

**BOARD OF COUNTY COMMISSIONERS  
MEETING AGENDA  
Tuesday, May 19, 2020  
6:00 PM**

**Agenda Items**

**Invocation and Pledge of Allegiance**

Invocation

Pledge of Allegiance

**Amendments and Approval of Agenda**

**Awards, Presentations and Appearances**

**Consent**

1. Ratification Memo  
(Clerk of Court)
  
2. Approval of Minutes  
February 18, 2020-Regular Meeting  
February 4, 2020-Regular Meeting  
January 21, 2020-Regular Meeting  
January 21, 2020-Workshop
  
3. Approval of Proclamation for Public Works Week and EMS Week  
(Henry G. Grant, PhD, Interim County Administrator)
  
4. Signatures of Satisfaction of Special Assessment Lien  
(Henry G. Grant, PhD, Interim County Administrator/ Sonya Burns, Housing Coordinator)
  
5. Gadsden County W.S. Stevens School Renovation Task Order  
(Henry G. Grant, PhD, Interim County Administrator/Allan Meeks, Facilities Manager)
  
6. W.S. Stevens School Cafeteria Renovations Proposal  
(Henry G. Grant, PhD, Interim County Administrator/Allan Meeks, Facilities Manager)

7. Pat Thomas Park Survey Task Order  
(Henry G. Grant, PhD, Interim County Administrator/Allan Meeks, Facilities)
8. Replacement of Roof at the Quincy Public Library  
(Henry G. Grant, PhD, Interim County Administrator/Allan Meeks, Facilities Manager)
9. Approval of a Letter of Support for Havana Main Street  
(Henry G. Grant, PhD, Interim County Administrator)

### **Items Pulled for Discussion**

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

### **Public Hearing**

### **General Business**

10. Approval to Purchase Heavy Equipment for the Public Works Department  
(Henry G. Grant, PhD, Interim County Administrator)
11. Approval to Replace and Upgrade Video Equipment in the Commission Chambers  
(Henry G. Grant, PhD, Interim County Administrator)

### **Clerk of Court**

12. Updates  
(Nicholas Thomas, Clerk of Court)

### **County Administrator**

13. Updates  
(Henry G. Grant, PhD, Interim County Administrator)

### **County Attorney**

14. Updates  
(Clayton Knowles, County Attorney)

### **Discussion Items by Commissioners**

15. Commissioner Eric F. Hinson, District 1  
Commissioner Gene Morgan, District 3  
Commissioner Brenda A. Holt, District 4

Commissioner Sherrie D. Taylor, District 5

Commissioner Anthony O. Viegbesie, Ph.D, District 2

**Motion to Adjourn**

**Receipt and File**

# 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:** May 5, 2020

---

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

Accounts Payable Dated: May 7<sup>th</sup>, May 14<sup>th</sup>  
Payroll dated: May 7<sup>th</sup>

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON FEBRUARY 4, 2020 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: Dr. Anthony "Dr. V" Viegbesie, Chair, District 2  
Brenda Holt, Vice Chair, District 4  
Eric Hinson, District 1  
Gene Morgan, District 3  
Sherrie Taylor, District 5  
Wesley Hall, Interim County Administrator  
Nicholas Thomas, Clerk of Court  
Deborah Mennis, Assistant County Attorney  
Marcella Blocker, Deputy Clerk

**INVOCATION, PLEDGE OF ALLEGIANCE**

Chair Viegbesie called the meeting to order at 6:02 p.m. Bill Proctor gave the Invocation and led in the Pledge of Allegiance to the U. S. Flag.

**AMENDMENTS AND APPROVAL OF AGENDA**

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA WITH A SECOND BY COMMISSIONER MORGAN. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

**AWARDS, PRESENTATIONS AND APPEARANCES**

There were none.

**CONSENT**

Commissioner Morgan made a motion for approval of the consent agenda and asked to pull Item 4 and Commissioner Holt asked to pull Item 5.

COMMISSIONER MORGAN MADE A MOTION TO APPROVE WITH A SECOND BY CHAIRMAN VIEGBESIE. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

1. Ratification Memo
2. Resolution in Support for the US 90 Sidewalk Project
3. Approval to Accept the FY 2020 1<sup>st</sup> Quarter Report
4. ~~Amendment No. 2 to Agreement No. T1710 between Florida Department of Environmental Protection and GCSBOCC~~  
Pulled for Discussion
5. ~~Agreement with Logan Roofing for the Preventative Maintenance Program for the W.A. Woodham Building~~
6. RAM Construction Change Order for the W.A. Woodham Roof Replacement

**ITEMS PULLED FOR DISCUSSION**

**4. Amendment No. 2 to Agreement No. T1710 between Florida Department of Environmental Protection and GCBOCC**

Commissioner Morgan asked about the 50/50 match for the project.

Allan Meeks appeared before the Board to address the question. Mr. Meeks said the match money was budgeted in 2018 for \$200,000 and was already bid out.

Commissioner Holt asked how they were bid out.

Mr. Meeks stated they were advertised and Dewberry and Peavy & Son were awarded the low bid at previous meeting this fiscal year.

**COMMISSIONER HINSON MADE A MOTION TO APPROVE WITH A SECOND BY CHAIRMAN VIEGBESIE. THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE. COMMISSIONER MORGAN OPPOSED.**

**5. Agreement with Logan Roofing for the Preventative Maintenance Program for the W.A. Woodham Building**

Commissioner Holt stated she understood this was a low-cost item and asked what it was bid out at.

**Allan Meeks, Facility Manager**, appeared before the Board to explained Logan Roofing put the roof on through Ram Construction. That was brought to the Board for approval and he stated this was an agreement for them to do a 6-month inspection for the warranty that needed to be maintained on the roof.

**COMMISSIONER HOLT MADE A MOTION TO APPROVE WITH A SECOND BY COMMISSIONER HINSON. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS**

**Albert Beddy, 7281 Sycamore Road, Quincy, FL** appeared before the Board to speak about unregistered junk cars at 7185 Sycamore Road. He spoke on the junk cars on the property and had a Petroleum Hydrocarbon Assessment Oil and Grease Report he presented to the Commission. He stated it was affecting his property and he pays taxes for 10 acres and cannot use his property, raise his animals or use his well. Mr. Beddy was advised to contact the County Administrator's Office to arrange an appointment.

**Sarah Battles, 18 Martin Street**, hospital contract, deferred her time to Bishop Green.

**Dr. Willie C. Green, Bishop, 296 Bradwell Road, Quincy, FL**, appeared before the Board regarding the hospital contract. He acknowledged that the current contract looked better than the previous contract. He said some concerns the citizens of Gadsden County and the BOCC should have were, according to the referendum the citizens voted and approved, the ½ sales tax that was levied upon the citizens for 30 years, was designed to accomplish several things and

along were a primary care, preventative care, funding for healthcare programs to provide healthcare services to eligible indigents and more importantly, in-patient care. facility. He asked why the 4 beds at the hospital had not been upgraded to active status and why the 4 beds could not be turned into active, in-patient care beds. Bishop Green questioned the BOCC saying, after 10 years, why had there been no progress made to activate the 4 beds and turn them into in-care and then improve the facility to accommodate the remaining 10-16 potential beds. He stated the new proposed contract had language that did not obligate the Company to do anything with the 4 beds and there was no language to have them at least try to turn the facility into an in-care patient facility and that was what the citizens voted for. He further stated the County should live up to the promises made to the citizens to provide a hospital that could give patient in-care beds. He asked the Board to think long and hard before signing the contract. He further stated the current contract looked better than the one signed in 2010 and asked what it would cost to transition the beds into in-care beds and what problem(s) stand in the way.

Chairman Viegbesie assured him the BOCC would take the comments into consideration when going into contract negotiations.

Commissioner Holt thanked everyone for coming out to speak about the hospital. She said there were other healthcare providers.....

Commissioner Morgan called for point of order.

Chairman Viegbesie said there have been series of workshops going on, and there were still developments going on and a workshop again and the BOCC's thoughts and ideas need to be interjected during those meetings and workshops.

Bishop Green re-appeared before the Board and thank the BOCC for considering the idea. Looking at the two side by side, there was a big difference. He stated they were close and should be able to get something in terms of in-care beds, and that would make a big difference.

**Angril Bozeman, POB 2403 Havana, FL**, deferred to Bishop Green

**Shara Williams, PO Box 97, Quincy, FL**, yielded time to Bishop Green

**Jo Ann Williams, 136 Atwater Rd.** appeared before the Board regarding the Hospital. She hoped this would be brought back to the citizens. She stated rural residents did not all have the opportunity or the transportation to get back and forth to Tallahassee without undo stress. When the hospital was in operation it was good and she wants it to be made possible to have the Hospital brought back to the Gadsden County Citizens.

**Shirley Moore, 885 Newberry Rd**, yielded her time to Bishop Green.

#### **PUBLIC HEARINGS**

None

#### **GENERAL BUSINESS**

**7. FDOT Grant Application Cycles**

Mr. Hall introduced the above item and stated it was submitted to the Board for approval to submit grant applications to the Florida Department of Transportation under the Small County Outreach Program (SCOP); Small County Road Assistance Program (SCRAP); County Incentive Grant Program (CIGP) and Small County Outreach Program-Bridge Repair (B-SCOP).

**COMMISSIONER HINSON MADE A MOTION TO APPROVE WITH A SECOND BY COMMISSIONER MORGAN. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**8. Approval of Contract for Legal Services**

Mr. Hall introduced the above item and said it was presented for approval of the legal services contract with the Pittman Law Group.

Commissioner Hinson said he had briefly talked with some members of the Pittman Law Firm and wanted to disclose that. He stated they had not talked about the contract, had just spoken in general.

Commissioner Taylor said the group also provided community support after they were selected but had nothing to do with the contract.

**COMMISSIONER HINSON MADE A MOTION TO APPROVE WITH A SECOND BY COMMISSIONER TAYLOR. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**CLERK OF COURT**

**9. Updates**

Nothing to report.

**COUNTY ADMINISTRATOR**

**10. Updates**

Mr. Hall thanked everyone that was involved with the SHIP house on Attapulugus Highway that was turned over to the citizen. He stated there was a nice turn-out, it was heartwarming and made a difference.

Chairman Viegbesie said there was lot of rehab houses that were using State and Federal Grants to do. He further stated it did not matter which district the key presentation was in, he encouraged as many Commissioners that could to share in the joy with the citizens.

Commissioner Taylor said she did not know if the "ribbon cutting" would be something the County would start doing, she did not recall it happening in the past. She said she was happy for the family that received it and thought it should happen for each family and not be an isolated situation.

Mr. Hall stated it was not an isolated situation and he thought it was a great idea and plans on moving forward with marketing, and letting people know the things the County was doing to

make a difference in the community. He further stated the ribbon cutting would happen each and every time.

Commissioner Hinson apologized, he stated he was not sure when he received a phone call for the key presentation, but almost everyone in Midway and Havana knows when he receives a phone call, he would be there. He did not understand what it was until later.

Chairman Viegbesie stated there was no need for Mr. Hall to apologize, it was an initiative that was introduced by Mr. Hall as a way of getting the citizens to understand that their Government was actually doing things as opposed to doing things and nobody knowing what was going on. It was a last-minute thing and Chairman Viegbesie thought it was a good idea.

Mr. Hall stated he would make sure the notice gets out in advance from this point on.

Commissioner Hinson stated as long as houses keep getting done, he was fine with it.

### **COUNTY ATTORNEY**

#### **11. Updates**

Ms. Minnis stated there was nothing to report.

Commissioner Taylor asked if the BOCC approved a contract for the Interim Administrator.

Commissioner Viegbesie said the contract had been previously approved at an earlier meeting, she may have been absent at that meeting.

Commissioner Morgan said the Board approved the Interim Agreement for the Administrator and that Commissioner Hinson had asked the County Administrator position be brought back in February for the search for the County Administrator position.

Commissioner Hinson stated he would love to entertain it, but not tonight.

### **DISCUSSION ITEMS BY COMMISSIONERS**

#### **12. Report and Discussion of Public Issues**

##### **Commissioner Eric Hinson, District 1**

*Commissioner Morgan stepped out at 6:42 pm.*

Commissioner Hinson thanked the Board for having a very productive meeting and the citizens that came out to express their concerns.

He further stated they needed to be careful in how they spoke and in giving direction to other Board Members, because everyone was human and they needed to make sure they did not raise their voices and dictate to people.

Commissioner Hinson said concerning Gibson Sawmill Road, he had a gentleman that had concerns that a lot of people were driving on Highway 27 and a lot of major accidents on the curve in the road. He said concerning the Hospital, it was very serious, even critical. He wanted to hear more input from the citizens.

**Commissioner Gene Morgan, District 3**

**Commissioner Brenda Holt, District 4**

Commissioner Holt thanked everyone for coming out on the hospital issue. She stated what was going to have to be done was look at other providers to see what was sufficient for a contract. She further stated the contract was better than what the County had before but not what the citizens voted for, they voted for a Community Hospital. She encouraged the citizens to put pressure on the Commissioners.

Chairman Viegbesie called for point of order and asked the citizens to keep comments and feedback and if they had anything to say in regards to the Commissioners comments, to raise their hand and he would recognize them when she was finished speaking.

Commissioner Holt continued and stated the citizens could call the Manager's office with questions and suggestions, because this item was going to come before the Board. There should be a line out the door for this meeting and input was strongly encouraged. She added that healthcare was too important and she was willing to "jump on the sword" for this one.

She told the Commissioners they did have a Legislative Agenda and Commissioner Taylor brought this up. She wanted to make sure the Commissioners were all on the same page. When she was asked what was the Agenda, she said it was the same thing the BOCC had last year because requests remained the same.

Commissioner Holt stated the key presentation was a good idea. She asked for an update on repairs on the two bridges that went down.

**Lisa Robinson, Interim Public Works Director**, appeared before the Board. She stated Juniper Creek was scheduled to be completed by May 2020, and Hutchinson Ferry plans have been completed and was put out for bid.

Commissioner Holt also said the County was in the running for HGTV, hopefully with other cities. HGTV wants to do overhauls of towns they think are economically distressed.

**Commissioner Sherrie Taylor Vice-Chair, District 5**

Commissioner Taylor said she was waiting for the Citizens Bill of Rights to come back on the Agenda.

Mr. Hall said he would get it on the agenda as soon as possible.

She further said some of the paving money was taken to fix Hutchinson Ferry Road and asked if another funding source has been found. Mr. Hall said, no, there had not been another funding source found.

She also said she would not be present on the 18<sup>th</sup>, and would be appearing by phone.

With regards to the hospital, she wants to see a full-service hospital here. The reason she was supporting what the BOCC had done was because it is impossible for a County of our size to support a full-service, operating hospital. Different doctors and specialists would have to go into hospital and set up shop and add revenue to keep doors open at the levels needed, and that

would be difficult. To get four beds, you need to get a kitchen, get specialists 24 hours a day, equipment, and other things the County could not afford. At the last meeting with CRMC, the Board said, if it could not be done now, then they would need to come up with a plan, showing the County where it would develop as the years come instead of saying it would never happen. She stated she supports a hospital but they needed to be realistic as to what the County could afford at this time.

Commissioner Holt said she had two calls on the private roads workshop and there were complaints still in the Building Inspection Department. She asked for these items to be researched.

Commissioner Taylor said the BOCC hired Mr. Lawson as lobbying firm and asked if they were on the ground and if they would come give a report to the Board before the sessions were over. She asked Mr. Hall to get a lobbying firm here.

Commissioner Hinson said someone came to him and had heard the agenda for the lobbyist changed overnight. He stated he was shocked. He further stated the BOCC needed to make sure to stay focused.

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

Chairman Viegbesie said with regard to the legislative Agenda, there were Appropriation forms that should be completed for items and the BOCC did not have anyone to complete the forms to track the process. The County needs a lobbyist that has time to complete the appropriation papers. The bills the BOCC had requested could then be followed. He further stated the only thing that concerned him was what was good for the County and the citizens.

Commissioner Holt said she did not want to put the lobbyist name out, other counties filled the forms out, and Gadsden is the only county out of 9 that did not. The deadline is over and she stated it was not the lobbyist's fault.

**Receipt and File**

**UPCOMING MEETINGS**

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR VIEGBESIE DECLARED THE MEETING ADJOURNED AT 7:17 P.M.**

---

**ANTHONY O. VIEGBESIE, PH. D., Chairman**

**ATTEST:**

---

**NICHOLAS THOMAS, Clerk**

**AT A REGULAR MEETING OF THE BOARD OF COUNTY  
COMMISSIONERS HELD IN AND FOR GADSDEN  
COUNTY, FLORIDA ON FERUARY 18, 2020 AT 6:00 P.M.,  
THE FOLLOWING PROCEEDING WAS HAD, VIZ:**

**Present:**       **Dr. Anthony “Dr. V” Viegbesie, Chair, District 2**  
                  **Brenda Holt, Vice Chair, District 4**  
                  **Eric Hinson, District 1**  
                  **Gene Morgan, District 3**  
                  **Sherrie Taylor, District 5-appeared by phone**  
                  **Wesley Hall, Interim County Administrator**  
                  **Nicholas Thomas, Clerk of Court**  
                  **David Weiss, County Attorney**  
                  **Marcella Blocker, Deputy Clerk**

**INVOCATION, PLEDGE OF ALLEGIANCE**

Chair Viegbesie called the meeting to order at 6:03 p.m. Rev. Matthew Bryant, St. John AME Church, gave the Invocation and led in the Pledge of Allegiance.

*Commissioner Morgan arrived at 6:04*

**AMENDMENTS AND APPROVAL OF AGENDA**

Mr. Hall said he would like to add Item 9a under Consent-Approval to award RFP No. 19-19 Rebid to Provide Professional Emergency Management Contractual Services on a Continuing Service Contract.

Mr. Weiss asked to pull Item 6 for discussion.

**COMMISSIONER HOLT MADE A MOTION TO APPROVE AND COMMISSIONER HINSON MADE THE SECOND, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA AS AMENDED.**

**AWARDS, PRESENTATIONS AND APPEARANCES**

**1. Java Medical Group**

Mr. Hall said the group was not able to make the meeting for the presentation.

(They then went to Item 10 and Commissioner Morgan pointed out Citizens Requesting to be Heard)

**CONSENT**

**2. Ratification Memo**

**3. Resolution in Support of the St. Hebron Road Sidewalk Project**

**4. Approval of Resolution No. 2020-005 Amending the State Housing Initiatives Partnership Program (SHIP) Local Housing Assistance Plan for FY (s) 2020-2021, 2021-2022, 2022-2023**

**5. Old Federal Road SCOP-Bid Award**

- ~~6. Old Federal Road SCOP-CEI Task Order~~  
Pulled for Discussion
7. Fairbanks Ferry Road SCOP-Professional Services
8. Approval of the E911 Rural County Grant Application for E911 System and MapSAG Annual Support and Maintenance
9. ESO Electronic Patient Health Record Software License Agreement and Business Associates Addendum
- 9a. Approval to ward RFP No. 19-19 Rebid to Provide Professional Emergency Management Contractual Services on a Continuing Service Contract

**ITEMS PULLED FOR DISCUSSION**

**6. Old Federal Road SCOP-CEI Task Order**

Mr. Weiss said he had concerns and raised his concerns with the Public Works Director and Administrator. Currently there is a prohibition against using the same engineer for CEI services that also designs the project. Dewberry designed the project and the task order is for them to provide CEI services. He said his understanding and the response to his concern was at the time this particular SCOP agreement was entered into, there was no prohibition and the engineer could provide both design services and CEI services. But because there was currently that prohibition and that particular contract does incorporate existing provisions of law, he had concerns about potentials for jeopardizing funding for the project. He said he has been told by the Administrator, Public Works, and engineer that what DOT has told them was it was OK because they were operating under the old rules. He said to get something in writing from the District Secretary saying such and they have not been able to get that. He said that was his concern and they could proceed as they saw fit but he wanted to caution them against doing that because he did not want to jeopardize funding for the project.

