** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Intentionally omitted.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor and confirmed by the opinion of counsel for the Lessee, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body. In addition, the intent to make Rental Payments shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Rental Payments or any other amounts under this Agreement. Neither Lessor nor any Assignee may compel the levy of any ad valorem taxes by Lessee to make Rental Payments or any other amounts under this Agreement.

Section 6.07. Termination by Nonappropriation. Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Rental Payments or other amounts due under this Agreement are insufficient therefor, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rental Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor or its Assignee, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with the terms of this Agreement. In the event that Lessee does not return the Equipment to Lessor or its Assignee, Lessor or its Assignee may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

Section 6.08. Late Charges. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Buyer of the use and enjoyment of or title to the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder within 30 days of receipt of written notice of the failure from Lessor, Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) Lessee may pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessee may purchase the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason. Lessor expressly acknowledges and agrees that Lessee is a governmental entity which possesses sovereign immunity rights, and that Lessee does not waive its sovereign immunity rights.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: Gadsden County Board of County Commissioners

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Anthony Viegbesie, Chairman
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: Gadsden County Board of County Commissioners

DATE OF AGREEMENT: April 16, 2019

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **Gadsden County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **April 16, 2019** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment, subject to its sovereign immunity rights.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

In rendering the forgoing opinion, I have assumed the accuracy of, made no independent verification of, and have relied upon, the Agreement and the proceedings taken by Lessee to authorize and execute the Agreement.

I have not examined or investigated any documents or matters except as set forth in the preceding paragraphs. I render the opinion as a member of the Bar of the State of Florida and express no opinion as to federal law or to the laws of any jurisdiction other than the laws of the State of Florida. My opinion is limited to those matters expressly set forth in this letter. My opinion has been prepared and is to be construed in accordance with the Report on Standards for Florida Opinions dated September 4, 1998 issued by the Business Law Section of the Florida Bar (the "Report"). The Report is incorporated by reference into this opinion letter.

In rendering my opinion, we have relied on the presumption of regularity and continuity as the basis for concluding that all steps in the chain of the election of the Chairperson and Commissioners presently in office for Lessee have been properly taken. This opinion letter assumes Florida law governs the Agreement.

My opinion concerning the validity, binding effect, and enforceability of the Agreement means that: (a) the Agreement constitutes an effective contract under Florida law, (b) the Agreement is not invalid in its entirety because of a specific statutory prohibition or public policy and is not subject it in its entirety to a contractual defense, and (c) subject to the remainder of this Paragraph, some remedy is available if Lessee is in material default of the Agreement. This opinion does not mean that: (a) any particular remedy is available upon material default; or (b) every provision of the Agreement will be upheld or enforced in any or each circumstance by a court. Furthermore, the validity, binding effect, and enforceability of the Agreement, notwithstanding any contrary language contained therein (including, without limitation, any language asserting that bankruptcy does not affect the validity or enforceability of obligations), may be limited or otherwise affected by: (a) Nonappropriation; (b) bankruptcy, insolvency, moratorium, fraudulent conveyance, or other similar statutes, rules, regulations, or other laws affecting the enforcement of creditors' rights and remedies generally; and (c) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability, or good faith. Any provision(s) in the Agreement asserting that bankruptcy does not affect the validity or enforceability of any obligations thereunder may not be enforceable under Florida law.

This opinion is furnished to the addressee and is rendered solely in connection with the Agreement. This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement, but only with regard to matters specifically set forth herein.

The opinion expressed shall be effective as of April 16, 2019. I do not assume any responsibility for updating my opinion as of any date subsequent to such date, and assume no responsibility for advising the addressee of any changes with respect to any matters described in this letter that may occur subsequent to April 16, 2019, whether such changes result from events occurring subsequent to such date or from the discovery subsequent to such date of factual information not previously known to us pertaining to events occurring prior to such date. I expressly disclaim any duty to update this opinion letter in the future if there are any changes in the relevant facts or law that may change or otherwise affect the opinion expressed herein.

Sincerely,

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Anthony Viegbesie**, hereby certify that I am duly qualified and acting **Chairman**, of **Gadsden County Board of County Commissioners** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **April 16, 2019** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the lease and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$744,198.26**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$744,198.26**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will, subject to nonappropriation as set forth in the Agreement, obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **Gadsden County Board of County Commissioners**

By: _____
Anthony Viegbesie

Title: _____
Chairman

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

- (4) Frazer Type I Chevy C4500HD Diesel Ambulances, VIN:** 1) _____
2) _____
3) _____
4) _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

_____ 23186 Blue Star Highway _____
_____ Quincy, FL 32351 _____

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Gadsden County Board of County Commissioners**

By: _____
Anthony Viegbesie

Title: _____
Chairman

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Gadsden County Board of County Commissioners
LEASE AMOUNT: \$744,198.26
COMMENCEMENT DATE: 4/16/2019
INTEREST RATE: 3.94%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	4/16/2020	\$166,885.44	\$29,321.41	\$137,564.03	\$624,739.16
2	4/16/2021	\$166,885.44	\$23,901.39	\$142,984.05	\$475,676.72
3	4/16/2022	\$166,885.44	\$18,267.82	\$148,617.62	\$321,963.54
4	4/16/2023	\$166,885.44	\$12,412.28	\$154,473.16	\$163,454.50
5	4/16/2024	\$166,885.44	\$6,326.04	\$160,559.40	\$0.00
Grand Totals		\$834,427.20	\$90,228.94	\$744,198.26	

LESSEE: Gadsden County Board of County Commissioners

By: _____
 Anthony Viegbesie

Title: _____
 Chairman

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **April 16, 2019**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Gadsden County Board of County Commissioners**

By: _____
Anthony Viegbesie

Title: _____
Chairman

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **April 16, 2019.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **April 16, 2019**, between **Leasing 2, Inc.** and **Gadsden County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Anthony Viegbesie, Chairman

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **April 16, 2019**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Gadsden County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Gadsden County Board of County Commissioners**

By: _____
Anthony Viegbesie

Title: _____
Chairman

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Gadsden County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **April 16, 2019**, between **Leasing 2, Inc.** ("Lessor") and **Gadsden County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Gadsden County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Leasing, LLC** or its Assignee.

Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612

LESSEE: **Gadsden County Board of County Commissioners**

By: _____
Anthony Viegbesie

Title: _____
Chairman

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Gadsden County Board of County Commissioners**
10 E. Jefferson Street
Quincy, FL 32351

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Anthony Viegbesie

Title: _____
Chairman

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: _____ (4) Frazer Type I Chevy C4500HD Diesel Ambulances _____

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Gadsden County Board of County Commissioners**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000616

Business Structure (check one): City Government: _____ County Government: _____ Tax District: _____ Corporation: _____
Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Gadsden County Board of County Commissioners

By: _____
Anthony Viegbesie

Its: _____
Chairman

Internal Escrow Letter

April 16, 2019

Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612

Re: Lease Purchase Agreement dated **April 16, 2019** (the "Lease") by and between: **Gadsden County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Leasing, LLC ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing **(4) Frazer Type I Chevy C4500HD Diesel Ambulances** (the "Equipment") in the amount of **\$744,198.26** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$744,198.26** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **Gadsden County Board of County Commissioners**

By: _____
Anthony Viegbesie

Title: _____
Chairman

Date: _____

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 2, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Jeff Price, Senior Budget Analyst
Keith Maddox, EMS Director

Subject: Gadsden County Emergency Services Budget Amendment

Statement of Issue:

Gadsden County Emergency Services (GCES) is seeking Board approval for a budget amendment as to acquire items needed for medical operations.

Background:

Gadsden County Emergency Services has budgeted \$200,000.00 in the 2018/2019 fiscal year for the lease/acquisition of ambulances. Second to uncontrollable factors, the EMS units will likely not arrive prior to the start of the 2019/2020 fiscal year with the initial lease payment not due until April of 2020. GCES is requesting a portion of this money be allocated for the following:

1. \$7,500.00 for retrofitting 5 Stryker power stretchers with state and federally required updated stretcher retention systems mandated for the new EMS units
2. \$10,300.00 for the purchase of 6 video laryngoscopy systems to improve patient safety and intubation success rates (placing a patient on a ventilator)

Analysis:

- Retrofitting the EMS stretchers will be necessary for the current cots to be able to operate with the state and federally mandated retention system that will exist in the new EMS units
- Video assisted intubation improves the success rate of placing tubes to breathe for patients, especially in patients with major injuries or unusual anatomy. This system will improve success rates and patient safety

Fiscal Impact:

The fiscal impact will total \$17,800.00.

Options:

1. Approve the budget amendment for EMS
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

Budget Amendment

Date: 4/16/2019
 Fiscal Year: FY2019
 Fund: 114- ems
 Agenda Item: Recognize donations

Intra-departmental
 BOCC Motion
 BOCC Resolution
 BOCC Public Hearing

					Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>		<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
#1	Subtotal				0	0	

					Expenditure		
<u>Fund</u>	<u>Division</u>	<u>Div. #</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
142		0144	56400	Machinery & Equipment Stretchers	-	7,500	7,500
142		0144	56400	Machinery & Equipment Laryngoscopy	-	10,300	10,300
142		0144	56403	Vehicles	200,000	(17,800)	182,200
#2	Subtotal				200,000	0.00	200,000.00
#3	Balancing (Subtotal Line #1 Less Subtotal Line 2)					0	

Notes

To reallocate capital expenditures

Approved By:
 Budget Office _____
 County Administrator _____

Posting
 Finance Director _____
 Date _____

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 1, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Keith Maddox, EMS Director

Subject: Approval of Resolution Recognizing Gadsden County Emergency Services as a Professional Fire/Rescue department

Statement of Issue:

This agenda item seeks Board approval and recognition of Gadsden County Emergency Medical Services as a professional department that provides emergency medical services and fire/rescue services within Gadsden County, Florida.

Background:

As stated in the FY2018/19 Budget Meetings, transitioning to a Fire Safety Department address the lack of fire volunteers and address the EMS budget deficit. There are currently 10 volunteer and two paid fire departments within Gadsden County, (City of Quincy and the Florida State Hospital). The volunteer departments within the county work diligently to provide fire and rescue coverage to the citizens of the community but collectively they face many challenges. These challenges include, but are not limited to, lack of man power and training.

There are two levels of firefighter certification (fire 1 and 2) with fire one encompassing mostly theory and minimal skills and fire two being 192 hours heavily focused on practical skills and operations. Volunteers are required to hold a fire one certification and career services require both levels of training. To this end, the County struggles to have adequate volunteers during the 8 a.m.-5p.m. time period and/or coverage for all County communities.

Analysis:

Gadsden County Emergency Services currently has twenty (20) full-time dual certified (Fire 1 & 2) paramedics and Emergency Medical Technicians on staff. This resolution will allow for Gadsden Emergency Services to complete the process of becoming an Administrative Fire Service with the Florida Fire Marshalls Office and allow the

department to make future plans to supplement the volunteer agencies within Gadsden County in respect to manpower, training, operations and coordination of efforts and resources.

Fiscal Impact:

None

Options:

1. Approve Resolution 2019-015 and authorize the Chairman to execute all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Approved EMS Fix Slide from FY2018/19 Budget Meeting
2. Resolution No. 2019-015

THE EMS FIX

Current Model

- Billing In-House
- Own/Maintain 10 ambulances
- 40% of calls are no-pay dry runs
- EMS staff code services for billing
- Advertise positions, as needed
- All ambulances are ALS certified



Proposed Model

- Outsource Billing ✓
- Lease 4 New ambulances & Sell 4 Old ambulances ✓
- Charge for Treat & Release services on dry runs ✓
- EMS staff trained to code for all services/medications provided ✓
- Advertise positions as a pool (limits overtime) ✓
- Dual-certify 2 ambulances (EMT & paramedic) ✓
- Allocate a portion of the Small County Surtax ✓
- Increase Salaries (decreases overtime) ✓
- Transition to Fire Rescue ✗



RESOLUTION NO. 2019-015

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, RECOGNIZING GADSDEN EMERGENCY MEDICAL SERVICES AS A DEPARTMENT THAT PROVIDES EMERGENCY MEDICAL SERVICES AND FIRE-RESCUE SERVICES IN GADSDEN COUNTY, FLORIDA.

WHEREAS, fire and rescue services are fundamental to the health, safety, and welfare of Gadsden County's citizens; and

WHEREAS, the Gadsden County Emergency Medical Services is a department that provides Emergency Medical Services and Fire-Rescue Services in Gadsden County; and

WHEREAS, the Gadsden County Board of County Commissioners supports Gadsden County Emergency Medical Services' efforts to provide Emergency Medical Services and Fire and Rescue Services in Gadsden County.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA hereby recognizes Gadsden County Emergency Medical Service as a department that provides Emergency Medical Services and Fire-Rescue Services in Gadsden County, Florida.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, this 2nd day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

ANTHONY O. VIEGBESIE, Chairperson

ATTEST:

NICHOLAS THOMAS,
Clerk of the Circuit Court

Board of County Commissioners Agenda Request

Date of Meeting: April 2, 2019
Date Submitted: March 19, 2019
To: Honorable Chairman and Members of the Board
From: Dee Jackson, County Administrator
Subject: Consideration of acquiring the W.A. Woodham Building from Tallahassee Community College

Statement of Issue:

This agenda item is presented to the Board for consideration of acquiring the W.A. Woodham Building in Quincy from Tallahassee Community College (TCC), and authorization for the County Administrator and County Attorney to negotiate the terms.

Background:

The County has a lease agreement with TCC for the W.A. Woodham Building through 2049 at \$1 per year. Over the years, TCC has stated their desire to dispose of that property rather than continuing the current lease agreement.

Analysis:

The Board has been advised by staff for years of the need for extensive repairs to W.A. Woodham building. Hurricane Michael caused more damage to the building and staff believes that between the insurance company payment and possible FEMA reimbursements, that the needed repairs could be paid for entirely.

Fiscal Impact:

If the insurance company payments and possible FEMA reimbursements come through as expected, there should be no additional fiscal impact.

Options:

1. Board direction

County Administrator's Recommendation:

- Option 1.

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 3, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator

Subject: Approval of the Amendment to Agreement No. T1710 Required by Department of Environmental Protection for the Extension of the Grant Agreement for the East Gadsden Park and Multipurpose Complex at St. Hebron

Statement of Issue:

This agenda item seeks Board approval of the Amendment No. 1 to Agreement No. T1710 between Florida Department of Environmental Protection, (FDEP) and the Gadsden County Board of County Commissioners, and authorize the Chairman to sign all related documents.

Background:

The County entered into an Agreement with FDEP for St. Hebron Park, Project No. T1710 on January 16, 2018 for the construction of a paved multi-use trail to include a wooden boardwalk and footbridge over wetland areas, a trailhead kiosk with informational signage, parking, composting restroom facilities, and solar powered security lighting. The original completion date was January 15, 2020.

Analysis:

The amendment will extend the agreement for a one-calendar year period to begin January 16, 2020 and remain in effect until January 15, 2021. The Department and the County shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

Fiscal Impact:

There is no fiscal impact; this Amendment will have no fiscal impact to the original Agreement.

Options:

1. Approve Amendment No.1 to Agreement No. T1710 with FDEP and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Amendment No. 1 to Agreement No. T1710

**AMENDMENT NO. 1
TO AGREEMENT NO. T1710
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. T1710 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Gadsden County Board of County Commissioners, 9-B Jefferson Street, Quincy, Florida 32351 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the construction of a 10' X 1 mile (+/- 10%) paved multi-use trail to include wooden boardwalk and footbridge over wetland areas, a trailhead kiosk with informational signage, parking, composting restroom facilities, and solar powered security lighting effective January 16, 2018; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein to extend the grant period to January 15, 2021.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a one-calendar year period to begin January 16, 2020 and remain in effect until January 15, 2021. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) Attachment A, Project Work Plan, is hereby deleted in its entirety and replaced with Attachment A-1, Revised Project Work Plan, as attached to this Amendment. All references in the Agreement to Attachment A shall hereinafter refer to Attachment A-1, Revised Project Work Plan.
- 3) The following provision hereby replaces Section 34 of the Agreement:
Scrutinized Companies.
 - A. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - B. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Gadsden County Board of County Commissioners

**Florida Department of
Environmental Protection**

By: _____

By: _____

Title: _____

Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-1	Revised Project Work Plan – (3 pages)

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

ATTACHMENT A-1
REVISED PROJECT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)
 Project Name: St. Hebron Park "Walk and Bike Trail"
 Grantee Name: Gadsden County Board of County Commissioners
 RTP Project # T17010

SUMMARY: The Grantee will complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) defined in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the RTP Advisory Committee's Priority List for FY2017-18 is considered a significant change, must be pre-approved by the Department, and requires a formal Amendment to this Agreement. All work must be completed in accordance with laws, rules, and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to issuance of a Notice to Proceed, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Department will designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62S-2.075(7)(e), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project being designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The project is located at 2162 Fantana Trail, Quincy, FL and is a Nonmotorized Single Use.

BUDGET: Reimbursement for allowable costs for the Project may not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services as set forth in subsection 62S-2.071(4), F.A.C. Grantee shall maintain an accounting system that meets generally accepted accounting principles and will maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved RTP Application. A detailed Project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the Notice to Proceed. All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 200,000.00
Required Grantee Match Amount:	\$ 200,000.00
Total Estimated Project Cost:	\$ 400,000.00
Match Ratio:	50:50

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1	DELIVERABLE 1		
I.A. Development of Commencement Documentation Checklist (OGT-11) ¹ .	The Department will issue Notice to Proceed upon receipt and approval of:	180 calendar days after Execution of Amendment ³	The Department will terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<p>I.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>I.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (OGT-11).</p> <p>I.B. Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below.</p> <p>The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.</p>	
<p>TASK 2</p> <p>2.A. Development of Project Elements, including: Construction of a 10' X 1 mile (+/- 10%) paved multi-use trail to include wooden boardwalk and footbridge over wetland areas, a trailhead kiosk with informational signage, parking, composting restroom facilities, and solar powered security lighting.</p> <p>2.B. Development of Completion of Documentation Checklist (OGT-13).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Project Completion Documentation Checklist (OGT-13).</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful completion of construction and/or development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department.</p>	<p>Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date³ November 16, 2020</p>
		<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Project Deliverables, the Grantee may submit a **single payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. RTP documentation is available at <https://floridadep.gov/oo/land-and-recreation-grants/content/recreational-trails-program> and/or, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
2. Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by the Department within 12 months of the Project Agreement execution.
3. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: March 25, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Sonya Burns, Housing Program Coordinator
Andy Easton, Andy Easton and Associates

Subject: CDBG Housing Rehabilitation– Bid Awards and Recommendations

Statement of Issue:

This agenda item seeks Board approval to award Bids 19-05 for the CDBG Housing Rehabilitation project to the selected Contractor's and authorization for Chairperson to execute all necessary documents.

Background:

Gadsden County Community Development was awarded a Small Cities Community Development Grant (CDBG) for Housing Rehabilitation for the FY 2015 funding cycle to rehabilitate (12) dwellings in the unincorporated area of the County. The County Housing Department desires to contract with the selected Contractors to perform rehabilitation services.

Analysis:

Andy Easton and Associates, CDBG Administration Consultant, along with staff solicited sealed bids on February 14, 2019, with a mandatory Pre-Bid Conference and Walk-through on February 21, 2019. The bids were received until March 1, 2019. Bids were received and reviewed from the following Construction Companies/Contractors:

1. John Johnson, Certified Roofing and Construction, Inc.
2. Ben & Debbie Herring, Florida Homes, Inc.
3. Auburn Ford, Ford Consultants, Construction & Associates, LLC.
4. Michael Francis, M Franz Construction
5. Richard Lockwood, Lockwood Construction
6. Cedric Banks, C V Construction
7. Curtis Lewis, Vision Builders
8. David Thomas, Chief Cornerstone Inc.

Fiscal Impact:

The Contractor's will be compensated from the grant received from the Department of Economic Opportunity (CDBG) and State Housing Initiative Partnership (SHIP) programs.

Options:

1. Approve and Award Bids 19-05 selections for the Community Development Block Grant Housing Rehabilitation project and authorize the BOCC Chairperson/Director of Planning and Community Development to execute all necessary bid documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Bid 19-05
2. Bid 19-05 Results
3. CDBG Pre-Bid Conference Documentation
4. CDBG Walk-Through Documentation
5. Bid Award Recommendation from Andy Easton & Associates & Gov't Services Group (GSG)
6. Contractor Applications and Documentation

Gadsden County Board of County Commissioners
HOUSING REHABILITATION PROGRAM
NOTICE TO BIDDERS

This notice is advertised in the Gadsden County Times on February 14, 2019

A. NOTICE TO BIDDERS:

Sealed bids will be received until 11 a.m. on the 1st day of **March 2019**, for the rehabilitation of two (2) and the demolition/replacement of three (3) homes in the Community Development Block Grant (CDBG) program.

B. General Instructions to Bidders:

1. Quotations:
 - a. All prices shall include all labor, supervision, materials, equipment and services necessary to do a workman like job.
 - b. Only firm bids will be accepted. Only one (1) bid may be submitted for each house.
 - c. Bids prices must be itemized on the submitted bid form or the bid will be rejected.
2. Insurance: Before any bid can be accepted, a Certificate of Insurance must be attached to this bid. The Certificate must list the Local Government, as a party to be notified ten (10) days before cancellation or expiration of the policy.
3. Legal Compliance: The bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility for compliance with all said laws, ordinances, rules and regulations.
4. Right of Rejection: The owner, in cooperation with the Local Government, reserves the right to reject any one bid or all bids, to waive any informality in any bid, and to award the bid in the best interest of the Local Government and the Owner.
5. Pre-Bid Conference: Bidders or their representatives are **required** to attend an on-site meeting. Failure to attend the meeting will result in automatic bid rejection, unless a waiver is approved by the Local Government.

NOTICE TO BIDDERS

The MANDATORY on-site meeting for this job will be held:

Date: February 21, 2019 Time: 11:00 am

Page 2

Start Location Gadsden County Commission Chambers
9 – B East Jefferson St. – Quincy, Florida

6. Bids Submitted: Address all bids to Gadsden County – CDBG Housing Rehabilitation Program. The bids shall be enclosed in a sealed envelope bearing the markings "CDBG SEALED BIDS" and *Not to Be Opened* until 11:00 a.m. March 1, 2019.

If hand delivering bids the address is:

Sonya Burns
Gadsden County Board of County Commissioners
5- B East Jefferson St, Quincy, FL 32353

If mailing bids the address is:

Shelia Faircloth
Gadsden County Board of County Commissioners
P.O. Box 1799, Quincy, FL 32353

7. No contractor or subcontractor may participate in this work if ineligible to receive federal or state funded contracts.
8. No contractor will be issued more than two (2) Local Government funded contracts simultaneously, unless ability to perform is proven. Three (3) contracts is the maximum for any contractor. Contractors that have not previously completed any work for any Government Services Group CDBG or SHIP programs will be limited to one (1) contract until ability to perform is proven.
9. Federal equal opportunity, civil rights, lead based paint, Section 3 requirements, and record retention requirements are applicable to work performed on this job. MBE and WBE participation is encouraged.
10. Financing of the work will be provided, in whole or in part by the Housing Rehabilitation Program. The Local Government will act as agent for the owner in preparing contract documents, inspecting, and issuing payments. However, the contract will be between the owner and contractor. Bids, work performed, and payments must be approved by the owner and the agent. Payments will be significantly delayed due to Program Rules/Conditions.

Jay Moseley
Housing Rehabilitation Specialist

February 14, 2019
Date

BID REPORT

Bid No. 19-05

Housing Rehab Program

DATE: 3-1-2019

TIME: 11:00 am

PRESENT: Shelia Faircloth, MSD
Jeff Price, OMB
Jay Mosley, G. S. G.
Andy Easton, A E A
Sonya Burns, CDA
David Thomas, Contractor
Mike Frances, Contractor
Richard Lockwood, Contractor
Auburn Ford, Contractor
Suzanne Lex, Planning and Comm. Dev.

The following vendors responded to our solicitation for the Barack Obama Blvd.
Roundabout Project

Vendor

Bid Amount

See the attached bid tabulation form.

The proposals will be reviewed and a recommendation for award will be made to the Board. The Board will award this to the company that best meets the requirements of the specifications in the bid.

The meeting adjourned at 11:25 a.m.