Chair Viegbesie said he thought they needed to listen to their legal counsel and his legal opinion on some of the things they were doing.

Commissioner Morgan thanked him. He asked if there would be an issue if they tabled the item for clarification and waited to receive the written letter per his suggestion. Mr. Weiss said he would have to defer to the Administrator, Public Works Director or engineer on that. Commissioner Morgan said if not an issue tabling, he recommended they do that. Chair Viegbesie pointed out that the next meeting would be the second meeting in March.

**Justin Ford, Dewberry**, appeared before the Board. He said he did not believe there would be any impact, the contractor was ready and willing to get started. He said the rule has changed three different times and the way DOT has always operated, when the grant was awarded, they operated under the rules it was awarded at that time. If they want to get additional clarification, he would be glad to coordinate with DOT and would be no problem.

Commissioner Morgan said based on that information, he made a motion to approve option 1.

**COMMISSIONER MORGAN MADE A MOTION TO APPROVE OPTION 1.**

Commissioner Holt wanted to offer another motion if this did not pass.

**CHAIR VIEGBESIE SAID IF NO SECOND, MOTION DIED FOR LACK OF SECOND.**

**COMMISSIONER HOLT MADE A MOTION TO APPROVE OPTION 1 CONTINGENT ON LETTER FROM DOT AND COMMISSIONER MORGAN MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.**

Mr. Weiss said he felt it was his job to point this out the concerns and did not want to delay this job.

Commissioner Holt said Item 7 was also the same road and project and asked if there were any concerns and Mr. Weiss said there were no issues with that item.

Chair Viegbesie asked if the Agenda had been approved, it was said they approved the pulled and added item.

**CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS**

Chair Viegbesie announced the Speaker Request Forms were for an Agenda Item (Hospital) with the exception of one for economic development.

Alan Keese, 6598 Lake Pisgah Dr., Tallahassee, FL 32309

Angril (Shane) Bozeman, POB 2403, Havana, FL

Dr. Christopher Tidwell, 300 S. Duval St., Tallahassee, FL

**Pastor Charles Colston, 7095 Bainbridge Highway, Quincy, FL 32352**, appeared before the Board concerning economic development. He was concerned with the fact there were too many young people to counsel because of the lack of opportunity. He asked if a training school could be developed to get the young people off the street to give them an opportunity at life.

Commissioner Hinson said this was some of the same sentiments he had.

Chair Viegbesie suggested the Pastor schedule a meeting with the Administrator and then individually with the Commissioners.

Commissioner Holt said they needed to schedule a workshop with the School Board, CareerSource, the County, the Cities and Armory to look at a 5-year plan to sit down together and work on this.

Shelanda Shaw

Nivas Pandit, MD, hospital

Lisa Tzanakis, 405 E. Carolina Street, Tallahassee, FL, CRMC lease

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

**10. Lease between Gadsden County and Capital Regional Medical Center and Related Agreements**

Mr. Hall introduced the above item and said it sought decisions regarding an Amended Lease between GCBOCC and CRMC with the existing hospital. A decision was also sought regarding the proposed Indigent Care Payment Agreement and Transportation Service Agreement.

Chair Viegbesie said they would recognize all the speakers and this item would be voted up or down tonight.

Pastor Colston re-appeared before the Board. He said he had heard too many times if this hospital had not been here, people would not have made it and having this hospital was important.

**Bishop Willie C. Green, 296 Bradwell Road, Quincy, FL**, appeared before the Board. He said several of his concerns had been addressed. He applauded the Committee and the Commission for the outstanding job they had done from the first proposal that was on the table. He said however, he asked if they had met the requirements of the Referendum the citizens requested. He asked why the four beds were still on non-operational status, the same as they were on the original contract. What would it bring to bring them into operational status? He asked with the 35-mile rule in place, could there ever be a hospital in place. If not, have the citizens been defrauded.

**Angril (Shane) Bozeman, POB 2403, Havana, FL**-she yielded her time to Bishop Green.

**Lisa Tzanakis, 405 E. Carolina St., Tallahassee, FL** appeared before the Board on behalf of the hospital. She said the access that the ER provided for their constituents was something they have heard has saved lives and some were in the room.

**Dr. Christopher Tidwell, 300 S. Duval St., Tallahassee, FL** appeared before the Board and spoke on behalf of the hospital. He said he was the Medical Director for the ER Capital, for Gadsden and for Southwood and when they open the new facility at Lake Jackson. He said he was happy and proud to be here.

**Nivas Pandit, M.D., Cardiology**, appeared before the Board and spoke on behalf of the Hospital. He said he loves what he does and is passionate about his job.

**Darlene Price, 3211 Tallavana Trail, Havana, FL, Clinical Manager at Gadsden ER**, appeared before the Board and spoke on behalf of the hospital. She asked that the Commissioners sign the contract on behalf of her and her staff, who would like to have consistency and would like to know they had a job come tomorrow.

**Alan Keesee, 6598 Lake Pisgah Dr., Tallahassee, FL 32309** appeared before the Board and spoke on behalf of the Hospital. He said they have been proud to serve Gadsden County and wanted to look forward to a partnership for another 15 years and wanted nothing more than to benefit. He said they were proud of the quality and of what they have provided.

Chair Viegbesie said there were no more speaker forms and the floor was now opened to the Commissioners.

Gadsden County Board of County Commissioners  
February 18, 2020 Regular Meeting

Commissioner Taylor said she hoped she could be heard clearly as she was appearing by phone. She said the new lease agreement was to have language in that was to have segway for the 4 beds for some time in the future. She said she had used the facility several times and walked away with good treatment.

Commissioner Hinson said he had questions and asked the Administrator if he was able to research questions Bishop Green asked. Mr. Hall said he had looked into the questions but did not have any conclusions at this point.

**Mike Glazer, Assistant County Attorney**, appeared before the Board to address questions. He said he believed the lease did comply with the language in the ballot amendment from 2008. He also said that since the last joint meeting they have added additional language into the lease that strengthened the lease.

Commissioner Hinson asked how it complied and Mr. Glazer addressed that. Mr. Glazer said they added specific requirement for independent report they will pay for.

Commissioner Holt said on the referendum it said “included but not limited” that meant they must open the hospital; it did not mean they could do other things and substitute in there for opening the hospital.

*Commissioner Morgan stepped out at 7:01 p.m.*

Commissioner Holt said she was not a linguist but Dr. Green was and it said “include” and that meant you “must include what it said on the ballot and means you must open the hospital”. She said that included primary care, preventative care and in-patient care. She showed a book and said it was one used in '08 for the ballot.

*Commissioner Morgan returned at 7:02 p.m.*

She said it had nothing to do with CRMC, the Commission changed and they decided not to do this. If going to put this in the contract, they need a way to see step by step how it is going to work. Citizens want to see exactly what they voted for; they voted for beds and did not get beds. She asked Mr. Glazer to step back up to the mike. She said some people had the impression that without the Critical Care designation the hospital could never open and asked if it was stated in the recent meeting. Mr. Glazer said that was not the case. She said they went to several Courts and got the rural designation back for the hospital. She said she called ACHA today, first thing she asked about was the swing bed part. The 10 swing beds would pay for the other 15. She said this item needed to be tabled because this board has never done what they were told to do. She said they had not had one workshop when they were looking at healthcare. She felt it should be tabled until the Board came up with a plan. She said they have been paying into this for 11 years and should have had a plan in 11 years.

Commissioner Morgan said he was going to take a different approach from Commissioner Holt.

*Commissioner Holt stepped out at 7:15 p.m.*

Commissioner Morgan continued and said this would make an impact to citizens. They have spent many hours to get to the point they were at this evening. He said he wished they could have 25 beds but the fact was the current market would not support it. He said if people came to Chattahoochee where he lived, you could have the best fried seafood without having to drive to the coast, fried chicken, could go to WD's, Northside, Rutabaga's Café and wished they could have an Outback Steakhouse and he said he liked Cracker barrel and Red Lobster and a lot of other restaurants but the fact was there was not a market in Chattahoochee or in Quincy that would support that type of restaurant. He said he used that as an analogy because one of the most important things they could do regarding healthcare was to offer a sustainable, working solution and that was what they had currently. It offered quality care.

*Commissioner Holt returned at 7:16 p.m.*

Commissioner Morgan said they may have the best hospital for one year, but it would not last. He said they needed to have something that offered them an option for growth and they had that and to Bishop Green's point, they needed to meet the legal obligations that were set forth in what they were subjected to from the Referendum. He said he has asked multiple attorneys and all have said they have met their legal obligations. He added he hoped in the days ahead, they were allowed to add a 25-bed hospital, if the market allowed for it. He said their responsibility was to provide something that provided quality care that was sustainable and affordable and he has been a patient there and they did a great job. He said at the appropriate time he thought Commissioner Taylor wanted to make a motion and he would make the second.

Commissioner Hinson said he noticed they kept referring to this as a hospital and it scared him because it was an emergency room. He said he had a cousin that died there. He did not want to play politics. He said no-one ever eluded to fact it was an emergency room, if so, he would resign from the BOCC.

Commissioner Taylor called the question.

Chair Viegbesie said he could not call while a Commissioner was speaking.

Commissioner Hinson thanked them for patience, would feel better, personally, if they did 5 years and that would show they were 100% behind them and everything was fine with the whole contract.

Commissioner Holt said there was no plan to continue on to achieve what the ballot said. If there was a plan in the document, she said she would have found it and said they could not reach the goal of putting in what the citizens voted for in this document, it was not there. She said she was in no hurry to vote on this tonight. She asked Mr. Glazer to address that.

Mr. Glazer reappeared before the Board to address Commissioner Holt's questions. He said there are plans for reports that are specified in the contract.

Commissioner Holt said this was political cannibalism; if they were to look at it and look logically; she asked when the contract ended. Mr. Glazer said June 2020; if no action is taken, it rolled over for 5 years. She said she could not support this. She said it was very difficult to bring companies here when they have no hospital.

Chair Viegbesie said he spoke with Java and his discussion with them was part of the analysis of his position. He read below aloud to be entered for the record.

FACTS:

1. The amount collected thus far since the inception of the ½ cent indigent sale tax? = \$15.4M -\$6.8M (DEBT SERVICES) = \$8.82M
2. The estimated cost for procuring the initial equipment and facilities preparedness required to establish a full 4 active beds capacity Rural Healthcare Facility? = \$5M-\$7M with the barest basic minimum amenities
3. The annual revenues collected from the ½ cent sales tax? =\$.88M (After Debt Services)
4. The estimated bare minimum annual cost for operating a small rural 4active beds hospital= \$750,000 per month =\$9M annually
5. Was a thorough cost/benefit analysis conducted to ascertain the estimated cost of establishing and operating a 4-25 beds full services hospital versus the projected revenues that will be generated when the language of the initiative was been developed and promoted for the ½ cent sales tax initiative before the ballot referendum? I DO NOT KNOW. I WAS NOT HERE AT THAT TIME.
6. As an economist, I am not sure if the possibilities of viably operating the advertised sized hospital facility promised was compared with the projected revenues generated from the ½ cent tax before it was communicated to the citizens?

I am sure that the intent of the drafter of the ballot initiative May have drafted the language in the ballot initiative promised a lofty, great-hearted, ambitious and magnanimous goal. Please know that the drafter of the ballot initiative were humans and ALL humans do make mistakes; unless you are a narcissist.

We MUST think of the possibilities that, just maybe, the humans that drafted and developed the ballot initiative for the 1/2 cent sales tax, which was overwhelmingly approved by the voters, may have promised a service that cannot be provided under the fiscal conditions considered.

Commissioners, I think that we owe the citizens of this County the morally human as well as the elected public official constitutional obligation to do what is for the best interest of the citizens.

There is no one on this Commission that do want a fully operating hospital in Gadsden County.

In my honest opinion, the best interest of our citizens, right now, is ensuring that they have access to the best possible healthcare services that we can afford and provide with the limited resources we currently have.

The citizens of this county have ALL rights to demand what they were promised and that was full-service hospital.

Now that we know better, it is our responsibility to accept our errors in judgements when those promises were made and let's work on what will make the citizens close to whole until we can make them whole by establishing a self-sustaining Hospital.

This ballot initiative was drafted prior to the enactment of the Affordable Healthcare Act, Physician Owned Healthcare Operations were possible and after the passage of the Affordable Healthcare Physician Owned Healthcare Operations are no longer permitted in this nation.

The operation of a hospital includes the provision of ALL aspects of operations:

- \* Pharmacy
- \* Specialists (Doctors, Nurses, Custodial Service Providers, Security, dietary/kitchen, etc, etc
- \* Emergency Service
- \* Medical Surgical Services
- \* Diagnostic Equipment for CT Scans, MRI, X-Rays etc
- \* Lab work Facilities and specialists
- \* Therapists: Physical, Respiratory, clinical and so on

This the way I see it right now,

There is no doubt that every Commissioners here sincerely desire a hospital established here in Gadsden County.

I am going to strongly suggest that we take a path that will enable us provide the citizens of this county access to some healthcare services rather than that which will give them none at all.

We are making progress and I am sure that one day in the not too far future this County will be able to be in a fiscal position that will sustain a hospital. Just think about this, the contract with CRMC contract have has been revised and modified about seven times, in favor of the citizens, in the short time I have become a member of the County Commission. There are two hospitals in Tallahassee and people still die in Tallahassee.

I am taking the position of continuing to work with CRMC to gradually improve the healthcare services provided to the citizens of this County until we can get to that pace where this County can re-establish and self-sustaining operation of a full fledge hospital. We must not put the citizens of this county back to those days of a dry spell in which there were no access to any kind of healthcare services.

He added for them to do what was good by the citizens of the County and provide them access to health service while working towards getting to a point where they were healthy enough financially to run a hospital themselves. He said his position was he was going to vote for the contract as long as they hold CRMC accountable for continuously improving their services to the citizens of the County.

**COMMISSIONER MORGAN MADE A MOTION FOR APPROVAL OF OPTION 1 AND ASKED FOR A ROLL CALL VOTE AND COMMISSIONER TAYLOR MADE THE SECOND. COMMISSIONER HINSON HAD A QUESTION.**

Commissioner Hinson said he never said his first cousin died and it was CRMC's fault. He said it was their first responsibility to take the safety and welfare of their County. He said for them to look at the Agenda Item where it states "hospital". He said they needed to change the narrative a little, they were still "echoing" it was a hospital. He said not to put everything on God or Jesus, sometimes man creates things as well.

Chair Viegbesie called for Order and said Commissioner Hinson was out of order. (The Bailiff and Security stepped forward.) Commissioner Hinson said he was going nowhere; he was a County Commissioner and by law he could not end his conversation. Chair Viegbesie said "God takes lives, I never brought God in here. Commissioner Hinson, we are going to stop this." Commissioner Morgan moved the question.

Chair Viegbesie said "Now, (inaudible) on record, 2022 I'm up for re-election. If I decide to run, you all don't vote for me (Commissioner Hinson is still talking) if this is the reason why, ok? So let us go ahead and carry this vote."

Commissioner Hinson said "...I am a Constitutional Officer. As long as I don't do nothing to violate somebody else, you can't do anything with me, ok? I haven't done anything but just hold a conversation for my citizens. That's all I'm doing."

The Bailiff told him they would maintain order and he stated he was not finished.

Commissioner Taylor asked they please call the question.

Chair Viegbesie said (while Commissioner Hinson was talking) "Please Commissioner Hinson, please..."

Commissioner Taylor "He can be removed Sir" (all the while Commissioner Hinson is talking).

Chair Viegbesie "I know he can" (Commissioner Hinson is still talking).

Commissioner Taylor "He can, he can, Mr. Chair, call the roll, please" (Commissioner Hinson is still talking.)

Commissioner Hinson "I'm just asking a simple question Mr. Chairman that, is that, I don't mind voting for this..."

Commissioner Taylor said "Please call the question."

Chair Viegbesie said "Commissioner Hinson, you have been present in every workshop that we have had. You should have raised that issue and let that revision be made before it come to this point. Let's not grandstand at this point of the meeting. Deputy Clerk, will you please..."

Commissioner Holt said she had a question.

Commissioner Taylor said “She could call the roll; she could call the roll.”

Commissioner Hinson is still talking (inaudible and the Bailiff approached him) “I’m in order. I raised this question. I can go look at the minutes and the minutes clearly said that I asked the question Mr. Chairman. All I did was ask the question when he first showed up, I said can we change the it got the saying ‘hospital’ on there can we change from hospital to something else. I’m not going against this here. I’m just saying got to change some of the language so the people won’t think it is a hospital Mr. Chair. That’s all I’m just saying. That’s all I’m just saying, just change it so we can make sure that people don’t make mistakes going to Quincy or when they live in St. Hebron, they think it’s a hospital. They know it’s not a hospital, they not gonna go to Quincy, they gonna go straight to Tallahassee or they having a heart attack. You can’t take these people’s lives for granted. That’s all I’m just saying. I apologize for representing my constituents.”

Chair Viegbesie said “Thank you very much, your comment is very well taken and in future development, that will be taken into consideration when this contract is up for revision. OK, Commissioner Morgan?”

Commissioner Morgan moved the question.

Chair Viegbesie said there was a call to question and asked for a second.

Commissioner Taylor asked why he was able to call the question and she had been calling the question the whole night. She made the second to calling the question.

Commissioner Holt asked for an amendment to the motion to consider swing beds and put language in later.

Commissioner Taylor said to call the question.

Chair Viegbesie asked if that was a motion and Commissioner Holt said yes and he asked for a second. Commissioner Hinson made the second.

CHAIR VIEGBESIE ASKED FOR A VOICE VOTE ON THAT MOTION THE BOARD VOTED 3-2 AND MOTION FAILED. COMMISSIONERS MORGAN, TAYLOR AND CHAIR VIEGBESIE OPPOSED.

Chair Viegbesie said they would now carry the vote.

<b>COMMISSIONER HINSON</b>	<b>NO</b>
<b>COMMISSIONER TAYLOR</b>	<b>YES</b>
<b>COMMISSIONER HOLT</b>	<b>NO</b>
<b>COMMISSIONER MORGAN</b>	<b>YES</b>
<b>CHAIR VIEGBESIE</b>	<b>YES</b>

**MOTION PASSED 3-2**

Mr. Glazer reappeared before the Board and asked about the other contracts. It was pointed out that all three contracts were covered in Option 1 and adopted.

**CLERK OF COURT**

**11. Updates**

Mr. Thomas was present and had nothing to report.

**COUNTY ADMINISTRATOR**

**12 Updates**

Mr. Hall said the next meeting scheduled for March 3<sup>rd</sup> was cancelled and the next meeting would be March 17<sup>th</sup>.

**COUNTY ATTORNEY**

**13. Updates**

Mr. Weiss said this was his last regular meeting but he would be here for the workshop scheduled on Thursday, February 20<sup>th</sup>.

**DISCUSSION ITEMS BY COMMISSIONERS**

**14. Report and Discussion of Public Issues**

**Commissioner Eric Hinson, District 1**

Commissioner Hinson thanked the attorney for his services to the County and the Board. He said on the 29<sup>th</sup> there will be a Black History Parade and the County was sponsoring it along with the Alpha Alpha Fraternity, African-American History Committee and the City of Quincy also had jumped in on it.

Commissioner Taylor ended her phone appearance and called back to make sure the hospital vote went through.

He said on the 28<sup>th</sup> the MLK Foundation of Florida would be hosting a Black History Gala at Havana Northside Highschool at 6:00 p.m. and Ben Crump would be the keynote speaker.

**Commissioner Gene Morgan, District 3**

Commissioner Morgan said he had nothing to report.

**Commissioner Brenda Holt, District 4**

Commissioner Holt said the hospital contract would have rolled over and she was asking for another month on that item. She said she wanted the attorney for the hospital contract to be placed on the agenda.

She said she heard \$2 Million that they should be getting for the bridges and there were still other items they were looking at and hoped they could get that funding along with other funding.

Commissioner Hinson said there was a situation in Midway on MLK Blvd, the road has serious issues. He was told it was a County road and then recently told was a City road. Mr. Hall said Pam Revels was looking into it.

**Commissioner Sherrie Taylor Vice-Chair, District 5**

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

Chair Viegbesie said on February 14<sup>th</sup>, there was a Leadership Visionary Meeting with Chairs of municipalities and School Board to brainstorm the future of the County. There were serious conversations going on and he would be getting input from the Board as to where they want to move the County to.

He said progress was on its way and some projects are shovel-ready. He wants the Board to seriously consider retro-fitting the hospital should the need be if a hurricane or bad weather comes this way for special needs.

He suggested this body create a transportation safety committee to help explore and review the transportation and safety needs of the County. He felt it was something they needed to look into doing this to take the County into the right direction.

Commissioner Holt asked if he spoke with Congressman Lawson concerning the Stevens School project. He said he had not spoken with him.

**Receipt and File**

**UPCOMING MEETINGS**

February 20, 2020-4:00 p.m.-Private Road Workshop  
March 3, 2020-6:00 p.m.-Regular Meeting CANCELLED

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR VEIGBESIE DECLARED THE MEETING ADJOURNED AT 8:21 P.M.**

**GADSDEN COUNTY, FLORIDA**

---

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

**ATTEST:**

---

**NICHOLAS THOMAS, Clerk**

**AT A WORKSHOP OF THE BUILDING DEPARTMENT  
HELD IN AND FOR GADSDEN COUNTY, FLORIDSON  
JANUARY 21, 2020 AT 4:00 P.M., THE FOLLOWING  
PROCEEDING WAS HAD, VIZ;**

**Present:**       **Dr. Anthony “Dr. V” Viegbesie, Chair, District 2**  
                  **Brenda Holt, District 4, Vice Chair**  
                  **Eric Hinson, District 1**  
                  **Gene Morgan, District 3**  
                  **Sherrie Taylor, District 5**  
                  **Wesley Hall, Interim County Administrator**  
                  **David Weiss, County Attorney**  
                  **Marcella Blocker, Deputy Clerk**

**GENERAL BUSINESS**

 Chairman Viegbesie welcomed everyone to the workshop and called it to order at 4:04 p.m.

**1. Welcome**

**2. Overview of the Building Department**

 Al Smythe, Building Official appeared before the Board and gave an overview since the last workshop. He stated that Gretna, Quincy, Gadsden County discussed what was taken for fees as well as Inspections, CO's and Permits issued as well as in December. Changes to the Building Department; Since the last workshop they had a new employee. Ms. Paige Elliott had been working very closely with Olivia. Significant changes were made to the Building Departments link on Gadsden County's web site. He stated it now completely independent and the applicable forms, including the entire list of private provider forms. He stated everything was accessible as well as there was now a link to fill out applicable forms for the Code Enforcement. There was still a lag with inspection requests with the separate jurisdictions, that being the city of Quincy, and also Gretna. He stated the way it was handled was they made the request to either one of the minor jurisdictions and they in turn make a request to us. It was done that way to track what happens. If Mr. Smythe could get them on board he would want to make changes to the website where you make an inspection and it would a drop down as to if you were in Gretna or Quincy and make the same notification at the same time they receive it so they could streamline it. He said they made another Inspector position since the last meeting. The Additional Inspector had greatly improved the efficiency of meeting inspections that were called in. Through some guidance he stated they had established a survey that could be taken at the Building Department. Aside from suggestions for more organization and stream lining the permits feature, which was being worked on, other suggestions were a better candy dish. Aside from open discussion, Mr. Smythe asked if there were questions from the BOCC.

**General Discussion**

**Sherrie Taylor appeared at 4:07 p.m.**

 Commissioner Holt asked out of 100 in Quincy in November and 65 in December was any of these overlapping or new. Mr. Smythe answered they were new.

Commissioner Holt asked if he was doing inspections in Greensboro or Havana. Mr. Smythe said those two jurisdictions were counted as Gadsden County. The reason you see a break for Quincy and Gretna were our Independent jurisdictions. He stated he still operated as the Building Official but they had a quasi building department when they received permits, anything requiring Mr. Smythe's review, on a weekly /bi-weekly basis gets brought to him and he reviews and there was a little bit of delay with it going back. This was something he said he was attempting to streamline not only in the inspection but he needed to get Quincy and Gretna on board. There were 47 in November for Quincy and 49 in December within city limits that were not on the table in the handout. (page 1)

Those would go in through the city of Quincy and then he would be notified. He stated that he knew there was room for improvement but wanted to get an existing jurisdiction to operate in the same manner as they do. He stated Chattahoochee was 100% us although they had their version of a planning and zoning, they didn't a substation of a building department, meaning all their permitting was done through us. If something was being constructed they would get a letter from their version of a Zoning Department.

 Chair Viegbesie asked if the cities had their own autonomous and they could approve the construction of anything without influence from the County.

Mr. Smythe said If he was referring to zoning yes, but building he stated he didn't need to review an air conditioner change, a water heater change out or a reroof. It was limited and only certain documentation that was required by the State, however, a single family dwelling, a new house, if it was in the City of Quincy the plans would go to the city of Quincy, they would approve their version of what we had in Planning and Zoning but the plans were still transferred and reviewed by us.

Commissioner Holt continued her questioning and asked about Greensboro. She stated the County was doing all of Greensboro and Mr. Smythe answered yes. She also said Quincy took in their applicants and they process and they call us and Gretna did the same thing. He again answered yes. Commissioner Holt stated Chattahoochee did not, they just call the County direct and Mr. Smythe said except for zoning. She asked the same question regarding Midway and Mr. Smythe said that Midway was independent in its entirety. He stated that on weekends Midway had hired Roosevelt Morris and he came on weekends and handled inspections. Havana was us. The only two jurisdictions within Gadsden County that he did not do any of the fees or normal documentation was the City of Gretna and the City of Quincy. From that, the plans were required to his review and stamp of approval.

Commissioner Holt asked if they paid for that service and Mr. Smythe answered yes, there were contracts with the jurisdictions where they had a spreadsheet that was sent to them that matched to their permitting process and it showed how many inspections. As a result of plans, review inspection or letters he had to generate, there was a pay rate established by the County, based on that pay rate that was how much they were billed.

 Chair Viegbesie asked if citizens of Midway understood they were permitting and building independent of the county and that the city was an autonomous body and the citizens did not to call the County Commissioner as to the problems that they had with building permits and other things since that were exclusively the city's jurisdiction. He also asked if the citizens of Midway were informed of the fact that they did not to do that and right now the County had no say so as

to their building permit and their approval, that was strictly the city. Mr. Smythe said he could not speak for the knowledge base of the City of Midway. He could tell him that there was a little bit of growing pains when the City of Midway branched out. Chairman Viegbesie spoke to the residents of Midway who would be watching hoping they understood why there may be some glitch in the permitting process or their building restrictions that were placed upon them by the City Municipality and did not anything to do with the County and not to bother the County Commissioner when it was something within the City Limits and Mr. Smythe agreed.

 Commissioner Holt said she felt it was hard to explain to the citizens because some of the departments were semi, Like in Gretna, they processed and then called the county to inspect. When the individuals see the inspector they would see the County Inspector even though they applied through the City. Same thing was happening with the city of Quincy. Chattahoochee processes (except for zoning) Midway was Independent) but Mr. Smythe inspects in Chattahoochee (except for zoning)

Mr. Smythe answered the county when it came to zoning, was only the county land. Chattahoochee, Gretna, Quincy and Havana, they had their own version of Planning and Zoning. Commissioner Holt said Midway was Independent, Greensboro and Havana was processed by us.

#### **Commissioner Morgan appeared at 4:16 p.m.**

 Commissioner Holt asked if there was an uptake or down take on the number they received and that they had compared to last year or the year before for a comparison. She stated what she was trying to get was a streamline process so when we encourage businesses to come we want everything zoned and ready to go because we were competing with other locations.

 Commissioner Holt asked on 2nd page of 4 [A] 107.4 Where it stated "shall be" should be interpreted as "will be." She asked if the forms that Mr. Smythe brought were brought before the manager to approve the forms. Mr. Smythe shook his head no in response.

Chairman Viegbesie asked Mr. Smythe to be clear on the statement that Mr. Smythe approved for him a building plan and changes were made to the building plan that Mr. Smythe approved then he would had to resubmit an application to update the building plan reflected the changes that been made. Mr. Smythe answered absolutely. Commissioner Holt said that was not what she was saying. She was saying the documents that were brought in, were they presented to the manager because the documents themselves were something new not his process.

#### **Commissioner Hinson appeared at 4:19 p.m.**

Chairman Viegbesie explained to Commissioner Hinson that Mr. Smythe had given on overview on the Building Department and that questions were being asked regarding the Building Department. He also stated that if anyone wished to speak that they should complete the speaker form and hand to the Clerk and they would be acknowledged and be able to speak.

 Commissioner Holt asked if the 4 visits that would be made to the sites were only on new construction. Mr. Smythe said the thought clarification was needed on what she was speaking about first and asked if it was about the 3<sup>rd</sup> party inspections and Commissioner Holt said yes.

Mr. Smythe said referring to 3<sup>rd</sup> party inspections, (FL Statute 553.791 Alternative inspections) so the county was well aware that was something coming in. He stated he had certain guidelines to regulate 3<sup>rd</sup> party inspectors. "Not can, SHALL" He stated he did not to audit 3<sup>rd</sup> party inspectors but what was being referred to was the "four times for any given private provider" could be audited up to four times a year. Commissioner Holt stated she did not that information. Mr. Smythe said he did not realize that 3<sup>rd</sup> party was being discussed. He said they had one 3<sup>rd</sup> party operator for Gadsden County. He told Commissioner Holt that after their conversation he insured it was put on the website. He stated that if you go to the website and click on the Building Department, there was a separate section that had all the required forms for 3<sup>rd</sup> party inspectors. Referring to an audit, Mr. Smythe said it was a check up on what the 3<sup>rd</sup> party provider was doing. Commissioner asked if the 4 inspections were done on one project then could any more be done that year. Mr. Smythe replied he could not and that he could only do 4 audits per year per 3<sup>rd</sup> party provider.

Commissioner Holt asked if he inspects and there was no longer a concern, how they were different from the other inspections that he would do. Mr. Smythe answered regarding how the statute read, if he was going to a job site with a 3<sup>rd</sup> party provider, he would prefer to call it an audit. He stated he was a "by the code person." If he conducted an audit (4 per contractor per year)

An inspection was different.

Commissioner Holt asked if he contacted the contractors before he went. Mr. Smythe said he had not done an audit this year and that was not a requirement. She then asked if he notified them when he was going to do an inspection. He stated a positive attribute of the Building Department starting an inspection line. The inspection line enabled them to contact with the individual because they would leave a phone number and if there was an issue he was able to take a picture and email it back to them and streamline that they were there and show them what was wrong and if he was asked to notify them, he did.

Chairman Viegbesie asked what happens with the rest of the year if in 2 months an Inspector had used his 4 audits what happens for the rest of the year.

Mr. Smythe answered 3<sup>rd</sup> party means that an inspector possessing the necessary licenses, If they want to do plan review with the necessary plan review licenses, if they just wanted to do inspections on a single family dwelling they would be a single family dwelling inspector. There were no cap on audits until July of 2019 nor was there anything about permit fees. Now the industry standard was \$200. To help the Commissioners to better understand the rules he gave an example saying "Mr. Chairman, You are a Contractor and you elected to utilize a 3<sup>rd</sup> party provider, you go to the 3<sup>rd</sup> party provider and he insures all your construction documents were accurate. He stamps "Reviewed for code compliance" and signs them. Now you come to the building department. The building department, A single family dwelling around \$1500 for a house. We don't charge you \$1500 we charge you \$200 to store your documents for the statutory requirement of 10years. You now very specific guidelines as to your 3<sup>rd</sup> party inspector. He notifies me 48 hours or the day before to insure we were aware he was going to do the inspection. He then completes the inspection and must post his findings on the job site and then he must notify us of the results. He did that for every inspection. Upon your final inspection he was going to generate a report that would have had certain legal language. The report was then notarized and then the 3<sup>rd</sup> party provider gives it to you, Mr. Chairman. You go to the Building Official with your documentation he reviews it and your CO would be issued."

Chairman Viegbesie asked when this policy started. Mr. Smythe said the forms in the original

statute originated 15 years ago but many departments and agencies did not follow the statute 100% meaning they would audit you and charge your full price for the permit, as was with many jurisdictions, and audit you accordingly. An abuse of that power led to House Bill 7304 being signed into law by the Governor last July which established additional guidelines covering the audits. Now it clear and it says "I charge you, the contractor or the fee owner, for utilizing a 3<sup>rd</sup> party provider a reasonable amount for what it takes costs the building department to intake your documents, store them for 10 years as well as issue you your CO and then assure destruction of those legal documents upon the Statutory date."

Chairman Viegbesie wanted to make sure the point was understood and gave an example. He said, "if I were to be a contractor, just because I had been doing things the way I had been doing them for three years did not mean that I could continue to do them that way if the laws changed."

Chairman Viegbesie stated he thought the building depart needed to take time to educate the citizens who come to apply and give them an update of the changes so the feeling of frustration and lack of caring did not come from the citizens who were coming because they had done things one way in the past and now the law had changed.

Chairman Viegbesie addressed the citizens saying the legislator was now in session, there was no telling what was going to come out the end of 60 days and that would impact the way things were done here in the county. He wanted the citizens to understand the causes of some of the changes that now begin to impede what they were used to doing in the past.

Mr. Smythe said he believed it had somewhat been addressed (speaking as a licensed contractor) every even year contractors to go through dozens of hours of continued education. That was a state law requirement. The contractor upon dealing with the citizens and homeowners should be knowledgeable enough to be able to speak with the homeowners. The homeowner permits require more time. More time was spent educating homeowner permits.

#### **Commissioner Taylor stepped out at 4:32 p.m.**

Chairman Viegbesie asked if there was anything in easy to understand language that was available to the citizens so they could know and understand what the new update and minimum requirements were.

#### **Commissioner Taylor returned at 4:33 p.m.**

Mr. Smythe answered yes, in order for you to be a homeowner/builder, there was a homeowner affidavit (Statute 49.103) that said not only do you, the fee owner, homeowner, contractor, know all the criteria that you would need to construct as well as an area that you swear you knowledge of the code and you access to the code. When someone had questions his staff set up meetings with him. He stated his two permanent administrative staff handled his calendar and schedule meetings starting at 9 until 11 and there was a gap. Mr. Smythe said he spent a lot of time assisting to prevent what would happen in the field. When he reviewed plans, he stated he treated them like he was the contractor with the notes he put on them and things he knows the inspectors would look for. He did not want the conflict and he did not want failure. That failure just means that instead of 15 for the day, now there were 16 because they to come back for that one. It did not benefit anyone and he could assure the time he spent was with the homeowner contractors was phenomenal.

Commissioner Holt requested to hear from the public. Chairman Viegbesie responded that he would like to give the fellow Commissioners a chance an opportunity to make a comment or ask a

question before the speakers were recognized.

**3.**

 Commissioner Taylor said Mr. Smythe mentioned earlier that notifying contractors was something he may or may not do depending on what they placed on the application. He said yes, on the inspection request. She asked if any other inspectors had ever gone out in Gadsden County. Mr. Smythe answered yes, there were two other inspectors. She asked do they sometimes inspect the same site and he answered yes. She asked had there ever been a case where an inspector had gone out, agreed on particular project, gave the nod to the contractor and then because you did not call the contractor in for you inspection, you then reversed the decision of the inspector that made the initial nod. Mr. Smythe nodded his head yes. She said her understanding was that had happened on occasion when the contractors gotten the go-ahead on a project from a previous inspector but because he did not notify the contractor when he went out so the contractor could say Inspector #1 gave the nod and agreed on the particular project and they moved on from there. She said her point was if that was happening, and he knew it was because they called their Commissioners. She stated she thought it should be routine whether it was requested or not that a contractor be there when the inspector was, it should be routine and should be put in as a mandate.

Mr. Smythe said that would probably not be an option. Imagine an inspectors roll... Commissioner Taylor interjected and spoke to Mr. Hall, Interim County Administrator saying "That needs to be put in there." She stated the reason she said that was because no two people were alike and she thinks that it should be mandatory that a contractor was on-site because we to make sure that the contractors were there. She said she believes it would help the contractors as well as the inspectors so they could a dialog.

Chairman Viegbesie stated if there was a standard that had been used to evaluate the contractors then it did not really matter who goes. If an inspector goes and inspects a project that had already been inspected to make sure standards were met. Inspector #2 should be asking how Inspector #1 gave the ok for what #2 did not give an ok for. No matter who goes behind who, they should be operating from the same point of view.

Commissioner Taylor said there was a standard inspection but two people could read the same sentence and then interpret it differently. She stated she was trying to get to a point where it was not redundant and where there were no longer frustrated contractors who been given the nod to move on by another inspector and then made to go back by another inspector. Commissioner Taylor spoke directly at Mr. Smythe telling him "Here is my thing with you, I respect your knowledge I think you a very bright guy, but in a small rural county like this you to be able to give and where your gray areas are so you could build a rapport with your contractors. That is what we are trying to do. If you do not grow, then you will be no more. Right now half of your contractors are seeing less and less opportunities to grow." She stated she told someone yesterday that Mr. Smythe was making sure these were sound buildings and houses. But the way he presents it had to be worked on. A lot are going to come up in a minute and say that they were doing things they think were tedious. She was sure he heard that before to which Mr. Smythe replied not the word tedious and Commissioner said that was the description to her.