**Gadsden County Board of
County Commissioners
Management Services Department**

3-1-2019

Sign In Sheet

Bid Name: Housing Rehab Program
 Bid No.: 19-05
 Date: 3-1-2019 @ 11:00 AM

Name	Company/Title	Phone or Email
Shelia Faircloth	MSD	
Jeff Price	OMB	
JAY Moseley	G. S. G.	352-381-1975
Andy EASTON	AEA	850 445 7829
Sonya D. Burns	BOCC	(850) 875-8659
DAVID THOMAS	GC	850-893-1787
Mike Francis	MFI Pres.	(850) 529-5225
Richard Hockward		850-508-1333
AUBURN FOND	FAA LLC	850 556-1931
SUZANNE LEY		850-875-7591

GADSDEN COUNTY CDBG BID TABULATION

FRIDAY - March 1, 2019

Contractor	Maxie Moore	Shirley Robinson	Betty Lawson	William Thompson	Louise Kelly
Florida Homes, Inc.	\$ 104,989.00	\$ -42,853.00	\$ 53,317.00	\$ 79,948.00	\$ 103,987.00
Certified Roofing and Construction, Inc.	\$ 100,200.00	\$ -40,725.00	\$ 58,670.00	\$ 83,200.00	\$ 106,450.00
Chief Cornerstone Construction, Inc.	\$ 110,090.00	\$ -42,850.00	No Bid	\$ 88,000.00	\$ 130,000.00
CV Construction, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
M. Franz Enterprises, Inc.	No Bid	No Bid	No Bid	\$ 92,750.00	\$ 109,800.00
Lockwood Construction, Inc.	\$ 137,020.00	No Bid	No Bid	\$ 127,600.00	\$ 145,920.00
Ford Construction, Inc.	\$ 73,000.00	\$ 33,160.00	\$ 32,550.00	\$ 67,000.00	\$ 87,000.00
Vision Builder	No Bid	No Bid	No Bid	No Bid	No Bid
Government Services Group - Estimate	\$86,000 \$92,932	\$41,300 \$44,604	\$47,600 \$51,408	\$78,500 \$82,438	\$86,000 \$92,932
15% Above Estimate	\$98,900 \$106,871	\$47,495 \$51,295	\$54,740 \$59,119	\$90,275 \$94,805	\$98,900 \$106,871
15% Below Estimate	\$73,100 \$78,992	\$35,105 \$37,913	\$40,460 \$43,697	\$66,725 \$70,072	\$73,100 \$78,992
Recommended Contractor	Certified Roofing	Certified Roofing	Florida Homes	Florida Homes	Florida Homes

Opened By: _____

Witnessed by: _____

Bid Opening:

Signature

Signature

Friday, March 1, 2019

Job Price

Sheila Faircloth

Note: The estimates have been revised upwards to reflect current price increases due to Hurricane Michael in October. The new estimates are noted on the right above.

GADSDEN COUNTY CDBG BID TABULATION

FRIDAY - March 1, 2019

Contractor	Maxie Moore	Shirley Robinson	Betty Lawson	William Thompson	Lonnie Kelly
Florida Homes, Inc.	\$ 104,989.00	\$ 42,883.00	\$ 53,317.00	\$ 79,948.00	\$ 103,987.00
Certified Roofing and Construction, Inc.	\$ 100,200.00	\$ 40,725.00	\$ 58,670.00	\$ 83,200.00	\$ 106,450.00
Chief Cornerstone Construction, Inc.	\$ 110,000.00	\$ 42,850.00	No Bid	\$ 88,000.00	\$ 130,000.00
CV Construction, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
M. Franz Enterprises, Inc.	No Bid	No Bid	No Bid	\$ 92,750.00	\$ 109,800.00
Lockwood Construction, Inc.	\$ 137,070.00	No Bid	No Bid	\$ 127,600.00	\$ 145,920.00
Ford Construction, Inc.	\$ 73,000.00	\$ 33,100.00	\$ 32,550.00	\$ 67,000.00	\$ 87,000.00
Vision Builder	No Bid	No Bid	No Bid	No Bid	No Bid
Government Services Group - Estimate	\$86,000	\$41,300	\$47,600	\$78,500	\$86,000
15% Above Estimate	\$98,900	\$47,495	\$54,740	\$90,275	\$98,900
15% Below Estimate	\$73,100	\$35,105	\$40,460	\$66,725	\$73,100
Recommended Contractor					

Opened By: 

Signature

Bid Opening:
Friday, March 1, 2019

Jeff Price

Witnessed by:



Signature

Sheila Faircloth

FRIDAY - March 1, 2019

Contractor	Maele Moore	Shirley Robinson	Betsy Lawson	William Thompson	Lonnie Kaly
Florida Homes, Inc.	\$ 104,989.00	\$ 42,883.00	\$ 53,317.00	\$ 79,948.00	\$ 103,987.00
Certified Roofing and Construction, Inc.	\$ 100,200.00	\$ 40,725.00	\$ 58,670.00	\$ 83,200.00	\$ 106,450.00
Chief Cornerstone Construction, Inc.	\$ 110,000.00	\$ 42,850.00	No Bid	\$ 88,000.00	\$ 130,000.00
CV Construction, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
M. Franz Enterprises, Inc.	No Bid	No Bid	No Bid	\$ 92,750.00	\$ 109,800.00
Lockwood Construction, Inc.	\$ 137,070.00	No Bid	No Bid	\$ 127,600.00	\$ 145,920.00
Ford Construction, Inc.	\$ 73,000.00	\$ 33,100.00	\$ 32,550.00	\$ 67,000.00	\$ 87,000.00
Vision Builder	No Bid	No Bid	No Bid	No Bid	No Bid
Government Services Group - Estimate	\$86,000	\$41,300	\$47,600	\$78,500	\$86,000
15% Above Estimate	\$98,900	\$47,495	\$54,740	\$90,275	\$98,900
15% Below Estimate	\$73,100	\$35,105	\$40,460	\$66,725	\$73,100
Recommended Contractor					

Opened By:  Signature

Bid Opening:
Friday, March 1, 2019

Jeff Price

Witnessed by:  Signature

Sheila Faircloth



Gadsden County Board of County Commissioners
 HOUSING REHABILITATION PROGRAM
 Bid No. 19-054

Pre-Bid Conference
County Administrator Conference Room 11:00a.m
Attendance Log

Name	Company Name
1. <u>Bin HERRING / Debbie Herring</u>	<u>FLA. Homes Inc Pk</u>
2. <u>Tony Johnson</u>	<u>Certified Roofing & Const.</u>
3. <u>DAVID Thomas</u>	<u>Chief Cornerstone</u>
4. <u>Cedric S. Bent</u>	<u>CV Const</u>
5. <u>Mike Franco</u>	<u>M Franco Enterprise Inc</u>
6. <u>Andy Eston</u>	<u>AEA - grant Adm</u>
7. <u>Lockwood</u>	<u>Lockwood Construction</u>
8. <u>AUBURN FORD</u>	<u>FORD Construction</u>
9. <u>Curtis Lewis</u>	<u>Vision Builder</u>
10. _____	
11. _____	
12. _____	
13. _____	
14. _____	
15. _____	

Staff: Sonya Burns, Housing Coordinator
Suzanne Lex, Director of Growth Management

Gadsden County
Sign in at Walkthrough for CDBG
February 21, 2019

Print Name: Tony Johnson
Company: Certified Roofing & Const.
Phone: 352-665-0582
Signature: Tony Johnson

Print Name: Bill HARRING / Debbie Henry
Company: FLA. Homes Inc 2/c
Phone: 386 418 4663
Signature: Bill Haring

Print Name: DAVID THOMAS
Company: Chief Cornerstone
Phone: 850-893-1783
Signature: David Thomas

Print Name: Cedric S. Bank
Company: CV Const
Phone: 850-933-2660
Signature: Cedric S. Bank

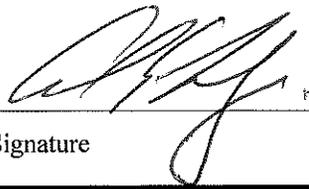
Print Name: Michael Franco
Company: M Franz Enterprises
Phone: (850) 509-5225
Signature: Michael Franco

Print Name: Andy EASTON
Company: Andy Easton + Assoc.
Phone: 850-445-7829
Signature: Andy Easton

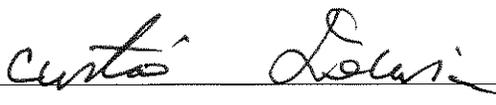
Print Name: Lockwood Construction
Company: LOCKWOOD CONSTRUCTION
Phone: 508 1333
Signature: Lockwood

Gadsden County
Sign in at Walkthrough for CDBG
February 21, 2019

Print Name: AUBIN FORD
Company: FEA LLC
Phone: 556-1931


Signature

Print Name: Curtis Lewis
Company: Vision Builder
Phone: 850 381


Signature

Print Name: _____
Company: _____
Phone: _____

Signature

Print Name: _____
Company: _____
Phone: _____

Signature

Print Name: _____
Company: _____
Phone: _____

Signature

Print Name: _____
Company: _____
Phone: _____

Signature

Print Name: _____
Company: _____
Phone: _____

Signature



MEMORANDUM

TO: Gadsden County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant 

SUBJECT: Bid Award Recommendations

DATE: May 3, 2018

BID AWARD

On March 1, 2019 sealed bids were received and opened for five houses in the Gadsden County CDBG Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a public meeting with staff, consultants (GSG, and Andy Easton), and contractors. These bids were reviewed and recommendations are made in accordance with the adopted Housing Assistance Plan.

BID ESTIMATES

The original bid estimates for these houses were done in May of 2018 as part of the environmental review. We notified all the contractors at the bid opening meeting that the estimates would have to be revised to reflect current prices of recent bids after the landfall of Hurricane Michael in October. We have received bids for five houses in Taylor County, and four houses in Wakulla County since October and have used actual prices received for the same or similar houses. Prices were adjusted approximately 8% upward to reflect current price changes. The original estimates and the revised estimates are both noted on the bid tab attached.

CONTRACTOR APPLICATION REVIEW

Contractor applications were requested and received from four of the contractors and we received completed applications from three of them. Applications were received from Certified Roofing and Construction, Inc., Florida Homes, Inc. and Ford Consultants, Construction & Associates, LLC. The applications were reviewed, and we have approved Certified Roofing and Construction, Inc. and Florida Homes, Inc. as acceptable to participate. The contractors were reviewed for current license, insurance, debarment, and client comments/recommendations. The application from Ford Consultants, Construction & Associates, LLC was found to be unacceptable due to bad recommendations from two recent clients, and one subcontractor. We also determined that the final client address of 226 Monroe Creek Drive in Midway was constructed by Shreeganeshayam, Inc. noted as the owner on the Notice of Commencement. The applications are attached

for your review. It was also noted, on the bids received from Ford Consultants for Moore, Thompson and Kelly, the items were not cost itemized in the space provided for each line item. The bid documents include the following language:

All items must be cost itemized in the space provided, each page of the Work Write-Up, signed by the contractor and received before deadline or the bid will be rejected.

BID RECOMMENDATIONS

The applicants, recommended bidders and the amount for these houses are listed below:

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Maxie Moore	Certified Roofing and Construction, Inc.	\$100,200*
Shirley Robinson	Certified Roofing and Construction, Inc.	\$40,725
Betty Lawson	Florida Homes, Inc.	\$53,317
William Thompson	Florida Homes, Inc.	\$79,948
Lonnie Kelly	Florida Homes, Inc.	\$103,987**

*Recommended Action # 1: Motion to exceed the arbitrary HAP limit of \$85,000 for a three-bedroom house for the Maxie Moore house.

**Recommended Action # 2: Motion to exceed the arbitrary HAP limit of \$90,000 for a four-bedroom house for the Lonnie Kelly house.

Recommended Action # 3: Motion to award the bids as noted.

Attachments:

Contractor Applications

Bid Tabulation with Recommendations



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

Water, Wastewater and
Utility Management

Special Assessment
and Support

Financial Management
Consulting

Information
Management

Grants Management
Services

CONTRACTOR APPLICATION REVIEW

Date Received - March 7, 2019

Name – Johnson and Johnson Roofing, Inc. DBA Certified Roofing and Construction, Inc.

Verified Application Complete – Yes

Verified License Valid – Yes, Listed Complaints, None.

Verified Minimum of 3 Recent References – Yes, no complaints reported, file includes various letters of recommendation and previous community CDBG/SHIP program work.

Insurance Valid – Yes

PE Crimes Statement – Yes

Debarment Certification – Yes

Section 3 Forms – Yes, Not Section 3 Eligible

Verified SAM – Yes, no listing as being debarred

Bids Reviewed – Yes, no noted bid violations or math errors.

Bid Recommendation – Maxie Moore, Shirley Robinson

**HOUSING REHABILITATION PROGRAM
APPLICATION FOR CONTRACTOR CERTIFICATION**

Print Clearly or Type

A.

Company Name Johnson Johnson Roofing Inc dba Certified Roofing Construction
 Owners Name Charlotte Johnson Pres
 Lead Contractors Name Tony Johnson
 Title VP
 Full Business Address (incl. Zip) 3717 SW 298th St Newberry FL 32669
 Full Mailing Address if different PO Box 1673 Newberry Florida 32669
 License Number (s) OBC 1252541 CCC057237
 Federal ID or Social Security Numbers 59-3484104
 Fax Number NA
 Primary Phone Number 352-472-7663
 Alternate Phone Number 352-665-8553
 Email Address Certified687@gmail.com
 Website Address NI
 Owners Residential Address (incl. zip) 3717 SW 298th St Newberry FL 32669

Check One
 Cell Office Home
 Cell Office Home

B.