She Stated she sees his work and appreciates it but she thinks they should be worked with so they could do their jobs. One guy lost some of his sub-contractors because he could not get his money

because of the project that was finished, Inspectors held him up. The electrician, plumber would not do anymore work with him, through no fault of his own, it was he could not go through building inspectors department in a timely manner to pay his sub-contractors. "We to fix that, Al. We to fix that Mr. Administrator." She continued to say If we continue where we are going then you will the worst work because you are going to get the worst of the worst coming in to do the job because your qualify contracts/ sub-contracts were not coming because they were afraid they were not going to get paid on time because of the fact that you were having issues with some of the contractors.

 Commissioner Morgan said Mr. Smythe had a tough job. He stated he knew Mr. Smythe was well rehearsed on the Florida Statutes and Codes and it was very important to someone in that position. He wanted to touch on the level of expectation presented to our customers who in many cases were tax payers that fund our offices, our staff, and Mr. Smythe. He said the County was a customer service organization. Customer service starts with the level of expectations and how the message was presented. With as busy as the Building officials office was sometimes that could become second to actually making sure statutes were followed and inspections were completed and that was understandable but we to focus and his staff had to understand that his office was a tax payer funded office and the county was a customer service organization. There was a reason for going through the correct process and we need to do that but we had a number of issues with contractors and the process. They were frustrated, which would be heard.

Chairman Viegbesie asked Mr. Smythe to be seated and the speakers would be heard and if a response was needed he could go back up and respond.

 Kay Todd, 111, Idaho St., Carrabelle, FL appeared before the Board and said it was important to her that Mr. Smythe who knows the law and stands for the homeowners and was available to the homeowners.

 Larry Cerro, 730 E. Brevard Street, Tallahassee, FL appeared before the Board and said he was a Building Inspector, Contractor, Residential Contractor, Heating and Air Contractor and after the Hurricane, Ms. Lex called him and asked him to come help do some inspections because they were overwhelmed. They did not staff and were losing their inspectors. He said he would. He said he came in as Roosevelt was leaving. When Roosevelt was leaving they had no one, No building official, no building inspector, no plans reviewer and the place was in chaos and there was a stack of inspections to do. He stated that Mr. Smythe jumped in and took over the responsibility of the sinking ship. He explained how thick the code books were for all the different areas and with all the inspections that were to be done in one day, it was understandable how something could get missed and when the next inspector comes in and says something was missed it was not because he 'wants to bust his chops" it was because he had a certain liability to the homeowner that would live there after it was built. If one guy saw something the other guy did not see, it was not because anybody was doing anything wrong, it was because the second guy happen to see something the first guy missed. It always happens and it always would happen, you could not eliminate that. He said making the building contractor and the building inspector be there at the same time was not going to work because the contractors were not going to want it, because they had to drop everything and be there when the inspector was there and the inspector was not going to stand around and wait or to coincide his schedule because he had 15 inspections. He was driving to a lot

of places and when they scheduled inspections that to be planned and in order. If one guy was going to stand there and argue with them, it would not work. When you go and find problems, you write them down on a sheet and you put them in his box and the contractor sees them when he gets there on his scheduled time. They could then call the inspector and ask questions or just get it fixed.

He stated that if there was a question about a code, Mr. Smythe was the guy to talk to because he knew his codes. When Gadsden County hired Al, they got a gem. They got somebody that knows a whole lot. You would not find someone with his knowledge that would be able to help you like he was helping. He stated that more people were involved than the contractor. The contractor had subcontractors. It was usually the sub-contractors that made the mistakes. Your best job when you build a project was as good as your worst sub-contractor. The homeowner was who would be left holding the bag if the contractor messes up. The only person between the contractor and homeowner was the Building Inspector and he could not catch everything. If the complaint was the inspector catching too much, you may want to re-evaluate. The contractors had to continue their education and learn a stack of books and a little educational course (pink slips on what did not pass inspection) should be welcomed. Al had taken Gadsden County from slapping sticks together to making it quality construction. When your county starts getting quality construction for everyone the quality of life for everyone goes up. How you are viewed in the eyes of the state goes up because you were no longer looked down upon as a little hick town county you become a county that cares about their citizens. You should want to build a community that was getting better and better. This happens by enforcing the rules. Mr. Cerro stated that with Mr. Smythe the county had a real asset and they should think twice before any changes were made..



James Melvin, 25 Lager Street, Crawfordville, FL appeared before the Board. He stated felt compelled to come speak as a former Building Official, President of the Building Officials Association for the Region, Fire Inspector, FEMA Flood Plain Manager and a Master Code Professional (only 2 exist in North Florida. His concern was the mass mailing that went out looked like they were trying to lynch the building official because he was doing his job. He stated if contractors had a complaint they had quite a few methods of redress including filing a complaint about Mr. Smythe's license just like they could have a complaint filed against their license by homeowners. The codebook commentary was part of the ICC Building Code. Things that were in a shade of gray for someone that had not been doing this very long and it address those things. A contractor had a grievance and feels a wrong call had been made, could go to the Building Official Association and ask for an interpretation of the code. There was also a complaint venue through the building commission that was a binding interpretation. The building official SHALL interpret it as they give direction or was liable to lose their building official license. He stated the Building Official job was one of the worst jobs he had because you people at you from all sides and then in the middle there were people who wanted special treatment. The building official's job was to interpret code and enforce it not to win a popularity contest. He needs to be professional and sometimes needed to get a little tough on people. He stated he did not think the building official was getting a fair shake at all. Any building contractor worth his salt wants a thorough inspection even if it was something he missed the first time because he was still liable, civilly and by his license, for that inspection 4 years later. He had never known an inspector to go out and write up a contractor out of spite. He stated it was imperative to a good building official and not just a building official. This county needs to make a decision if they want a good building department. The building department gets graded by the state at a national level. (BEGS) They give you a grade and it went to ISO. A good building official would bring insurance rates down. He stated that

having a contractor meet the inspectors would never work because most of them do not even want to go to the job to pick up the correction notice they want a phone call or they would look on-line if available. They don't want to go to the job, they send their sub-contractors. He stated he knew Mr. Smythe and he was a very competent person. He stated it was out of character to see a mass mailing from a contractor using his contacts with the builders association to try to get a consensus of opinion for anybody that had been wronged or thought they were wronged to try and air their grievance out in public.

Chairman Viegbesie stated we were learning a lot from this workshop. He stated that the last comment Mr. Melvin made regarding that this workshop was to make Mr. Smythe malignant did not come from the County. It was an individual who said it and made it look like the Building Official was being brought before the Board to be persecuted because what he had been doing was abominable and according to the contractor he had to be excommunicated from the system. That did not come from the board and he did not believe that any member on the Board saw that message going out and he wanted to make it clear that was not the intentions of that workshop.

Commissioner Hinson was recognized and stated there were time restraints to this workshop and Roberts' Rule of Order needed to be followed and public response be narrowed down to 2-3 minutes. He also wanted to express that the public did not address a Commissioner personally.

 Holt said she asked the Manager to pull the advertisement for the meeting. She stated several people had called almost all of the Commissioners with complaints. She said she told the ones she spoke with to bring all of their people and their complaints to the workshop and work things out. She stated we they could not wait to do this they need to take care of things internally so that new businesses could come in.

 Scott Kennedy, 1145 San Bonita Blvd., Quincy appeared before the Board. He said he was one of the persons that the Board had been talking about and said he was involved in a 4 year lawsuit. He read Statute 55372. He stated he had a house 70% completed and as a result of the building defects that were or were not inspected by the previous administration it had to be demolished. He stated he knew of another house in Gadsden County that had to be demolished for the same reasons and another in Twin Ponds that should been demolished but the family could not continue to fight the lawsuit and had to settle. He stated his situation was not an isolated situation. It took 3 ½ years of lawsuits and research. He stated he had to learn the building code to go to court and fight a construction defect case. He said even with the settlement he received he was out over \$200,000 that he would never see again. He was still incurring cost from a failed inspection process in previous Administration. He also said he was very grateful for Mr. Smythe and his co-workers. He was very courteous and professional when inspecting his new build. He believed it would be tremendous disservice to the people that the statute says you were responsible to, the consumer not the builder was who the building code was here to protect. He said to the comment of having the contractor meet the inspector, he could not get the contractor meet him, must less getting the contractor to meet the inspector. He continued saying the toll the project took on his wife and him, their finances, marriage was a lot and that things being pointed out were only minimum standards. Mr. Smythe was only enforcing minimum standards.

Chairman Viegbesie stated that with the information being given the board understands the difference between excellence and mediocrity. If excellence was what they were going for then they to be prepared to do what leads us to excellence not mediocrity.



Gene DeLuigi, 37 Lake Bluff Lane, appeared before the Board. Mr. DeLuigi stated he was a homeowner and he commended Al Smythe on the job. He stated he was also in a lawsuit. He stated the shoddy workmanship was not even meeting the minimum standards. He felt there was heat against Mr. Smythe in the group. (pointing towards the Commissioners) He said you guys do not agree with Al and that he heard the snicker from Commissioner Holt and that was not fair.

Chairman Viegbesie interrupted saying they had addressed this topic earlier that the announcement for the workshop had nothing that referred to the Building Official.

Mr. DeLuigi stated we all know why we were here.

Chairman Viegbesie stated that if anyone actually said anything different than what the advertisement was derogatory or intentionally to hurt Mr. Smythe it did not come from the County or this Board.

Mr. DeLuigi said this was a waste of time and stepped away from the podium. He said he wasn't being listened to. Chairman Viegbesie asked him not to accuse the Board of having something against Mr. Smythe.

Mr. DeLuigi said he was accusing people that were not backing Mr. Smythe that had done more than his job and that was what the Board should be doing. He stated they needed to be a team.



Connie Jones, 613 W. Washington St., appeared before the Board. She wanted to bring to their attention the things she had heard about the contractors and their complaints but being left out was the homeowner. The contractor was delivering substandard work. A contractor dug a hole and put cardboard under the gas water heater; another because of problems with air conditioner being hooked up wrong. Mr. Smythe found the problems and made the contractor fix them. She stated that bashing Mr. Smythe was enabling a no-good contractor that was not delivering what the homeowner was paying for. Safety was the number one issue. She stated if Mr. Smythe was not allowed to come in and do his job but allow contractors to whine and cry because they were not getting paid and they don't do their job was a disservice to Mr. Smythe. The way to make Gadsden County grow was to make the contractors do what they were supposed to do. She stated she could pulled someone off the street to do as bad of a job as the man did with her projects but she chose to do it the right way. To make the town grow you to hold people accountable like she was held accountable. She stated that after going through what she went through if she could find somewhere else to live she would be gone. Told they Board they need to do their job and make the contractors accountable to the citizens that pay money to live in this county.



Auburn Ford, 249 Peters Road, Midway, FL appeared before the Board. He stated he was a resident of Gadsden County, Residential State Certified Contractor. He stated that at the first workshop he made two observations. He stated he and Mr. Smythe got off on the wrong foot but was now best of buddies. He stated he had been doing this for a long time and when a new person came in and started pointing out things that were done for a long time and then Mr. Smythe made changes, it was hard to adapt to the changes. He said Mr. Smythe educated him and they had an understanding with each other and they had moved forward. He stated that he felt Smythe was a very competent building official.

 Chairman Viegbesie said he was more afraid of going to prison than dying. He did not support anything that was illegal. Things need to be done according to the law which is seeking excellence not mediocrity. Said only thing he was going to ask was for the building department to do best they could to educate citizens and contractors as to the fact. He stated that the board was more responsible for the safety of the customer/homeowner not the contractor. Contractors to build things to the safety of the homeowners and if the contractors were held to the standards of required inspection the board would not hear all the horror stories told at that meeting. He said to the Commissioners, when the citizen's call they need to do their due diligence and inform them as to why things were going the way they were.

 Commissioner Hinson said he had an experience when person he knew was building home. They noticed leaks in home. In all fairness to Taylor, she wasn't talking about contractors, she was talking about homeowners that they couldn't move forward. He said he wasn't sure how it moved to that.

 Commissioner Holt said this was one time was going to take up for Taylor. She said she asked for this meeting and the one before. She said she met alone last week with the building inspector along with the manager because that was how she got her questions answered. Said not heard from contractors. She said if there was any contractor that wanted to speak on any issue they could speak.

Chairman Viegbesie said there was a contractor who initially wanted to speak. He stated it was announced that anyone who wanted to speak was to fill out a speaker form and there were no more speaker forms turned in.

Commissioner Holt stated that wanted to reserve her time to finish and if there were any contractors that wanted to speak on any issue that she would like to hear from them.

 Jesse Kenon appeared before the Board. He said he and Mr. Smythe had worked things out. He said he spent \$8,000 and was happy because he spent that kind of money. He stated that he had accomplished everything that Mr. Smythe wanted and they were both happy and the homeowner was happy.

Commissioner Holt asked about the independent inspectors and she was sure that people on the board had received calls from homeowners and contractors saying they could not get certain things done and they wondered what was going on. She stated when she was looking at inspections and at one time she thought there was a committee of Contractors, Homeowners and the Building Inspectors Office that met every month to look at any issues in the county.

She also stated that if there were new forms and regulations that should go before the manager first before it goes out before the community. Workshops were to solve problems. She stated she did not agree a builder could not be at a site, unless they just did not want to be there and they should be given the opportunity.

She said there was a re-build problem since the hurricane. The board was told by emergency management they would need at least 12 inspectors to recover. She said they worked one building inspector to death and that was why things were not done. She said not going to discount contractor because the homeowner chose them. She stated again that the committee she spoke about should be set up. She stated that how people were spoken to was very important in a small town.

**Commissioner Holt stepped out at 5:50 p.m.**

 Commissioner Taylor said when she first spoke, she commended inspector in saying the work he had done was needed so they could quality building, and however you must speak in such a way to bring your contractors along so that your homeowners were happy. As soon as contractors do their job the homeowners could get into their home. She said to one of the gentlemen who addressed the board that quality housing and building was needed. She stated that a way needed to be found to make sure contractors and inspectors were talking. She stated what she saw after the contractor spoke was collaboration. Contractors who were at odds were now working with the Inspector.

**Holt returned at 5:53 p.m.**

Commissioner Taylor hoped this was the rule now and not just an exception and that most contractors were feeling something different now.

**Chairman Viegbesie stepped out at 5:53 p.m.**

Commissioner Taylor said when training occurs, the contractors could not blame AI because they received and needed to maintain their standards. Filing complaints was time consuming and would delay a project further

**Morgan stepped out at 5:54 p.m.**

Commission Taylor told them to continue to keep working with Smythe and she only wanted positive

**MOTION TO ADJOURN**

 Commissioner Holt called the workshop adjourned at 5:55 p.m.

AT A REGULAR MEETING OF THE BOARD OF  
COUNTY COMMISSIONERS HELD IN AND FOR  
GADSDEN COUNTY, FLORIDA ON JANUARY 21,  
2020 AT 6:00 P.M., THE FOLLOWING  
PROCEEDING WAS HAD, VIZ:

Present: Dr. Anthony "Dr. V" Viegbesie, Chair, District 2  
Brenda Holt, Vice Chair, District 4  
Eric Hinson, District 2  
Gene Morgan, District 3  
Sherrie Taylor, District 5  
Wesley Hall, Interim County Administrator  
Nicholas Thomas, Clerk of Court  
David Weiss, County Attorney  
Marcella Blocker, Deputy Clerk

**INVOCATION, PLEDGE OF ALLEGIANCE**

Chair Viegbesie welcomed everyone to the meeting and called it to order at 6:04 p.m.  
Commissioner Taylor gave the Invocation and led in Pledge of Allegiance.

**AMENDMENTS AND APPROVAL OF AGENDA**

COMMISSIONER TAYLOR MADE A MOTION TO APPROVE THE AGENDA WITH A SECOND BY  
COMMISSIONER MORGAN. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

**AWARDS, PRESENTATIONS AND APPEARANCES**

None were had.

**CONSENT**

COMMISSIONER TAYLOR MADE A MOTION TO APPROVE THE CONSENT AGENDA WITH A SECOND BY  
COMMISSIONER HOLT.

Commissioner Morgan asked to pull Item 3 for a question.

THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA, MINUS ITEM #3 FOR  
DISCUSSION.

1. Ratification Memo
2. Approval of Minutes
  - a. December 3, 2019-Special Meeting
- ~~3. Appointment of District 1 Planning Commission Member Replacement~~  
Pulled for Discussion
4. Approval and Signature(s) for Satisfaction of Special Assessment Lien
5. Approval and Signature for Special Assessment Liens with the State Housing Initiative Partnership Program (SHOP) and the Down Payment and Closing Cost Assistance Program

**ITEMS PULLED FOR DISCUSSION**

**3. Appointment of District 1 Planning Commission Member Replacement**

Commissioner Morgan asked if Mr. Diekman still lived in District 1 if he had been contacted and was willing to serve. Commissioner Hinson answered Yes.

**COMMISSIONER MORGAN MADE A MOTION TO APPROVE MR. DIEKMAN AS DISTRICT 1 PLANNING COMMISSION MEMBER WITH A SECOND BY CHAIRMAN VIEGBESIE. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS**

**Monica Smart-Ganious, 4620 Hosford Highway, Quincy, FL**, appeared before the Board, agreeing with Mr. Palmer. She said about a month ago her daughter was ill and she took her to the emergency room, they could not find anything wrong. She kept going back for a month and had there been a hospital, she felt they would have found out what was wrong with her sooner. Also had a nephew that was 27 years old and, in the end had to have a pacemaker. Had there been a hospital, they may could have found the problems sooner. She asked them to please re-open a hospital here.

**Sam Palmer, 1225 Berry Street, Quincy, FL**, appeared before the Board as President of NAACP. The NAACP had a meeting last month and concerns came up regarding the hospital. He stated he knew years ago the hospital failed and felt it was because of management. He was in the military with his rank being Chief Master Sargent. He dealt in management and if there was something to be done, you find a way to do it. In reference to the ½ cent tax, he said when citizens voted for it, he heard several excuses why there could not be a hospital, he asked for a copy of the ballot sample that was sent to the citizens. It said it was put forth to open the hospital, among other things. He stated the Emergency Room that the County has was not what they expected, voted for or got. He said everyone he spoke with wanted a hospital and the beds that go with it. He asked the Commission to reconsider and work for the citizens. He stated the Commissioners should have two top priorities, one was safety and the other healthcare. He is on the Hospital Board and said the lease agreement needed to be looked at again and felt it was one-sided. He had not heard one person that thought a 15-20-year agreement was a good idea and felt a short-term contract was much better. He was told by some of the people at a meeting that some of the equipment was not working and stated the County needed to keep things operational and working. He further stated some say a Hospital cannot be here was because of the distance and that was not true. He recommended the Commissioners should work with citizens and their wishes should be honored and respect them, if the citizens want a hospital, to find way to do it. They should look at the tax base and see what could be done.

**PUBLIC HEARINGS**

**6. Public Hearing-Adoption of Ordinance No. 2020-001, an Ordinance of the Board of County Commissioners of Gadsden County, Florida, adopting Chapter 58, Article VI of the Gadsden County Code of Ordinances, pertaining to the posting of human trafficking public awareness signs at certain establishments pursuant to Section 787.29, Florida Statutes; providing for a title, applicability, definitions, requirements, and enforcements; 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 an effective date.**

Mr. Hall introduced the above item and said it sought consideration of an ordinance adopting Chapter 58, Article VI of the Gadsden County Code of Ordinances, pertaining to the posting of human trafficking public awareness signs at certain establishments pursuant to section 787.29, Florida Statutes; providing for a title, applicability, definitions, requirements, and enforcement.