Business is Sole Proprietorship Partnership LLC Incorporated
 Corporation in the State of FL Minority Business (include certificate)

1.

Owners Full Name

Owner Full Address

2.

Owners Full Name

Owner Full Address

1.

Officers Name and Title

Full Address

2.

Officers Full Name and Title

Full Address

C. Lead Base Paint

Have you completed the Lead Safe Practices course? Yes No

Date Class Taken 10/6/14

Certificate Received Yes

Name on Certificate Received Charlotte Johnson

Insurances (Submit copies with application)

Please include copy of current insurances and worker's comp coverage or exemption with application. Insurance requirements are as follows:

The successful Bidder shall obtain and maintain the following policies:

1. Workers' Compensation insurance as required by the State of Florida.

2. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage, if applicable.

3. Automobile Liability coverage must be afforded including coverage for all Owned vehicles, Hired, and None-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident, if applicable.

4. Commercial General Liability coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense as applicable or as otherwise dictated under the CDBG program.

5. Bidder shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of subcontractor if so required by County during the term of the Contract entered into by the successful Bidder and the County. County will not pay for increased limits of insurance for subcontractors.

6. Bidder shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The insurance certificates should also be submitted with your bid.

COI ATTACHED - Thank you

D Liability Insurance Company National Spec Ins Co
Address _____
Policy Number(s) DAG 0000401
Comprehensive \$ _____ Property Damage \$ _____ Workman Comp \$ _____

E Auto Insurance Company Am Guard Ins Co
Address _____
Policy Number (s) CHA 6930141
Phone Number _____

F Business Information Use additional paper if you have owned more companies
Number of Years in Business under current name 25 years
Number of years under previous business name NA
Contractor Application

Name of previous business _____
 Time Frame From _____ To _____
 Address / Location _____
 Name of previous business _____
 Time Frame From _____ To _____
 Address / Location _____

G Local creditors (banks, savings, & loans, other): Use additional paper if needed

Name SunTrust Bank Type of institution Bank
 Address 14220 Newberry Rd Newberry Fl 32669
 Name _____ Type of institution _____
 Address _____
 Name _____ Type of institution _____
 Address _____

H Suppliers used frequently and currently:

Name Gulfcoast Supply Type of Supplier Materials/Supplies
 Address 911 NW 53rd Ave Gainesville Fl 32609 Roofing
 Name ABC Supply Type of Supplier Roofing, Windows
 Address 3330 NE Waldorf Rd Gainesville Fl 32609 plywood
 Name Florida Forest Supply Type of Supplier Building Materials
 Address 15811 US 19 Cross City Cross City Fl 32628
 Name Newberry Ace Hardware Type of Supplier Misc Supplies
 Address 25155 W Newberry Rd Newberry Fl 32669

I Subcontractors

Electric:	Company Name	<u>MKM Electric</u>	Phone Contact	<u>352 318-7650</u>
	Representative	<u>Mike Melvin</u>	Title	<u>owner</u>
	Company Name	_____	Phone Contact	_____
	Representative	_____	Title	_____
Plumbing	Company Name	<u>Qualified Plumbing</u>	Phone Contact	<u>352-949-1067</u>
	Representative	<u>Scotty Parker</u>	Title	<u>owner</u>
	Company Name	_____	Phone Contact	_____
	Representative	_____	Title	_____
Mechanical	Company Name	<u>H+G Heat + Air</u>	Phone Contact	<u>352-514-6232</u>
	Representative	<u>Wes Alcorn</u>	Title	<u>owner</u>

Company Name	_____	Phone Contact	_____
Representative	_____	Title	_____
Other Company Name	_____	Phone Contact	_____
Representative	_____	Product	_____
Company Name	_____	Phone contact	_____
Representative	_____	Product	_____
Company Name	_____	Phone Contact	_____
Representative	_____	Product	_____

J Recent Clients / Customers

Year	2016-19	Name	Scott Wevitez / Habitat	Phone Contact	352 - 378 - 4663
Address	2630 NW 4th St Gainesville FL			New Build/Rehab	_____
Year	2010-19	Name	Taylor County BOCC	Phone Contact	850 - 838 - 3506
Address	20071 Blue Springs Lake Perry FL			New Build/Rehab	_____
Year	2010-19	Name	Jefferson County BOCC	Phone Contact	850 - 342 - 0218
Address	1 Court House Circle Monticello FL			New Build/Rehab	_____
Year	2010-19	Name	Alachua County Housing	Phone Contact	352 - 372 - 2549
Address	103 NE 1st St Gainesville FL			New Build/Rehab	Roofing / Repairs

K Current Employees Use additional paper if needed *N/A*

1.	Name	_____	Phone Contact	_____
	Address	_____	Ability	_____
2.	Name	_____	Phone Contact	_____
	Address	_____	Ability	_____
3.	Name	_____	Phone Contact	_____
	Address	_____	Ability	_____
4.	Name	_____	Phone Contact	_____
	Address	_____	Ability	_____
5.	Name	_____	Phone Contact	_____
	Address	_____	Ability	_____

Contractor Application

6. Name _____ Phone Contact _____
 Address _____ Ability _____

The Superintendent for jobs is usually (check one) The Contractor Forman/Employee *Tony - Charlotte Johnson*
 Name of Forman/Employee _____

L Have you (personally or under present or past business) been declared bankrupt during the past five (5) years?
 No Yes
 If Yes, have debts been paid? Not Applicable Yes No

Remarks

The undersigned Contractor certifies that all information given herein is correct and further agrees:

1. That his contractor license(s) is (are) current, and that he will maintain in a current status all license(s) as required by the County and State
2. That insurance and workmen's compensation will be maintained as required by the Housing Rehabilitation Program.
3. To allow the Housing Rehabilitation Program to check any reference named herein or elsewhere in determining his competence and integrity as a contractor.
4. That the work will be performed in accordance with all code standards, zoning regulations and specifications, subject to a clear final inspection by the Housing Rehabilitation Program, Building Inspection Department, and Property Owner.
5. That if the work is found to be unsatisfactory by the Housing Rehabilitation Program, or the Building Inspector, or if contract relations between the Contractor and the Homeowner or other parties are found to be unsatisfactory, the Contractor's name may be removed from the approved list, with such accompanying publicity as deemed necessary.
6. That he will abide by regulations pertaining to Equal Employment Opportunity.
7. That he has a satisfactory record regarding complaints filed against the contractor at the state, federal or local level and is not on any list of debarred contractors issued by the Federal or State DOL, HUD or DCA.
8. I have included copies of the following items
 - a. Current Liability Insurance certificate (certificate holder will be the county or city for program)
 - b. Current Auto liability
 - c. Workman's comp info (exempt or coverage)
 - d. Licenses
 - e. Minority business information (if applicable)
 - f. Lead Safe Practices Certificate
 - g. Reference letters from two (2) suppliers, three (3) subcontractors, and three (3) past customers

Contractor Signature: Charlotte Johnson

Contractor Print Name: Charlotte Johnson

Date: 2/28/19

Contractor Company full name: Johnson Johnson Roofing Inc. dba Certified Roofing & Construction

Company full address: PO Box 1673 Newberry FL 32669

Company primary phone #: 352-472-7663

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

(Page 1)

NAME OF COMPANY BIDDING: Johnson - Johnson Roofing Inc dba, Certified Roofing + Construction

In submitting a Bid, Bidder understands, represents, and certifies the following (If the Bidder cannot so certify to any of following, the Bidder shall submit with its Bid a written explanation of why it cannot do so). If Owner finds, before or after Award of the Bid that Bidder was not truthful concerning any of the following, Owner shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Bidder, if damages result to the Owner from such act, in any way what so ever.

Lobbying: In accordance with Title 49 CFR Part 20, Bidder certifies that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, the Legislature or a State Agency in connection with the awarding of a contract for the Project covered under this solicitation. If award is made to Bidder, Bidder will be required to insert the above in all of their contracts with sub-contractors, at all tiers, involved in the Work and they shall certify and disclose accordingly.

Initial JS

Non-Segregated Facilities: Bidder certifies that they do not maintain or provide, for their employees, any segregated facilities at any of their establishments and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause of any awarded Contract. As used in this certification, the term segregated facilities, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The only exception to this is for the disabled when the demands for accessibility override (e.g. disabled parking). Bidder agrees that should they be awarded a contract, they will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause and that they will retain such certifications in their files.

Initial JS

Compliance with Laws: Bidder affirms that they will comply with all laws, regulations, executive orders, policies, guidelines, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of local, State and Federal agencies having jurisdiction and authority, to include, but not be limited to the following: Immigration and Nationalization Act; United States Occupational Safety and Health Act; Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive order 11738; Davis-Bacon Act (40 U.S.C. 276); Title 29 CFR, Part 1 – Procedures for predetermination of wage rates; Title 29 CFR Part 5 – Labor standards provisions for federally funded construction; Contract Work Hours and Safety Standards Act (40 USC 327-330); Copeland "Anti-Kick Back" Act (18 U.S.C. 874.1); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Title 49 CFR Part 21 – Nondiscrimination in federally-assisted programs; Title VI of the Civil Rights Act of 1968 (42 U.S.C. 3601); Florida Civil Rights Act of 1992; Americans with Disabilities Act of 1990 (42 U.S.C. 12102); Federal Fair Labor Standards Act (29 U.S.C. 201); Age Discrimination Act of 1975 (42 U.S.C. 6101); Title 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in DOT Programs; and Title 40 CFR 30 – Denial of public works contracts to foreign contractors and suppliers who restrict trade with America.

Initial JS

Non-Collusion: Bidder being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that Bidder intends to do the work with his own bonafide employees or sub-contractors and will not bid for the benefit of another contractor. By signing below, Bidder is certifying his status under penalty of perjury under the laws of the United States and the State of Florida. Furthermore, Bidder certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Initial JS

Contractor Application

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BIDDER'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

NAME OF COMPANY BIDDING: Johnson & Johnson Roofing, Inc. dba Certified Roofing & Construction

Discriminatory Vendor: Bidder certifies that they are not subject to Section 287.134 (2)(a) which specifies that 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 be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial JS

Prohibited Interests: Contractor, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Bid, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Contractor or its sub-contractors, during his tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Initial JS

Convictions: Bidder has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial JS

Drug Free Workplace: Bidder certifies that in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706), they do the following as part of their Drug-Free Workplace Program (Bidder to indicate "yes" or "no" for each item):

Yes Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.

Yes Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, availability drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

Yes Give each employee engaged in providing the commodities or services that are covered under this solicitation a copy of the statement specified in item number 1.

Yes In the statement specified in item number 1, notify employees, that as a condition of employment, the employee will: a) abide by the terms of the statement, and b) will notify the employer in writing of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Yes It is policy to take one of the following actions within 30 calendar days of receiving a notice under item number 4-b with respect to any employee who is so convicted to: a) take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or b) require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Yes Make good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

Initial JS

Contractor Application

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BIDDER'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

NAME OF COMPANY BIDDING: Johnson & Johnson Roofing Inc. Certified Roofing & Construction

Equal Employment Opportunity: Bidder shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes.

Initial J.

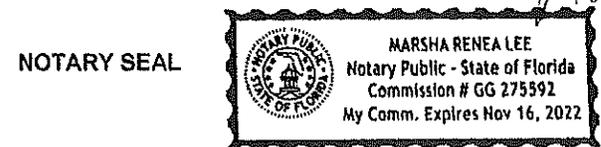
Bidder certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity.

If Bidder cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Signature of Company Representative: Charlotte Johnson
Print Name Charlotte Johnson Title President
Company Name Johnson & Johnson Roofing Inc. Certified Roofing & Construction Fed ID # 59-3484104
Primary Contact: # 352-472-7663 Alternate Phone Contact # 352-665-8553
Address of Company PO Box 1673 / 3717 SW 298th St Newberry FL 32669
Mailing if Different: PO Box 1673 Newberry FL 32669
E-Mail Address: Certified by no email.com
Fax # NA Date completed: 2/22/19

COMPANY CORPORATE SEAL

Subscribed and sworn to before me this the 28 day of Feb., 2019
Signature of Notary Public of Alachua County, State of Florida
My Commission expires Nov 16, 2022 Marsha R. Lee



Contractor Application

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ATTACHMENT D

SWORN STATEMENT UNDER
SECTION 287.133(3)(a), Florida Statutes,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Gadsden County by Charly Johnson for Johnson & Johnson Roofing Inc. Certified Roofing & Construction, whose business address is PO Box 1673 Newberry FL 32669 and its Federal Employer Identification No. (FEIN) is 59-3484404.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Charvate Johnson
Signature

Sworn to and subscribed before me this 28 day of Feb. 2019

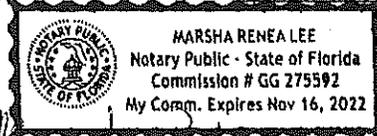
Personally known X

_____ or Produced Identification

Marsha Lee
Notary Public - State of Florida

_____ (Type of Identification)

My commission expires Nov 16, 2022



Marsha L. Lee
(Printed, typed or stamped commissioned name of notary public)



**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters (Primary Covered Transactions)**

Recipient: Gadsden County

Contract Number: 17DB-01-02-30-01-
H.12

Name of Company Selected as a Prime Contractor: Johnson Johnson Roofing Inc dba
Certified Roofing + Construction

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Charlotte Johnson
Authorized Signature _____ Date 2/28/19
Charlotte Johnson
Name Typed _____
Title President
3717 SW 298th Street
Street Address _____
Newberry Florida 32669
City, State, Zip _____

CONTRACTOR CERTIFICATION FORM

Section 3 Compliance Report for Certified Roofing & Construction.

This is a required form for all contractors or subcontractors that worked on this project. Please check all the following that apply to this project:

I have no existing or new employees that reside in Gadsden County.

Note: If you or your employees either new or existing do not reside in Gadsden County, you can stop here.

I am not a Section 3 eligible contractor.

I am a Section 3 eligible contractor.

I did not hire any new employees to work on this project.

I hired _____ new employees for this project. They were _____ were not _____ Section 3 eligible. Number of employees eligible _____, number of employees not eligible _____.

Company Name Johnson & Johnson Roofing Inc. aka Certified Roofing & Construction

Contractor's Name (Print Name) Charlotte Johnson

Contractor's Signature Charlotte Johnson

Contractor's Address PO Box 1673 Newberry FL 32669

Contractor's License # CBC 125 2541 CC0572 37

Contractor's Phone Number 352-472-7663

Contractor's E-Mail Address certified687@gmail.com

CONTRACTOR CERTIFICATION FORM

As a contractor or subcontractor performing work on the Gadsden County CDBG Housing Rehabilitation Program, I hereby acknowledge that as part of the contract between the homeowner and contractor, we understand that Section 3 requirements as identified in 24 CFR Part 135 are in effect for this program. We also acknowledge that when hiring new subcontractors or employees to perform work under this contract, that we will make every effort to hire Section 3 eligible businesses or employees. A Section 3 eligible employee is someone that lives in the local jurisdiction of Gadsden County that is currently making below 80% of the area median income. A Section 3 Business located in Gadsden county is defined as follows:

a) It is at least <u>51% owned</u> by Section 3 residents*, or
b) At least 30% of its <u>permanent full-time employees</u> are
i) Currently Section 3 residents*, or
ii) Were Section 3 residents* within first three years of employment, or

When employing new employees or subcontractors, we will determine eligibility using the attached forms provided for purposes of determining eligibility status.

Company Name Certified Roofing - Construction

Contractor's Name (Print Name) Charlotte Johnson

Contractor's Signature Charlotte Johnson

Contractor's Address PO Box 1673 Newberry FL 32669

Contractor's License # CBC 1252541 CCEOS 7237

Contractor's Phone Number 352 472-7663

Contractor's E-Mail Address certified687@gmail.com

Local Government: Gadsden County

CDBG Contract #: 17DB-OL-02-30-01-H 12

This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.

Contractor's Name: _____

Contractor's DUNS Number: _____

Contract Amount: \$ _____

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list any Section 3 subcontractors and subcontract amount:	
Subcontractors	Subcontract Amount
	\$
	\$
2. Will the contractor be hiring any additional staff (office or field) for this project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> If yes, what types of jobs will be filled, and how many additional hires are estimated in each job type? 	

***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for construction contracts over \$100,000 for reporting purposes.

Licensee Details**Licensee Information**

Name: **JOHNSON, CHARLOTTE JUANITA (Primary Name)**
JOHNSON & JOHNSON ROOFING INC (DBA Name)

Main Address: **POST OFFICE BOX 1673**
NEW BERRY Florida 32669

County: **ALACHUA**

License Mailing:

License Location: **3717 SW 298TH STREET**
NEWBERRY FL 32669

County: **ALACHUA**

License Information

License Type: **Certified Roofing Contractor**

Rank: **Cert Roofing**

License Number: **CCC057237**

Status: **Current,Active**

Licensure Date: **03/03/1995**

Expires: **08/31/2020**

Special Qualifications **Qualification Effective**

Construction Business **08/29/2014**

Alternate Names**[View Related License Information](#)****[View License Complaint](#)**

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Complaint Details

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our [Public Records](#).

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our [Search Unlicensed Activity Complaints](#). For more information about CAM complaints, please visit the [CAMs page](#).

Name:

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description
--------	-------	---------------	--------	-------------	------------------	-------------------------------

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Licensee Details

Licensee Information

Name: **JOHNSON, CHARLOTTE JUANITA (Primary Name)**
CERTIFIED ROOFING AND CONSTRUCTION (DBA Name)

Main Address: **POST OFFICE BOX 1673**
NEW BERRY Florida 32669

County: **ALACHUA**

License Mailing:

LicenseLocation: **3717 SW 298TH STREET**
NEW BERRY FL 32669

County: **ALACHUA**

License Information

License Type: **Certified Building Contractor**

Rank: **Cert Building**

License Number: **CBC1252541**

Status: **Current,Active**

Licensure Date: **01/10/2005**

Expires: **08/31/2020**

Special Qualifications	Qualification Effective
Construction Business	01/10/2005

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description
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[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

- ⚠ **ALERT - June 11, 2018:** Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ **ALERT -** There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠ **ALERT -** Direct hyperlinks to the Federal Acquisition Regulation (FAR) are not working due to Acquisition.gov maintenance. SAM.gov will restore all hyperlinks as soon as the FAR is restored on Acquisition.gov.
- ⚠ **ALERT -** SAM.gov will be down for scheduled maintenance Saturday, 03/16/2019, from 8:00 AM to 3:00 PM (EST).

Search Results

Current Search Terms: Certified Roofing and Construction, Inc.*

Total records

[Save PDF](#)

[Export Results](#)

[Print](#)

Result Page

Sort by **Relevance**

Order by

Descending

Your search for Certified Roofing and Construction, Inc.* returned the following results...

No records found.

Result Page

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[Export Results](#)

[Print](#)



UNITED STATES GOVERNMENT
GSA

Home	Help	Feedback	Privacy Policy
Site Map	Accessibility	FOIA	USA.gov
Contracting	Acquisition	Log In	Sign Up
Registration	Profile	My Account	My Alerts

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

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- ALERT - SAM.gov will be down for scheduled maintenance Saturday, 03/16/2019, from 8:00 AM to 3:00 PM (EST).

Search Results

Current Search Terms: **Johnson and Johnson Roofing, Inc.***

Full Record

[Save PDF](#)

[Export Results](#)

[Print](#)

Result Page

Sorted by **Relevance**

Order by

Descending

Your search for **Johnson and Johnson Roofing, Inc.*** returned the following results...

No records found.

Result Page

[Save PDF](#)

[Export Results](#)

[Print](#)



Buyer Information Page
View

Buyer Information Page	View	View
Buyer Information Page	View	View
Buyer Information Page	View	View
Buyer Information Page	View	View
Buyer Information Page	View	View



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, CHARLOTTE JUANITA

CERTIFIED ROOFING AND CONSTRUCTION
3717 SW 298TH STREET
NEW BERRY FL 32669

LICENSE NUMBER: CBC1252541

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, CHARLOTTE JUANITA

JOHNSON & JOHNSON ROOFING INC
3717 SW 298TH STREET
NEWBERRY FL 32669

LICENSE NUMBER: CCC057237

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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John Power, Alachua County Tax Collector

Tax Operations Phone: (352) 264-6968

EXPIRES September 30, 2019

ACCOUNT 9097

2018-2019 ALACHUA COUNTY LOCAL BUSINESS TAX RECEIPT

OWNER NAME: CHARLOTTE H JOHNSON	BUSINESS ADDRESS: 8304 NW STATE RD 46
TYPE OF BUSINESS: Contractor	DESCRIPTION:

CERTIFIED ROOFING AND CONSTRUCTION

 PO BOX 1673
 NEWBERRY, FL 32669

DATE	RECEIPT NO.	AMOUNT PAID
10/05/2018	17-0266192	144.38

THIS LOCAL BUSINESS TAX RECEIPT DOES NOT CONFIRM THAT REGULATORY ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

www.AlachuaCollector.com

*****ATTENTION*****

**THIS RECEIPT IS FOR LOCAL BUSINESS TAX RECEIPT ONLY
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the county or city. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

INFORMATION ONLY

(REMOVE OR FOLD BEHIND BEFORE POSTING RECEIPT)

**THIS RECEIPT IS FURNISHED PURSUANT TO FLORIDA STATUTE CHAPTER 205
IN ACCORDANCE WITH ALACHUA COUNTY ORDINANCE 07-03.**

This receipt should be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the taxpayer could be subject to the payment of another full local business tax for the same business, profession or occupation.

Taxes/rates are subject to changes under the law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Partners Insurance Agency 4040 W Newberry Rd Suite 950 Gainesville, FL 32607 License #: A225479	CONTACT NAME: Laura Findley PHONE (A/C No. Ext): (352)332-0180 FAX (A/C No.): (352)378-5820 E-MAIL ADDRESS: cbr@myinsurancepartner.com
		INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	Johnson & Johnson Roofing, Inc. DBA Certified Roofing and Construction P O Box 1673 Newberry, FL 32669	INSURER A: National Specialty Insurance Company
		INSURER B: AmGuard Insurance Company
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 136

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RSD	YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DAG00004 01	06/22/2018	06/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CHAU930141	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Gadsden County Board of County Commissioners
5-B East Jefferson St
Quincy, FL 32353

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Williams

(LLF)



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/1/2018

EXPIRATION DATE: 2/1/2020

PERSON: JOHNSON

CHARLOTTE

FEIN: 593484104

BUSINESS NAME AND ADDRESS:

JOHNSON & JOHNSON ROOFING INC

CERTIFIED ROOFING AND CONSTRUCTION

POST OFFICE BOX 1673

NEWBERRY FL 32669

SCOPE OF BUSINESS OR TRADE:

Licensed Building Contractor

Licensed Roofing Contractor

Iron or Steel Erection
Construction Of Dwellings Not
Over Two Stories In Height

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/12/2019

EXPIRATION DATE: 2/11/2021

PERSON: TONY D JOHNSON

EMAIL: CERTIFIED687@GMAIL.COM

FEIN: 593484104

BUSINESS NAME AND ADDRESS:

JOHNSON & JOHNSON ROOFING INC
CERTIFIED ROOFING & CONSTRUCTION
POST OFFICE BOX 1673
NEWBERRY, FL 32669

SCOPE OF BUSINESS OR TRADE:

Licensed Building Contractor Licensed Roofing Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/19/2019

EXPIRATION DATE: 2/18/2021

PERSON: ROBERT T HOLDER

EMAIL: CERTIFIED687@GMAIL.COM

FEIN: 593484104

BUSINESS NAME AND ADDRESS:

JOHNSON & JOHNSON ROOFING INC
CERTIFIED ROOFING AND CONSTRUCTION
POST OFFICE BOX 1673
NEWBERRY, FL 32669

SCOPE OF BUSINESS OR TRADE:

Licensed Building Contractor Licensed Roofing Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

American Management Resources Corporation
5230 Clayton Ct., Ft. Myers, Florida 33907
Phone: (239) 936-8266 Fax (239) 936-0737

Certificate of Attendance and Successful Completion
Certified Renovator Refresher - English
Per 40 CFR Part 745.225

Charlotte Johnson
PO Box 1673, Newberry, FL 32669
Certificate Number R-R-1018-14-000076

Course Date: October 6, 2014
Course Location: Ocala, FL
Examination Date: October 6, 2014
Expiration Date: October 5, 2019

Perry Park

AMRC Training Manager / Principle Instructor October 6, 2014 Date

EPA NAT-RV-R-1018-1-EN

FDBPR Provider Number - 0001626

This course, #0610809 is approved by the Florida Dept. of Business and Professional Regulation for 4 hours of General Continuing Education including 1 hour of Work Place Safety.