Chairman Viegbesie announced this was a public hearing and asked if anyone wished to speak in favor or opposition.

**Robin Hassler Thompson, Tallahassee, FL** appeared before the Board. She is the Executive Director of Survive and Drive Advocacy Center, which is an anti-trafficking agency in the area that serves six counties including Gadsden County. She said they assist survivors of sex and labor trafficking and work hard to build public awareness. She spoke in favor of the Ordinance and said this was the perfect time to have this provision, being it was Human Trafficking Awareness Month. She stated she trained law enforcement and others to build awareness on human trafficking.

Commissioner Hinson said he saw the word "slavery" and it should be "enslaved".

Chairman Viegbesie asked if there was anyone else that wished to speak in opposition to or in favor of and there was no-one.

Commissioner Morgan asked if Mr. Weiss had a chance to review the Ordinance and Mr. Weiss said Yes.

**COMMISSIONER HOLT MADE A MOTION TO APPROVE WITH A SECOND BY COMMISSIONER TAYLOR. THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.**

**GENERAL BUSINESS**

None

**CLERK OF COURT**

**7. Updates**

Clerk Thomas said he forwarded the information he was going over to the Commissioners. First, dealing with Housing, he wanted to confirm the amount of money on-hand currently of \$2,593,000; of that \$652,593 is in original SHIP Housing Fund and is approximately 2 years of funding in the original SHIP Housing Fund. They said they received \$201,500 of Disaster Award and \$201,500 was not spent. They also received \$1,739,000 of Hurricane Michael Recovery money in Fund 127. Clerk Thomas said those were in 3 different funds but was all SHIP Housing related money to run under the rules of the SHIP Housing. Total on-hand was \$2,593,094.53 and was still to be received in hurricane recovery money \$1,316,000 and that total will be \$3,909,000 available for housing.

Clerk Thomas also wanted to mention the ½ cent indigent tax. He stated when the tax first started in 2009, it collected approximately \$1.2 Million, the last 2-3 years it had increased significantly and in FY 19 the County collected and disbursed \$1,942,428.33. The break-down was as followed:

Gadsden County Board of County Commissioners  
January 21, 2020 Regular Meeting

Debt service	\$645,835.68
Gadsden County Health Department	\$437,517.06
Gadsden Health Council	\$ 81,120.00
CRMC	\$777,955.59

Commissioner Taylor said it sounded like an increase of almost \$600,000.

Clerk Thomas said since the inception in 2009. In 2019 the previous year's numbers were being worked with and had gone up about \$100,000 each of the last 3 years. As money goes up, the debt services were same amount, meaning the health department and CRMC were both getting more money. All money that came in was disbursed out.

Commissioner Taylor said with regards the to four figures given, were ones that did not change.

Clerk Thomas said there was two numbers that have been constant, the debt service, and the amount that has gone to the Health Council has been constant. As the revenue increased it meant the Health Department and CRMC received more money. He understood from discussion that this needed to be looked at again.

Commissioner Taylor said she thought there was a contractual agreement with CRMC with a set amount.

Clerk Thomas said no, the language, it said that it guaranteed CRMC a minimum of \$490,000 but they could get up to a maximum of up to 75% after debt service. There was less money coming in when capitalization was done. There was a formula set when the money was first distributed; 60% after debt service went to CRMC.

Commissioner Taylor stated that was information the BOCC needed to know with regards to the contractual agreement. When it came to numbers, the Clerk should have highlighted them because she did not realize it was set up that way. She thought there was a set amount. She agreed the percentage needed to be talked about.

Clerk Thomas stated that in the 2013 Agreement it stated there was a guarantee of a certain amount but only up to a maximum of 75%. At the time the contract was done it was bringing in less money and was written to get them the guaranteed amount but since then the money had increased significantly.

Commissioner Holt asked the Clerk if he had a total amount CRMC had received over the term of the contract.

Clerk Thomas said he would get the amount to them.

Commissioner Holt said she averaged the amount at \$500,000 and did one at \$600,000. \$600,000 at 30 years would have been \$18 Million for 30 years; \$500,000 would be \$15 Million for 30 years. She said was looking at it from side of taxpayer, not how it was disbursed. She further stated the County could build an Emergency room for that amount of money. She said she was meeting with a company tomorrow that managed hospitals. She further stated the numbers had to make sense. If the County decided to levy a 1 cent tax, what would make the citizens believe the BOCC would

do what they say when it was not done in 2008 when they said they were going to open the Hospital.

Clerk Thomas said he had not been privy to last conversations but at the last meeting with the Joint Hospital Board, they talked about taking some of the money going to CRMC and using it for a build out of the hospital.

Commissioner Holt stated that was something Mr. Glazer (County Attorney) suggested. It makes sense if they were going to build out but they had not agreed if the County built out, they would run it. They said they would equip it, not run it.

Commissioner Hinson said he had a New Year's Resolution to say as few words as possible in 2020. He wants to postpone Thursday's meeting for couple of months because of the new information to give them time to process it. The legal team should have given the BOCC more information so they would have had a better position and need to make sure they have all information. He stated he was fine with negotiating an Emergency Room. If a Hospital was going to be brought in, he was fine with CRMC, because they give good service at the Hospital, but this was an Emergency Room.

David Weiss said, for the record, he wanted to correct any misconception that his firm had not provided timely, accurate or complete information to the Board. There has been a lot of communication dating back to April 2018 regarding changes back and forth.

#### **COUNTY ADMINISTRATOR**

##### **8. Updates**

Mr. Hall said February 28-March 4 is NACO conference in Washington and the Board was scheduled to have their meeting on March 3<sup>rd</sup> and he wanted them to keep that in mind and asked what action did the Board want to take in terms to the scheduled meeting.

Chairman Viegbesie said traditionally, he has gone, along with Commissioner Holt and Commissioner Hinson and thought they had opted to cancel that meeting. Commissioner Holt said she will not be going. Commissioner Hinson stated he would go.

Mr. Weiss said by the next meeting, people will know if they will be at the meeting in question and then the Board would know if the meeting will need to be cancelled.

**COMMISSIONER TAYLOR MADE A MOTION TO CANCEL THE BOCC MEETING ON MARCH 3<sup>RD</sup>, WITH A SECOND BY CHAIRMAN VIEGBESIE. THE BOARD VOTED 5-0 BY VOICE VOTE TO CANCEL SAID MEETING.**

#### **COUNTY ATTORNEY**

##### **9. Updates**

Nothing

Commissioner Morgan handed in certified mail regarding a code enforcement issue he passed along to the County Administrator along with his \$100 contribution for United Way.

*Commissioner Morgan stepped out 7:00 p.m.*

## **DISCUSSION ITEMS BY COMMISSIONERS**

### **10. Report and Discussion of Public Issues**

#### **Commissioner Eric Hinson, District 1**

Commissioner Hinson said had campaign going on-trying to raise money for all high schools, middle schools and elementary schools in the area. He asked that they make a personal donation to a school of their choice.

He asked if they could make a commitment to one school to raise as much money as possible

Commissioner Hinson thanked the Emergency Management team for getting together yesterday while Governor was in town.

Commissioner Hinson asked if the dental chair was at the Havana Magnet school and Mr. Hall said he would check on it.

#### **Commissioner Gene Morgan, District 3**

#### **Commissioner Brenda Holt, District 4**

Commissioner Holt stated she had a 4:00 meeting earlier on Building Inspection and hoped the BOCC could set up a committee like one had with contractors, citizens and the building department. They looked at issues with building inspections and with certification and they served as a liaison between them and the Board.

She said the Emergency Room was never on the Ballot and the County should not be charging what they were not providing. If the Board can fix that and they could keep the designation and still have a hospital she would be in favor of that.

She stated Human Trafficking was a tough item. She stated there were a couple incidents here that were a problem.

#### **Commissioner Sherrie Taylor Vice-Chair, District 5**

Commissioner Taylor asked the Administrator and Clerk if there was a plan for the \$2.5 Million in housing.

Mr. Hall said money would not sit around like has in the past. He said with new attorneys, they have expertise to help people with heir property situation and will move dollars.

Commissioner Taylor said she knew there were applications and she knows some had property and that makes those applications difficult to process. Commissioner Taylor said felt they needed to educate the public on heir property as well.

Commissioner Taylor said the BOCC web page was ugly. She stated the thing on the web page looked like some organ on the inside of a body. She thought it was supposed to be a tobacco leaf and it was not easy to maneuver.

Commissioner Taylor further stated the meeting with the Building inspector pleased her with the progress with regards to the relationships.

Mr. Hall said it was still a work in progress but it will get there.

Concerning the CBOR, Commissioner Taylor said it was funny how it keeps getting buried. All she wanted to do was address the housing portion of it and see if the County could get more housing here.

Commissioner Taylor ended with the meeting with CRMC. She stated the County needed to have it, but was it realistic. The problem was the specialists. Patients already have primaries elsewhere and they are going there. The County would have to float the Hospital until the market got turned around. (3-5 years) The County could not afford it.

Commissioner Hinson said what he had been saying the last few years, get all information together. He thanked Mr. Thomas for providing information to them. \$1.9 Million was needed to have a conversation about and may make sense of. He was willing to stick with CRMC but would like to have conversation before having that move.

Commissioner Holt said the Governor said yesterday in the meeting, he talked to individuals at HUD and there should be more money coming for housing. The reason to hurry up on the Grants person was people, and they will need more help in that department.

*Commissioner Taylor stepped out at 7:24 p.m.*

Concerning the CBOR, Commissioner Holt would like to see commercial also.

She stated the Building Committee did look at history of contractors. She felt as though this could be a key committee and it was important to set up that committee again.

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

Chairman Viegbesie said the Governor came but he was unable to make it because he was out of town. He needed to thank the Sheriff and Major Wood for establishing the relationship the County has with the Governor’s Office. The County needed to come up with the uniform priority list of items. The Administrator used to meet regularly with the municipalities and should be immediate to get representative from municipalities on CRTPA. Right now, the County was losing votes on that Board.

He stated the CRTPA was a body that worked with FDOT to make road projects a priority. Right now, getting ideas from citizens for 2045. He asked in order to address road, bike, freight, CRTPA currently was getting ideas and need to complete the survey.

Commissioner Holt said if they could meet a little earlier legislative since the session already started?

**Receipt and File**

**UPCOMING MEETINGS**

January 23, 2020 – 4:00 p.m.-BOCC/CRMC/GHI Special Meeting

Gadsden County Board of County Commissioners  
January 21, 2020 Regular Meeting

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR VIEGBESIE DECLARED THE MEETING ADJOURNED AT 7:31 P.M.**

**GADSDEN COUNTY, FLORIDA**

---

**ANTHONY O. VIEGBESIE, PH. D., Chairman  
Board of County Commissioners**

**ATTEST:**

---

**NICHOLAS THOMAS, Clerk**

## Board of County Commissioners Agenda Request

**Date of Meeting:** May 19, 2020  
**Date Submitted:** May 5, 2020  
**To:** Honorable Chairman and Members of the Board  
**From:** Henry G. Grant, PhD, Interim County Administrator  
**Subject:** Request for a Proclamation Honoring Public Works Week and EMS Week

---

### **Statement of Issue:**

This agenda item seeks Board approval for a Proclamation honoring Public Works Week as well as a Proclamation honoring EMS Week.

### **Background:**

May 17 through May 23, 2020 is National Public Works Week and National EMS Week.

### **Analysis:**

It is important that we pay tribute to our public works professionals along with our EMS practitioners, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life and safeguarding the health, safety and wellbeing of our communities.

### **Fiscal Impact:**

None.

### **Options:**

1. Approval for a Proclamation honoring Public Works Week as well as a Proclamation honoring EMS Week.
2. Do not approve.
3. Board direction.

### **Interim County Administrator's Recommendation:**

Option 1.

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** May 19, 2020

**Date Submitted:** April 27, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Henry G. Grant, PhD, Interim County Administrator  
Sonya D. Burns, Housing Coordinator

**Subject:** Approval and Signature(s) for Satisfaction of Special Assessment Lien

---

### **Statement of Issue:**

This agenda item seeks Board approval to satisfy the Special Assessment Lien between the Gadsden County ER/SHIP Homebuyer Programs and the Homeowner.

### **Background:**

The loan is funded by the State Housing Initiative Partnership (SHIP) Program through the State of Florida or the Gadsden County Board of County Commissioners 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 ER/SHIP Housing Program has agreed that the owner shall remain in the house for a full (2) two-year period and a (10) ten-year period at no annual rate of interest and once the (2) two-year period and (10) ten-year period is completed, the lien would be forgiven and satisfied. The homeowner(s) are required to pay the fees to have the lien recorded and the Clerk of Court and the Community Development office will provide a copy of the recorded document to the homeowner and keep the original in their file.

### **Analysis:**

As agreed upon by the Owner and the Gadsden County Community Development Housing Rehabilitation Program, the owner has completed the full (2) two-year period and (10) ten-year period term and the lien is due to be forgiven and satisfied.

### **Fiscal Impact:**

None

**Options:**

1. Approve and authorize the Chairman to sign the Lien Satisfaction for the homeowner that was serviced under the Gadsden County ER/SHIP Homebuyer Program.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

Satisfaction of Housing Agreements

**SATISFACTION OF HOUSING REHABILITATION AGREEMENT**

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: NOVEMBER 18<sup>TH</sup> 2009 by and between KENYATTA JACKSON , 804 MORGAN AVE., CHATTAHOOCHEE, FLORIDA 32324, as the Owner-Occupant, and the said GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, by through and as its HOUSING REHABILITATION PROGRAM, which said lien is recorded in Official Records Book: O.R. Book 726 at Page 706, of the public records of Gadsden County, Florida do hereby on this 2<sup>ND</sup> day of MAY 2020, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

**GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL**

\_\_\_\_\_  
**Chairman, Board of County Commission  
Gadsden County, Florida**

ATTEST:

\_\_\_\_\_  
**Clerk of Gadsden County and Auditor of the  
Board of County Commissioners**

**STATE OF FLORIDA  
COUNTY OF GADSDEN**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May A.D. 2020, by Dr. Anthony D. Viebesie, Ph. D. and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

\_\_\_\_\_  
**Notary Public**

**SATISFACTION OF HOUSING REHABILITATION AGREEMENT**

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: SEPTEMBER 21, 2000 by and between CARMEN BRYANT, 83 HOPKINS LANE, QUINCY FLORIDA 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA**, by through and as its **HOUSING REHABILITATION PROGRAM**, which said lien is recorded in Official Records Book: O.R. Book 516 at Page 687-689, of the public records of Gadsden County, Florida do hereby on this 2<sup>ND</sup> day of MAY 2020, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

**GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL**

\_\_\_\_\_  
Chairman, Board of County Commission  
Gadsden County, Florida

ATTEST:

\_\_\_\_\_  
Clerk of Gadsden County and Auditor of the  
Board of County Commissioners

STATE OF FLORIDA  
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May A.D. 2020, by Dr. Anthony D. Viebesie, Ph. D. and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

\_\_\_\_\_  
Notary Public

**SATISFACTION OF HOUSING REHABILITATION AGREEMENT**

**THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA**, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: JANUARY 12, 2015 by and between PRINCESS WILLIAMS, 24122 BLUESTAR HIGHWAY, QUINCY, FLORIDA 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA**, by through and as its **HOUSING REHABILITATION PROGRAM**, which said lien is recorded in Official Records Book: O.R. Book 800 at Page 338, of the public records of Gadsden County, Florida do hereby on this 28<sup>th</sup> day of APRIL 2020, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

**GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL**

\_\_\_\_\_  
Chairman, Board of County Commission  
Gadsden County, Florida

**ATTEST:**

\_\_\_\_\_  
Clerk of Gadsden County and Auditor of the  
Board of County Commissioners

**STATE OF FLORIDA  
COUNTY OF GADSDEN**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May A.D. 2020, by Dr. Anthony D. Viebesie, Ph. D. and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

\_\_\_\_\_  
Notary Public

**SATISFACTION OF HOUSING REHABILITATION AGREEMENT**

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: May 13, 1998 by and between LYVETTE F. CHAMBERS, RT. 2 BOX 606, GRAND RIDGE, FLORIDA 32442, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA**, by through and as its **HOUSING REHABILITATION PROGRAM**, which said lien is recorded in Official Records Book: O.R. Book 479 at Page 937-940, of the public records of Gadsden County, Florida do hereby on this 4th day of APRIL 2020, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

**GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL**

\_\_\_\_\_  
**Chairman, Board of County Commission  
Gadsden County, Florida**

**ATTEST:**

\_\_\_\_\_  
**Clerk of Gadsden County and Auditor of the  
Board of County Commissioners**

**STATE OF FLORIDA  
COUNTY OF GADSDEN**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May A.D. 2020, by Dr. Anthony D. Viebesie, Ph. D. and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

\_\_\_\_\_  
**Notary Public**

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** May 19 2020

**Date Submitted:** April 29, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Henry G. Grant, PhD, Interim County Administrator  
Allan Meeks, Facilities Manager

**Subject:** Gadsden County W. S. Stevens School Renovation Task Order

---

### **Statement of Issue:**

This agenda item is presented to the Board for approval of a Task Order for Joel Sampson Architect, Inc. (the Architect) to provide professional architectural services for the renovation of the existing building located at 1004 4th Street in Quincy, Florida (parcel identification no.3-12-2N-4W-0000-00423-0900.) The design phase and other necessary services shall be provided as requested by the County. The existing building is a 5,200 square foot masonry structure with concrete slab-on-grade and wood roof structure. The design intent is to create a meeting/dining facility. This Task Order is for work to assist the County in the completion of the project previously begun by others.

### **Background:**

On January 8, 2018, the Board met convened at a special meeting (Stevens School Community Meeting) and discussed the vision of W. S. Stevens School to create a one-stop facility that is driven by the needs of the Gadsden County Community. And to create a comprehensive facility that provides and increases public safety, health and wellness, economic development, youth education and enrichment, recreational activities, and cultural awareness.

- A nice storefront buildout heading west
- Central heat and air
- Drop ceiling • painting
- Renovate the stage
- Curtains
- Commercial kitchen
- Varnish floors
- Restrooms
- Roof

- Petitions could also be used, may use portable petitions that would give more space.

**Analysis:**

By approving the Task Order, the County will be able to have designs that will allow the County to bid the project with a scope of work and complete the Vision of the W. S. Stevens School..

**Fiscal Impact:**

The Architect shall provide the Design services listed above for a lump sum fee of \$35,000.00. Funding could be used from 0031 Facilities 53100 Professional Services.