RESUME/NARRATIVE

**Johnson & Johnson Roofing, Inc.
dba Certified Roofing & Construction
Post Office Box 1673
Newberry, Florida 32669**

Johnson & Johnson Roofing, Inc was incorporated in the State of Florida in 1997. In 2005 we added a State Certified Building Contractors License and started doing business as Certified Roofing & Construction.

We have completed many projects from residential reroofs to large apartment and condo reroofs, new construction from a Grant Funded Project for Another Way(a shelter for battered women) by constructing and 7700 sq ft building, residential homes and small commercial buildings. We have roofed large apartment/condo buildings in new construction for example, The Links at Halle Plantation(2500 squares of shingles). We also have completed several projects from fire , storm and water restoration.

We have completed projects for Citrus County BOCC, Taylor County BOCC, NHDC of Alachua County, Alachua County BOCC , Levy County BOCC, Wakulla County BOCC & Alachua County Housing Authority. We have worked under the CDBG, NSP , Ship & HUD Housing programs in these counties while working closely with the Administrative Firms of these Programs. We have worked with a large number of Contractors/Construction Companies throughout our years in business from Reroofing Projects, Remodel Projects, New Construction Projects from Residential to Commercials Projects.

We have completed projects for Property Management Companies such as Reroofing Condominiums, complete restoration of apartment buildings from burnouts and storm damage and other types of repairs/rehabilitation.

Principles/Officers

Charlotte Johnson President

State Certified Building Contractor

State Certified Roofing Contractor

Lead Paint Certification(RRP)

Asbestos Certified

Past President of the North Central Florida Roofing and Sheet Metal Association

Licensed Real Estate Sales

Certified in numerous materials application by Manufacturers

Worked in the construction industry for over 40 years

Licensed Real Estate Agent

Tony Johnson VPresident

Worked in the construction industry for over 30 years

Estimated, completed and supervised all projects listed above

Workers Training in Lead RRP

Workers Training in Asbestos

Certified in numerous materials applications by Manufacturers

Robert Holder Sec.Trea

Worked in the construction for over 15 years

Supervisor, estimator on projects listed above

Workers Training in Lead RRP

Workers Training in Asbestos Removal

Certified in numerous materials applications by Manufacturers

Our goal is to remain a family owned company that continues to complete projects with quality workmanship.

REFERENCES:

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: RALSTON
10 SW 2ND AVENUE
GAINESVILLE, FLORIDA 32601
PHONE: 352-374-5249**

WE HAVE BEEN WORKING WITH ALACHUA COUNTY BOCC SINCE 2006. WE HAVE COMPLETED REHABILITATION OF HOMES AND DEMOLITION OF EXISTING HOMES AND NEW CONSTRUCTION.

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: ANNIE MAE MURPHY
20071 BLUE SPRINGS LAKE
PERRY, FLORIDA 32347
PHONE: 850-838-3506**

WE HAVE BEEN WORKING WITH TAYLOR COUNTY BOCC SINCE 2010. WE HAVE COMPLETED NUMEROUS REHABILITATION PROJECTS.

**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: JEFFREY WINTERS/JORDAN & ASSOCIATES
769 BLANDING BLVD. STE 5
ORANGE PARK FLORIDA 32065
PHONE: 904-264-6203**

WE HAVE BEEN WORKING WITH LEVY COUNTY BOCC SINCE 2012. WE HAVE COMPLETED REHABILITATION OF HOMES AND DEMO/NEW CONSTRUCTION FOR THEM.

J2 ENGINEERING INC
ATTN: JAMES CLAYTON
25401 NW 8TH PLACE
NEWBERRY, FLORIDA 32669
PHONE: 352-870-0492

WE HAVE BEEN WORKING WITH JAMES CLAYTON SINCE 1992. WE HAVE COMPLETED NUMEROUS PROJECTS WITH HIM IN ALL ASPECTS OF THE CONSTRUCTION INDUSTRY.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: JAY MOSELEY/GOVERNMENT SERVICES INC
1 COURTHOUSE CIRCLE
MONTICELLO, FLORIDA 32344
850-342-0218

WE HAVE BEEN WORKING WITH JEFFERSON COUNTY BOCC FOR OVER FIVE YEARS. WE HAVE COMPLETED NUMEROUS REHAB PROJECTS FOR THEM INCLUDING SHIP, CDBG AND NSP PROJECTS.

ALACHUA COUNTY HOUSING AUTHORITY
ATTN: RON HALL
703 NE 1ST STREET
GAINESVILLE, FLORIDA 32601
352-372-2549

WE HAVE BEEN WORKING WITH ALACHUA COUNTY HOUSING AUTHORITY FOR SEVEN YEARS. DURING THOSE YEARS WE HAVE COMPLETED MANY PROJECTS INCLUDING REMODELS, REROOFS, REPAIRS AND OTHER PROJECTS.

ALACHUA COUNTY HABITAT FOR HUMANITY
ATTN: KRISTINE THOMPSON
2630 NW 41ST STREET STE C-3
GAINESVILLE, FLORIDA 32606
352-378-4663

WE HAVE BEEN DOING PROJECTS WITH ALACHUA COUNTY HABITAT FOR HUMANITY FOR 5 PLUS YEARS COMPLETING MANY REHABS PROJECTS AS WELL AS REROOFING PROJECTS

WE HAVE WORKED WITH ALL OF THE ABOVE REFERENCES UNDER MANY DIFFERENT PROGRAMS INCLUDING RESIDENTIAL AND COMMERCIAL CONSTRUCTION. WE HAVE COMPLETED MANY PROJECTS UNDER THE CDBG, NSP AND SHIP PROGRAMS AS WELL AS REGULAR TRADITIONAL FINANCING. WE HAVE ALSO WORKED WITH MANY PROPERTY MANAGEMENT COMPANIES AS WELL AS INDIVIDUAL HOMEOWNERS AND COMMERCIAL PROPERTY OWNERS.

W. Glanzer

GLANZER

REALTY

25527 West Newberry Road
Newberry, Florida 32669
www.glanzerrealty.com
352-472-1771

February 27, 2019

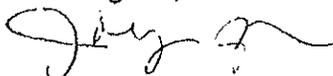
Gadsen County
CDBG Housing Program
5-B East Jefferson Street
Quincy, Florida 32353

To Whom It May Concern:

I am sending this letter in recommendation of Johnson & Johnson Roofing, Inc. in Newberry, Florida. I have done business with the Johnsons for over 20 years. In my business I need our vendors to be prompt, professional and high quality in their work. They fulfill all these qualifications and beyond. I can count on them to work with my real estate customers the way I would work with them myself.

Since January, they have done four roofing jobs for me and all of them were on time and passed inspection. Not only do they do a great job, but they are also a real pleasure to work with. Please feel free to contact me if you need further recommendation.

Best regards,



Joy Glanzer
Broker

Renee Gordon
7270 SE 60th Street
Newberry, Florida 32669

November 28, 2016

I have known Tony & Charlotte Johnson for over 25 years. Both of them have worked in the construction industry their entire life. They are the Owners of Certified Roofing & Construction located in Newberry, Florida.

Tony & Charlotte have completed several projects for me over the years. In 2014, I had them replace the windows in my home with energy star windows as well as some sheetrock work and painting. In 2015, I had them reroof my home as well as remodel my kitchen. In 2016, I had them remodel my bathroom for me.

They have always been very professional as well as very caring about the quality and the completion of their work. They work with a great group of subcontractors also.

I would refer Certified Roofing & Construction to anyone who needs great quality workmanship and great people to work with.

Sincerely,



Renee Gordon

Phone 229-373-0103

MKM Electrical Services

P.O. Box 2039, Alachua Florida 32616-2039

To:

RE:

To whom it may Concern,

MKM Electrical Services, has enjoyed an excellent working relationship with Certified Roofing and Construction for the past 5 years. Their projects have always been professionally managed, and completed on time. Likewise they have always paid our invoices in a timely manner. MKM Electrical Services looks forward to being a part of their upcoming projects.

Sincerely,

Mike Melvin

**HG Heating & Air LLC
615 SW 226th Street
Newberry, Florida 32669**

February 27, 2019

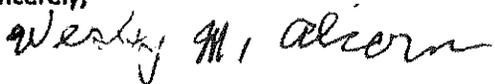
TO WHOM IT MAY CONCERN:

Our Company has had a working relationship with Certified Roofing & Construction for over ten years.

Certified Roofing & Construction (Charlotte & Tony Johnson) are very customer oriented and want the best for their projects. They handle their projects in a very professional manner. They have always paid our invoices on time.

We look forward to a long lasting relationship with them.

Sincerely,


Wes Alcorn

David Michelle, Handy Man Services
6205 SW 10th Place Apt B
Gainesville, Florida 32607

February 26, 2019

TO WHOM IT MAY CONCERN:

I have been working with Tony & Charlotte Johnson of Certified Roofing & Construction for over ten years.

Tony & Charlotte are very conscientious about their work and always are customer oriented. We have completed numerous projects for SHIP, CDBG and Habitat for Humanity as well as personal residential homes and commercial properties.

I always receive payment for my invoices in a timely manner. I look forward to a long and lasting relationship with this Company.

Thanks,


David Michelle

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 2, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Allan Meeks, Fleet & Facilities Manager

Subject: Approval of the Architectural Services Task Order for the Dispatch Center at the Woodham Justice Center

Statement of Issue:

This agenda item seeks Board approval to execute a Task Order with Joel Sampson Architect, Inc. for the architectural design, engineering services, and coordination with the Construction Manager of the new Gadsden County Dispatch Center at the Woodham Justice Center.

Background:

On August 7, 2018, Joel Sampson Architect, Inc. and Gadsden County Board of County Commissioners entered into an Agreement for Continuing Contract Architectural Services, under which the County may approve task orders for architectural services. The proposed task order is to provide professional services for design phase to create a new 911 Dispatch Center renovated into the north 1st Floor of the Woodham Justice Complex.

Analysis:

Approval of the Task Order will allow Joel Sampson to begin the design process of the necessary improvements to Woodham Justice Center.

Fiscal Impact:

This task order will have a total cost of \$23,500.00, which will be funded from the Facilities Department budget.

Options:

1. Approve the Architectural Services Task Order for the Dispatch Center at the Woodham Justice Center in the amount of \$23,500.00, and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Joel Sampson Architect, Inc. Task Order.

ATTACHMENT A

To "Agreement for Continuing Architectural Services" between Gadsden County, Florida and Joel Sampson Architect, Inc. (document signed August 7, 2018.)

Professional Architectural Services Task Order

Project: New Gadsden County Dispatch Center at Woodham Justice Center

Owner: Gadsden County, Florida B.O.C.C. (the County)

Date: March 2019

The work of this Task Order is for Joel Sampson Architect, Inc. (the Architect) to provide professional architectural services for design phase services to create a new 911 dispatch center renovated into the north 1st Floor of the Woodham Justice Complex. The available space is approximately 1,600 square feet and the demolition is primarily complete. The space will contain a dispatcher's room with four work stations and an equipment room as the main elements. The work is interior buildout of existing space. Preliminary design has been completed and this Task Order is for work to carry this project to design completion to include pricing coordination. Construction Administration is not included.

Description of Architectural Services.

- A. **Architectural Design.** The project design work previously accomplished is preliminary. Architectural design will include carrying on from that original design work and finalizing design and design documents. The design drawings will include floor plan, interior elevations, window and door details, access floor detailing, and sections as required. Architectural specifications will be provided.
- B. **Engineering Services.** Mechanical, Electrical and Plumbing engineering will be provided to accommodate design of the center. Fire sprinkler design criteria will be provided as required.
- C. **Coordination with construction manager during design and pricing.** Architect will provide coordination with construction manager for their consultation during design and in carrying out their construction pricing of the project.
- D. **Deliverables.** 50% design documents will be provided to the County for review. 100% design documents (bidding documents) will be provided at work completion. Three hard copy sets of design documents shall be provided for review and/or bidding at each of the two phases.
- E. **Professional Services Fees.**
The Architect shall provide the services listed for a lump sum fee of \$23,500.00. 50% fee due and payable at 50% document submission and remainder of fee due and payable at 100% bid document submission.

Work not included in this Task Order:

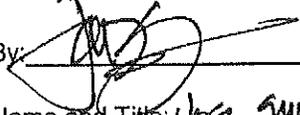
1. Permitting Fees.
2. Renderings, three dimensional models.
3. Redesign of elements previously approved by the County.
4. Preparation of special submissions beyond those typical for Gadsden County Building Dept.
5. Civil engineering and any site or environmental design.
6. Construction Administration - coordination and observation of construction, review of construction submittals. Construction Administration will be performed under a separate Task Order.
7. Other reimbursable expenses such as additional hard copy reproductions. Any additional hard copy reproductions shall be billed to the County at actual expense.

The County insures the availability of County funds lawfully expendable for the purposes of this Task Order.

In Witness Whereof, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Joel Sampson Architect, Inc.
212 N. Adams Street
Quincy, Florida 32351

Gadsden County, Florida
P.O. Box 1799
Quincy, Florida 32351

By:  _____

By: _____

Name and Title: Joel Sampson, President

Name and Title: _____

Date: 3-22-19

Date: _____

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 3, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Allan Meeks, Fleet & Facilities Manager

Subject: Approval of the Utility Easement for Greenshade/Dogtown Volunteer Fire Station

Statement of Issue:

This agenda item seeks Board approval for a Utility Easement on (Parcel I.D. 2123N3W000002420000), Township range (3N-3W-12) for Talquin Electric Cooperative, Inc. for a distribution power line extension at the Greenshade/Dogtown Volunteer Fire Station.

Background:

A 30-foot overhead utility easement is needed for Talquin Electric to enter upon the lands of the undersigned and install a distribution power line extension. This is necessary for the Greenshade/Dogtown Volunteer Fire Station to have power.

Analysis:

The County Attorney requested that staff obtain the Talquin Electric Cooperative, Inc. Utility Easement Form in Microsoft Word for him to make revisions. Staff contacted Talquin Electric to obtain the document. They would not release the form in an editable format; however, Talquin did state they would reach out to the County Attorney.

Fiscal Impact:

There will be no fiscal impact.

Options:

1. Approve the 30' overhead easement for Utilities and authorize the Chairperson to sign the Utility Easement form as is.
2. Do not approve.

3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Talquin Electric Cooperative, Inc. Utility Easement

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019
Date Submitted: April 4, 2019
To: Honorable Chairman and Members of the Board
From: Dee Jackson, County Administrator
Subject: Discussion and Action on the Contract for State Lobbying Services with Lawson & Associates

Statement of Issue:

This agenda item seeks Board discussion and action to renew the contract for State Lobbying Services with the lobbying firm of Lawson & Associates.

Background:

The Gadsden County Board of County Commissioners has retained the services of a lobbyist to represent the County's interest for several years to assist in developing and implementing a state legislative effort to enhance state-level funding and services to Gadsden County.

At the March 19, 2019 Board meeting, the county entered into an agreement with the Gunster Firm for lobbying services.

Analysis:

At the April 3, 2019 Board meeting, staff was directed to bring back a discussion item regarding lobbying services with Lawson & Associates. After paying the contract of the Gunster Firm and Gadsden County Day activities, \$15,000 remains for the lobbying effort.

Fiscal Impact:

Board direction.

Options:

1. Approve lobbying services contract with Lawson and Associates and authorize the County Attorney to negotiate the contract.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 3

Board of County Commissioners

Agenda Request

Date of Meeting: April 16, 2019

Date Submitted: April 2, 2019

To: Honorable Chairman and Members of the Board

From: Dee Jackson, County Administrator
Allan Meeks, Fleet & Facilities Manager

Subject: Ratification of Brock Electrical Services, LLC Invoices

Statement of Issue:

This Agenda Item seeks Board ratification of Brock Electrical Services, LLC invoices, for the County Jail lighting upgrade, that amount to \$25,390.62

Background:

In 2017, Brock Electrical replaced lights at the County Jail. Over the course of the past three years, Brock Electrical Services has billed the County in small increments, at the direction of the last permanent Building Official and continued by the previous Interim Building official to divert the County procurement policy. Invoices continued to be approved. Staff has identified the pattern of billing and was advised by the County Attorney and the Clerk's office to ratify the purchase to ensure payment to Brock Electrical for services rendered.

Analysis:

The past Facilities Manager directed Brock Electrical Services to begin to change out the necessary lights. The LED lights should keep down the cost of maintenance. Invoices continued to be approved by the last Interim Building official and recently.

Fiscal Impact:

The invoices have been paid and the job is completed. There will be no additional impact.

Options:

1. Approve to ratify invoices from Brock Electrical services in the amount of \$25,390.62 and request an audit on the payment and services provided.

2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachment(s):

Brock Electrical Services, LLC's Invoices - Jail Lightning Upgrade Project

Gadsden County Commissioners
Jail Lighting Upgrade Project

Vendor #	VENDOR NAME	INVOICE	CHECK NO	DEPARTMENT	DESCRIPTION	AMOUNT	DATE
6457	BROCK'S ELECTRICAL SER	1705010	73454	0032-54600	RPL LIGHT FIXTURE/JAI	575.00	05/18/17
6457	BROCK'S ELECTRICAL SER	1705005	73625	0032-54600	CONCRETE-DRIVEWAY	646.36	05/31/17
6457	BROCK'S ELECTRICAL SER	1705015	73714	0032-54600	RPL LIGT FIXTURE/JAIL	700.00	06/09/17
6457	BROCK'S ELECTRICAL SER	1708027	75132	0032-54600	RPR/GAD JAIL	986.00	10/05/17
6457	BROCK'S ELECTRICAL SER	1709018	75132	0032-54600	RPR LED/GAD JAIL	991.00	10/05/17
6457	BROCK'S ELECTRICAL SER	1709026	76032	0032-54600	RPRS/GAD JAIL	311.26	12/08/17
6457	BROCK'S ELECTRICAL SER	1709026A	75923	0032-54600	UPGRADE LED FIX./JAIL	630.00	12/08/17
6457	BROCK'S ELECTRICAL SER	EC13002466	76127	0032-54600	UPGRADE LGHT/GAD JAIL	960.00	12/21/17
6457	BROCK'S ELECTRICAL SER	EC13002466	76508	0032-54600	LED LIGHTS/JAIL	970.00	01/25/18
6457	BROCK'S ELECTRICAL SER	1801028	76778	0032-54600	JAIL LIGHTING PROJECT	985.91	02/15/18
6457	BROCK'S ELECTRICAL SER	1802024	77112	0032-54600	RPR LIGHT FIXTURE	185.00	03/15/18
6457	BROCK'S ELECTRICAL SER	1802025	77112	0032-54600	UPGRADE LED/JAIL	979.81	03/15/18
6457	BROCK'S ELECTRICAL SER	180320	77384	0032-54600	UPGRADE TO LED	985.45	04/05/18
6457	BROCK'S ELECTRICAL SER	180417	77728	0032-54600	UPGRADE LED/JAIL	978.00	04/27/18
6457	BROCK'S ELECTRICAL SER	1805021	78248	0032-54600	LED UPGRADE/JAIL	996.84	06/07/18
6457	BROCK'S ELECTRICAL SER	1806018	78616	0032-54600	JAIL LIGHT UPGRD/LED	984.72	07/06/18
6457	BROCK'S ELECTRICAL SER	1807009	78919	0032-54600	JAIL-LIGHT UPGRADE	200.27	07/31/18
6457	BROCK'S ELECTRICAL SER	1808008	79536	0032-54600	LED UPGRADE/JAIL	985.00	09/06/18
6457	BROCK'S ELECTRICAL SER	1809010	79825	0032-54600	JAIL:LIGHTING UPGRD	996.00	09/27/18
6457	BROCK'S ELECTRICAL SER	1809023	80186	0032-54600	PHASE II JAIL LIGHTNG	988.00	10/31/18
6457	BROCK'S ELECTRICAL SER	18010014	80282	0032-54600	JAIL:LHTNG UPGRADE/4	994.00	11/08/18
6457	BROCK'S ELECTRICAL SER	18010014A	80282	0032-54600	JAIL:LHTNG UPGRADE/5	998.00	11/08/18
6457	BROCK'S ELECTRICAL SER	18011005	80709	0032-54600	JAIL:LIGHTING CONTROL	275.00	11/30/18
6457	BROCK'S ELECTRICAL SER	18011006	80709	0032-54600	PHASE II #6:JAIL	987.00	11/30/18
6457	BROCK'S ELECTRICAL SER	18012002	81099	0032-54600	REP CONTROL BOARD,POL	975.00	12/31/18
6457	BROCK'S ELECTRICAL SER	18012003	81099	0032-54600	JAIL LIGHT UPGRADE #7	997.00	12/31/18
6457	BROCK'S ELECTRICAL SER	1901003	81387	0032-54600	PHASE II PART 8:JAIL	989.00	01/24/19
6457	BROCK'S ELECTRICAL SER	1902005	81580	0032-54600	JAIL LIGHTING/UPGRD	989.00	02/14/19
6457	BROCK'S ELECTRICAL SER	1903001	81925	0032-54600	Jail Lighting LED upgrade	2,152.00	3/14/2019
Total						25,390.62	

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019
Date Submitted: April 3, 2019
To: Honorable Chairman and Members of the Board
From: Dee Jackson, County Administrator
Olivia Smith, Public Information Officer
Subject: Discussion of Facebook Live Broadcasts

Statement of Issue:

This agenda item presents an overview of Gadsden County's Facebook Live Broadcasts as it relates to compliance with the Americans with Disabilities Act (ADA).

Background:

In 2008, the ADA Amendment Act broadened the scope of how disability is legally defined; psychological, emotional, and physiological conditions are now included. While a disability may limit an individual's capacity, it is the responsibility of both public and private entities to provide equal access through accommodations suiting the disabled individual's needs.

On January 16, 2018 the Gadsden County Board of County Commissioners approved Facebook Live as the means for web streaming services for public meetings. Since then, Board of County Commissioners meetings and other special meetings have been streamed live on Facebook. In addition to live-streamed meetings, regularly scheduled meetings are aired on Public Access Networks through a contractual agreement.

Analysis:

In 2017, Facebook announced support of the display of closed captions on live broadcasts. With this update, publishers using the Live API can now add CEA-608 standard closed captions to Facebook Live broadcasts, opening up those videos to audiences who are deaf or hard of hearing. Viewers who have their captioning settings turned on will then automatically see closed captions on Live broadcasts on mobile and desktop whenever they're available.

Web Content Accessibility Guidelines (WCAG) requirements state that videos should include closed captions as well as a method to deliver a transcript. Just as the ADA requires handicap ramp

access to buildings, it demands that “auxiliary aids” be made available to anyone with a disability. In the case of the deaf and hard of hearing, that means providing closed captioning for videos.

Closed captioning or video transcriptions are required for:

- “Public entities,” i.e., state and local governments, in both internal and external video communication.
- “Places of public accommodations,” which is a business in any of the following industries. (Private clubs and religious organizations are exempt.)

While the county has the capability to live-stream meetings, closed captioning has presented challenges related to the accuracy of the captions and adhering to Online Video Captioning Standards and best practices as set by the ADA:

- Each caption frame should hold 1 to 3 lines of text onscreen at a time, viewable for 3 to 7 seconds. Each line should not exceed 32 characters.
- Each caption frame should be replaced by another caption.
- All caption frames should be precisely time-synched to the audio.
- A caption frame should be repositioned on the screen if it obscures onscreen text or other essential visual elements.
- Spelling should be at least 99% accurate.
- When multiple speakers are present, it is sometimes helpful to identify who is speaking, especially when the video does not make this clear.
- Both upper and lowercase letters should be used.
- The font should be a non-serif, such as Helvetica medium.
- Non-speech sounds like [MUSIC] or [LAUGHTER] should be added in square brackets.
- Punctuation should be used for maximum clarity in the text, not necessarily for textbook style.
- Captions should preserve and identify slang or accents.

Currently, staff has the ability to add closed captioning or subtitles to Facebook live videos before and/or after the streamed video is published. This can be done two ways by manually typing the captions or using Facebook’s auto-generated closed captions. Automated captions could potentially misinterpret a word or phrase depending on the speaker’s accent, slang or quality of the recording device. In such a case, staff would have to manually re-type the captions for accuracy. Current staffing doesn’t accommodate this.

Staff has since sought a quote for third-party online and offline closed captioning services to ensure the accuracy of each live streamed video on Gadsden County’s social media accounts.

Fiscal Impact:

This item has a potential fiscal impact of the following for an On-Line & Off-Line Automatic Closed Captioning System by a third-party provider:

- \$67,875.00 – Custom On-Line & Off-Line Automatic Closed Captioning System Including SEC-492 Encoder - Including one (1) Year Factory Warranty
 - OPTION Three (3) Year Lease Per/Month \$2,658.00 0.00
 - OPTION Four (4) Year Lease Per/Month \$2,179.00 0.00
 - OPTION Five (5) Year Lease Per/Month \$1,919.00 0.00

Options:

1. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Quote



Solutions for Broadcast and Audio-Visual Applications Since 1993

Date	QUOTE #
3/8/2019	89823A

COMMAND Corp.
2803 Gulf To Bay Blvd. #406
Clearwater, FL 33759
Ph 727-460-6177
Fx 203-886-2535
www.cmnd.com

Remit To:
Command Corp.
1209 Alameda Ave.
Clearwater, FL 33759



EQUIPMENT/SYSTEM QUOTE

A 3.5 % CONVENIENCE CHARGE WILL BE ADDED FOR ALL CREDIT CARD SALES.