Compensation for Additional Services Architectural services shall be billed at an hourly rate of \$105.00 per hour. Intern Architect services shall be billed at an hourly rate of \$55.00 per hour. Clerical work shall be billed at an hourly rate of \$40.00 per hour

**Options:**

1. Approve the Task Order and authorize the Chair to sign.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

Task Order

## CONTRACT ATTACHMENT

### 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: Gadsden County W.S. Stevens School  
Owner: Gadsden County, Florida B.O.C.C. (the County)  
Date: April 2020

The work of this Task Order is for Joel Sampson Architect, Inc. (the Architect) to provide professional architectural services for the renovation of the existing building located at 1004 4<sup>th</sup> Street in Quincy, Florida (parcel identification no.3-12-2N-4W-0000-00423-0900.) Design phase and other necessary services shall be provided as requested by the County. The existing building is a 5,200 square foot masonry structure with concrete slab-on-grade and wood roof structure. The design intent is to create a meeting/dining facility. This Task Order is for work to assist the County in the completion of the project previously begun by others.

#### DESCRIPTION OF ARCHITECTURAL SERVICES

- A. Design. Architectural design will include creating a new floor plan layout for conditioned space, finalizing design and creating construction documents. The building layout will include large assembly room, platform area, commercial kitchen, handicap accessible restrooms, storage and possibly an office. Particulars include, new concrete pad and awning on west side, new concrete loading slab with hand railings, new doors in existing frames, new floor finishes, painting inside and out, insulation at roof deck, electrical power service and main panel at building, emergency generator set up for the building, and handicap access lift at raised platform in assembly room. Plumbing engineering for design of kitchen and restrooms. Mechanical engineering for design of kitchen and restrooms (hvac units already in place in large assembly space will not be included in any design as design was by others.) Electrical engineering shall include evaluating the existing conditions and electrical work already in place (this evaluation relies on County assistance), electrical design pulling together those existing features, design of kitchen and restroom areas, general electrical in lighting and receptacles, main panel and service design, and generator set design.

The design drawings will include architectural floor plan, exterior elevations, building section, wall sections, interior elevations, schedules, details and specifications necessary to convey the design.

A general site layout showing building and surrounding features will be created.

- B. Bidding. Architect will prepare bid package and bid assist the County in publicly bidding the project. Assistance means setting up and coordinating the bid period, seeing to the advertising, responding to requests for information about the design documents, and coordinating with the County through one bid period.
- C. Deliverables. 60% design documents will be provided to the County for review. 100% design documents (bidding documents) will be provided at design work completion. A hard copy set of design documents shall be provided for review and/or bidding at each of the two phases.
- D. Professional Services Fees.  
The Architect shall provide the Design services listed above for a lump sum fee of \$35,000.00.

Work will be billed based on completion of portions and percentage complete of project.

Work not included in this Task Order:

1. Permitting Fees.
2. Redesign of elements previously approved by the County.
3. Preparation of special submissions not listed here.
4. Structural engineering design and evaluation of building shell.
5. Design related to exterior doors and windows.
6. Civil engineering, property surveying and any site or environmental design.
7. Other reimbursable expenses such as additional hard copy reproductions.

ADDITIONAL SERVICES

The following services shall be provided when authorized by the County and they shall be paid for by the County as herein stated under "Compensation for Additional Services" or as listed hereunder.

1. Architectural renderings, models.
2. Preparation of special submissions not listed in the proposal, which may be required for approval of governmental authorities, or any other entities having jurisdiction over the project including zoning variance.
3. Making revisions in drawings, specifications or other written documents when such revisions are inconsistent with written approvals of the County or any instructions previously communicated by the County. Also any such revisions which are due to causes beyond the control of the Architect.
4. Any other services or drawings not specifically listed herein under "Description of Architectural Services."
5. Any additional hard copy reproductions shall be billed to the County at actual expense.

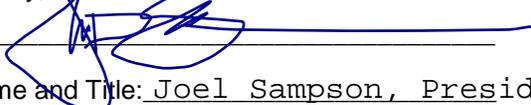
Compensation for Additional Services

Architectural services shall be billed at an hourly rate of	\$105.00 per hour
Intern Architect services shall be billed at an hourly rate of	\$55.00 per hour
Clerical work shall be billed at an hourly rate of	\$40.00 per hour

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: April 29, 2020

Date: \_\_\_\_\_

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** May 19, 2020

**Date Submitted:** April 29, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Henry G. Grant, PhD, Interim County Administrator  
Allan Meeks, Facilities Manager

**Subject:** W. S. Stevens School Cafeteria Renovations Proposal

---

### **Statement of Issue:**

This agenda item is presented to the Board for approval of a Proposal from Dewberry for professional services for a parking area and storm water design at the W. S. Stevens School in Quincy, FL.

It is our understanding that the County would like to construct a parking area complete with utilities to serve future buildings as well as a storm water facility to treat the site maximum impervious area. The site design will be based off the master plan provided by Joel Sampson Architect. Dewberry will assist with site work design, storm water design and permitting. Additionally, it is our understanding that the County will complete any additional required permitting internally.

### **Background:**

The W. S. Steven's School cafeteria has been under renovations since a fire that destroyed most of the facility. Professional Site Plans are needed to complete the renovations of the W.S. Steven's School parking and storm water retention area.

### **Analysis:**

By approving the task order, Dewberry will:

Coordinate with the County in order to develop plans/documents for the project. This will include a project meeting(s) with the architect and the County as needed. These plans will include at the minimum:

1. Existing Conditions – Utilize existing survey data provided by others.
2. Erosion Control Plan

3. Site/Grading Plan
4. Associated Construction Details and Notes.
5. Utility Plan – Assumes single service connections for future buildings.

**Fiscal Impact:**

- \*Construction Plans - \$6,000.00
- \* Storm Water Design and Self Certification - \$3,500.00
- \*Construction Administration \$1,750.00

Total Cost - \$11,250.00 that will be paid from the Steven's School Insurance Money.

**Options:**

1. Approve the proposal with Dewberry and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

Dewberry Proposal

May 1, 2020

Mr. Allan Meeks  
Facility Manager  
Gadsden County  
P.O. Box 1799  
Quincy, Fl 32353-1799

**RE: Gadsden County – W.S. Stevens Multipurpose Facility**

Dear Mr. Meeks,

Dewberry is pleased to provide this proposal for professional services for a parking area and stormwater design at the W.S. Stevens Multipurpose Facility in Quincy, FL.

It is our understanding that the County would like to construct a parking area complete with utilities to serve future buildings as well as a stormwater facility to treat the site maximum impervious area. The site design will be based off the master plan provided by Joel Sampson Architect. Dewberry will assist with site work design, stormwater design and permitting. Additionally, it is our understanding that the County will complete any additional required permitting internally.

Our detailed Scope of Services and Fee Proposal are included below. In an effort to assist you with the above referenced project, we offer the following Professional Services:

## **I. SCOPE OF BASIC SERVICES**

### **A. Construction Plans**

DEWBERRY shall:

Coordinate with the County in order to develop plans/documents for the project. This will include a project meeting(s) with the architect and the County as needed. These plans will include at the minimum:

1. Existing Conditions – Conduct a boundary and topographic survey of the site.
2. Erosion Control Plan
3. Site/Grading Plan
4. Associated Construction Details and Notes.
5. Utility Plan – Assumes single service connections for future buildings.

### **B. Stormwater Design/Permitting Service**

DEWBERRY shall:

1. Prepare stormwater design in accordance with City of Quincy and NFWFMD standards.

2. Submit a FDEP 10/2 Self Certification for stormwater.

### C. Construction Administration and Project Closeout

DEWBERRY shall:

1. Attend one (1) pre-construction meeting and respond to valid questions from the site contractor.
2. DEWBERRY shall make no more than three (3) official site visits to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents for the site work. This includes paving, grading, drainage, and water/sewer utilities.
3. DEWBERRY shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).
4. DEWBERRY efforts will be directed toward providing assurance for the Client that the completed project will conform to the contract documents, but shall not be responsible for failure of the contractor(s) to perform the construction work in accordance with the contract documents. During such visits and on the basis of the on-site observations, DEWBERRY shall keep the Client informed of the progress of the work, shall endeavor to guard against defects and deficiencies in the work of the contractor(s), and may disapprove or reject work as failing to conform to the contract documents.
5. DEWBERRY shall complete an engineering review of the as-built survey for each phase to assure conformance to the permitted construction plans. This as-built survey shall be provided by the site contractor. The as-built survey must be signed and sealed by a Professional Surveyor and Mapper. Coordinate revisions to as-builts as required.
6. Coordinate a final inspection with the County staff. This proposal includes two (2) inspections: punch list inspection and final inspection.

We propose to perform the tasks listed above for the **Lump Sum Fee of \$11,250.00.00**

Project Fees		
A	Construction Plans	\$6,000.00
B	Stormwater Design and Self Certification	\$3,500.00
C	Construction Administration	\$1,750.00
	Total Cost	\$11,250.00

## II. CLIENT'S RESPONSIBILITIES

- A. Authorization to proceed with each service outlined in our proposal.
- B. Provide DEWBERRY with any CAD files to assist with design of the project.
- C. Provide DEWBERRY with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- D. There may be stringent restrictions set forth on the property; it is the client's responsibility to notify DEWBERRY of any such restriction before design begins.
- E. Contract directly with a geo-technical or environmental consultant for their services, if required.
- F. Permitting fees.
- G. Local permitting.

## III. ADDITIONAL SERVICES

Services authorized by the Client other than those specifically listed above shall be considered Additional Services for which the Client shall compensate DEWBERRY. Additional services may include the following:

- A. Revising drawings, specifications, or other documents when such revisions are inconsistent with written approval or instructions previously given or are due to causes beyond the control of DEWBERRY.
- B. Design of offsite roadway improvements.
- C. Preparation of off-site utility adjustment and/or utility services plans or permits beyond connections to existing utilities in adjacent parcels or rights-of-way.
- D. Completion of any offsite stormwater modeling that may be required by the City or other agencies to evaluate upstream or downstream impacts.
- E. Preparation of any traffic analysis for this project. Such analyses could include, but are not limited to, on-site trip generation, off-site distribution, turn lane analyses, and intersection analyses.
- F. Any redesign due to changes required in the event additional laws, regulations or policies are promulgated by governmental agencies subsequent to the date of this Agreement.
- G. In the event changes are requested by Client once a concept/design plan is complete and accepted, all work connected therewith shall be treated as additional services and paid for accordingly.
- H. Any work associated with establishing 100-year floodplain elevation and any work associated with establishing drainage tail water conditions.
- I. FDOT Drainage Connection Permit and/or Utility Connection Permit applications and calculations.
- J. Services during construction outside our scope of work including bidding, attendance at meetings, pay request reviews, shop drawing reviews, etc.
- K. Off-site survey necessary to revise and/or adjust any existing limited partition boundaries.
- L. Express Mail.
- M. Copies of Plans in Excess of 6 sets.
- N. Landscape Plans.

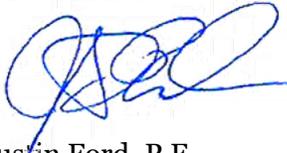
#### IV. EXCLUDED SERVICES:

- A. Geotechnical engineering – To be paid for by Client
- B. Wetland delineation or other biological services
- C. Structural, mechanical, electrical and plumbing engineering
- D. Utility design beyond single service connections for future buildings
- E. Lift station design
- F. Utility permitting
- G. Permitting beyond NFWWMD
- H. Architectural services

If you have any questions or comments, please give me a call at 850.354.5187. We look forward to the opportunity of working with you.

Sincerely,

DEWBERRY



Justin Ford, P.E.  
Sr. Associate

Please sign below for the approval of Task A -C.

---

Name, Title, and Date

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** May 19, 2020

**Date Submitted:** April 29, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Henry G. Grant, PhD, Interim County Administrator  
Allan Meeks, Facilities Manager

**Subject:** Pat Thomas Park Survey Task Order

---

### **Statement of Issue:**

This agenda item is presented to the Board for approval of a Task Order for Dewberry Engineering, Inc. to provide professional engineering services for the Topographical Surveying and Geotechnical Investigation that is needed for permitting purposes of the Pat Thomas Park project.

### **Background:**

On December 15, 2015, the Gadsden County Board of County Commissioners voted to enter into a lease agreement with the Florida Forest Service for approximately thirteen (13) acres immediately north of the existing Pat Thomas Park on Hopkins Landing Road. The management plan accompanying the lease is to expand the current park facilities north onto this property. Facilities will include RV and tent camping, restroom facilities, grilling accommodations, two lake docks, and walking trails.

### **Analysis:**

The septic tank and drain field for the existing dump station need to be replaced and resized for the existing campground and the new campground expansion.

### **Fiscal Impact:**

The fiscal impact would be \$9250.00 and would be funded from 0101 Parks and Recreation line 56300 Improvements other than Buildings.

### **Options:**

1. Approve the Task Order and authorize the Chair to sign.

2. Do not approve.
3. Board direction.

**Intermin County Administrator's Recommendation:**

Option 1.

**Attachments:**

Task Order



PREBLE-RISH

Dewberry Engineers Inc.  
20684 Central Avenue East  
Blountstown, FL 32424

850.674.3300  
850.644.3330 fax  
www.dewberry.com

March 23, 2020

Mr. Allan Meeks  
Facility Manager  
Gadsden County  
P.O. Box 1799  
Quincy, Fl 32353-1799

RE: Pat Thomas Park, Survey Task Order

Dear Mr. Meeks:

It is our understanding that the County is in need of a topographic survey and a geotechnical investigation is needed for permitting purposes for the Pat Thomas Park project. **Exhibit A** contains a detailed Task Order with a description of the scope of services. DPR proposes to provide these services for a fee of **\$9,250.00**. If you have any questions, please give me a call at 850.674.3300.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Ford", written over a horizontal line.

Justin Ford  
Project Manager

**EXHIBIT A  
PAT THOMAS PARK SURVEY  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE GADSDEN COUNTY B.O.C.C.  
NOVEMBER 2019**

This Task Order is for the purpose of Dewberry as the ENGINEER to provide professional services for the Pat Thomas Park project for the Gadsden County acting by and through its Commission pursuant to and in accordance with the terms and conditions of the Agreement for Continuing Contract Engineering Services effective October 1, 2018 between Gadsden County, Florida and Dewberry Engineers Inc.

**DESCRIPTION OF ENGINEERING SERVICES**  
**SCOPE OF SERVICES**

**A. SURVEYING**

1. Dewberry will perform a Topographic Survey of a 7 acre (more or less) tract of land lying near and at the end of Hopkins Landing Road, Section 9, Township 1 South, Range 4 West, Gadsden County, Florida. The survey will extend from the water's edge of Lake Talquin on the East, South and West boundaries and the North Line of said tract of land.
2. The survey will also consist of a 1 foot contour interval and location of camp sites, pertinent utilities, water lines, overhead electric lines and septic tanks (which will be marked by county personnel) and no tree location. A survey map will be prepared and will be provided to the County.

**B. GEOTECHNICAL INVESTIGATION**

1. A soil profile of the area proposed for the necessary septic system shall be completed in accordance with Dept. of Health standards.
2. All necessary septic designs and permitting shall be completed based on the collected soils data.

**C. DELIVERABLES**

1. Dewberry shall provide a topographic survey including the aforementioned descriptions.

**D. PROFESSIONAL SERVICE FEES**

*Dewberry proposes to provide these services for a lump sum fee of:*

**TOTAL            \$9,250.00**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

**DEWBERRY**

20684 Central Ave. East, Suite 1 \_\_\_\_\_

Blountstown, FL 32424 \_\_\_\_\_

By: [Signature] \_\_\_\_\_

Name and Title: Justin Ford, Project Manager \_\_\_\_\_

Witnessed: [Signature] \_\_\_\_\_

Date: 3/23/20 \_\_\_\_\_

**GADSDEN COUNTY, FL**

P.O. Box 1799 \_\_\_\_\_

Quincy, FL 32351 \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: Dr. Anthony Viegbesie, PhD, Chair \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_



## Board of County Commissioners Agenda Request

**Date of Meeting:** May 19, 2020  
**Date Submitted:** May 5, 2020  
**To:** Honorable Chairman and Members of the Board  
**From:** Henry G. Grant, PhD, Interim County Administrator  
Allan Meeks, Facilities Manager  
**Subject:** Replacement of Roof at the Quincy Public Library

---

### **Statement of Issue:**

This agenda item seeks Board approval to award the bid for replacement of roofing at the Quincy Public Library to Exterior Specialties, Inc.

### **Background:**

The Quincy Public Library roof was damaged during Hurricane Michael and has been repaired to stop water intrusion, but is need of a new roof. The roof will be covered by insurance money received.

### **Analysis:**

Exterior Specialties and nine other contractors bid this project.

By replacing the roof on the Quincy Public Library, it will prevent damage from water intrusion in the facility.

### **Fiscal Impact:**

The Fiscal Impact will be \$37,500.00 and would be solely funded from the insurance claim for the Gadsden County Library.

### **Options:**

1. Approve and award the bid to Exterior Specialties, Inc.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

1. Bid Report
2. Bid Tabulation Form
3. Invitation to Bid

**BID REPORT**  
Bid No. 20-09  
Library Roof Replacement

DATE: 4-17-2020

TIME: 10:00 am

PRESENT: Shelia Faircloth, OMB  
Allan Meeks, BOCC, Facilities Maintenance  
Sandy Ford, Purchasing  
Glen Rishad, Burneth Roofing  
Fred Mitchell, Centennial Roofing  
Ryan Jenkins, Jenkins Roofing  
Micah Richardson, Logan Roofing

The following construction companies responded to the solicitation for Library Roof Replacement.

<b>Vendor</b>	<b>Vendor</b>
Professional Roof Systems 5590 N. Silk Terrace Dunnellon, FL 34433 \$56500.00	Exterior Specialties, Inc. P O Box 429 Quincy, FL 32353 \$37500.00
Gutterhawk Roofing Inc 5281 Tower Rd B6 Tallahassee, FL 32303 \$58500.00	Burneth Roofing 133 Elkins Road Monticello, FL 32344 \$63600.00
Lewis Walker Roofing Inc P O Box 2147 Lake City, FL 32056 \$54332.00	Mainstreet Property Services 1221 Mayhaw Lane Chipley, FL 32428 \$104800.00
Logan Roofing 1517 Crawfordville Highway Crawfordville, FL 32327 \$60240.00	Jenkins Roofing, Inc. 5343 Gateway Drive Tallahassee, FL 32303 \$58674.00

Tallahassee Roofing Inc.  
5521 Tower Road  
Tallahassee, FL 32303  
\$49647.00

C & C Construction of Northwest Florida, LLC  
690 E. Highway 90  
Bonifay, FL 32425  
\$69000.00

Centennial Roofing  
714 Transmitter Road  
Panama City, FL 32401  
\$74000.00

The Bids will be reviewed and a recommendation for award will be made to the Board. The Board will award this to the firm that best meets the requirements of the specifications in the Bid.

The meeting adjourned at 10:15 a.m.