Name / Address
Gadsden County Kembrew Jackson kjackson@gadsdencountyfl.gov

Terms	Shipping & Handling
SEE BELOW	Prepaid & Add

Item	Description	Qty	Rate	Total
CUSTOM	ACE-2200 On-Line & Off-Line Automatic Closed Captioning System Including SEC-492 Encoder Including one (1) Year Factory Warranty.	1	67,875.00	67,875.00
WARRANTY	Additional Yearly Factory Warranty Per Year	0	7,000.00	0.00
LEASE	Lease Options:		0.00	0.00
OPTION	Three (3) Year Lease Per/Month	0	2,658.00	0.00
OPTION	Four (4) Year Lease Per/Month	0	2,179.00	0.00
OPTION	Five (5) Year Lease Per/Month	0	1,919.00	0.00
NOTE	Please note that all lease rates are an estimate and will be finalized upon proper credit approval.		0.00	0.00
			0.00	0.00

Just a couple advantages to consider leasing:
Cash purchases could decrease liquid assets vs Leasing that have no upfront costs & deferred payments mean no large cash outlay.
Tax, shipping, installations costs can erode cash where Leasing will finance all costs (100% financing) avoids out of pocket expenses.

Ask us about Fast Flexible Financing: Financing up to \$1.5 MM, Application-only up to \$250,000, Most credit decisions within minutes, Leases, finance agreements.

This Quote is valid for 30 days from date. Unless otherwise noted above, tax and shipping and handling have not been priced in this quote.

Board of County Commissioners Agenda Request

Date of Meeting: April 16, 2019
Date Submitted: April 3, 2019
To: Honorable Chairman and Members of the Board
From: David Weiss, County Attorney
Subject: Black Business Crawl and Expo

Statement of Issue:

Commissioner Hinson has submitted an application, on behalf of the Board of County Commissioners, to use the Quincy Courthouse grounds to sponsor a “Business Expo and Crawl” on May 11, 2019. He requests that the Board agree to host this event and appoint him as the Board’s representative for that purpose.

Background:

Commissioner Hinson submitted the application for the “Business Expo and Crawl” and noted that nationwide there has been such events. Commissioner Hinson wants to support Gadsden County businesses and this provides an opportunity to showcase the retail, service and professional enterprises of our community.

Analysis:

The County policy on the use of the Courthouse grounds is that it must be secured by a governmental agency or non-profit. There is also a \$1 million insurance policy required for each event.

While the event is titled the “Business Expo and Crawl”, all businesses of Gadsden County can participate. This ensures that the County complies with **Title III of the Civil Rights Act of 1964** which prohibits municipal or state governments from denying anyone access to public facilities on the basis of color, race, national origin or religion.

Fiscal Impact:

Commissioner Hinson has indicated that he expects the County’s liability policy to provide coverage to protect the County from liability, but this must be confirmed. Any costs for portable restrooms, security and clean-up would be the responsibility of the Alpha Kappa Alpha Sorority to coordinate.

Options:

1. Approve the Board of County Commissioners as the host of the “Business Expo and Crawl” event and appoint Commissioner Hinson as the Commission’s representative to host the event.
2. Do not approve.
3. Board direction.

County Administrator’s Recommendation:

Option 3.

Attachment(s):

1. Use of Grounds Application
2. Updated use of Grounds Application



COURTHOUSE GROUNDS APPLICATION

1. Non-Profit or Government Agency:

Name: Eric Hinson
Address: 9 E Jefferson St. # B
City/Zip: Quincy, FL 32351

2. Proof of Non-Profit or Government Agency:

Tax Exemption Number: _____

3. Type of Activity: Black Business Crawl and Expo

4. Proof of Insurance: One Million Dollars (\$1,000,000.00) public liability insurance:

Name in which the Policy is issued: _____
Policy Number: _____
Insurer: _____

5. Person to contact regarding this activity:

Name: Tia Thorpe
Phone Number 850-1508-9029

I, Eric Hinson HAVE READ THE ATTACHED GUIDELINES FOR USE OF THE COURTHOUSE GROUNDS AND UNDERSTAND ALL THE RULES AND REGULATIONS.

Date of Activity: May 11, 2019 Time: 10:00am - 4:00pm

Area of Grounds Requested: All of the grounds - Entire square

PLEASE RETURN COMPLETED APPLICATION TO THE FACILITIES MAINTENANCE DEPARTMENT, 1-B E. JEFFERSON STREET, QUINCY.
Telephone: 850-875-8665 Fax: 850-875-7280 Email: djoyner@gadsdencountyfl.gov

Suzanne Lex, Director, Growth Management

(Approved) _____ (Date)

Allan Meeks, Manager, Facilities Maintenance

(Approved) _____ (Date)

Dee Jackson, County Administrator

(Approved) _____ (Date)

GADSDEN COUNTY FACILITIES MAINTENANCE COURTHOUSE GROUNDS GUIDELINES

The following guidelines shall be adhered to by all bonafide and interested groups or individuals utilizing the grounds of the Courthouse Square for any activity:

1. Proof must be presented that the purpose of such activity is for non-profit or for a government agency. **No political events and/or campaign rallies will be approved.**
2. A written permit shall be obtained from the Facilities Management Division for specific activity desired.
3. Requesting entity or individual shall be responsible for maintaining the grounds and insuring that they are kept litter free.
4. **ABSOLUTLEY NO VEHICLES ARE ALLOWED ON THE COURTHOUSE LAWN. Requesting entity is required to inform all vendors of the same.**
5. When tents are being used, **tents must be anchored using sand bags.** No stakes should be driven into the lawn.
6. Requesting entity or individual shall make their own arrangements **for restroom facilities and security and provide proof of such.**
7. Garage, rummage, or flea market type sales **are not** allowed on the grounds of the Courthouse at any time.
8. Users of the grounds **will not** be allowed to string items on or between the trees and shrubbery. The exception for this item will be only for municipal lighting during the holiday seasons. Banners or signs **cannot** be attached to the Courthouse.
9. Organizations or individuals utilizing the grounds will be required to show proof of the liability insurance that holds the County harmless. One million dollars (\$1,000,000.00) of public liability insurance is required.
10. **ABSOLUTLEY NO ALCOHOLIC BEVERAGES ALLOWED ON THE COURTHOUSE GROUNDS.**

Should any questions arise concerning these guidelines as established, please consult the Facilities Maintenance Office at 1-B East Jefferson Street (Edward J. Butler Governmental Complex-Second Floor, Room 224), Quincy, Florida, (850) 875-8665.

Return permit application to: Gadsden County Facilities Maintenance
1-B East Jefferson Street, P.O. Box 1799, Quincy, Florida 32353
Fax: (850) 875-7280 Email: djoyner@gadscountyfl.gov

Alpha Kappa Alpha Sorority, Incorporated
Tau Theta Omega Chapter
1st Annual
Black Biz Crawl & Expo

Saturday, May 11, 2019
10:00 a.m.-3:00 p.m.

Gadsden County Courthouse Square

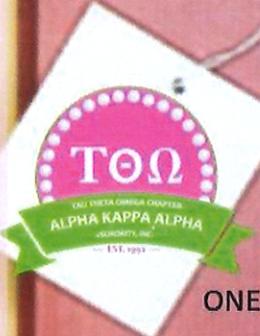
Come out and shop local, black-owned businesses and vendors on the square!

Free and open to the public! #BuyBlack365

Local, black-owned businesses and vendors are invited to set-up on the square and participate in this event free of charge. **We want you to showcase and sell your products and services!** Please email us at TauThetaOmega@gmail.com to register your business. Registered businesses will have a chance to win a \$500 gift certificate for a business plan, webpage set up, and business flyer design.

Host:
Commissioner Eric Hinson, District I

Sponsors:
ONE GADSDEN FOUNDATION
Kamilah Jolly, Esq.



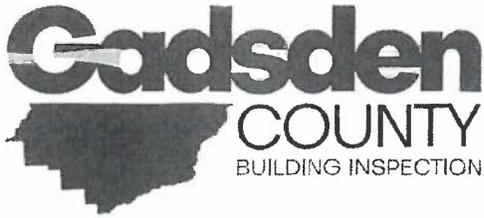
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COURTHOUSE GROUNDS APPLICATION

- 1. Non-Profit or Government Agency: Name: Eric Hinson Gadsden County Board of County Commissioners, by Eric Hinson, as appointed representative. Address: 9 E. Jefferson St. # 13. City/Zip: Quincy, FL 32351. 2. Proof of Non-Profit or Government Agency: Tax Exemption Number: Complete. 3. Type of Activity: Black Business Crawl and Expo. 4. Proof of Insurance: One Million Dollars (\$1,000,000.00) public liability insurance: Name in which the Policy is issued: Policy Number: Complete. Insurer: 5. Person to contact regarding this activity: Name: Tia Thorpe. Phone Number: 850-1508-9029.

I, Eric Hinson HAVE READ THE ATTACHED GUIDELINES FOR USE OF THE COURTHOUSE GROUNDS AND UNDERSTAND ALL THE RULES AND REGULATIONS.

Date of Activity: May 11, 2019 Time: 10:00am - 4:00pm

Area of Grounds Requested: All of the grounds - Entire square

PLEASE RETURN COMPLETED APPLICATION TO THE FACILITIES MAINTENANCE DEPARTMENT, 1-B E. JEFFERSON STREET, QUINCY. Telephone: 850-875-8665 Fax: 850-875-7280 Email: djoyner@gadsdencountyfl.gov

(Approved) (Date) Suzanne Lex, Director, Growth Management

(Approved) (Date) Allan Meeks, Manager, Facilities Maintenance

(Approved) (Date) Dee Jackson, County Administrator

**GADSDEN COUNTY
FACILITIES MAINTENANCE
COURTHOUSE GROUNDS
GUIDELINES**

The following guidelines shall be adhered to by all bonafide and interested groups or individuals utilizing the grounds of the Courthouse Square for any activity:

1. Proof must be presented that the purpose of such activity is for non-profit or for a government agency. **No political events and/or campaign rallies will be approved.**
2. A written permit shall be obtained from the Facilities Management Division for specific activity desired.
3. Requesting entity or individual shall be responsible for maintaining the grounds and insuring that they are kept litter free.
4. **ABSOLUTLEY NO VEHICLES ARE ALLOWED ON THE COURTHOUSE LAWN. Requesting entity is required to inform all vendors of the same.**
5. When tents are being used, **tents must be anchored using sand bags.** No stakes should be driven into the lawn.
6. Requesting entity or individual shall make their own arrangements **for restroom facilities and security and provide proof of such.**
7. Garage, rummage, or flea market type sales **are not** allowed on the grounds of the Courthouse at any time.
8. Users of the grounds **will not** be allowed to string items on or between the trees and shrubbery. The exception for this item will be only for municipal lighting during the holiday seasons. Banners or signs **cannot** be attached to the Courthouse.
9. Organizations or individuals utilizing the grounds will be required to show proof of the liability insurance that holds the County harmless. One million dollars (\$1,000,000.00) of public liability insurance is required.
10. **ABSOLUTLEY NO ALCOHOLIC BEVERAGES ALLOWED ON THE COURTHOUSE GROUNDS.**

Should any questions arise concerning these guidelines as established, please consult the Facilities Maintenance Office at 1-B East Jefferson Street (Edward J. Butler Governmental Complex-Second Floor, Room 224), Quincy, Florida, (850) 875-8665.

Return permit application to: **Gadsden County Facilities Maintenance**
1-B East Jefferson Street, P.O. Box 1799, Quincy, Florida 32353
Fax: (850) 875-7280 Email: djoyner@gadsdencountyfl.gov

Come out and shop local, ~~black-owned~~ businesses and vendors on the square!

Alpha Kappa Alpha Sorority, Incorporated Tau Theta Omega Chapter 1st Annual

~~Black~~ Biz Crawl & Expo

Saturday, May 11, 2019

10:00 a.m.-3:00 p.m.

Gadsden County Courthouse Square

Local, ~~black-owned~~ businesses and vendors are invited to set-up on the square and participate in this event free of charge. We want you to showcase and sell your products and services! Please email us at TauThetaOmega@gmail.com to register your business. Registered businesses will have a chance to win a \$500 gift certificate for a business plan, webpage set up, and business flyer design.



Free and open to the public!

Host:
Gadsden County
Commissioner
Eric Hinson,
District I

Board of
County
Commissioners,
Appointed
Representative

Sponsors:
ONE GADSDEN FOUNDATION
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