## BID TABULATION FORM

<b>BID TITLE: Library Roof Replacement</b> <b>BID NUMBER: 20-09</b> <b>OPENING DATE: 4-17-2020</b> <b>TIME OF OPENING: 10:00 AM</b>	<b>OPENED BY: Shelia Faircloth</b> <b>TABULATED BY: Sandy Ford</b> <b>VERIFIED BY: Allan Meeks</b> <b>Page 1</b>
--	---

BIDDER LIST	BID AMOUNT	OTHER	NOTES
Professional Roof Systems 5590 N. Silk Terrace Dunnellon, FL 34433	\$56500.00		
Gutterhawk Roofing Inc 5281 Tower Rd B6 Tallahassee, FL 32303	\$58500.00		
Lewis Walker Roofing Inc P O Box 2147 Lake City, FL 32056	\$54332.00		
Logan Roofing 1517 Crawfordville Highway Crawfordville, FL 32327	\$60240.00		
Exterior Specialties, Inc. P O Box 429 Quincy, FL 32353	\$37500.00		
Burneth Roofing 133 Elkins Road Monticello, FL 32344	\$63600.00		
Mainstreet Property Services	\$104800.00		
Jenkins Roofing, Inc. 5343 Gateway Drive Tallahassee, FL 32303	\$58674.00		
Tallahassee Roofing Inc. 5521 Tower Road Tallahassee, FL 32303	\$49647.00		
C & C Construction of Northwest Florida, LLC 690 E. Highway 90 Bonifay, FL 32425	\$69000.00		

Centennial Roofing 714 Transmitter Road Panama City, FL 32401	\$74000.00		
<b>Disclaimer: Bid tabulations are the results of vendors who responded to the bids and/or quotes listed. Totals listed on the bid tabulation are for comparison only. Bids will be evaluated for completeness and compliance with specifications by the Purchasing Department and the using department. The tabulations do not represent a notice of award but only of the bids received.</b>			

**GADSDEN COUNTY, FL  
BOARD OF COUNTY COMMISSIONERS**

**QUINCY, FLORIDA**



**INVITATION TO BID**

**Roof Replacement at the  
Gadsden County Public Library  
Quincy, FL**

**BID NO. 20-09**

MANAGEMENT SERVICES DEPARTMENT  
Purchasing Division



**GADSDEN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**ADVERTISEMENT FOR BIDS**

**Roof Replacement at the  
Gadsden County Public Library  
BID NO. 20-09**

The Gadsden County Board of County Commissioners is soliciting bid proposals from experienced and qualified contractors to replace the roof of the Quincy Public Library.

RFP No.:	20-09	Contracting Officer:	Allan Meeks
Proposal Due Date:	April 17, 2020	Pre-Bid Meeting Date:	None
Proposal Time:	10:00 AM EST	RFP Issue Date:	April 2, 2020

Sealed bid proposals must be delivered at the address below:

Management Services Department  
ATTN: Shelia Faircloth  
5-B E. Jefferson Street  
Room 204  
Quincy, Florida 32351

All bid proposals shall be submitted in duplicate (one original and three copies) in sealed envelopes/packages addressed to the Management Services Department and marked "**BID NO. 20-09; Roof Replace at the Gadsden County Public Library**". Any bid proposal received after the designated date will be returned unopened.

Bidders desiring copies of the bid document for use in preparing a bid proposal may obtain a set of such documents from the County's Website at [www.gadsgov.net](http://www.gadsgov.net) or by contacting the Purchasing Division at 5-B E. Jefferson Street, Quincy, Florida 32351, Telephone (850) 875-7243.

The County reserves the right to accept or reject any and all bid proposals and to waive any technicalities or irregularities therein. The County further reserves the right to award the agreement to that bidder whose bid proposal best complies with the specifications. Bidders may withdraw their bid proposals by notifying the County in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the County and will not be returned to the bidders.

Date Issued: 4-2-2020



**GADSDEN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**Senior Citizen’s Center Roof Replacement at the  
Gadsden County Public Library  
BID NO. 20-09**

**TABLE OF CONTENTS**

<b><u>Subject</u></b>	<b><u>Page Number</u></b>
Cover .....	1
Advertisement .....	2
Table of Contents.....	3
 <b><u>SECTION I – GENERAL TERMS AND CONDITIONS</u></b>	
General Terms and Conditions .....	4
 <b><u>SECTION II – SPECIAL TERMS AND CONDITIONS</u></b>	
Special Terms and Conditions .....	9
 <b><u>SECTION III – SCOPE OF WORK</u></b>	
3-1. Work Objective.....	13
3-2. Background.....	13
3-3. Scope of Work .....	13
 <b><u>SUBMITTAL FORMS/ATTACHMENTS</u></b>	
Bid Proposal Form .....	14
Bidders Certification .....	15
Bidder Qualifications .....	16
Professional References.....	17
Drug-Free Certification.....	19
Cooperative Purchasing.....	20
List of Proposed Subcontractors.....	21
Notice of Bid / Statement of Non-Response.....	22
Sample Agreement .....	Attachment A



## GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

### SECTION I – GENERAL TERMS AND CONDITIONS

#### **1. GENERAL INFORMATION:**

These documents constitute the complete set of specification requirements and bid forms. Bid proposal is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid proposal reaches the Purchasing Division on or before the closing date and time. The County shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bid proposals delivered after the time specified be considered. Such bid proposals shall be returned to the vendor unopened.

All bid proposals must be typewritten or written in ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. No electronic signature shall be accepted.

Bidders shall not be allowed to modify their bid proposals after the opening date and time. Bid proposal files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:  
Management Services Department  
Purchasing Division  
5-B E. Jefferson Street  
Room 204  
Quincy, FL 32351  
(850) 875-7243

#### **2. INQUIRIES:**

Interested bidders may contact the County's Purchasing Division with questions about the bid by e-mail at [sfaircloth@gadsdencountyfl.gov](mailto:sfaircloth@gadsdencountyfl.gov). The Purchasing Division is located at 5-B E. Jefferson Street, Quincy, Florida 32351. All bidders are expected to carefully examine the bid documents. Any ambiguities or inconsistencies should be brought to the attention of Shelia Faircloth through written communication. The Purchasing Director will receive written requests for clarification concerning the meaning or interpretations of this bid, until ten (10) days prior to the submittal date. County personnel are authorized only to direct the attention of prospective bidders to various portions of the bid so that they may read and interpret such for themselves. No employee of the County is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid document.

#### **3. BID TABULATION:**

Bidders may request a copy of the bid tabulation in writing to [sfaircloth@gadsdencountyfl.gov](mailto:sfaircloth@gadsdencountyfl.gov).

#### **4. POSTING OF BID TABULATIONS:**

Bid tabulations with recommended awards will be posted for review by interested parties at the Purchasing Division website prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

#### **5. BID FORMS:**

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

#### **6. DEVELOPMENT COSTS:**

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bid proposals simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid.

#### **7. DELAYS:**

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify bidders of changes in scheduled due dates by written addenda.

#### **8. LICENSES AND PERMITS:**

It shall be the responsibility of the successful bidder to obtain at no additional cost to the County, all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with bid proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the County shall be waived for work related to this bid, however, the successful bidder must pay any applicable County Business Tax Receipt fees.

#### **9. CERTIFICATIONS:**

When applicable, bidder must hold Certificate of Competency issued by the State of Florida and a copy of certificate and license must be submitted with bid proposal and must be in the name of the bidder shown on the Bid Proposal page.

#### **10. CONTRACT EXTENSION:**

The County reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days if a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the County and as mutually agreed upon by the County and the contractor.

#### **11. AWARDS:**

As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate, otherwise the bid proposal will be construed as incomplete and may be rejected.

#### **12. CONTRACTUAL AGREEMENT:**

The form of the agreement will be determined by the County. If a sample agreement is included in the bid, the County anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, bidders are advised that any



agreement that may result from the bid may deviate from the sample agreement.

It is expressly agreed that the bidder is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the County. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to bidder's sole direction, supervision and control. Bidder shall exercise control over the means and manner in which it and its employees perform and work. In all respects bidder's relationship and the relationship of its employees to the County shall be independent and not as employees or agents of the County.

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original bid terms and conditions, purchase order, and bidder proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the County of Gadsden shall be borne by the bidder. Any additional contract or agreement requested for consideration by bidder must be attached and enclosed as part of the bid proposal.

**13. SUBCONTRACTING:**

If a bidder subcontracts any portion of services provided under a resulting agreement for any reason, bidder must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with bid proposal response and approved by the County. The County reserves the right to reject a bid proposal, of any bidder, if the bid proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the bidder, or the bidder shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the bidder to ensure that insurance and licenses required by this agreement are in effect.

**14. PRICE/DELIVERY:**

The County requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (bidder) pays and bears freight charges, bidder owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any bid proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by County of Gadsden, herein referred to as County, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the County reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

**15. NEWS RELEASES:**

The bidder shall obtain the prior approval of the County Administrator's Office for any and all news releases and/or other publicity pertaining to this bid or the service, study or project to which it relates.

**16. ADDITIONS OR DELETION OF SERVICES:**

The County reserves the right to add to the services specified in this bid, or to delete any portion of the scope of services at any time.

**17. QUANTITIES:**

The quantity requirements, if established herein, are estimated. The County reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

**18. ACCEPTANCE/REJECTION:**

The County reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid proposal of any bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

**19. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:**

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid. The County shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the County's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the County), the bidder will be required to compensate the County for difference in price incurred from going to the next low bidder.

**20. NO BID:**

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids/RFPs.

**21. OMISSION OF DETAILS:**

Omission of any essential details from these specifications will not relieve the bidder of supplying such product(s) as specified.

**22. MISTAKES:**

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bid proposals having erasures or corrections must be initialed in ink by the bidder.



**23. AVAILABILITY OF FUNDS:**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the Board.

**24. PAYMENT:**

The County will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

**25. DISCOUNT:**

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes, unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

**26. ADDITIONAL SERVICES:**

The County may require additional services, similar in scope to the requirements of this RFP, from time to time. Services not specifically identified in this RFP may be added by mutual agreement of the Parties and approval of the County Manager.

**27. TERMINATION:**

a. Termination for Cause

If, through any cause, the bidder shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the bidder shall violate any of the provisions of the Purchase Order, the County may upon written notice to the bidder, terminate the right of the bidder to proceed under the Purchase Order, and may hold the bidder liable for any damages caused to the County by reason of such default and termination. In the event of such termination, any completed services performed by the bidder under the agreement shall, at the option of the County, become the County's property and the bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the County. The bidder, however, shall not thereby be relieved of liability to the County for damages sustained by the County by reason of any breach of the agreement by the bidder, and the County may withhold any payments to the bidder for the purpose of off set until such time as the amount of damages due the County from the bidder is determined. The bidder shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the County from terminating the agreement because of such delay.

b. Termination for Convenience

The County reserves the right, in its best interest as determined by the County, to cancel any agreement by giving the bidder a thirty (30) day written notice.

**28. PERFORMANCE:**

The County may return, for full credit, any item(s) received which fail to meet the County's performance standards.

**29. CANCELLATION:**

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the County's performance standards.

**30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

Bidder certifies that all material, equipment, etc., contained in his/her bid proposal meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

**31. MATERIAL SAFETY DATA SHEET:**

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

**32. SAFETY REGULATIONS:**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

**33. CODES AND REGULATIONS:**

The bidder must strictly comply with all Federal, State and local building and safety codes.

**34. FEDERAL AND STATE TAX:**

The County is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The County is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The County, nor shall any said vendor or contractor be authorized to use the County's tax exemption number in securing such materials.

**35. LEGAL REQUIREMENTS:**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Bidders doing business with the County are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a bidder submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from bidders who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with County purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal on an agreement to provide any goods or services to a public entity, may not submit a bid proposal on an agreement with a public entity for the construction or repair of a public building or public work, may



not submit bid proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

**36. UNIFORM COMMERCIAL CODE:**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder and the County for any terms and conditions not specifically stated in the Invitation to Bid.

**37. INDEMNIFICATION:**

Bidder agrees to protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the County by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with bidder's performance under this agreement, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the bidder or any breach of the items of this agreement; provided, however, the bidder shall not be responsible to the County for damages resulting out of bodily injury or to property which bidder can establish as being attributable to the sole negligence of the County, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the bidder's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the bidder; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the bidder under his agreement; as is considered necessary by the County, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the County.

The bidder acknowledges and agrees that the County would not enter into an agreement without this indemnification of the County by the awarded bidder, and that the County's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**38. CONE OF SILENCE:**

The County complies with the Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the County or employee authorized to act on behalf of the County to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the County Commission or department authorized to act on behalf of the County Commission, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions

do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

**39. CONFLICT OF INTEREST:**

The award is subject to provisions of State Statutes and County Ordinances. All bidders must disclose with their bid proposal the name of any officer, director or agent who is also an employee of the County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

**40. NON-COLLUSION:**

Bidder, by submitting a bid proposal, certifies that their bid proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a bid proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) bid proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the County that any bidder is interested in more than one (1) bid proposal for work contemplated; all bid proposals in which such a bidder is interested will be rejected.

**41. CODE OF ETHICS:**

If any bidder violates or is a party to a violation of the code of ethics of Gadsden County or the State of Florida with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the County of Gadsden.

**42. GOVERNING LAW AND VENUE:**

Any agreement resulting from this bid shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Gadsden County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**43. EEO STATEMENT:**

The County is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

**44. SEVERABILITY:**

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

**45. PUBLIC RECORDS:**

Upon award recommendation or thirty (30) days after opening, whichever occurs first, bid proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data



or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**46. RECORDS/AUDITS:**

The County of Gadsden is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the County in order to perform the service.
- (b) Upon request from the County's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Auditor. The Contractor agrees to make available to the County's Auditor, during normal business hours and in Gadsden County, all books of account, reports and records relating to this contract.

**47. PUBLIC RECORDS CUSTODIAN:**

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

**Management Services Department  
5-B E. Jefferson St.  
Quincy, FL 32351  
(850) 875-7243**

---

## SECTION II – SPECIAL TERMS AND CONDITIONS

---

**2-1. INTRODUCTION:**

The County of Gadsden is requesting sealed bid proposals from experienced and qualified contractors for roof replacement at the William A. McGill Library located at 732 S Pat Thomas Pkwy, Quincy, FL 32351. Bidders shall become familiar with any and all conditions and requirements that may in any manner affect the work to be performed. No additional allowance will be made due to lack of knowledge of these conditions.

**2-2. BID PROPOSAL SUBMISSION AND WITHDRAWAL:**

All bid proposals shall be submitted in duplicate (one original and three copies) in sealed envelopes/packages addressed to the Management Services Department and clearly marked on the outside of the package as follows: **BID NO. 20-09; Roof Replacement at the William A. McGill Library**. The package shall also include the bidder's return address. Bid proposals must be received by **10:00 AM, EST, on April 17, 2020** at the following address:

**MANAGEMENT SERVICES DEPARTMENT  
ATTN: Shelia Faircloth  
5-B E. Jefferson Street  
Room 204  
Quincy, Florida 32351**

The bidder will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium. The County assumes no responsibility for bid proposals received after the advertised opening or at any office or location other than that specified herein, whether due to mail delays or other reasons. Bid proposals may not be faxed or submitted electronically. Any bid proposal received after the established deadline **will not** be considered and will be returned unopened to the bidder. Telephone confirmation of timely receipt of the bid proposal may be made by calling (850) 875-7243, before the bid opening time.



Bidders may withdraw their bid proposals by notifying the County in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the County and will not be returned to the bidders.

Bid proposals must be completed and manually signed by the authorized representative in the space provided. If the bid proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the bid proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The bid proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the bid proposal as agent shall file with the bid proposal, legal evidence of his authority to do so.

**2-3. BIDDER'S RESPONSIBILITY:**

Before submitting a Proposal, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

**2-4. ADDENDUM:**

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the County. It shall be the responsibility of each bidder, during and prior to bid proposal submittal to visit Gadsden County's Website at [www.gadsgov.net](http://www.gadsgov.net) or contact the Purchasing Division at (850) 872-7243 to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive bid proposal. Any oral explanation given before the bid opening will not be binding.

The County may issue written addenda up to seven (7) calendar days before the date fixed for receiving the bid proposals. All addenda issued by the County will include a receipt form, which **must** be signed in ink and included with any bid proposals that are submitted to the County. No electronic signature shall be accepted. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the bid proposal at the time it is submitted to the County.

**2-5. COMPETENCY AND MINIMUM QUALIFICATIONS OF BIDDERS:**

Bid proposals will only be considered from bidders which are regularly engaged in the business of providing services as described in this bid and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the bid. The County reserves the right to inspect the bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine bidder's ability to perform. The County reserves the sole right to determine if a bidder can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The bidder shall submit the following information with the bid proposal. This information, along with any other data the County considers pertinent, will be used in determining if the bidder is qualified to provide the work specified.

- A. Verification of the number of continuous years the bidder has been in business under the same ownership and management. Bid proposals will only be considered from bidders in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in this bid document.
- B. A minimum of five (5) references for similar work. Preference will be given to bidders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided,



and address of proprietor(s). Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

## **2-6. INSURANCE REQUIREMENTS:**

The awarded bidder(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the bidder is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid proposal and rescission of any ensuing agreement.

The bidder shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the County. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Bidder shall specifically protect the County by naming the County of Gadsden as an additional insured under the Policy or certificate.

Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

The bidder shall provide to the County prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The County reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the County shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

Bidder hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by bidder.

## **2-7. AWARD:**

The bidder understands that this bid does not constitute an offer or an agreement with the bidder. The County anticipates entering into an agreement with the bidder who will be the lowest responsive and responsible



bidder(s) whose qualifications indicate the award will be to the best interest of the County and who's bid proposal(s) complies(y) with the requirements of the bid documents as determined by the County and is in the best interest of the County. Any agreement issue as a result of this bid will be for an initial term of two (2) years with options for three (3) additional one-year renewals with the mutual agreement of both parties. This could result in a five (5) year agreement. Any renewal will be subject to the appropriation of funds by the Board.

The County of Gadsden reserves the right to award on an "All-or-None" basis to one bidder or to award to two or more bidders, whenever it is in the best interest or most advantageous to the County of Gadsden.

**2-8. COUNTY CONTRACT COORDINATOR:**

The County Contract Coordinator for this project will be Allan Meeks, Building Facilities Manager, and the telephone number is (850) 875-7243. After an agreement has been executed, all communications and correspondence shall be directed to the County Contract Coordinator, with email copies of the correspondence to Sfaircloth@GadsdenCountyfl.gov.

**2-9. VENDOR SERVICE REPRESENTATIVE:**

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

**2-10. METHOD OF ORDERING:**

The County shall initiate each individual job by issuing Purchase Orders referencing this bid on an "as needed" basis. The vendor shall not proceed on a job prior to the receipt of the Purchase Order issued by the County of Gadsden Purchasing Division. Invoices must be submitted against each individual Purchase Order referencing the Purchase Order number.

**2-11. DELIVERY/INSTALLATION:**

Delivery is requested within 30 business days after receipt of Purchase Order. Business days are defined as Monday to Friday, less all federally recognized holidays. Failure to deliver items as specified within the requested time period may be grounds for agreement termination.

The F.O.B. shall be destination - within the County of Gadsden. Exact delivery point will be indicated on the Purchase Order. All pricing shall include delivery. No additional charges for delivery shall be allowed.

**2-12. SPECIFICATIONS:**

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications and quality set forth herein. Items delivered not as specified and of highest quality will be returned at the bidder's expense. No "seconds" or "defective" items shall be accepted.

**2-13. PACKAGING AND LABELS:**

Labels shall be attached to each carton and shall contain the following information: Purchase Order number, quantity contained in each package, and total number of items being delivered.

**2-14. BRAND/MANUFACTURER REFERENCED:**

Unless otherwise stated in these specifications, any manufacturer name, trade name, brand name, information or catalog numbers listed in this specification are for information and quality and are not intended to limit competition.

**2-15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:**

All bidders submitting a response to this bid agree that such response also constitutes a bid to all political subdivisions of the State of Florida, under the same conditions, for the same prices and the same effective period as this bid, should the bidder feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of any political subdivision of the State of Florida to re-bid any or all items.



## COUNTY OF GADSDEN

### SECTION III – SCOPE OF WORK

---

#### 3-1. **WORK OBJECTIVE:**

The roof of the William A. McGill Library is in need of replacement.

#### 3-2. **BACKGROUND:**

The County of Gadsden mission is to continually improve the quality of life by providing the best and most cost efficient public services and facilities to exceed the expectations of County residents and businesses. Some of the County's core values include integrity and professionalism, fiscal responsibility, teamwork, and customer service. Our vendors are truly partners in meeting our commitments to the community, and in support of the mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the County. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

#### 3-3. **SCOPE OF WORK:**

- **Remove one layer of existing roof**
- **Install Synthetic underlayment**
- **Install ice and water shield in valleys (when applicable)**
- **Install IKO Cambridge Architecture shingles**
- **Replace all plumbing flashing**
- **Install new eave metal**
- **Install nail over ridge vent**
- **Legally dump and dispose of any debris**
- **Clean jobsite daily**
- **Furnish local permits, general liability and works compensation insurance.**
- **Furnish lifetime limited materials warranty.**

Note: List cost for any rotten or damaged decking per sq. ft. and any board decking per linear ft. this cost would be in addition to the cost of roof replacement.



**BID NO. 20-09  
Roof Replacement at the  
William A. McGill Library**

**BID PROPOSAL FORM**

---



**BID NO. 20-09  
Roof Replacement at the  
William A. McGill Library**

**BIDDERS CERTIFICATION**

The undersigned bidder certifies that this bid proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

Acknowledgement is hereby made of the following Addenda received since issuance of Bid Documents:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:**

**\*SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*Printed*

Company Name: \_\_\_\_\_  
*Legal Name*

Address: \_\_\_\_\_

County, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Federal I. D. #: \_\_\_\_\_

**\*Failure to affix signature will result in disqualification of proposal.**

**BIDDER CHECKLIST**

All bid proposals shall be submitted on the County provided bid package forms. Failure to do so may cause the bid proposal to be rejected. All blanks on the bid proposal forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed below. Failure to submit the required documents may result in your bid proposal being considered non responsive.

- |  |                    |
|--|--------------------|
| 1. Is the Minimum Qualifications of bidder's information per Special Term and Condition #5 included with the bid proposal? | Yes _____ No _____ |
| 2. Are addenda (if any issued) acknowledged?   | Yes _____ No _____ |
| 3. Are all Bid Proposal pages completed?   | Yes _____ No _____ |
| 4. Is the Bidders Qualification form submitted?  | Yes _____ No _____ |
| 5. Is Drug Free Workplace form submitted?  | Yes _____ No _____ |
| 6. Is the vendor service representative identified?  | Yes _____ No _____ |
| 7. Is the information/descriptive literature included?   | Yes _____ No _____ |



**BID NO. 20-09**  
**Roof Replacement at the**  
**William A. McGill Library**

**BIDDER QUALIFICATIONS**

---

The bidder, as a result of this bid, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each bidder MUST complete the following information and submit with their bid proposal in order for the bid proposal to be considered:

1. Legal Name and Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

County, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

The length of time (continuous) in business under the above stated legal name: \_\_\_\_\_ years.

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, complete:

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. The length of time (continuous) in business: \_\_\_\_\_ years

6. Length of time (continuous) in business in Florida: \_\_\_\_\_ years

**Name and Title of Principal Officers:**

**Date Elected:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Note: Information requested herein and submitted by the bidders will be analyzed by the County of Gadsden and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the bidder, in the sole opinion of the County of Gadsden, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.*



**BID NO. 20-09**  
**Roof Replacement at the**  
**William A. McGill Library**

**PROFESSIONAL REFERENCES**

Complete the form below with at least five (5) *current and pertinent* professional references that the County can contact in relation to bidder's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the bid proposal.

1. Name and Address of Firm, County, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
<b>Scope of work/ Project Description:</b>		
<b>Average response time for repairs:</b>		

2. Name and Address of Firm, County, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
<b>Scope of work/ Project Description:</b>		
<b>Average response time for repairs:</b>		

3. Name and Address of Firm, County, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
<b>Scope of work/ Project Description:</b>		
<b>Average response time for repairs:</b>		

4. Name and Address of Firm, County, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	



**Scope of work/ Project Description:**

**Average response time for repairs:**

**BID NO. 20-09  
Roof Replacement at the  
William A. McGill Library**

**PROFESSIONAL REFERENCES – CONTINUED**

5. Name and Address of Firm, County, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		
<b>Average response time for repairs:</b>		

6. Name and Address of Firm, County, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		
<b>Average response time for repairs:</b>		

7. Name and Address of Firm, County, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		
<b>Average response time for repairs:</b>		

8. Name and Address of Firm, County, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	



**Scope of work/ Project Description:**

**Average response time for repairs:**

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_



**BID NO. 20-09  
Roof Replacement at the  
William A. McGill Library**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two (2) or more bid proposals, which are equal with respect to price, quality, and service, are received by the County of Gadsden for the procurement of commodities or contractual services, a bid proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

**This Certification is submitted by \_\_\_\_\_  
(Individual's Name)**

**the \_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

(Finance Form 93-014)



**BID NO. 20-09**  
**Roof Replacement at the**  
**William A. McGill Library**

**JOINT BIDDING, COOPERATIVE PURCHASING FORM**  
**PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL AGENCIES**

---

This Certification submitted by \_\_\_\_\_,  
(Individual's Name)

The \_\_\_\_\_ of \_\_\_\_\_,  
(Title/Position with Vendor/Contractor) (Name of Company/Vendor)

Who does hereby certify that the bid proposal(s) submitted in response to the County of Gadsden Bid Project No. \_\_\_\_\_ for \_\_\_\_\_ shall constitute a bid to ANY Political Subdivision of the State of Florida under the same conditions, for the same prices and the same effective period as this bid, unless specifically declined below. This joint bid is submitted with the understanding that it in no way restricts or interferes with the right of ANY Political Subdivision of the State of Florida to re-bid any or all items.

Bidder accepts this condition \_\_\_\_\_

Bidder does not accept this condition \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
County/State/Zip

\_\_\_\_\_  
Telephone Number

(Finance Form 93-015)



**BID NO. 20-09  
Roof Replacement at the  
William A. McGill Library**

**LIST OF PROPOSED SUBCONTRACTORS**

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed and shall be required to furnish the COUNTY with a Certificate of Insurance in accordance with the agreement general conditions. Failure to furnish this information may be grounds for rejection of the bidder's bid proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_

(Finance Form 94-017)



**BID NO. 20-09  
Roof Replacement at the  
William A. McGill Library**

**NOTICE OF BID**

The County of Gadsden, Florida is accepting sealed bid proposals for Bid No. 20-09; Roof Replacement at the William A. McGill Library. Sealed bid proposals must be received on or before Friday, **April 17, 2020 at 10:00, AM, EST** at the address below. **Any bid proposal received after the designated closing time will be returned unopened.**

Gadsden County  
Management Services Department  
5-B E. Jefferson Street, Room 204  
Quincy, Florida 32351

All bid proposals shall be submitted in duplicate (one original and one copy) in sealed envelopes/packages addressed to the Purchasing Director and marked "**BID NO. 20-09; Roof Replacement at the William A. McGill Library**". Bidders desiring bid requirements for use in preparing a bid proposal may obtain the documents from the Management Services Department, or by printing a PDF file from the County Website at [www.gadsdengov.net](http://www.gadsdengov.net).

The County reserves the right to accept or reject any and all bid proposals and to waive any technicalities or irregularities therein. The County further reserves the right to award the agreement to that bidder whose bid proposal best complies with the bid specifications. Bidders may withdraw their bid proposals by notifying the County in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the County and will not be returned to the bidders.

**STATEMENT OF NON-RESPONSE**  
**BID NO. 20-09**

If you are not submitting a bid proposal on this service/commodity, please complete and return this form to: County of Gadsden Purchasing Division, 5-B E. Jefferson Street, Quincy, Florida 32351 or by FAX (850) 875-7243. Failure to respond or submit a non-response three times may result in deletion of vendor's name from the County of Gadsden vendor list database.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**We, the above signed have declined to submit a bid proposal on the above because of the following reasons:**

- Insufficient time to respond.
- We do not offer this product/service or equivalent
- Our product schedule would not permit us to perform
- Please remove our name from the County's Vendor database for the above commodity.
- Other (specify below)

REMARKS:  
\_\_\_\_\_  
\_\_\_\_\_

**NON-RESPONSE MAY BE FAXED TO (850) 875-7243**

## Board of County Commissioners Agenda Request

**Date of Meeting:** May 19, 2020  
**Date Submitted:** May 6, 2020  
**To:** Honorable Chairman and Members of the Board  
**From:** Henry G. Grant, PhD, Interim County Administrator  
**Subject:** Approval of a Letter of Support for Havana Main Street

---

### **Statement of Issue:**

This agenda item seeks Board approval of a letter of support for Havana Main Street. Havana Main Street is filing an application to the Florida Department of Historical Resources for a Special Category Grant. The grant is intended to fund the restoration of the old Havana State Bank.

### **Background:**

Havana State Bank was founded in 1907, a year after the town was chartered. Havana was the national center of the Shade Tobacco industry with the Bank serving both the industry and the community. It played a major role in the lives of many of the Town's families and businesses. The building is located in the heart of downtown and, for the last few years, has been abandoned and completely neglected. In 2018, Hurricane Michael ravaged the town causing significant damage to the Bank. It was a prime candidate for demolition. Another historic building, Alexanders, located directly across the street was also a victim of Michael and was demolished.

### **Analysis:**

In order to save the bank, Havana Main Street raised funds to purchase and seal it. They are now applying to the State to obtain funds to complete the restoration of the Bank.

### **Fiscal Impact:**

None.

**Options:**

1. Approve the attached Letter of Support and authorize the Chairman to sign.
2. Do not approve
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments**

1. Letter of Support.

COMMISSIONERS:

ERIC F. HINSON  
District 1  
ANTHONY O. VIEGBESIE, PH.D.  
District 2  
GENE MORGAN  
District 3  
BRENDA A. HOLT  
District 4  
SHERRIE D. TAYLOR  
District 5



HENRY G. GRANT, PH.D.  
Interim County  
Administrator

CLAYTON KNOWLES  
County Attorney

## Board of County Commissioners

EDWARD J. BUTLER  
GADSDEN COUNTY GOVERNMENTAL COMPLEX

May 19, 2020

Mr. Terri L. Paul, President  
Havana Main Street  
P. O. Box 346  
Havana, Florida 32333

Re: Letter of Support

Dear Mr. Paul:

On behalf of the Gadsden County Board of County Commissioners, I am writing to express enthusiasm and endorsement of the Havana Main Street's application for funding for the special category grant to the Florida Department of Historical Resources. The Gadsden County Board of County Commissioners fully support your efforts to save the old Havana State Bank Building.

For many years it was the only bank in our community, playing an important role in the lives of many of our residents and businesses. The plan to use the building as a Welcome Center would give a great boost to the attraction of downtown Havana and Gadsden County. The Board is very excited to see Havana Main Street achieve this goal and know it would be a wonderful economic asset and tourist attraction for our community and the State.

In conclusion, the Gadsden County Board of County Commissioners fully support the efforts of Havana Main Street in applying for this grant.

Sincerely,

Anthony O. Viegbesie, PhD, Chairman  
Gadsden County Board of County Commissioners

AOV/llb

COMMISSIONERS:

ERIC F. HINSON  
District 1  
ANTHONY O. VIEGBESIE, PH.D.  
District 2  
GENE MORGAN  
District 3  
BRENDA A. HOLT  
District 4  
SHERRIE D. TAYLOR  
District 5



HENRY G. GRANT, PH.D.  
Interim County  
Administrator

CLAYTON KNOWLES  
County Attorney

## Board of County Commissioners

EDWARD J. BUTLER  
GADSDEN COUNTY GOVERNMENTAL COMPLEX

May 19, 2020

Mr. Terri L. Paul, President  
Havana Main Street  
P. O. Box 346  
Havana, Florida 32333

Re: Letter of Support

Dear Mr. Paul:

On behalf of the Gadsden County Board of County Commissioners, I am writing to express enthusiasm and endorsement of the Havana Main Street's application for funding for the special category grant to the Florida Department of Historical Resources. The Gadsden County Board of County Commissioners fully support your efforts to save the old Havana State Bank Building.

For many years it was the only bank in our community, playing an important role in the lives of many of our residents and businesses. The plan to use the building as a Welcome Center would give a great boost to the attraction of downtown Havana and Gadsden County. The Board is very excited to see Havana Main Street achieve this goal and know it would be a wonderful economic asset and tourist attraction for our community and the State.

In conclusion, the Gadsden County Board of County Commissioners fully support the efforts of Havana Main Street in applying for this grant.

Sincerely,

Anthony O. Viegbesie, PhD, Chairman  
Gadsden County Board of County Commissioners

AOV/llb

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** May 19, 2020  
**Date Submitted:** May 5, 2020  
**To:** Honorable Chairman and Members of the Board  
**From:** Henry Grant, Interim County Administrator  
**Subject:** Approval of Public Works Heavy Equipment Purchase

---

### **Statement of Issue:**

This agenda item Board approval to purchase the heavy equipment listed below in the FY19/20 Budget using the Transportation Fund Balance.

### **Background:**

During the FY19/20 budget process, the Public Works department inspected all of the heavy equipment to determine the needs of the Department. At that time, the Public Works Director chose 2 motorgraders with slopers at \$538,324, 1 backhoe at \$212,482 and a double drum compactor at \$46, 600, for a total of \$797,406.

Six months later, new employees are now in place and they have requested new heavy equipment. The new director has stated that she needs this equipment as soon as possible. The request is for two mowers, a patch truck and a Caterpillar T-100 for a total of approximately \$358,225.00

### **Analysis:**

The estimated cash Transportation Fund balance is hovering around \$2.2 million as of September 30, 2019. In discussions with Finance, in order not to incur any further debt, staff recommends purchasing these items out of the Public Works budget.

### **Fiscal Impact:**

Funding would come from the Transportation fund in the amount of \$358,225.00.

**Options:**

1. Approve the purchase of listed heavy equipment.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1

## Board of County Commissioners Agenda Request

**Date of Meeting:** May 19, 2020  
**Date Submitted:** May 5, 2020  
**To:** Honorable Chairman and Members of the Board  
**From:** Henry G. Grant, PhD, Interim County Administrator  
**Subject:** Approval to Replace and Upgrade Video Equipment in the Commission Chambers

---

### **Statement of Issue:**

This agenda item seeks Board approval to replace and upgrade video equipment in the Commission Chambers.

### **Background:**

Presently the video solution in place does not have the capability to continue with definitive reliability to support the needs of the Board of County Commissioners. The current solution has been modified to support the emergency actions brought on by the Covid-19 Emergency.

The proposed solution would allow for the replacement of the existing analog video cameras and equipment with a Digital Solution which will improve video and audio quality. Presently the current solution can be subject to unintentional interference which can cause equipment failure or result in the inability to broadcast essential meetings.

### **Analysis:**

The equipment amount is \$19,015 combined with installation and training cost of \$6,650 for a combined total of \$25,665.

### **Fiscal Impact:**

Due to the Covid-19 Emergency, all travel has been eliminated. Funds allocated to travel can be repurposed to fund this project resulting in no additional Fiscal impact.

**Options:**

1. Approve the replacement and upgrading of the video equipment in the Commission Chambers
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1.

**Attachments:**

Quotes

# QUOTE CONFIRMATION



**DEAR KEMBREW JACKSON,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJVR835	4/17/2020	CONF ROOM	9552624	<b>\$19,015.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">NewTek TriCaster TC410 Plus - video production system</a> Mfg. Part#: FG-002671-R001 Contract: MARKET	1	5976761	\$9,500.00	\$9,500.00
<a href="#">NEWTEK PROTEK 2Y WTY F/TC410P</a> Mfg. Part#: FG-002731-R001 Electronic distribution - NO MEDIA Contract: MARKET	1	5978356	\$1,775.00	\$1,775.00
<a href="#">Lumens VC-A50PN - conference camera</a> Mfg. Part#: VCA50PNW Contract: MARKET	4	5937501	\$1,685.00	\$6,740.00
<a href="#">Lumens VC-AC08 - camera mounting bracket</a> Mfg. Part#: VC-AC08W UNSPSC: 45121518 Contract: MARKET	4	5209246	\$250.00	\$1,000.00
<a href="#">Kramer VS-42UHD 4x2 4K60 4:2:0 HDMI Automatic Matrix Switcher - video/audio</a> Mfg. Part#: VS-42UHD UNSPSC: 43211604 Contract: MARKET	1	4806647	\$0.00	\$0.00
<a href="#">Kramer MegaTOOLS VM-10H2 distribution amplifier</a> Mfg. Part#: VM-10H2 UNSPSC: 45111801 Contract: MARKET	1	4965069	\$0.00	\$0.00

PURCHASER BILLING INFO	SUBTOTAL	\$19,015.00
<b>Billing Address:</b> GADSDEN COUNTY BOARD OF COMMISSION ACCOUNTS PAYABLE PO BOX 1799 QUINCY, FL 32353 <b>Phone:</b> (850) 875-8660 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$19,015.00</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> GADSDEN COUNTY BOARD OF COMMISSION KEMBREW JACKSON 9B E JEFFERSON ST QUINCY, FL 32351-2405 <b>Shipping Method:</b> DROP SHIP-GROUND	



John Vrablik

(877) 466-6333

johnvra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

# QUOTE CONFIRMATION



DEAR KEMBREW JACKSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKHR207	4/30/2020	INSTALL PRICING	9552624	\$6,650.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>NEW ITEM</b> Mfg. Part#: NEW-ITEM **** Custom install for Commission Room **** SOW paperwork to follow Contract: MARKET	1	NEW-ITEM	\$6,650.00	\$6,650.00

PURCHASER BILLING INFO		SUBTOTAL	\$6,650.00
<b>Billing Address:</b> GADSDEN COUNTY BOARD OF COMMISSION ACCOUNTS PAYABLE PO BOX 1799 QUINCY, FL 32353 <b>Phone:</b> (850) 875-8660 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>		\$0.00
	<b>SALES TAX</b>		\$0.00
	<b>GRAND TOTAL</b>		<b>\$6,650.00</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b>		
<b>Shipping Address:</b> GADSDEN COUNTY BOARD OF COMMISSION KEMBREW JACKSON PO BOX 1799 QUINCY, FL 32353 <b>Phone:</b> (850) 875-8660 <b>Shipping Method:</b> DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

### Need Assistance? CDW•G SALES CONTACT INFORMATION



John Vrablik

(877) 466-6333

johnvra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239